



AGENDA
Public Health & Safety Committee
Special Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

August 4, 2025

Council Chambers

**Immediately Following General
Administration & Personnel
Committee**

1. CALL TO ORDER/ROLL CALL

2. PUBLIC COMMENT

3. OLD BUSINESS

4. NEW BUSINESS

A. Authorization to:

- waive formal bidding; and
- purchase new Fire Station #21 furniture from Educational Environments, a Cooney Company, of 700 Touhy Ave in Elk Grove Village, IL, under Omnia Purchasing Cooperative pricing, in an amount not to exceed \$37,432.82; and
- grant the Village Manager authority to approve additional fees that, while currently not anticipated, may be necessary under the Terms and Conditions of the Sale, not to exceed \$5,000.

- B. Approval to enter into an amended agreement for a 3-year extension with Andy Frain Managed Crossing Guard Services, located in Hoffman Estates, IL, beginning August 2025 at a cost not to exceed \$243,457.00 for the 2025-2026 academic year.**

5. OTHER

6. ADJOURNMENT

Further details and information can be found in the agenda packet attached hereto and incorporated herein and can also be viewed online at www.hoffmanestates.org and/or in person in the Village Clerk's office. The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.



AGENDA ITEM REPORT
Public Health & Safety Committee
August 4, 2025
ITEM 4A

REQUEST: Authorization to:

- waive formal bidding; and
- purchase new Fire Station #21 furniture from Educational Environments, a Cooney Company, of 700 Touhy Ave in Elk Grove Village, IL, under Omnia Purchasing Cooperative pricing, in an amount not to exceed \$37,432.82; and
- grant the Village Manager authority to approve additional fees that, while currently not anticipated, may be necessary under the Terms and Conditions of the Sale, not to exceed \$5,000.

FROM: Alan Wax, Fire Chief

ITEM TYPE: Contract - Committee

REQUEST SUMMARY

The purchase of new furniture was included in the project scope and budget of new Fire Station #21. While some items will be transferred from the current station, several items must be purchased to accommodate the building's layout, design, and operational needs. The selection process was coordinated among staff, the design team, and vendors to provide appropriate functionality and durability for a 24/7 fire service environment.

In order to accommodate unplanned situations (e.g. tariffs, unlikely added handling charges due to construction site conditions), additional authority to the Village Manager to authorize payment for additional charges is also requested.

FINANCIAL IMPACT

The financial impact of this purchase was anticipated and was included in the amount of the bond issued for the construction of the station.

RECOMMENDATION

Authorization to:

- a. Waive formal bidding, and
- b. Purchase new Fire Station #21 furniture from Educational Environments, a Cooney Company, of 700 Touhy Ave in Elk Grove Village, IL, under Omnia Purchasing Cooperative pricing, in an amount not to exceed \$37,432.82, and

c. Grant the Village Manager authority to approve additional fees that, while currently not anticipated, may be necessary under the Terms and Conditions of the Sale, not to exceed \$5,000.

ATTACHMENTS

1. New Fire Station 21 furniture 8.4.2025 (1)
2. New Fire Station 21 furniture 8.4.2025 (2)

This quote is valid for 30 days,
except for adjustments due to
fluctuating tariffs and resulting
manufacturer surcharges.

Eileen Reynolds

847-804-1674

eileen@frankcooney.com

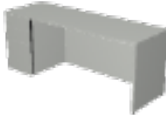
Furniture

PROPOSAL FOR:

Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates IL 60169

SHIP TO:

Fire Station 21
225 Flagstaff Lane
Hoffman Estates IL 60169

Part Number	Qty.	Manufacturer / Description			Unit	Ext
TZ-DiS2472-S1	1	ARTOPEX			\$872.10	\$872.10
Rectangular Desk 24x72 - UUF pedestal on Left						
1		Laminate - 1" H.P.L. Surface Finish	GG	Ginger Root		
		Edge - 1" Edge Finish	GG	Ginger Root		
		Laminate - Base Finish	GG	Ginger Root		
		Laminate - Drawer Front(s) Finish	GG	Ginger Root		
		Lock Option	LS	Key Lock		
		Grommet Option	G4C	Grommet on Center - Black		
		Multi-Outlets Option	(NON)	No Multi-Outlets		
		Pulls - Optional	(Pulls)	With Pulls		
		Pulls Selection	MB	Techno Matte Black		

TAG: 104: LT. OFFICE

LOCATION:

Part Number	Qty.	Manufacturer / Description	Unit	Ext
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TZ-REDV2136-S1

1

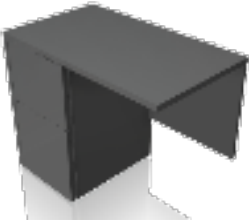
ARTOPEX

\$688.05

\$688.05

Rectangular Return 21x36 - FF Pedestal on Left - Mid Height Modesty (2 Junction Plates Included)

4



<i>Laminate - 1" H.P.L. Surface Finish</i>	<i>GG</i>	<i>Ginger Root</i>
<i>Edge - 1" Edge Finish</i>	<i>GG</i>	<i>Ginger Root</i>
<i>Laminate - Base Finish</i>	<i>GG</i>	<i>Ginger Root</i>
<i>Laminate - Drawer Front(s) Finish</i>	<i>GG</i>	<i>Ginger Root</i>
<i>Lock Option</i>	<i>LS</i>	<i>Key Lock</i>
<i>Modesty Option</i>	<i>U10</i>	<i>10" High Modesty Panel</i>
<i>Grommet Option</i>	<i>G4R</i>	<i>Grommet on Right - Black</i>
<i>Multi-Outlets Option</i>	<i>(NON)</i>	<i>No Multi-Outlets</i>
<i>Pulls - Optional</i>	<i>(Pulls)</i>	<i>With Pulls</i>
<i>Pulls Selection</i>	<i>MB</i>	<i>Techno Matte Black</i>

TAG:

104: LT. OFFICE

LOCATION:

TZ-SFF213029-S1

1

ARTOPEX

\$670.50

\$670.50

Lateral File Cabinet 21x30x28 7/8 - FF Drawers

5



<i>Surface Finish</i>	<i>(H.P.L.)</i>	<i>High Pressure Laminate</i>
<i>Laminate - 1" H.P.L. Surface Finish</i>	<i>GG</i>	<i>Ginger Root</i>
<i>Edge - 1" Edge Finish</i>	<i>GG</i>	<i>Ginger Root</i>
<i>Laminate - Base Finish</i>	<i>GG</i>	<i>Ginger Root</i>
<i>Laminate - Drawer Front(s) Finish</i>	<i>GG</i>	<i>Ginger Root</i>
<i>Lock Option</i>	<i>LS</i>	<i>Key Lock</i>
<i>Pulls Selection</i>	<i>MB</i>	<i>Techno Matte Black</i>
<i>Grommet Option</i>	<i>NG</i>	<i>No Grommet(s)</i>
<i>Counterweight Option</i>	<i>(NON)</i>	<i>No Counterweight</i>

TAG:

104: LT. OFFICE

LOCATION:

Part Number		Qty.	Manufacturer / Description		Unit	Ext
ME7ERG-GEN2		2	EUROTECH SEATING		\$856.16	\$1,712.32
6		Ergohuman GEN2 High Back Mesh Chair with Arms and Headrest				
		ERGOHUMAN FABRIC SELECTION	W09-1	Black Mesh		
		TENSION CONTROL	A	Tension Control		
		ARM HEIGHT ADJUSTMENT	M	Arm Height Adjustment		
		SWIVEL ARM	O	Swivel Arm		
		TILT LOCK	D	Tilt Lock		
		ADJUSTABLE ARM DEPTH	P	Adjustable Arm Depth		
		BACK ANGLE ADJUSTMENT	E	Back Angle Adjustment		
		SYNCHRO-TILT	F	Synchro-Tilt		
		SEAT HEIGHT ADJUSTMENT	G	Seat Height Adjustment		
		WATERFALL SEAT	H	Waterfall Seat		
		MEMORY FOAM ARM PAD SELECTION	~	No Selection		
		BACK HEIGHT ADJUSTMENT	J	Back Height Adjustment		
		SEAT DEPTH ADJUSTMENT	K	Seat Depth Adjustment		
GZ-TST2460-S1		2	ARTOPEX		\$902.25	\$1,804.50
7		Table 24x60 with Tubular Legs / Flip Top / On Casters (2 Locking Casters + 2 Non-Locking Casters)				
		Surface Finish	(H.P.L)	High Pressure Laminate		
		Laminate - 1" H.P.L. Surface Finish	GG	Ginger Root		
		Edge - 1" Edge Finish	GG	Ginger Root		
		Metal - Leg(s) Finish	3090	Silver		
		Grommet Option	NG	No Grommet		
		Multi-Outlets Option	(NON)	No Multi-Outlets		
NT1000		4	EUROTECH SEATING		\$272.25	\$1,089.00
8		Flip Nesting Chair with Casters, Armless				
		Fabric Seat		To The Point - Cinder		
		Mesh Back		Black		
		Frame		Black		
TAG:		104: LT. OFFICE				
LOCATION:						

Part Number		Qty.	Manufacturer / Description			Unit	Ext
TZ-SSi2460-S1		7	ARTOPEX			\$347.85	\$2,434.95
			Rectangular Modular Surface 24x60				
9			Surface Finish	(H.P.L.)	High Pressure Laminate		
			Laminate - 1" H.P.L. Surface Finish	ST	First Class		
			Edge - 1" Edge Finish	ST	First Class		
			Grommet Option	G2LR	Grommets on Left & Right - Charcoal		
			Multi-Outlets Option	(NON)	No Multi-Outlets		
TAG:		114-120: BUNK ROOMS					
LOCATION:							
AC-LEDACA28		28	ARTOPEX			\$133.20	\$3,729.60
			Straight Aluminum Post Leg 27 7/8" High - with Locking Caster				
10			Metal - Leg(s) Finish	3064	Charcoal		
TAG:		114-120: BUNK ROOMS					
LOCATION:							
NT1000		8	EUROTECH SEATING			\$272.25	\$2,178.00
			Flip Nesting Chair with Casters, Armless				
11			Fabric Seat		To The Point - Cinder		
			Mesh Back		Black		
			Frame		Black		
TAG:		114-120: BUNK ROOMS					
LOCATION:							

Part Number	Qty.	Manufacturer / Description	Unit	Ext
GZ-TST2460-S1	4	ARTOPEX	\$902.25	\$3,609.00
12		Table 24x60 with Tubular Legs / Flip Top / On Casters (2 Locking Casters + 2 Non-Locking Casters)		
		Surface Finish	(H.P.L)	High Pressure Laminate
		Laminate - 1" H.P.L. Surface Finish	GG	Ginger Root
		Edge - 1" Edge Finish	GG	Ginger Root
		Metal - Leg(s) Finish	3090	Silver
		Grommet Option	NG	No Grommet
		Multi-Outlets Option	(NON)	No Multi-Outlets
TAG:		121: FIREFIGHTER OFFICE		
LOCATION:				
NT1000	8	EUROTECH SEATING	\$272.25	\$2,178.00
13		Flip Nesting Chair with Casters, Armless		
		Fabric Seat	To The Point - Cinder	
		Mesh Back	Black	
		Frame	Black	
TAG:		121: FIREFIGHTER OFFICE		
LOCATION:				
ME7ERG-GEN2	2	EUROTECH SEATING	\$856.16	\$1,712.32
14		Ergohuman GEN2 High Back Mesh Chair with Arms and Headrest		
		ERGOHUMAN FABRIC SELECTION	W09-1	Black Mesh
		TENSION CONTROL	A	Tension Control
		ARM HEIGHT ADJUSTMENT	M	Arm Height Adjustment
		SWIVEL ARM	O	Swivel Arm
		TILT LOCK	D	Tilt Lock
		ADJUSTABLE ARM DEPTH	P	Adjustable Arm Depth
		BACK ANGLE ADJUSTMENT	E	Back Angle Adjustment
		SYNCHRO-TILT	F	Synchro-Tilt
		SEAT HEIGHT ADJUSTMENT	G	Seat Height Adjustment
		WATERFALL SEAT	H	Waterfall Seat
		MEMORY FOAM ARM PAD SELECTION	~	No Selection
		BACK HEIGHT ADJUSTMENT	J	Back Height Adjustment
		SEAT DEPTH ADJUSTMENT	K	Seat Depth Adjustment
TAG:		121: FIREFIGHTER OFFICE		
LOCATION:				

Part Number	Qty.	Manufacturer / Description			Unit	Ext
KB-SUE-04	8	ARTOPEX			\$279.90	\$2,239.20
15		Kub - Square Back - 4-Leg Base - Arms - Upholstered Seat + Mesh Back				
		Arms	FX	FX Arms		
		Footing	G	Glides		
		Metal - Structure Finish	N	Black		
		Fabric Grade - Chair	(GR1)	Grade 1		
		Grade 1 Fabric Colors	DL69	Dillon - Graphite		
		Mesh Color - Kub	MS06	MESH - Black		
TAG: 122: DAY ROOM						
LOCATION:						
EPC7082-ADJ09-C99-S22	1	WB MANUFACTURING			\$701.16	\$701.16
16		EPIC Table, Laminate Rectangle Top with Armor Edge, 3" Casters, 30"D x 60"L x 29.88" - 41.88"H				
		Top HPL		Little Black Dress		
		Armor Edge		Red		
		Frame		Black		
TAG: 130: TURN OUT						
LOCATION:						
OMNIA	1	ARTOPEX			\$0.00	\$0.00
17		Pricing per Artopex's OMNIA Contract # 11-70				
TAG:						
LOCATION:						

Part Number	Qty.	Manufacturer / Description	Unit	Ext
OMNIA	1	OMNIA	\$0.00	\$0.00
Eurotech & Wisconsin Bench pricing per OMNIA Contract # 07-91				



18

TAG:

LOCATION:

SURCHARGE	1	EUROTECH SEATING	\$517.98	\$517.98
Eurotech Seating's Tariff Surcharge				



19

TAG:

LOCATION:

EDGE UPCHARGE	1	WB MANUFACTURING	\$120.00	\$120.00
Premium Red Armor Edge				

20

TAG:

LOCATION:

FREIGHT	1	FCC	\$160.00	\$160.00
Manufacturers' Freight Charges				

21

TAG:

LOCATION:

Part Number	Qty.	Manufacturer / Description	Unit	Ext
INSTALL	1	INST	\$3,750.00	\$3,750.00
Inside Delivery-unload-assembly-trash removal during normal working hours M-F 7AM to 3PM				
NOTES: No Stairs***UNION INSTALL***				
22 				
TAG:				
LOCATION:				
			TOTAL:	\$31,726.83

Part Number	Qty.	Manufacturer / Description	Unit	Ext
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Part Number	Qty.	Manufacturer / Description	Unit	Ext
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Educational Environments Terms and Conditions of Sale

MODIFICATIONS/CHANGES/CANCELLATIONS/RETURNS: Any requested modification to an order is subject to the approval of Seller and the manufacturer or supplier of the goods ordered. Buyer will pay all additional charges resulting from order modifications, cancellations and changes. Express Ship Orders cannot be changed or canceled. Buyer may not return any product. Custom orders cannot be returned. Restocking programs are not available.

INVOICE TIMING: Product purchased under these Terms and Conditions and any related installation or other services will be invoiced upon delivery to the site specified in the Proposal. If there is to be more than one delivery, the invoice will be issued upon the first delivery. Direct shipments from manufacturer(s) will be invoiced upon shipment from the manufacturer. Any product being held (i) at Buyer's request or (ii) because the installation site is not yet ready for installation, will be invoiced in full upon Seller's receipt of same.

PAYMENT TERMS: All invoices are due in full within 30 days from date of invoice. A monthly service charge of 1.5% (18% A.P.R.) will be assessed on all unpaid balances after such date. A convenience fee of 3% of the invoice amount will be added to all invoices paid by credit card.

DELAYS: If Buyer is unable or unwilling to receive product at the designated shipping site on the mutually agreed upon delivery date, product will be deemed delivered and will be invoiced as if delivered and will be subject to additional double handling and storage charges. Storage charges will be added to any order that is stored for more than 5 business days at a rate of \$1.00 per square foot of storage space used per month. Storage charges will be pro-rated for any partial months.

DELIVERY AND INSTALLATION: If included in the scope of services and specifically itemized on the proposal, delivery and installation will be made using non-union labor during Seller's normal business hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Overtime delivery or installation performed at Buyer's request will be subject to labor rates reflecting time and a half for weekdays and double time for weekends and holidays. Union or prevailing wage installation rates available upon request. Unless explicitly noted on quote or scope review, all delivery and installations are based on one installation window. Changes to phased delivery and installation will require a revised installation quote.

BUYER'S ACCEPTANCE: Buyer agrees to have a representative on the premises at the agreed upon delivery time to accept product deliveries and completed work. All merchandise shall be considered accepted when Buyer or its agent has signed the delivery document. All claims or exceptions must be made in writing on the delivery ticket or bill of lading on the date of work completion. If buyers' premise is not available at the agreed upon delivery date and time, additional trip charges will apply.

DROP SHIPMENTS: In case of drop shipments where product is delivered without installation, Buyer will receive, inspect and install ordered goods. Buyer is also responsible for filing necessary freight claims with Seller within 3 business days in the event of damage or shortages. After 3 business days, dealer is not financially responsible for unreported damage to product and it becomes buyer's responsibility. Buyer shall have no claims against Seller due to freight damage nor withhold payment on account thereof.

CONDITION OF JOB SITE: All quotes are based upon Buyer's job site being "Furniture Ready" prior to furniture delivery. Furniture Ready is defined as: clean, clear of all obstructions, free of debris, and all painting, carpet, data cabling and ceilings are fully complete. Charges will be assessed to Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons not specifically identified in the quotation, at standard hourly rates. Rates are based on elevator access. In the event a stair carry is required, an up charge for additional labor will be applied.

JOB SITE SERVICES: Buyer will furnish electrical current, heating, lighting, elevator services, and suitable staging areas at the job site without charge to Seller. If Seller is required to remove or handle existing furniture, the additional cost of moving, handling and transporting shall be billed to Buyer on an hourly basis. Once the installation has begun, Buyer agrees to assume any expense incurred by Seller due to such changes made at Buyer's request or for any reason beyond Seller's control.

ELECTRICAL INSTALLATION: If an electrician is required, Buyer will be responsible for contracting and paying all costs of the electrician and the electrical installation.

PROTECTION OF DELIVERED GOODS: Buyer is responsible for security and safekeeping of product after delivery to Buyer's site, or into storage negotiated by Buyer if job site is not ready on mutually agreed upon delivery date, and shall assume any risk of damage or loss thereof.

WARRANTIES: Seller will identify all manufacturers' warranties and will provide to Buyer reasonable assistance to permit Buyer to assert claims based upon such warranties directly to the manufacturer at Buyer's expense.

ACTS BEYOND REASONABLE CONTROL: Seller shall not be liable for any delay or failure to deliver any or all of the product caused by labor disputes, strikes, act of God, or other delay beyond the reasonable control of Seller. In such instances, any deadlines for delivery shall be adjusted.

INSTALLATION SCOPE REVIEW: May be required based on size and or complexity of project. In the event installation scope review is required, it must be filled out along with acceptance of quote.

Project Furniture PO #: _____

Signature: _____ Date: _____ Total: \$31,726.83

This quote is valid for 30 days,
except for adjustments due to
fluctuating tariffs and resulting
manufacturer surcharges.

Eileen Reynolds

847-804-1674

eileen@frankcooney.com

Beds

PROPOSAL FOR:

Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates IL 60169

SHIP TO:

Fire Station 21
225 Flagstaff Lane
Hoffman Estates IL 60169

	Part Number	Manufacturer / Description	Qty.	Unit	Ext
1		FIRE STATION FURNITURE Built Firehouse Tough Adjustable Height Bed, Twin XL (NOTE: Mattress not included) <i>Driftwood Grey on Pine</i>	7 <u>TAG:</u> <u>LOCATION:</u>	\$536.57	\$3,755.99
2	VSA CO-OP	FIRE STATION FURNITURE Pricing per VSA First Responder Supplies & Equipment Bid 25-01-0524R	-1 <u>TAG:</u> <u>LOCATION:</u>	\$0.00	\$0.00
3	FREIGHT	FIRE STATION FURNITURE Manufacturer's Freight Charges	1 <u>TAG:</u> <u>LOCATION:</u>	\$650.00	\$650.00
4		INSTALL Inside Delivery-unload-assembly-trash removal during normal working hours M-F 7AM to 3PM NOTES: No Stairs***UNION INSTALL***	1 <u>TAG:</u> <u>LOCATION:</u>	\$1,300.00	\$1,300.00

TOTAL: \$5,705.99

Part Number	Manufacturer / Description	Qty.	Unit	Ext
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Part Number	Manufacturer / Description	Qty.	Unit	Ext
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PAYMENT TERMS: All invoices are due in full within 30 days from date of invoice. A monthly service charge of 1.5% (18% A.P.R.) will be assessed on all unpaid balances after such date. A convenience fee of 3% of the invoice amount will be added to all invoices paid by credit card.

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INSTALLATION SCOPE REVIEW: May be required based on size and or complexity of project. In the event installation scope review is required, it must be filled out along with acceptance of quote.

Project

Beds

PO #:

Signature:

Date:

Total:

\$5,705.99



AGENDA ITEM REPORT
Public Health & Safety Committee
August 4, 2025
ITEM 4B

REQUEST: Approval to enter into an amended agreement for a 3-year extension with Andy Frain Managed Crossing Guard Services, located in Hoffman Estates, IL, beginning August 2025 at a cost not to exceed \$243,457.00 for the 2025-2026 academic year.

FROM: Kasia Cawley, Police Chief

ITEM TYPE: Contract - Committee

REQUEST SUMMARY

In partnership with School Districts 211, 54, 46 and 15 the police department staffs 25 crossings for 12 schools throughout the Village of Hoffman Estates. During the 2024-2025 academic school year, Andy Frain provided excellent service and professionalism to our community in staffing all these school crossings. The police department is requesting to extend the current agreement with Andy Frain for an additional 3 years.

FINANCIAL IMPACT

This agreement provides costs based upon 49 crossing guard hours per day at a rate of \$24.27 per hour for 181 school days. A Field Supervisor would be assigned to Hoffman Estates crossings which bills additional administrative time. Andy Frain holds general liability and workman's comp insurance protection that exceeds the standard coverage required. All expenses incurred for recruitment, training, equipment, scheduling, payroll and management of the crossing guard personnel are assumed by Andy Frain Services.

RECOMMENDATION

Approval to enter into an amended agreement for a 3-year extension with Andy Frain Managed Crossing Guard Services, located in Hoffman Estates, IL, beginning August 2025 at a cost not to exceed \$243,457.00 for the 2025-2026 academic year.

ATTACHMENTS

1. Hoffman Estates CG 2025-2028 Rate Amendment



AMENDMENT TO SERVICE AGREEMENT

Effective July 15, 2025 (“Effective Date”), this Amendment (“Amendment”) to Service Agreement amends that certain Service Agreement made by and between Andy Frain Services, Inc. (“Contractor”) and **VILLAGE OF HOFFMAN ESTATES** (“Customer”), as follows:

WHEREAS, Customer and Contractor entered into that Service Agreement effective July 26, 2024 (the “**Agreement**”) setting forth the terms and conditions under which Contractor provides Customer certain crossing guard personnel (as defined in the Agreement);

WHEREAS, Customer and Contractor now wish to amend the Agreement by entering into this Amendment with such amended terms to commence as of the Effective Date; and

WHEREAS, any term not defined in this Amendment shall have the same meaning ascribed thereto in the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, Customer and Contractor hereby agree to amend the Agreement as delineated below commencing as of the Effective Date:

1. **Term.** The Parties agree that Section 2 of the Agreement shall be amended, the Customer electing to extend the Agreement for an additional three (3) years, and the Term shall be extended to July 31, 2028.

2. **Rates.** The Parties agree that Contractor shall perform its Services at the following bill rates:

July 31, 2025 – June 30, 2026

Service Personnel	Regular	Overtime/Holiday
Crossing Guard	\$24.27	\$36.41

July 31, 2026 – June 30, 2027

Service Personnel	Regular	Overtime/Holiday
Crossing Guard	\$24.87	\$37.31

July 31, 2027 – June 30, 2028

Service Personnel	Regular	Overtime/Holiday
Crossing Guard	\$25.49	\$38.24

3. The Parties agree that this Amendment shall be incorporated by reference into and shall be made part of the Agreement. The Services as contemplated under this Amendment shall remain subject to all other terms and conditions contained in the Agreement. All other provisions of the Agreement not expressly modified herein this Amendment shall remain in full force and effect, it being understood that, in the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment will take precedence. For the convenience of the Parties,



this Amendment may be executed in any number of counterparts, including by facsimile, electronic signature or portable document format (i.e., .PDF), each of which shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. The execution of a counterpart of the signature page of this Amendment shall be deemed to be the execution of a counterpart of this Amendment.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the parties hereto as of the day and year first written above have duly executed this Agreement.

ANDY FRAIN SERVICES, INC., an Illinois Corporation

By: _____

Vincent Bove

Vice President

Date: _____

VILLAGE OF HOFFMAN ESTATES

By: _____

Date: _____