



AGENDA
Village Board of Trustees
Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

September 2, 2025	Council Chambers	7:00 PM
--------------------------	-------------------------	----------------

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **PUBLIC COMMENT**
4. **APPROVAL OF MINUTES**
 - A. Village Board 08-18-2025
5. **CONSENT AGENDA/OMNIBUS VOTE (Roll Call Vote)**

(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Trustee so requests. In that event, the discussion will be the first item of business after approval of the Consent Agenda.)

 - A. Approval of Agenda
 - B. Approval of the schedule of bills for 09-02-25 - \$4,124,674.37
6. **REPORTS**
 - A. President's Report
 1. Proclamation(s)
 - a. Rachel Musiala Day (30 Years Service)
 - B. Trustee Comments
 - C. Village Manager's Report
 - D. Village Clerk's Report
 - E. Committee Reports
 1. Planning, Building & Zoning
 2. General Administration & Personnel
 3. Transportation & Road Improvement
7. **ADDITIONAL BUSINESS**

- A. Approval of an Ordinance establishing a Special Service Area in the Village of Hoffman Estates, Illinois - Special Service Area 2025-1 (Kensington Fields).
- B. Approval an Ordinance Establishing Chapter 19 - Procurement and Amending Section 4-7-4 (I) of the Municipal Code.
- C. Approval of the Collective Bargaining Agreement between the Village of Hoffman Estates and the Metropolitan Alliance of Police, Hoffman Estates Chapter 96 for the period January 1, 2025 through December 31, 2027.

8. **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.

MEETING: **HOFFMAN ESTATES VILLAGE BOARD**
DATE: **AUGUST 18, 2025**
PLACE: **COUNCIL CHAMBERS**
 MUNICIPAL BUILDING COMPLEX
 1900 HASSELL ROAD
 HOFFMAN ESTATES, ILLINOIS

1. CALL TO ORDER/ROLL CALL

Village President William McLeod called the meeting to order at 7:35 p.m. The Village Clerk called the roll. Trustees present: Gary Pilafas, Gary Stanton, Karen Arnet, Patrick Kinnane. Trustee Karen Mills and Trustee Anna Newell attended electronically.
A quorum was present.

Motion by Trustee Arnet, seconded by Trustee Stanton to allow electronic attendance of Trustees Karen Mills and Ann Newell. Voice vote taken. All ayes. Motion carried.

ADMINISTRATIVE PERSONNEL PRESENT

E. Palm, Village Manager
J. Pape, Assistant Village Manager
A. Janura, Corporation Counsel
J. Dickson, Asst. Corporation Counsel
K. Cawley, Chief of Police
A. Wax, Fire Chief
R. Musiala, Finance Director
P. Gugliotta, Development Services Director
J. Nebel, PW Director
J. Horn, Planning & Transportation Director
M. Saavedra, HHS Director
P. Seger, HRM Director
D. Raszka, Director of IT
M. Brito, Communications Manager
R. Signorella, Multimedia Production Manager
B. Gibbs, NOW Arena Manager

3. PUBLIC COMMENTS

No one wished to be recognized.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was led by Trustee Mills.

4. APPROVAL OF MINUTES

4.A. Approval of Minutes 08-04-2025 Special

Motion by Trustee Pilafas, seconded by Trustee Arnet, to approve Item 4A. Voice vote taken. All ayes. Motion carried.

4.B. Approval of Minutes 08-04-2025

Motion by Trustee Pilafas, seconded by Trustee Arnet, to approve Item 4B. Voice vote taken. All ayes. Motion carried.

5. CONSENT AGENDA/OMNIBUS VOTE:**5.A. Approval of Agenda**

Motion by Trustee Pilafas, seconded by Trustee Arnet, to approve Item 5.A.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane.

Nay:

Mayor McLeod voted aye.

Motion carried.

5.B. Approval of the schedule of bills for August 18, 2025 - \$6,588,826.79.

Motion by Trustee Pilafas, seconded by Trustee Arnet, to approve Item 5.B.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane.

Nay:

Mayor McLeod voted aye.

Motion carried.

6. REPORTS**6.A. President's Report****1. Board & Commission Appointment(s)/Reappointment(s)/Resignation(s)**

Motion by Trustee Arnet, seconded by Trustee Pilafas, to accept the appointment of Greg Carroll to the Commission for People with Disabilities, Term ending April 30, 2027. Voice vote taken. All ayes. Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to accept the resignations of both Chrissy Christian and Alfredo Izquierdo from the Sustainability Commission. Voice vote taken. All ayes. Motion carried.

Mayor McLeod wished a happy birthday to Trustee Stanton. He mentioned the upcoming Wine Wednesday event at Bell Works. He stated that he attended several events and meetings including the Chicago Marriott Northwest Ribbon Cutting, a Metropolitan Mayors Caucus Public Transit meeting, a Celtic Fest Commission meeting, National Night Out at the Police Department, Freezy Friday at Seascapes, the Federation of Indian Association's Independence Day Celebration, Celtic Fest, ReNew Apartment Summer Party, RTA Ad Hoc Committee meeting, the National League of Cities Education Task Force, the La Vida en Color preview, and a Fourth Fest Committee meeting. He also attended a retirement party for MaryJo Imperato and Lori Vasquez from Hanover Township, the Marianos Grand Re-Opening, the Community Car Show, the Beth Tikvah Annual Picnic, two Eagle Scout Honor Court ceremonies, and the St. Hubert Flag Raising for the beginning of school.

6.B. Trustee Comments

Trustee Mills was sorry to miss so many great events as she was on a family vacation. She wished Trustee Stanton a happy birthday.

Trustee Newell attended National Night Out, Summer Sounds on the Green, Celtic Fest, the ReNew Apartment Summer Party, Makers Market at Barrington Square, the Marianos Grand Re-Opening, a block party on Brittney Lane, the Beth Tikvah Annual Picnic, PetFest at the NOW Arena and two Eagle Scout Honor Court ceremonies. She wished Trustee Stanton a happy birthday.

Trustee Pilafas attended the last Platzkonzert Commission meeting before Platzkonzert coming up on September 6th through 8th. He also attended Celtic Fest and Summer Sounds on the Green. He mentioned the last Summer Sounds on the Green concert is on the 21st. He wished Trustee Stanton a happy birthday.

Trustee Stanton attended the Chicago Marriott Northwest Ribbon Cutting, National Night Out, the ReNew Apartment Summer Party, the La Vida en Color preview, the Marianos Grand Re-Opening and the Beth Tikvah Annual Picnic

Trustee Arnet attended National Night Out, the ReNew Apartment Summer Party, Celtic Fest, Makers Market at Barrington Square, the Marianos Grand Re-Opening, the Community Car Show, a block party on Brittney Lane, the Beth Tikvah Annual Picnic, PetFest at the NOW Arena and an Eagle Scout Honor Court ceremony. She wished Trustee Stanton a happy birthday.

Trustee Kinnane attended the Chicago Marriott Northwest Ribbon Cutting, National Night Out, a few Knights of Columbus meetings, Makers Market at Barrington Square, the Beth Tikvah Annual Picnic, and two Eagle Scout Honor Court ceremonies. He also served as part of the Honor Guard for the flag raising ceremony at St. Huberts.

6.C. Village Manager's Report

Village Manager Palm reminded everyone that the next Village Board meeting will fall on Tuesday, September 2nd due to the Labor Day holiday on Monday.

6.D. Village Clerk's Report

The Village Clerk had no report.

6.E. Treasurer's Report

Mayor McLeod stated that the Treasurer's report would be received and filed.

7. PLANNING AND ZONING COMMISSION RECOMMENDATIONS

7.A. Approval of Ordinance #5180-2025 granting a Variation for storage shed size for the property located at 1845 W. Shorewood Drive.

Motion by Trustee Pilafas, seconded by Trustee Stanton, to approve Item 7.A.

Discussion

There was no discussion.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane.

Nay:

Mayor McLeod voted aye.

Motion carried.

8. ADDITIONAL BUSINESS

Motion by Trustee Mills, seconded by Trustee Pilafas. to approve by Omnibus Vote items 8.A. through 8.G. Voice vote taken. All ayes. Motion approved.

8.A. Approval of an Ordinance Establishing Chapter 19 - Procurement and Amending Section 4-7-4 (I) of the Municipal Code.

Motion by Trustee Pilafas, seconded by Trustee Stanton, to defer Item 8.A to the next scheduled Board meeting.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane.

Nay:

Mayor McLeod voted aye.

Motion carried.

8.B. Authorization to waive bidding and purchase one Abbeywood Pump Station Altitude Replacement Valve from Ross Valve Manufacturing Co., Inc., Troy, New York in an amount not to exceed \$86,471 and authorize the Village Manager to approve change orders up to \$10,000.

Motion by Trustee Stanton, seconded by Trustee Kinnane, to approve Item 8.B.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane.

Nay:

Mayor McLeod voted aye.

Motion carried.

8.C. Approval of Change Order #1 with Hoerr Construction, Inc. of Goodfield, IL for the 2024 Storm Sewer Rehabilitation Project in the amount of \$75,941 for a total not to exceed cost of \$1,373,947.

Motion by Trustee Mills, seconded by Trustee Pilafas, to approve Item 8.C.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane.

Nay:

Mayor McLeod voted aye.

Motion carried.

8.D. Approval of Change Order #1 with Altorfer Industries, Elmhurst, IL for a Portable Generator in an amount not to exceed \$4,800.

Motion by Trustee Stanton, seconded by Trustee Arnet, to approve Item 8.D.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane.

Nay:

Mayor McLeod voted aye.

Motion carried.

8.E. Approval of an engineering services agreement with Strand Associates, Inc., of Joliet, IL for the 2025 Water Model Update and System Evaluation, in an amount not to exceed \$80,000.

Motion by Trustee Stanton, seconded by Trustee Arnet, to approve Item 8.E.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane.

Nay:

Mayor McLeod voted aye.

Motion carried.

9. EXECUTIVE SESSION

Motion by Trustee Pilafas, seconded by Trustee Arnet, to adjourn the meeting into Executive Session to discuss Acquisition of Real Property (5 ILCS 120/2-(c)-(5)) and Sale or Lease of Property (5 ILCS 120/2-(c)-(6)). Time: 8:01 p.m.

Roll Call:

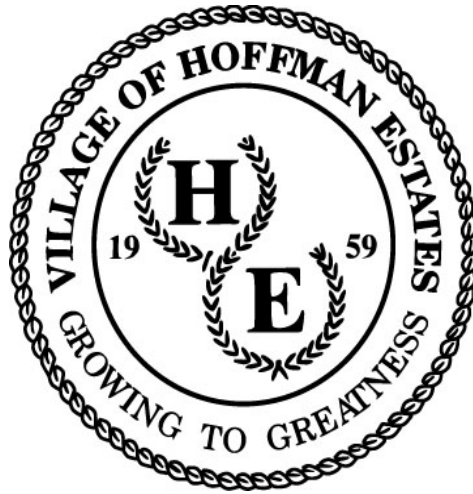
Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane.

Nay:
Mayor McLeod voted aye.
Motion carried.

Patty Richter
Village Clerk

Date Approved

The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.



BILL LIST SUMMARY

BILL LIST AS OF	09/02/2025	\$ 2,531,626.83
MANUAL CHECKS	08/15/2025 - 08/28/2025	\$ 17,900.50
PAYROLL	08/22/2025	\$ 1,575,147.04
TOTAL		\$ 4,124,674.37

VILLAGE OF HOFFMAN ESTATES

SEPTEMBER 2, 2025

ACCOUNT		VENDOR	DESCRIPTION	AMOUNT
GENERAL FUND				
01	0301	GARVEY'S OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$39.95
01	0302	ADVANCE AUTO PARTS	STOCK REPAIR PARTS	\$37.90
01	0302	AMAZON CAPITAL SERVICES INC	STOCK REPAIR PARTS	\$13.18
01	0302	BUMPER TO BUMPER/ LEE AUTO	STOCK REPAIR PARTS	\$259.00
01	0302	BUMPER TO BUMPER/ LEE AUTO	RTN STOCK REPAIR PARTS	(\$50.00)
01	0302	BUMPER TO BUMPER/ LEE AUTO	STOCK REPAIR PARTS	\$154.71
01	0302	CHICAGO PARTS & SOUND LLC	STOCK REPAIR PARTS	\$149.76
01	0302	FACTORY MOTOR PARTS CO	STOCK REPAIR PARTS	\$676.14
01	0302	O'REILLY AUTO PARTS	STOCK REPAIR PARTS	\$87.19
01	0302	RUSH TRUCK CENTER OF ILLINOIS, INC	STOCK REPAIR PARTS	\$39.40
01	0303	PROVEN IT	COPIER SERVICES	\$943.45
CASH AND INVENTORIES				\$2,350.68
01	1408	CREDIT ACCEPTANCE CORPORATION	RESIDENT SELF-HELP FUND	\$479.19
01	1432	ARRP TRUCKING & PAVING	ENGINEER DEPOSIT PERMIT REIMB	\$1,000.00
01	1432	DCCW HOFFMAN ESTATES LLC	ENGINEER DEPOSIT PERMIT REIMB	\$1,964.79
01	1432	ROSE PAVING LLC	ENGINEER DEPOSIT PERMIT REIMB	\$2,000.00
01	1445	RENEW POPLAR CREEK	DUPLICATE PAYMENT LIC #19074	\$27.50
01	1445	RYAN TAX COMPLIANCE SERVICES LLC	BUSINESS LIC OVERP REFUND	\$80.00
01	1445.1	HEHS MADRIGALS	UNCLAIMED FUNDS - CELTIC FEST	\$250.00
01	1445.1	ZENTARO YAMAZAKI	UB REFUND - UNCLAIMED FUNDS	\$27.45
PAYMENTS FROM DEPOSITS ON HAND				\$5,828.93
01	1214	NCPERS-IL IMRF	DED:2030 IMRF LIFE	\$816.00
01	1218	INT'L BROTHERHOOD TEAMSTERS LCL 700	DED:2034 PW DUES	\$4,270.00
01	1218	METROPOLITAN ALLIANCE OF POLICE	DED:2033 MAP 96	\$4,340.00
01	1218	METROPOLITAN ALLIANCE OF POLICE	DED:2038 MAP 97	\$564.00
01	1222	AFLAC	DED:1027 AFLAC-INS	\$7,092.16
01	1223	AFLAC	DED:2027 AFL-AF TAX	\$1,868.22
01	1226	PRE PAID LEGAL SERVICE INC	DED:2035 LEGAL	\$624.44
01	1232	LYDIA S. MEYER TRUSTEE	DED:0021 CT ORDER	\$850.00
PAYROLL DEDUCTION				\$20,424.82
01000011	3205	JJ CONSTRUCTION ENTERPRISES INC	BLDG PERMIT OVERPAYMENT	\$100.00
01000013	3413	MARK COMBS	RESIDENTIAL LOCK BOX RETURN	\$90.00
01000016	3701	NICHOLAS FORSYTHE	HURRICANE - PER DIEM REIMB	\$216.50
GENERAL-REVENUE ACCOUNTS				\$406.50
01101223	4402	WAREHOUSE DIRECT	OFFICE SUPPLIES	\$96.52
01101224	4542	STREETLIGHT DATA INC.	STREET LIGHT - SUBSCRIPTION	\$18,021.00
ADMINISTRATIVE				\$18,117.52
01101324	4542	RICHARD A KAVITT ATTORNEY AT LAW	PROFESSIONAL SERVICES	\$1,500.00
01101324	4567	EDWIN H.BENNN	PROFESSIONAL SERVICES	\$2,622.00
01101324	4567	EUGENE L GRIFFIN & ASSOCIATES LTD	PROFESSIONAL SERVICES	\$1,462.50
LEGAL				\$5,584.50

VILLAGE OF HOFFMAN ESTATES

SEPTEMBER 2, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01101423 4402	GARVEY'S OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$34.75
FINANCE			\$34.75
01101524 4546	PADDOCK PUBLICATIONS INC	BID NOTICES	\$116.10
VILLAGE CLERK			\$116.10
01101621 4212	KEVIN SULLIVAN	SUMMER'25 TUITION REIMB	\$1,775.75
01101623 4416	PROVEN IT	COPIER SERVICES	\$69.92
01101624 4579	PHYSICIANS IMMEDIATE CARE CHICAGO	HR - DRUG SCREEN	\$158.00
01101624 4580	EMPLOYMENT SCREENING ALLIANCE GROUP	FEDERAL CRIMINAL/ MOTOR	\$240.00
HUMAN RESOURCES			\$2,243.67
01102523 4403	PRESSTECH INC.	HE CITIZEN NEWLETTER JUL/AUG	\$4,897.00
01102524 4507	MECO CONSULTING GROUP, LLC	SEP/OCT CITIZEN NEWSLETTER	\$2,400.00
COMMUNICATIONS			\$7,297.00
01107123 4414	SARAH KYLE	NATIONAL NIGHT OUT SUPPLIES	\$123.18
01107124 4510	FULTON SIREN SERVICES	SIREN REPAIR SERVICE	\$1,937.75
EMERGENCY OPERATIONS			\$2,060.93
TOTAL GENERAL GOVERNMENT DEPARTMENT			\$35,454.47
POLICE DEPARTMENT			
01201223 4416	PROVEN IT	COPIER SERVICES	\$494.38
01201223 4422	PAMELA G KARAHALIOS	PROFESSIONAL SERVICES	\$1,150.00
ADMINISTRATIVE			\$1,644.38
01202122 4301	ARMANDO LOPEZ	TRAINING - GASOLINE REIMB	\$115.01
01202122 4301	JUSTIN CORNIEL	DRONE COURSE/EXAM REIMB	\$175.00
01202122 4301	UNIVERSITY OF ILLINOIS URBANA	ARMANDO LOPEZ - TRAINING	\$625.00
01202123 4414	DASH MEDICAL	BLACK NITRILE EXAM GLOVES	\$199.84
PATROL & RESPONSE			\$1,114.85
01202224 4542	ANDY FRAIN SERVICES, INC	SECURITY SERVICES MAY'25	\$25,241.30
TRAFFIC CONTROL			\$25,241.30
01202322 4301	ASSOCIATION OF POLICE SOCIAL SERV	CHIEF'S LUNCHEON 2025	\$100.00
01202323 4414	T-MOBILE USA INC	TIMING ADVANCE	\$50.00
INVESTIGATIONS			\$150.00
TOTAL POLICE DEPARTMENT			\$28,150.53

VILLAGE OF HOFFMAN ESTATES

SEPTEMBER 2, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
FIRE DEPARTMENT			
01301223 4416	PROVEN IT	COPIER SERVICES	\$40.40
ADMINISTRATIVE			\$40.40
01303122 4304	TODAYS UNIFORMS	UNIFORMS	\$1,233.25
01303122 4304.16	AIR ONE EQUIPMENT INC	SHIPPING FEE PO #25000372	\$12.00
01303122 4304.16	AIR ONE EQUIPMENT INC	STRUCTURAL FF GLOVES	\$1,335.00
01303123 4408.12	H6 TACTICAL INC	20 PORTABLE RADIO STRAPS	\$1,499.00
01303123 4408.12	H6 TACTICAL INC	20 PORTABLE SWAY STRAPS	\$199.00
01303123 4408.12	H6 TACTICAL INC	ESTIMATED SHIPPING/HANDLING	\$49.85
SUPPRESSION			\$4,328.10
01303222 4301	NORTHWEST COMMUNITY HOSPITAL	1ST QUARTER IN-STATION CE	\$3,885.00
01303223 4419	STRYKER MEDICAL	3FT ADULT SPO2/CO REUSABLE	\$3,467.10
01303223 4419	STRYKER MEDICAL	ESTIMATED SHIPPING/HANDLING	\$25.00
EMERGENCY MEDICAL SERVICES			\$7,377.10
01303324 4507	FIRE SAFETY CONSULTANTS INC	INSPECTIONS/ PLAN REVIEW	\$1,065.00
01303324 4507	JOHNSON CONTROLS SECURITY SOLUTIONS	PROFESSIONAL SERVICES	\$600.00
PREVENTION			\$1,665.00
01303524 4510	HASTINGS AIR ENERGY CONTROL INC	SERVICE CALL/ LABOR/ PARTS	\$803.00
FIRE STATIONS			\$803.00
TOTAL FIRE DEPARTMENT			\$14,213.60
PUBLIC WORKS			
01401222 4301	BRADLEY PALMER	APWA EXPO PARKING REIMB	\$27.00
01401222 4301	BRYAN SCHWICHTENBERG	APWA EXPO PARKING REIMB	\$27.00
01401222 4301	CASEY WINTZ	APWA EXPO PARKING REIMB	\$27.00
01401222 4301	DANIEL HARDT	APWA EXPO PARKING REIMB	\$27.00
01401222 4301	JOHN KOVAKA	APWA EXPO PARKING REIMB	\$27.00
01401222 4301	JONATHAN BRESEMAN	APWA EXPO PARKING REIMB	\$27.00
01401222 4301	LACIN ALTAN	APWA EXPO PARKING REIMB	\$27.00
01401222 4301	RICKY KASSAL	APWA EXPO PARKING REIMB	\$27.00
01401224 4507	PHYSICIANS IMMEDIATE CARE CHICAGO	PW - NIDA DRUG SCREEN	\$474.00
01401224 4507	PHYSICIANS IMMEDIATE CARE CHICAGO	PW- FITNESS FOR DUTY EXAM	\$315.00
ADMINISTRATIVE			\$1,005.00
01404123 4414	GASPAR ORTEGA	CDL RENEWAL REIMB	\$30.00
SNOW & ICE REMOVAL			\$30.00
01404223 4408	A & A EQUIPMENT & SUPPLY CO.	VARIOUS SUPPLIES	\$371.80
01404224 4502	COMMONWEALTH EDISON	ELECTRIC TRAFFIC SIGNAL	\$2,754.61
01404224 4510	A & A EQUIPMENT & SUPPLY CO.	VARIOUS SUPPLIES	\$300.00
01404224 4521	BUILDERS PAVING, LLC	HMA SC N50 REC 9.5MM	\$1,431.77
01404224 4521	PREFORM TRAFFIC CONTROL SYSTEMS LTD	VARIOUS SUPPLIES	\$1,194.60
01404224 4544	HIGH STAR TRAFFIC	28" SOLID ORANGE TRAFFIC	\$6,537.50
TRAFFIC OPERATIONS			\$12,590.28

VILLAGE OF HOFFMAN ESTATES

SEPTEMBER 2, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01404324 4507	V CARDENAS LANDSCAPING	2025 LANDSCAPE MAINTENANCE	\$2,242.07
01404324 4507	V CARDENAS LANDSCAPING	2025 LANDSCAPE SERVICES	\$3,939.39
FORESTRY			\$6,181.46
01404423 4412	CASE LOTS	24 X 32 BLACK CAN LINERS	\$209.50
01404423 4412	CASE LOTS	40 X 46 BLACK CAN LINERS	\$229.50
01404423 4412	CASE LOTS	ANTIBAC FOAM WASH	\$419.70
01404423 4412	CASE LOTS	BROWN MULTIFOLD TOWEL 400	\$458.00
01404423 4412	CASE LOTS	BROWN ROLL TOWEL 6/800	\$434.25
01404423 4412	CASE LOTS	GREEN SEAL 2 PLY TOILET TOWEL	\$898.00
01404423 4412	CASE LOTS	KITCHEN ROLL TOWEL 30/CS	\$299.50
01404424 4502	COMMONWEALTH EDISON	ELECTRIC 5105 PRAIRIE	\$1,819.01
01404424 4503	NICOR GAS	GAS 1700 MOON LAKE	\$245.40
01404424 4503	NICOR GAS	GAS 1900 HASSELL RD	\$58.56
01404424 4503	NICOR GAS	GAS 225 FLAGSTAFF LN	\$203.44
01404424 4503	NICOR GAS	GAS 2305 PEMBROKE	\$154.99
01404424 4503	NICOR GAS	GAS 2405 PEMBROKE	\$163.19
01404424 4503	NICOR GAS	GAS 411 W HIGGINS RD	\$2,109.89
01404424 4503	NICOR GAS	GAS 5775 BEACON POINTE	\$284.20
01404424 4510	NEUCO INC	RTN REPAIR PARTS	(\$180.00)
01404424 4516	NEUCO INC	REPAIR PARTS	\$194.50
01404424 4516	THE SHERWIN-WILLIAMS CO	PAINT	\$154.10
01404424 4517	ACTION LOCK & KEY, INC	INSPECT & REPAIR HARDWARE	\$1,000.00
01404424 4518	CINTAS #22	FLOOR MAT RENTAL AND CLEAN	\$92.66
01404424 4518	MOLTREE MECHANICAL	REPAIR SERVICE	\$1,040.00
01404424 4520	SOUND INC.	ANNUAL BRIVO HOSTING FEE	\$1,568.33
01404424 4520	SOUND INC.	REPAIR SERVICE	\$1,246.00
01404424 4520	THE FINER LINE	NAME PLATE ENGRAVE	\$56.67
FACILITIES			\$13,159.39
01404522 4304	CINTAS #22	UNIFORM AND MAT RENTAL	\$148.62
01404523 4411	AL WARREN OIL CO INC	BULK 15W40 CK-4 MOTOR OIL	\$961.00
01404523 4411	AL WARREN OIL CO INC	BULK 5W30 FULL SYNTHETIC	\$1,676.50
01404523 4411	AL WARREN OIL CO INC	FUEL BIO-DIESEL	\$2,671.65
01404523 4411	AL WARREN OIL CO INC	FUEL REGULAR	\$12,831.60
01404523 4414	IMPERIAL SUPPLIES LLC	VARIOUS SUPPLIES	\$159.33
01404523 4414	MYERS TIRE SUPPLY	VARIOUS SUPPLIES	\$283.69
01404524 4510	AIRGAS USA, LLC	MEDICAL SUPPLIES	\$781.57
01404524 4510	METRO TANK & PUMP CO	ANNUAL UNDERGROUND STORAGE	\$3,750.00
01404524 4510	STANDARD INDUSTRIAL & AUTO INC	ADDITIONAL REPAIRS FOUND	\$3,110.00
01404524 4510	SYN-TECH SYSTEMS INC	ANNUAL MAINTENANCE FEE	\$550.00
01404524 4510	ULINE	IBC STAND	\$970.13
01404524 4513	AMAZON CAPITAL SERVICES INC	SCREW & BUSHING KIT	\$63.80
01404524 4513	AMAZON CAPITAL SERVICES INC	VARIOUS SUPPLIES	\$246.08
01404524 4513	BRAD MANNING FORD INC	REPAIR PARTS	\$1,185.68
01404524 4513	CAR-ONE TIRE AND AUTO	TIRE DISPOSAL FEE	\$24.00
01404524 4513	FRIENDLY FORD	REPAIR PARTS	\$111.78
01404524 4513	KAMMES AUTO & TRUCK REPAIR INC	STATE INSPECTION	\$45.00
01404524 4514	ACME TRUCK BRAKE & SUPPLY CO.	REPAIR PARTS	\$18.00
01404524 4514	AEC FIRE-SAFETY & SECURITY INC	REPAIR PARTS	\$85.97
01404524 4514	BRISTOL HOSE & FITTING	REPAIR PARTS	\$97.44
01404524 4514	KAMMES AUTO & TRUCK REPAIR INC	STATE INSPECTION	\$45.00

VILLAGE OF HOFFMAN ESTATES

SEPTEMBER 2, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01404524 4514	MACQUEEN EMERGENCY	REPAIR PARTS	\$88.98
01404524 4514	RUSH TRUCK CENTER OF ILLINOIS, INC	REPAIR PARTS	\$2,875.80
01404524 4534	A & A EQUIPMENT & SUPPLY CO.	VARIOUS SUPPLIES	\$680.95
01404524 4534	ADVANCE AUTO PARTS	REPAIR PARTS	\$10.13
01404524 4534	ALTA CONSTRUCTION EQUIPMENT IL LLC	REPAIR PARTS	\$179.18
01404524 4534	BRAD MANNING FORD INC	REPAIR PARTS	\$734.64
01404524 4534	INTERSTATE BATTERIES-NORTH CHICAGO	REPAIR PARTS	\$266.54
01404524 4534	KAMMES AUTO & TRUCK REPAIR INC	STATE INSPECTION	\$225.00
01404524 4535	ADVANCE AUTO PARTS	REPAIR PARTS	\$26.46
01404525 4602	AMAZON CAPITAL SERVICES INC	BUSINESS PRIME ANNUAL FEE	\$129.00
FLEET SERVICES			\$35,033.52

01404623 4414	MENARDS - HNVR PARK	VARIOUS SUPPLIES	\$111.87
01404624 4545	FULLIFE SAFETY CENTER	VARIOUS SUPPLIES	\$58.20
F.A.S.T.			\$170.07

01404724 4522	WELCH BROS INC	48" CONCRETE BLOCK	\$480.00
01404724 4522	WELCH BROS INC	PORTLAND CEMENT 47 LB	\$1,169.00
STORM SEWERS			\$1,649.00

TOTAL PUBLIC WORKS DEPARTMENT			\$69,818.72
--------------------------------------	--	--	--------------------

DEVELOPMENT SERVICES

01505024 4542	AMERICAN TAXI DISPATCH INC	63 TRIPS @ \$7 + ADMIN FEE	\$485.10
PLANNING AND TRANSPORTATION			\$485.10

01505124 4507	GILIO LANDSCAPE CONTRACTORS	MOWING FOR CODE	\$425.00
01505124 4507	THOMPSON ELEVATOR INSPECTION INC	ELEVATOR INSPECTIONS	\$40.00
CODE ENFORCEMENT			\$465.00

01505222 4301	ALAN WENDERSKI	APWA EXPO TRANSPORT REIMB	\$92.83
01505222 4301	ILLINOIS WATER ENVIRONMENT	MEMBER FEE - A. WENDERSKI	\$20.00
ENGINEERING			\$112.83

01505922 4301	VALLEY INDUSTRIAL ASSOCIATION	2025 VIA GOLF OUTING REGISTRAT	\$365.00
01505923 4403	MINUTEMAN PRESS	1,134 POSTARDS 5X7	\$722.01
ECONOMIC DEVELOPMENT			\$1,087.01

TOTAL DEVELOPMENT SERVICES DEPARTMENT			\$2,149.94
--	--	--	-------------------

VILLAGE OF HOFFMAN ESTATES

SEPTEMBER 2, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
HEALTH & HUMAN SERVICES DEPARTMENT			
01556523 4413	AMSCO MEDICAL	BD305759 ECLIPSE NDL 25GX	\$64.50
01556523 4413	AMSCO MEDICAL	DYN1113 ALCOHOL PREP PAD	\$19.50
01556523 4413	AMSCO MEDICAL	HYDD0022 ISOPROPY ALCOHOL	\$4.30
01556523 4413	AMSCO MEDICAL	OWNAT1014 LANCET UNISTIK	\$37.50
01556523 4413	CONTROL SOLUTIONS INC	VFC 400-SP VACCINE MONITORING	\$637.18
01556523 4416	PROVEN IT	COPIER SERVICES	\$112.28
01556524 4507	SCOTT D HAMMER	RISK MNGT PRESENTATION	\$750.00
TOTAL HEALTH & HUMAN SERVICES DEPARTMENT			\$1,625.26
BOARDS & COMMISSIONS DEPARTMENT			
01605724 4507	PHYSICIANS IMMEDIATE CARE CHICAGO	PD - EXAM PRE-EMPLOYMENT	\$1,868.00
01605724 4507	THEODORE POLYGRAPH SERVICE INC.	PRE EMPLOYMENT - R. PADRON	\$200.00
FIRE & POLICE COMMISSION			\$2,068.00
01605824 4560	MIKE REEVES	YOUTH COMM - SUPPLIES REIMB	\$459.79
01605824 4575	MICHELLE PILAFAS	ARTS COMMISS - RECEPTION REIMB	\$50.58
MISCELLANEOUS B & C			\$510.37
TOTAL BOARDS & COMMISSIONS DEPARTMENT			\$2,578.37
TOTAL GENERAL FUND			\$183,001.82
ASSET SEIZURE FUND			
08200824 4539	ILLINOIS SECRETARY OF STATE	LICENSE PLATE RENEWAL P71	\$151.00
TOTAL ASSET SEIZURE FUND			\$151.00
PRAIRIE STONE CAPITAL FUND			
27000025 4621	KIMLEY-HORN & ASSOC INC	PRAIRIE STONE PKWY ACCESS	\$15,069.20
TOTAL PRAIRIE STONE CAPITAL FUND			\$15,069.20
ROAD IMPROVEMENT FUND			
29000025 4606	ALAMP CONCRETE CONTRACTORS,INC.	2025 STREET REVITALIZATION	\$480,787.95
29000025 4606	CHASTAIN & ASSOCIATES LLC	JONES RD STP RESURFACING	\$9,858.55
29000025 4606	CIVILTECH ENGINEERING, INC.	HASSELL RD STP RESURFACING	\$53,913.17
29000025 4606	KATHY BARWACZ	DRIVEWAY REPAIR REIMB	\$490.00
29000025 4606	TRANSYSTEMS CORP.	GANNON DR RESURFACING	\$40,336.60
29000025 4610	ALAMP CONCRETE CONTRACTORS,INC.	VILLAGE HALL PARKING LOT	\$355,059.86
29000025 4610	STRAND ASSOCIATES, INC	HASSELL RD BICYCLE & PEDESTRIAN	\$21,334.94
TOTAL ROAD IMPROVEMENT FUND			\$961,781.07
CAPITAL IMPROVEMENTS FUND			
36000025 4615	ILLINOIS DEPT OF TRANSPORTATION	BEVERLY RD PATH & RESURFACING	\$333,385.82
TOTAL CAPITAL IMPROVEMENTS FUND			\$333,385.82

VILLAGE OF HOFFMAN ESTATES

SEPTEMBER 2, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
CAPITAL VEHICLE AND EQUIPMENT FUND			
37000025 4612	AIR ONE EQUIPMENT INC	30" HALIGAN BAR	\$795.00
37000025 4612	AIR ONE EQUIPMENT INC	FLAT HEAD AX	\$306.00
37000025 4612	AIR ONE EQUIPMENT INC	PAC TOOL MOUNTS	\$444.00
37000025 4612	AIR ONE EQUIPMENT INC	SHIPPING FEE PO #25000389	\$88.00
37000025 4612	AIR ONE EQUIPMENT INC	STREAM LIGHT 90 DEGREE	\$870.00
37000025 4612	AIR ONE EQUIPMENT INC	STREAM LIGHT VULCAN 180 1	\$225.00
37000025 4612	AIR ONE EQUIPMENT INC	STREAM LIGHT VULCAN 180 L	\$645.00
TOTAL CAPITAL VEHICLE AND EQUIPMENT FUND			\$3,373.00
WATERWORKS AND SEWERAGE FUND			
40406723 4408	A & A EQUIPMENT & SUPPLY CO.	VARIOUS SUPPLIES	\$300.00
40406723 4414	LEE JENSEN SALES CO., INC.	POWER CORD W/GLAND 50FT	\$175.00
40406723 4414	STANDARD EQUIPMENT CO	VARIOUS SUPPLIES	\$178.96
40406724 4503	NICOR GAS	GAS 1775 ABBEYWOOD LN	\$54.72
40406724 4503	NICOR GAS	GAS 2550 PRAIRIE STONE	\$55.56
40406724 4503	NICOR GAS	GAS 95 ASTER LN	\$77.76
40406724 4507	WATER SERVICES CO.	LEAK DETECTION EMERG CALL	\$350.00
40406724 4528	HYDRAFLO INC.	REPAIR PARTS	\$266.04
40406724 4528	HYDRAFLO INC.	VARIOUS SUPPLIES	\$6,743.17
40406724 4529	JSN CONTRACTORS SUPPLY	BLUE MARKING PAINT	\$208.80
40406724 4529	SERVICE COMPONENTS INC	REPAIR PARTS	\$263.99
40406724 4529	UNDERGROUND PIPE & VALVE CO	VARIOUS SUPPLIES	\$747.00
40406724 4529	WATER PRODUCTS CO.	REPAIR PARTS	\$1,508.00
40406724 4529	ZIEBELL WATER SERVICE	REPAIR PARTS	\$1,793.22
40406724 4585	AUTO GLASS SERVICE TWO INC	WINDSHIELD GREEN TINT	\$435.00
40406724 4585	KAMMES AUTO & TRUCK REPAIR INC	STATE INSPECTION	\$270.00
WATER DIVISION			\$13,427.22
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1629 CROWFOOT	\$220.40
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 2090 CENTRAL RD	\$545.51
40406824 4507	CONCENTRIC INTEGRATION	TIME & MATERIALS SUPPORT	\$580.00
40406824 4530	JSN CONTRACTORS SUPPLY	KRYLON GREEN MARK PAINT	\$208.80
SEWER DIVISION			\$1,554.71
40407325 4603	US UPFITTERS INC	INTERIOR UP-FITTING	\$13,185.85
40407325 4608	ALAMP CONCRETE CONTRACTORS,INC.	2025 STREET REVITALIZATION	\$253,983.10
40407325 4608	CIORBA GROUP, INC.	ENGINEERING SERVICES	\$6,582.75
40407325 4608	CIORBA GROUP, INC.	NEW PFIZER LIFT CONSTRUCTION	\$17,230.90
40407325 4609	ALAMP CONCRETE CONTRACTORS,INC.	2025 STREET REVITALIZATION	\$644,308.94
40407325 4609	BAXTER & WOODMAN,INC.	SHOE FACTORY RD WM DESIGN	\$2,008.62
CAPITAL PROJECTS			\$937,300.16
TOTAL WATERWORKS AND SEWERAGE FUND			\$952,282.09

VILLAGE OF HOFFMAN ESTATES

SEPTEMBER 2, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
NOW ARENA OPERATING FUND			
41000024 4510	PROVEN IT	COPIER SERVICES	\$183.33
TOTAL NOW ARENA OPERATING FUND			\$183.33
STORMWATER MANAGEMENT FUND			
42000025 4613	HOERR CONSTRUCTION, INC	2024 STORM SEWER REHABILIT	\$2,109.00
42000025 4613	HOERR CONSTRUCTION, INC	STORM SEWER REHABILIT PROJECT	\$75,941.00
TOTAL STORMWATER MANAGEMENT			\$78,050.00
INSURANCE FUND			
46700021 4206	SEDGWICK CLAIMS MGMT SERVICES INC.	UNEMPLOYMENT INSURANCE	\$301.50
TOTAL INSURANCE FUND			\$301.50
INFORMATION TECHNOLOGY FUND			
47008524 4507	SCIENTEL SOLUTIONS LLC	FORTI ANALYZER ADD 5GB PER DAY	\$4,048.00
TOTAL INFORMATION TECHNOLOGYS FUND			\$4,048.00

BILL LIST TOTAL	\$2,531,626.83
------------------------	-----------------------

SUPERION
DATE: 08/28/2025
TIME: 10:55:35

VILLAGE OF HOFFMAN ESTATES
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20250815 00:00:00.000' and '20250828 00:00:00.000'
ACCOUNTING PERIOD: 8/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
0102	138898 V	04/22/25	17730	SCOTT MELZER	01202122	PER DIEM CLASS MEALS R	0.00	-80.00
0102	140337	08/15/25	4496	VERIZON WIRELESS	01101124	LANDLINES	0.00	464.29
0102	140337	08/15/25	4496	VERIZON WIRELESS	01101224	LANDLINES	0.00	266.84
0102	140337	08/15/25	4496	VERIZON WIRELESS	01101424	LANDLINES	0.00	125.28
0102	140337	08/15/25	4496	VERIZON WIRELESS	01101524	LANDLINES	0.00	41.76
0102	140337	08/15/25	4496	VERIZON WIRELESS	01101624	LANDLINES	0.00	125.28
0102	140337	08/15/25	4496	VERIZON WIRELESS	01102524	LANDLINES	0.00	41.76
0102	140337	08/15/25	4496	VERIZON WIRELESS	01107124	LANDLINES	0.00	41.76
0102	140337	08/15/25	4496	VERIZON WIRELESS	01201224	LANDLINES	0.00	1,339.13
0102	140337	08/15/25	4496	VERIZON WIRELESS	01303124	LANDLINES	0.00	63.46
0102	140337	08/15/25	4496	VERIZON WIRELESS	01303224	LANDLINES	0.00	1,088.67
0102	140337	08/15/25	4496	VERIZON WIRELESS	01303324	LANDLINES	0.00	168.68
0102	140337	08/15/25	4496	VERIZON WIRELESS	01401224	LANDLINES	0.00	273.91
0102	140337	08/15/25	4496	VERIZON WIRELESS	01404224	LANDLINES	0.00	222.93
0102	140337	08/15/25	4496	VERIZON WIRELESS	01404324	LANDLINES	0.00	275.55
0102	140337	08/15/25	4496	VERIZON WIRELESS	01404424	LANDLINES	0.00	244.88
0102	140337	08/15/25	4496	VERIZON WIRELESS	01404524	LANDLINES	0.00	105.22
0102	140337	08/15/25	4496	VERIZON WIRELESS	01404624	LANDLINES	0.00	85.16
0102	140337	08/15/25	4496	VERIZON WIRELESS	01404724	LANDLINES	0.00	63.46
0102	140337	08/15/25	4496	VERIZON WIRELESS	01501224	LANDLINES	0.00	83.52
0102	140337	08/15/25	4496	VERIZON WIRELESS	01505024	LANDLINES	0.00	106.86
0102	140337	08/15/25	4496	VERIZON WIRELESS	01505124	LANDLINES	0.00	608.01
0102	140337	08/15/25	4496	VERIZON WIRELESS	01505224	LANDLINES	0.00	760.46
0102	140337	08/15/25	4496	VERIZON WIRELESS	01505924	LANDLINES	0.00	179.58
0102	140337	08/15/25	4496	VERIZON WIRELESS	01556524	LANDLINES	0.00	83.52
0102	140337	08/15/25	4496	VERIZON WIRELESS	40406724	LANDLINES	0.00	1,634.79
0102	140337	08/15/25	4496	VERIZON WIRELESS	47008524	LANDLINES	0.00	21.70
0102	140337	08/15/25	4496	VERIZON WIRELESS	47001224	LANDLINES	0.00	2,999.86
0102	140337	08/15/25	4496	VERIZON WIRELESS	47001224	EQUIPMENT CHARGE	0.00	499.96
TOTAL CHECK							0.00	12,016.28
0102	140338	08/18/25	2645	FEDERAL EXPRESS CORP	01101423	SHIPPING	0.00	43.11
0102	140339	08/18/25	12249	MONA S MORRISON	01102524	PHOTOS - AUG 5 & 9	0.00	180.00
0102	140340	08/21/25	18327	WILLIAM CANNONE	01	C-PAL	0.00	1,855.34
0102	140341	08/21/25	22479	RIDDHIBEN PATEL	01	C-PAL	0.00	1,060.28
0102	140342	08/21/25	11887	JEREMY JAHNKE	01	C-PAL	0.00	1,200.00
0102	140343	08/21/25	21354	MIDSOUTH SOLUTIONS	01	GOLF EQUIPMENT	0.00	553.50
0102	140350	08/26/25	8960	COMCAST BUSINESS	01404424	INTERNET SERVICES	0.00	251.86
0102	140351	08/27/25	22492	ALLAN FREITAG	40400013	UB OVERPAYMENT REFUND	0.00	240.69
0102	140351 V	08/27/25	22492	ALLAN FREITAG	40400013	UB OVERPAYMENT REFUND	0.00	-240.69
TOTAL CHECK							0.00	0.00
0102	140353 V	08/27/25	22492	ALLAN FREITAG	40400013	UB OVERPAYMENT REFUND	0.00	-240.69
0102	140353	08/27/25	22492	ALLAN FREITAG	40400013	UB OVERPAYMENT REFUND	0.00	240.69

SUPERION
DATE: 08/28/2025
TIME: 10:55:35

VILLAGE OF HOFFMAN ESTATES
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20250815 00:00:00.000' and '20250828 00:00:00.000'
ACCOUNTING PERIOD: 8/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	0.00
0102	140354	08/27/25	22492	ALLAN FREITAG	40400013	UB OVERPAYMENT REFUND	0.00	240.69
0102	140355	08/28/25	18491	WELLS FARGO HOME MORTGAG	01	SELF-HELP FUND RENTAL	0.00	579.44
TOTAL CASH ACCOUNT							0.00	17,900.50
TOTAL FUND							0.00	17,900.50
TOTAL REPORT							0.00	17,900.50



AGENDA
Planning, Building & Zoning Committee
Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

September 8, 2025	Council Chambers	7:00 PM
--------------------------	-------------------------	----------------

1. **CALL TO ORDER/ROLL CALL**
2. **APPROVAL OF MINUTES**
 - A. Planning, Building & Zoning Committee 08-04-2025
3. **PUBLIC COMMENT**
4. **OLD BUSINESS**
5. **NEW BUSINESS**
 - A. Approval of an Ordinance vacating public right of way and accepting a public utility easement at 800 Hassell Road (Eisenhower Junior High School)
6. **REPORTS**
 - A. Planning Division Monthly Report
 - B. Code Enforcement Division Monthly Report
 - C. Economic Development and Tourism Monthly Report
7. **PRESIDENT'S REPORT**
8. **ITEMS IN REVIEW**
9. **OTHER**
10. **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
General Administration & Personnel Committee
Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

September 8, 2025	Council Chambers	7:00 PM
--------------------------	-------------------------	----------------

1. **CALL TO ORDER/ROLL CALL**
2. **APPROVAL OF MINUTES**
 - A. General Administration & Personnel Committee 08-04-2025
3. **PUBLIC COMMENT**
4. **OLD BUSINESS**
5. **NEW BUSINESS**
6. **REPORTS**
 - A. Cable TV Monthly Report
 - B. Human Resources Management Monthly Report
 - C. Legislative Operations & Outreach Monthly Report
7. **PRESIDENT'S REPORT**
8. **ITEMS IN REVIEW**
9. **OTHER**
10. **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
Transportation & Road Improvement Committee
Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

September 8, 2025

Council Chambers

**Immediately following General
Administration & Personnel
Committee**

- 1. CALL TO ORDER/ROLL CALL**
- 2. APPROVAL OF MINUTES**
 - A. Transportation & Road Improvement Committee 08-04-2025
- 3. PUBLIC COMMENT**
- 4. OLD BUSINESS**
 - A. Approval of an Ordinance amending Section 6-2-1-HE-11-1314 Electric Bikes and Electric Scooters
- 5. NEW BUSINESS**
- 6. REPORTS**
 - A. Transportation Division Monthly Report
- 7. PRESIDENT'S REPORT**
- 8. ITEMS IN REVIEW**
- 9. OTHER**
- 10. 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

Village Board of Trustees
September 2, 2025
ITEM 7A

REQUEST: Approval of an Ordinance establishing a Special Service Area in the Village of Hoffman Estates, Illinois - Special Service Area 2025-1 (Kensington Fields).

FROM: Jana Dickson, Assistant Corporation Counsel
James Donahue, Senior Planner

ITEM TYPE: Ordinance - Village Board

REQUEST SUMMARY

On October 7, 2024, the Village Board approved Ordinance 5116-2024, granting approval of Kensington Fields, a 69-unit townhome development located at 1950 Hassell Road. Stormwater improvements serving the development will be constructed on outlots to be owned and maintained by the Homeowners Association.

As a condition of approval of Ordinance 5116-2024, a Special Service Area (SSA) was required to be established prior to the issuance of the first building permit. The initial amount of taxes to be levied within the proposed SSA 2025-1 was identified as a maximum of \$100,000.00. The maximum rate of taxes to be extended within the proposed SSA 2025-1 in any year thereafter shall not exceed one percent (1%, being \$1.00 for every \$100.00) of the whole equalized assessed value of the property within the proposed SSA 2025-1. ***SSA 2025-1 shall be “dormant” and only take effect and taxes levied if the Homeowners Association or owner(s) fails to maintain, repair or replace the stormwater improvements.***

A public hearing on the establishment of SSA 2025-1 was held on July 21, 2025. Notice was sent to the taxpayers of record (Pulte Homes) within the proposed SSA and notice of the public hearing was published in a newspaper of general circulation pursuant to the requirements of the Special Service Area Tax Law. As per the Special Service Area Tax Law, the Village Board may pass an ordinance establishing Special Service Area 2025-1, after the 60-day objection period has passed.

The accompanying ordinance shall be in full force and effect on September 19, after its adoption, approval and publication in pamphlet form as required by law.

FINANCIAL IMPACT

N/A

RECOMMENDATION

Approval of an Ordinance establishing a Special Service Area in the Village of Hoffman Estates, Illinois - Special Service Area 2025-1 (Kensington Fields).

ATTACHMENTS

1. Ordinance Establishing Kensington SSA

ORDINANCE NO. _____ - 2025

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE ESTABLISHING
A SPECIAL SERVICE AREA IN THE VILLAGE OF HOFFMAN ESTATES, ILLINOIS
SPECIAL SERVICE AREA 2025-1 (Kensington Fields)**

Section 1: **AUTHORITY.** The Village of Hoffman Estates, Cook County, Illinois (the “Village”) is a home rule municipality within Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare. Pursuant to the power granted to the Village in item (2) of subsection (l) of Section 6 of Article VII of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 et seq. (the “Tax Law”), the Village is authorized to create special service areas in and for the Village and to levy taxes in order to pay for the provision of special services to said special service areas within the boundaries of the Village.

Section 2: **FINDINGS.** The President and Board of Trustees of the Village finds as follows:

- A. The question of the establishment of Special Service Area 2025-1 was considered by the Village Board pursuant to an Ordinance entitled: “An Ordinance proposing the Establishment of a Special Service Area in the Village of Hoffman Estates, Illinois and Providing for a Public Hearing and Other Related Procedures Special Service Area2025-1 (Kensington Fields) and adopted May 19, 2025.
- B. Notice of the public hearing was published on July 2, 2025, in the Daily Herald, a newspaper of general circulation in the Village. In addition, notice was given by depositing the notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed special service area. This notice was mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice was sent to the person last listed on the tax rolls prior to that year as the taxpayer of record.
- C. The public hearing was held before the Village Board at Village Hall at 6:55 p.m. on July 21, 2025, All interested parties were given the opportunity to speak. The public hearing was finally adjourned on July 21, 2025, at approximately 7:00 p.m.
- D. The approximate location of the area is the 13.39 acre property along Hassell Road with a common address of 1950 Hassell Rd. The legal descriptions, common addresses, and Property Identification Numbers for the property which will comprise Special Service Area 2025-1 (hereinafter “Area”) is attached hereto as Exhibit 1 and made a part hereof.
- E. The special service area is compact and contiguous as evidenced by the proposed map of Special Service Area 2025-1 attached hereto as Exhibit 2 and made part hereof.
- F. The general purpose of the formation of the Village of Hoffman Estates Special Service Area 2025-1 is to provide special municipal services to the area which may include the costs of maintenance, repair and reconstruction of the stormwater improvements in the Area.
- G. The Area will benefit specially from the Services to be provided in the event the special service area is established, and the Services are unique and in addition to the municipal services provided generally throughout the Village, and it is, therefore, in the best interests of the Village that Special Service Area 2025-1 be established.

- H. The revenue from the Special Service Area tax shall be used solely and only for Services for which the Village is authorized under the provisions of the Illinois Municipal Code, as amended, to levy taxes or special assessments or to appropriate the funds of the Village, all of the Services to be in and for the Area and all of the necessary Services to be on property now owned or to be acquired by the Village, or property in which the Village will obtain an interest sufficient for the provision of the Services used for the special service area and all of the necessary construction.
- I. The record owner has executed a waiver of objection attached hereto as Exhibit 3.

Section 3: *VILLAGE OF HOFFMAN ESTATES SPECIAL SERVICE AREA 2025- 1 ESTABLISHED.*

A special service area to be known and designated as “Village of Hoffman Estates Special Service Area 2025-1” is hereby established and shall consist of the following described territory:

BLOCKS 1 THROUGH 16 AND OUTLOTS A THROUGH H IN THE FINAL PLAT OF KENSINGTON FIELDS SUBDIVISION BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 5 AND THE SOUTHEAST QUARTER OF SECTION 6, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 2025, AS DOCUMENT NUMBER 2500308047 IN COOK COUNTY, ILLINOS

Common Address: 1950 Hassell Road
PIN: 07-05-300-003-0000

An accurate map of the above-described territory is attached hereto as Exhibit 2.

Section 4: *FINANCING OF THE SPECIAL SERVICE AREA*

Special Service Area 2025-1 is established to provide special municipal services to the area which may include the costs of maintenance, repair and reconstruction of the stormwater improvements within the special service area.

To finance any such special services as described above, the Village shall do the following:

Levy an annual *ad valorem* tax based upon the whole equalized assessed value on each parcel of property in the proposed Special Service Area 2025-1 by the Village, sufficient to produce revenues to provide the Services. Initial tax will be imposed when the need arises to provide needed Services. The initial amount of taxes to be levied within the proposed Special Service Area 2025-1 shall be \$100,000.00. The maximum rate of taxes to be extended within the proposed Special Service Area in any year thereafter shall not exceed one percent (1%, being \$1.00 for every \$100.00) of the whole equalized assessed value of the property within the proposed Special Service Area 2025-1.” Said taxes shall be imposed for an indefinite period of time after the date of the ordinance establishing the proposed Special Service Area 2025-1. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Illinois Property Tax Code. Notwithstanding the foregoing, taxes shall not be levied hereunder and said Area shall be “dormant”, and shall take effect only if the owners association or property owner(s) fail to maintain, repair or replace the stormwater improvements.

Said taxes shall be imposed for an indefinite period of time after the date of the ordinance establishing the proposed Special Service Area 2025-1.

Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Illinois Property Tax Code.

Notwithstanding the foregoing, taxes shall not be levied hereunder and said Area shall be “dormant”, and shall take effect only if the owners association or property owner(s) fails to maintain, repair or replace the stormwater improvements or other common area improvements including, but not limited to, monuments, signage, landscaping, walkways, and other common area elements within the proposed special service area.

Section 5: EFFECTIVE DATE.

This Ordinance shall be in full force and effect on September 19, after its adoption, approval and publication in pamphlet form as required by law. If a petition signed by at least 51% of the electors residing within the special service area and by at least 51% of the owners of record of the land included within the boundaries of the special service area is filed with the Village Clerk, within 60 days following the final adjournment of the public hearing, which occurred on July 21, 2025, objecting to the creation of Special Service Area 2025-1, the Area shall not be created and this Ordinance shall be null and void.

The Village Clerk is hereby directed an ordered to file a certified copy of this Ordinance with the Cook County Clerk, and record a certified copy of the Ordinance with the Cook County Recorder’s Office within sixty (60) days of the effective date hereof.

PASSED THIS _____ day of _____, 2025

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
Trustee Patrick Kinnane	_____	_____	_____	_____
President William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2025

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2025.

EXHIBIT 1

Boundaries of Area

LEGAL DESCRIPTION:

BLOCKS 1 THROUGH 16 AND OUTLOTS A THROUGH H IN THE FINAL PLAT OF KENSINGTON FIELDS SUBDIVISION BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 5 AND THE SOUTHEAST QUARTER OF SECTION 6, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 2025, AS DOCUMENT NUMBER 2500308047 IN COOK COUNTY, ILLINOS

Common Address: 1950 Hassell Road

PIN: 07-05-300-003-0000

EXHIBIT 2
Map or Area



Exhibit 3

WAIVER OF AN OBJECTION TO:

**THE ESTABLISHMENT
OF A SPECIAL SERVICE AREA IN THE VILLAGE OF HOFFMAN ESTATES,
ILLINOIS AND PROVIDING FOR A PUBLIC HEARING AND OTHER RELATED
PROCEDURES**

**Special Service Area 2025-1
(Kensington Fields)**

PULTE HOME COMPANY LLC affirms that it is the sole record owner of the real property,
legally described as follows:

PROPERTY DESCRIPTION:

BLOCKS 1 THROUGH 16 AND OUTLOTS A THROUGH H IN THE FINAL PLAT OF
KENSINGTON FIELDS SUBDIVISION BEING A SUBDIVISION OF THE SOUTHWEST
QUARTER OF SECTION 5 AND THE SOUTHEAST QUARTER OF SECTION 6, BOTH IN
TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 2025, AS DOCUMENT
NUMBER 2500308047 IN COOK COUNTY, ILLINOS

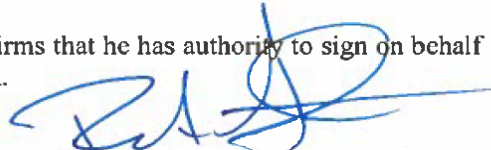
Common Address: 1950 Hassell Road

PIN: 07-05-300-003-0000

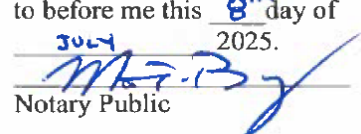
Owner further affirms that it has received the Notice attached hereto as Exhibit 1 and has
no objection to the creation of Special Service Area 2025-1 by the Village Board of Hoffman
Estates, Illinois, and hereby waives any right of objection it may have to the creation of the Special
Service Area pursuant to 35 ILCS 200/27-55, so long as such special service area complies with
such Notice.

The person whose signature appears below affirms that he has authority to sign on behalf
of owner and accepts any liability associated therewith.

Signature
Name
Date
Title


Robert Galt
July 8, 2025
Vice President

SUBSCRIBED AND SWORN
to before me this 8th day of
JULY 2025.


Notary Public





AGENDA ITEM REPORT

Village Board of Trustees
September 2, 2025
ITEM 7B

REQUEST: Approval an Ordinance Establishing Chapter 19 - Procurement and Amending Section 4-7-4 (I) of the Municipal Code.

FROM: Rachel Musiala, Finance Director
Eric Palm, Village Manager
Jana Dickson, Assistant Corporation Counsel

ITEM TYPE: Ordinance - Village Board

REQUEST SUMMARY

From time to time, the Village reviews its policies and procedures and offers changes as appropriate. Recently, the Village reviewed its purchasing and procurement procedures. It has been approximately twenty years since the last set of procedures have been reviewed. As a result, several changes have been made and are available for review in the attached ordinance. The key highlights are as follows:

1. The procurement regulations are now a stand-alone section in the municipal code. Previously, they were an administrative policy approved by the Village Board and referenced throughout the code.
2. The new regulations memorialize and reflect our current policies and procedures. For example, many purchases of vehicles, equipment, computer software and subscriptions, as well as professional services agreements required a "waiver of bids" from the corporate authorities. In practice, those items are rarely "bid," but the Village receives proposals (RFPs) and competitive pricing from multiple sources. The new procedures provide for proposals and quotes as approved means by which to procure items and services. These items that exceed the manager's threshold will still need approval by the corporate authorities; however, the requested action will no longer require a "waiver of bids."
3. The village manager's spending authority has been increased to \$50,000 from \$30,000. A review of neighboring communities found a mix of thresholds: Schaumburg, Palatine: \$75,000; Mount Prospect, Buffalo Grove: \$50,000; EGV: \$40,000.
4. Additionally, the village manager has a separate spending threshold of \$250,000 as it relates to purchases of items for cybersecurity.

These changes were created through a joint effort of Finance, General Government and Corporation Counsel, as well as input from the operating departments.

FINANCIAL IMPACT

None

RECOMMENDATION

Approve an Ordinance Establishing Chapter 19 - Procurement and Amending Section 4-7-4 (I) of the Municipal Code

ATTACHMENTS

1. Ordinance - Procurement
2. Chapter19-Procurement August 2025 final

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE ESTABLISHING CHAPTER 19 – PROCUREMENT AND AMENDING
SECTION 4-7-4 (I), VILLAGE MANAGER PURCHASING AUTHORITY,
OF THE HOFFMAN ESTATES MUNICIPAL CODE

WHEREAS, the Village of Hoffman Estates, as a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970, has the authority to exercise any power and perform any function pertaining to its government and affairs, except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Village of Hoffman Estates desires to enact certain regulations regarding procurement; and

WHEREAS, the Village of Hoffman Estates finds it is the best interests of the Village to amend the Village’s Municipal Code to provide for same.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hoffman Estates, Cook County, Illinois, as follows:

Section 1: That Chapter 19: PROCUREMENT, of the Hoffman Estates Municipal Code, is hereby established and attached as Exhibit “A.”

Section 2: That Section 4-7-4 (I), of Chapter 4, APPOINTED BOARDS, COMMISSIONS AND OFFICERS: MEMBERSHIP, QUALIFICATION AND DUTIES, of the Hoffman Estates Municipal Code, is hereby amended to read as follows:

Purchase all materials, supplies and equipment consistent with Chapter 19 of this Code. ~~for which funds are provided in the budget for amounts up to and including \$30,000.00. For expenditure in excess of \$5,000.00 and up to \$30,000.00, the Village Manager shall secure, when feasible, at least three quotations before making purchases and if called upon by the Board of Trustees be prepared to present the quotations. For expenditures in excess of \$5,000.00 and up to \$30,000.00, where three quotations are not received, the matter shall be presented to the Board of Trustees, except upon an emergency or exigent circumstance but a poll of the corporate authorities with at least four members in support shall be required prior to such emergency or exigent expenditure and presentation to the Board of Trustees. A local business preference of two percent shall be applied to such quotations or any other expenditures less than \$30,000.00. For the purpose of evaluating the lowest responsible quotation, the actual award shall be made in the amount of the original quotation. The Village Manager shall receive sealed bids for purchases or contracts in excess of \$30,000.00 and present them to the Board of Trustees for approval and advise the Board on the advantages or disadvantages of contract and bid proposals. No purchase shall be made, contract let or obligation incurred for any item or service which exceeds the current working budget without prior approval by the Board of Trustees. No contract in excess of \$30,000.00 and no contract for new construction shall be let except by the Board of Trustees. The Village Manager may issue such rules governing purchasing procedures within the administrative organization as the Board of Trustees shall approve.~~

Section 3: The Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 4: This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2025

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
Trustee Patrick Kinnane	_____	_____	_____	_____
President William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2025

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2025

CHAPTER 19

PROCUREMENT CODE

Article 1

AUTHORITY

Section 19-1-1. AUTHORITY

The Village hereby exercises the power to contract and be contracted with pursuant to the Illinois Municipal Code 65 ILCS 5/2-2-12. To the extent necessary to comply with the provisions of this Ordinance, and where allowed by law, the Village hereby exercises its home-rule authority found in Article VII, Section 6, of the Illinois Constitution.

Article 2

PURPOSE AND POLICY

Section 19-2-1. PURPOSE AND POLICY

A. Purpose. This Chapter shall be construed and applied to promote its underlying purposes. The underlying purposes of this Chapter are:

To provide Village of Hoffman Estates staff with directions and guidelines for the acquisition of goods and services;

To obtain in a cost effective and responsive manner the supplies, services and construction required by the Village to serve the Village's residents and business;

To provide a system for procurement which complies with the laws and constitution of the State of Illinois and the requirements of any state or federal funding;

To provide safeguards for maintaining a procurement system of fairness, quality and integrity.

B. Application. This Chapter applies to contracts for the procurement of supplies, services, and construction, agreed to by the Village after the effective date of this Chapter. It shall apply to every expenditure of public funds by the Village for public purchasing, irrespective of the source of the funds.

When the Village's procurement involves any expenditure regulated by Illinois State statute, except where otherwise provided by exercise of the Village's home rule powers, by federal regulations or by any other regulatory agency, the procurement shall be conducted in accordance with all applicable laws and regulations. Nothing in this Chapter shall be construed to prohibit the Village from complying with the terms of a grant or gift.

The Finance Director shall promulgate written policies and procedure for all procurements that involve the expenditure of state and federal funds.

C. Public Access to Procurement Information. Procurement information shall be a public record to the extent provided in the Illinois Freedom of Information Act, 5 Illinois Compiled Statutes 140/1 et seq., as amended.

Article 3
CODE OF ETHICS FOR PURCHASING

Section 19-3-1. CODE OF ETHICS FOR PURCHASING

All Village personnel engaged in purchasing and related activities are required to comply with the Village Code of Ethics found in Article 15 of the Village Code of Hoffman Estates as well as all applicable state and federal regulations including but not limited to the Interests in Contracts provisions of the Illinois Municipal Code 65 ILCS 5/3.1-55-10, the Public Officer Prohibited Activities Act 50 ILCS 105/0.01 et seq., and the Interference with Public Contracting provisions of the Illinois Criminal Code 720 ILCS 5/11-39.2-10. Transactions relating to expenditure of public funds require the highest degree of public trust to protect the interests of the Village and the residents of Hoffman Estates. Village employees shall strive to:

1. Ensure that public money is spent efficiently and effectively and in accordance with statutes, regulations, and Village policies.
2. Procure the item needed by the Village that when placed in use will represent the maximum benefit and most economical cost for each dollar spent over the use or service life of the item.
3. Consider cooperative purchasing with other local governments and/or with the state of Illinois.
4. Not accept gifts or favors from current or potential suppliers, which might compromise the integrity of their purchasing function.
5. Specify generic descriptions of goods wherever possible in lieu of brand names when compiling specifications.
6. Purchase orders for identical goods or services should not be split or variations to Village Board approvals be made in order to circumvent established policy.
7. Purchase without favor or prejudice.
8. Ensure that all potential suppliers are provided with adequate and identical information upon which to base their offer or quotation and that any subsequent information is made available to all bidders.

9. Establish and maintain procedures to ensure that fair and equal consideration is given to each offer or quotation received.
10. Offer a prompt and courteous response to all inquiries from potential or existing suppliers.

It shall be the responsibility of the Village Manager to determine if a violation of this Code of Ethics has occurred and if disciplinary action is necessary in accordance with the Village's Personnel Manual.

Article 4

DEFINITIONS

The words defined in this Chapter shall have the meanings set forth below whenever they appear in this Chapter or in any operational procedures promulgated thereunder:

- A. “Change Order” – A change in a contract term other than as specifically provided for in the contract which authorizes or necessitates any increase or decrease in the cost of the contract or the time to completion.
- B. “Construction” – The process of building, altering, repairing, improving or demolishing any public infrastructure facility, including any public improvements of any kind to real property. Construction does not include the routine operation, routine repair, or routine maintenance of any existing public infrastructure facility, including structures, buildings, or real property.
- C. “Emergency” – Emergencies are defined as events where immediate action is necessary to safeguard the public’s health and safety, or to prevent delays in work, contracts, and/or transportation.
- D. “Invitation for Bids” – All documents, whether attached or incorporated by reference, utilized for soliciting bids.
- E. “Procurement” – Buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
- F. “Public Improvement” – The term “public improvement” shall be given the meaning contemplated in 65 ILCS 8-9-1, and therefore may be subject to interpretation by case law.
- G. “Professional Services” – Services within the scope of a particular area of practice; such as the practice of accounting, architecture, landscape architecture, land surveying, law, medicine, optometry, professional engineering, real estate appraising, or professional nursing or other such area of expertise as defined by State law.

- H. “Public Notice” – The distribution or dissemination of information to interested parties using methods authorized by state law.
- I. “Purchasing Agent” – The Purchasing Agent shall be the Village Manager or his or her designee. The Purchasing Agent may vary from procurement to procurement and may be a Department Director or employee most knowledgeable of the needs of each procurement.
- J. “Request for Proposals” – All documents, whether attached or incorporated by reference, utilized for soliciting proposals.
- K. “Responsible Bidder” – A person who has the capability in all respects to perform fully the contract requirements, and possesses integrity and reliability that will ensure good faith performance.
- L. “Responsive Bidder” – A person who has submitted a bid that conforms in all material respects to the invitation for bids.
- M. “Specification” – Any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. A specification may include a description of any requirement for inspecting, testing, or preparing a supply, services or construction item for delivery.
- N. “Supplies” – All property, including, but not limited to, equipment and materials excluding land or a permanent interest in land.
- O. “Term Contract” – A contract in which a source or sources of supply are established for a specified period of time for specified services or supplies at an agreed upon unit price(s).
- P. “Unit of Government” – any unit or association of units of federal, state or local government, any public authority which has the power to tax, any other public entity created by statute and any other entity which expends public funds for the procurement of supplies, services or construction.

Article 5
METHODS OF PROCUREMENT

Section 19-5-1. COMPETITIVE SEALED BIDS.

The Village Manager or his or her designee shall be responsible for determining the appropriate method or procurement for each purchase and shall promulgate any policies and forms necessary for achieving the goals and requirements of this Chapter.

Unless otherwise required by law, all Village contracts shall be awarded by one of the following methods:

A. Competitive Sealed Bids. Contracts for construction and public improvement projects in excess of \$50,000 shall be awarded via competitive sealed bids unless a bid waiver is obtained by a two-thirds vote of the Village Board.

1. Invitation For Bids. An invitation for bids shall be issued for contracts and shall include specifications and all contractual terms and conditions applicable to the procurement. The invitation for bids shall set forth the evaluation criteria to be used, including but not limited to inspection, testing, quality, workmanship, delivery, suitability for a particular purpose, and past performance.

2. Public Notice. Adequate public notice of an invitation for bids shall be given at a reasonable time, not less than fourteen (14) calendar days prior to the date set forth therein for the opening of bids. The Purchasing Agent shall designate a means of distribution or determination of information to interested parties using methods that are reasonably available. Such methods may include publication in newspapers of general circulation, electronic or paper mailing lists, and web sites designated and maintained for such notification. Notice shall be made by the Village Clerk. Said notice shall state the place, date, and time of the bid opening.

3. Pre-Bidder's Conference. It is strongly recommended that a pre-bidder's conference be offered to Construction and Service Project vendors prior to the bid opening. Notification and attendance requirements of the pre-bidder's conference will be included with the bid invitation package. This notification should indicate the date, time and location of the conference and who, on Village staff, will be in attendance. The conference should be held early in the bidding process, leaving vendors ample time following the conference to prepare their bids. If at all possible,

the pre-bidder's conference should be held at a reasonable time after the publishing of a bid package, giving vendors enough time to develop questions regarding the bid specifications prior to the conference.

At the pre-bidder's conference, a sign-in sheet should be available for all vendors' signatures. Vendors attending the conference are reminded to sign in and leave business cards if possible. This will provide an accurate and complete list of the vendors in attendance along with their respective addresses and phone numbers. If any questions or comments arise which might materially alter the bid specifications or the way a vendor might respond to an invitation to bid, such information is documented and sent to all bidders on the bidder's list. During the pre-bidder's conference, staff may choose to provide a site visit. If possible, announce that a site visit will be provided in the bid invitation package.

4. Bid Opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and any other relevant information shall be recorded by the Village Clerk with the name of each bidder. The record and each bid shall be open to public inspection and maintained by the Village Clerk after bid opening.

5. Bid Evaluation. Bids shall be evaluated and the determination of a responsible bidder based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria affecting bid price, and be considered in evaluation for award, shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs.

6. Correction or Withdrawal of Bids. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. Mistakes discovered before bid opening may be withdrawn by written or telegraphic notice received in the office of the Purchasing Agent to the time set for bid opening. Any modification prior to the bid opening must be submitted in a sealed envelope prior to the scheduled opening of the bid. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the

Village or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake may be permitted to withdraw its bid if:

The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or

The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made .

7. Award. All contracts shall be awarded by the Corporate Authority, or Village Manager if the contract amount is \$50,000 or less, with reasonable promptness by appropriate written notice to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In the event the low responsive and responsible bid for a construction project exceeds available funds, the Purchasing Agent is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds.

8. Bid Waivers. Where competitive sealed bidding is required, the Village Board, by a two-thirds vote of all the Trustees then holding office, may waive the bidding procedures and enter into a contract or agreement. Requests for bid waivers shall be made only when goods or services are proprietary (i.e. sole source), where standardization is necessary or desirable (e.g. furniture), in emergencies as defined in this Ordinance, or when it is in the best interests of the Village to do so. In any instance, a statement justifying the need for a bid waiver shall be included in the department's recommendation.

9. Multistep Sealed and or Design-Build Bidding. When it is considered impractical to prepare a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

B. Request For Proposals (RFP). Where the Village Manager determines that the competitive sealed bidding process is not appropriate to meet the needs of the Village for the purchase of supplies or services proposals shall be solicited through a request for proposals.

1. Public Notice. Adequate public notice of the request for proposals shall be given in the same manner as provided for sealed bids, provided such notice shall not be less than fourteen (14) calendar days prior to the date set forth therein for the opening of proposals.

2. Receipt of Proposals. Proposals shall be opened so as to avoid disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

3. Evaluation Factors. The request for proposals shall state the relative importance of price and other evaluation factors.

4. Respondent Negotiations and Revisions to Proposals. As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors determined to be substantially equivalent shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.

5. Award. Award shall be made by the Corporate Authority, or the Village Manager if the contract amount is \$50,000 or less, to the responsible vendor whose proposal is determined to be the most advantageous to the Village, taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made.

C. Competitive Sealed Proposals. When the Village Manager determines that it is in the best interest of the Village to review proposals for professional services prior to reviewing pricing, a contract may be entered into by the use of the competitive sealed proposals method.

D. Qualification Based Selection (QBS). When required to do so by the source of state or federal funding, the Village is authorized to engage in Qualification Based

Selection for the procurement of engineering, architectural, or land surveying services pursuant to the requirements of the Local Government Professional Services Selection Act 50 ILCS 510/0.01.

E. Small Purchases. Any purchase not exceeding fifty thousand dollars (\$50,000.00) may be made in accordance with the small purchase procedures authorized in this Section; provided, however, that procurement requirements shall not be artificially divided so as to constitute a small purchase under this Section.

1. Small Purchases Over \$10,000 but Not Exceeding \$50,000. As much as is practical for small purchases in excess of ten thousand dollars (\$10,000.00) but not exceeding fifty thousand dollars (\$50,000.00), three written quotes shall be required. Emailed or faxed quotes will be accepted. Award shall be made to the responsive, responsible person offering the lowest acceptable quotation. The names of the persons submitting quotations, and the date and amount of each quotation shall be recorded and maintained as a public record.

2. Small Purchases Over \$2,500 but Not Exceeding \$10,000. As much as is practical for small purchases in excess of two thousand, five hundred dollars (\$2,500.00) but not exceeding ten thousand dollars (\$10,000.00), a minimum of two, but three written quotes shall be obtained. Emailed or faxed quotes will be accepted. Award shall be made to the responsive, responsible person offering the lowest acceptable quotation. The names of the persons submitting quotations, and the date and amount of each quotation shall be recorded and maintained as a public record.

3. Small Purchases \$2,500 and Under. The Village Manager shall adopt operational procedures for making small purchases of two thousand, five hundred dollars (\$2,500.00) or less. Such operational procedures shall provide for obtaining adequate and reasonable competition for the supply, service, or construction being purchased.

Small purchases made without the intention to artificially divide in order to meet the small purchase threshold may be made on an individual basis and the cumulative total of small purchases from the same vendor for the year which exceed the small purchase threshold shall not be considered a violation of this Chapter.

F. Sole Source Purchasing. Contracts for parts, supplies, or equipment that are available only from a single source are referred to as sole source purchases. Sole source procurements may arise from the following circumstances:

1. Equipment for which there is no comparable competitive product or is available only from one supplier.
2. Public utility services from natural or regulated monopolies.
3. A component or replacement part for which there is no commercially available substitute, and which can be obtained only from the manufacturer.
4. An item where compatibility is the overriding consideration, such as computer software.
5. A used item, for example, a television transmitter tower, that becomes immediately available and is subject to prior sale.

G. Emergency Purchases. In the event of an emergency, the Village Manager may authorize a vendor to perform work necessary to resolve such emergency without the formal method of procurement being followed. Documentation of the emergency and the need for immediate action shall be presented to the Corporate Authority in a reasonable period of time following the purchase.

H. Cooperative Purchasing:

1. Authority. When deemed by the Village Manager to be in the best interests of the Village, supplies, services or construction may be procured pursuant to a cooperative purchasing agreement made pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/1 et seq., as amended. Such cooperative purchasing may include, but is not limited to, joint or multiparty contracts between public procurement units and open ended public procurement unit contracts that are made available to other governmental units.
2. State Joint Purchasing Master Contracts. When deemed by the Purchasing Agent to be in the best interest of the Village, purchases may be made off of the Joint Purchasing Master Contract list (JPMC) maintained by the Illinois Chief Procurement Office provided that the appropriate contract is listed as “Joint Purchasing Allowed.” Purchases made off of the JPMC must be reported to the appropriate state chief procurement officer.
3. Competition. All cooperative purchasing conducted under this Section shall be through contracts awarded through full and open competition, including use of source selection methods substantially equivalent to those specified in

Section V, Methods Of Procurement. All contracts shall be awarded pursuant to the requirements of Article 7 “Authority to Award and Execute Contracts and Change Order.”

Article 6

GENERAL PROVISIONS APPLICABLE TO ALL METHODS OF PROCUREMENT

Section 19-6-1. GENERAL PROVISIONS APPLICABLE TO ALL METHODS OF PROCUREMENT.

- A. Preparing Specifications. The Purchasing Agent shall prepare, issue, and revise all specifications for supplies, services and construction required to be used in the procurement process. To the extent applicable, the term "specifications" as used in this Section shall also refer to statements of work for services to be performed.
- B. Maximum Practicable Competition. All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the Village's needs, and shall not be unduly restrictive. This Section applies to all specifications, including, but not limited to, those prepared for the Village by third parties.
- C. Evaluation Factors. The following factors may be used in evaluating the responsibility and responsiveness of bids, requests for proposals, and quotes:
1. The ability, capacity, and skill of the bidder to perform the contract to provide the service required.
 2. Whether the vendor can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
 3. The character, integrity, reputation, judgment, experience, and efficiency of the vendor.
 4. The quality of performance of previous contracts of services.
 5. The previous and existing compliance by the vendor with laws and ordinance relating to the contract or service.
 6. The sufficiency of the financial resources and ability of the vendor to perform the contract or provide the service.
 7. The quality, availability, and adaptability of the supplies or contractual service to the particular use required.
 8. The ability of the vendor to provide future maintenance and service for the use of the subject of the contract.
 9. The number and scope of conditions attached to the bid or response.
 10. Whether the vendor has a place of business in the Village.

11. Responsiveness to the exact requirements of the invitation to bid.
12. Ability to work cooperatively with the Village and its administration.
13. Past records of the vendor's transactions with the Village or with other entities as evidence of the bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency and cooperativeness.
14. Contractors submitting bids over \$100,000 should be checked to see if they have been debarred from federal procurement.
15. Contractor's proof of compliance with mandatory disclosures and state law.

D. Non-responsible bidders or respondents. If the lowest responsive bidder is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Purchasing Agent. The unreasonable failure of a bidder or respondent to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or respondent.

E. Evaluation of Revenue Generating Contracts. Revenue generating and concession contracts shall be awarded in accordance with the provision of this Section, except that price shall be evaluated on the basis of the highest bid or offer.

F. Vendor Lists. Departments shall be responsible for maintaining current lists of vendors and for determining prospective vendor's qualifications. When developing the list of vendors, all relevant vendors within the Village of Hoffman Estates will be included on the list.

G. Cancellation Of Invitations for Bids or Requests for Proposals. An invitation for bids, a request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation by the Purchasing Agent. Notice of cancellation shall be sent to all solicited and responding vendors. The reason for cancellation shall be made part of the contract file.

Article 7

AUTHORITY TO AWARD AND EXECUTE CONTRACTS AND CHANGE ORDERS

Section 19-7-1. AUTHORITY TO AWARD AND EXECUTE CONTRACTS AND CHANGE ORDERS.

A. Contract Award and Execution - General.

Village Manager: Any procurement for supplies or services of \$50,000 or less may be awarded and executed by the Village Manager.

Corporate Authority: Except as otherwise provided in this Chapter, all contracts in excess of \$50,000 shall be awarded by the Corporate Authority and executed by the Mayor or Village Manager.

B. Contract Award and Execution – Cybersecurity.

Village Manager: Notwithstanding other provisions contained in this ordinance, in relation to the Village's cybersecurity program, all contracts less than two hundred fifty thousand dollars (\$250,000) may be awarded and executed by the Village Manager.

Corporate Authority: In relation to the Village's cybersecurity program, all contracts of two hundred fifty thousand dollars (\$250,00) shall be awarded by the Corporate Authority and executed by the Mayor or the Village Manager.

C. Approval Of Change Orders and Contract Modifications. The Village Manager in conformity with 720 ILCS 5/33E-9 may approve:

1. Any change order less than or equal to \$50,000
2. Any change order or contract modification that extends the time of completion of a project for less than thirty (30) days.

At no time can the aggregate of change orders approved by the Village Manager exceed \$50,000 or 50% of the original contract amount.

Corporate Authority approval shall be required for all change orders and contract modifications not under the Village Manager's authority.

D. Compliance with Statutory Change Order Provisions.

1. All change shall be made in writing and signed by the vendor
2. All change orders which increase the cost of the contract by \$25,000 or the length of time for completion by 180 days or more shall require a written determination that:

- a. the circumstances said to necessitate the change in performance were not reasonable foreseeable at the time the contract was signed; and
- b. the change is germane to the original contract signed; and
- c. the change order is in the best interest of the Village and authorized by law

3. All change orders which increase the contract cost 50% or more of the original contract amount must be resubmitted for award by the method of procurement used for the original contract pursuant to the Illinois Public Works Change Order Act 50 ILCS 525/1 et seq.

E. Budget Approval. Prior to the issuance of any change order or contract modification, the Finance Director shall certify that sufficient budgeted funds are available.

Article 8

CONTRACT TERMS AND ADMINISTRATION

Section 19-8-1. CONTRACT TERMS AND ADMINISTRATION

- A. Form of Contracts. Any contract form appropriate to the procurement and in the best interests of the Village may be used, provided that a cost plus a percentage of cost contract is prohibited. The Village Manager in consultation with Corporation Counsel shall determine the appropriate form of contract for each procurement.
- B. Multiyear Contracts. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the Village, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.
- C. Term Contracts. The Village may award one or more term contracts for the supply of any given class or type of supplies or services subject to sufficient appropriation.
- D. Contract Provisions. All Village contracts for supplies, services and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract and shall be reviewed by the Corporation Counsel prior to award and execution.
- E. Termination of Contracts due to Non-Appropriation of Funds in Future Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled.
- F. Insurance Requirements. The Village Manager in consultation with the Risk Manager and Corporation Counsel shall determine the types and amounts of insurance coverage that shall be required on each contract.
- G. Right To Audit Records. The Village may, at reasonable times and places, audit the books and records of a contractor or any subcontractor under any negotiated contract, subcontract, change order or contract modification, other than a firm fixed price contract, to the extent that such books and records relate to the performance of such contract, subcontract, change order or contract modification. Such books and records shall be

maintained by the contractor or subcontractor for a period of at least three (3) years from the date of final payment.

H. Commencement Of Work. Unless otherwise authorized by the Purchasing Agent, no work shall be commenced, nor any supplies delivered, under any Village contract until all conditions precedent as specified in the contract documents have been met, including, but not limited to:

The contract has been duly executed by the Village and contractor; and

The contractor has furnished, where required, certificates of insurance, performance bonds and payment bonds.

I. Village Procurement Records.

1. Contract File. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the Village in a contract file by the Village Clerk for such period as may be defined by the Local Records Commission.

2. Executed Contracts. The originally signed contract with exhibits is routed to the Village Clerk for filing. The Village Clerk's office retains all original contracts for the Village of Hoffman Estates. If the vendor requires an originally signed contract as well, two documents should be executed. The originating department should retain a copy of the contract for future reference.

3. Retention of Procurement Records. All procurement records shall be retained and disposed of by the Village in accordance with records retention guidelines and schedules approved by the Local Records Commission, pursuant to the Local Records Act, 50 Illinois Compiled Statutes 205/1 et seq., as amended.

Article 9

BONDS AND INSURANCE

Section 19-9-1. BONDS, INSURANCE, AND DISCLOSURE

A. Bonds for Construction. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000.00), the following bonds or security shall be delivered to the Village.

1. Bid Security. Bid security shall be required for all construction contracts awarded by competitive sealed bidding, in accordance with applicable law. Bid security may be required for construction contracts awarded by competitive sealed proposals or other methods. Bid security shall be a bond provided by a surety company authorized to do business in the state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the Purchasing Agent.

2. Amount. Bid security shall be in an amount equal to at least ten percent (10%) of the amount of the bid. The Village Manager shall have the authority to require a greater or lesser percentage of bid security.

3. Performance Bond. A performance bond in the form of the performance bond at the end of this Chapter executed by a surety company authorized to do business in the State or otherwise secured in a manner satisfactory to the Village, in an amount equal to one hundred percent (100%) of the price specified in the contract; and

4. Payment Bond. A payment bond {in the form found at the end of this chapter}, executed by a surety company authorized to do business in the State or otherwise secured in a manner satisfactory to the Village, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the contract.

5. Authority To Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the Village Manager to require other forms of security to ensure timely, faithful, and uninterrupted performance.

6. Bonds for Supplies and Service Contracts. Bid and performance bonds or other security may be required for supply or service contracts as the Purchasing Agent, in consultation with the Corporation Counsel, deems advisable to protect

the Village's interests. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

7. Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance. Coverage shall be as least as broad as:

1. Insurance Service Office Commercial General Liability occurrence form CG 0001 (ED. 11/85) and, if requested, Owners and Contractors Protective Liability policy with the Village named as additional insured; and
2. Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90), Symbol 01 "Any Auto" or Business Auto Liability coverage form number CA 0001 (Ed. 1/87) and endorsement CA0029 (Ed. 2/88) changes in Business Auto and Truckers coverage forms: Insured Contract.
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

C. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Minimum General Aggregate shall be no less than \$3,000,000 or a project/contract specific aggregate of \$3,000,000.
2. Business Automobile Liability: \$3,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

D. Deductibles and Self-Insured Retention's. Any deductibles or self-insured retention's must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the Village, its officials, agents, employees and volunteers: or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

E. Other Insurance Provisions. The policies of insurance are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Coverage's.

a. The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

b. The Contractor's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

d. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against the member, its officials, agents, employees and volunteers for losses arising from work performed by the Contractor for the Village.

F. Verification of Coverage. Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements. Any deviation from these insurance requirements must be made by the Village Manager in consultation with the Risk Manager.

Article 10

USE OF ELECTRONIC METHODS IN PROCUREMENT

Section 19-10-1. USE OF ELECTRONIC METHODS IN PROCUREMENT

A. Electronic Transactions: The Village may conduct procurement transactions, including competitive sealed bids, requests for proposals and quote solicitation, by electronic means or in electronic form. The Village Manager may promulgate operational procedures regarding:

Appropriate security to prevent unauthorized access to the bidding, approval and award processes;

Identification;

Confidentiality; and

Utilization of digital signatures, where applicable.

B. Electronic Posting. The Village may electronically post invitations to bid, requests for proposals, quote solicitations, determinations and other information related to procurement on its website.

C. Electronic Records. In accordance with the Illinois Electronic Commerce Security Act, 5 Illinois Compiled Statutes 175/1-101 et seq., whenever this Chapter requires a record to be "written" or "in writing", an electronic record satisfies that requirement. The Village reserves the right to exclude electronic records for certain purposes.

Article 11
PERFORMANCE REQUIREMENTS

Section 19-11-1. GUARANTEE OF PERFORMANCE

Financial Guarantees shall be as required by law and may include cash deposits, letters of credit, or surety bonds. If surety bonds are accepted by the Village, they will be in the following form:



VILLAGE OF HOFFMAN ESTATES PAYMENT AND PERFORMANCE SURETY BOND

BOND NO.	DATE BOND EXECUTED:
PRINCIPAL:	BOND AMOUNT: (written out & numerically)
CO-PRINCIPAL(S):	CONTRACT DOCUMENTS:
SURETY(IES):	PROJECT:

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal(s) and Surety(ies) hereto, recite and declare that:

1. The Principal(s) and Surety(ies) on this bond agree that all undertakings, covenants, terms, conditions and agreements of the Contract Documents listed above and incorporated herein by reference will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the principal or with subcontractors, all just claims due to them under the provisions of such contracts for labor performed or materials furnished in the performance of the Contract on account of which this bond is given.
2. We are held and firmly bound to the obligee Village of Hoffman Estates, Illinois (hereinafter called "Village"), in the sum written above in lawful money of the United States of America, to be paid to the Village, its successors or assigns, for the payment whereof Principal(s), Co-Principals and Surety(ies) bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this Bond.
3. The condition of this Bond is that if the Principal shall in every respect perform all of its obligations under the Contract Documents identified above, which Contract Documents are incorporated herein by reference, then this Bond shall be void; otherwise, the Bond shall continuously remain in full force and effect until released by the Village. Contract Documents shall also include any agreements, bid documents, specifications, engineering, design, or construction requirements or other Village documents associated with the Project, including any laws, ordinances and/or governmental regulations related to the Project.
4. Surety waives all of its surety defenses including, but not limited to, the following:
 - a) It shall be the duty of the Principal to notify the Surety of any revision of the plans, profiles and specifications referred to in the Contract Documents. The Surety expressly waives any right to receive notice from the obligee or to review or approve any revisions to the plans, profiles and specifications referred to in the Contract Documents which are required to meet governmental standards. No such revisions of any kind in the work shall in any way affect the obligation of the Surety under this Bond;
 - b) Any extension or reduction of time beyond the period provided for in the Contract Documents for completion of its obligations under the Agreement shall in no way affect the obligation of the Surety under this Bond;
 - c) The failure or refusal of Village to take any action, proceeding, or steps to enforce any remedy or exercise any right under the Contract Documents, or that taking of any action, proceeding, or step by

Village, acting in good faith upon the belief that same is permitted by the provisions of the Contract Documents, shall not in any way release Principal or Surety, or either of them, or their respective executors, administrators, successors, or assigns, from liability under this Bond. Surety hereby waives notice of any amendment, indulgence made, granted or permitted;

d) The Principal, Co-Principal and Surety intend that each provision of this Bond be valid and binding upon them and expressly agree to abide thereby;

e) In the event of a default of this Bond, the Village may terminate whatever rights Principal, Co-Principal and/or Surety may have to perform further work on the Project.

f) The requirement of any other entity to perform any obligations contained in the Contract Documents shall in no way affect the obligations of the Surety under this Bond.

4. Default:

A default shall be deemed to have occurred on the part of the Principal if Principal shall fail to complete its obligations under the Contract Documents within the time set forth therein or any extensions thereof; or, prior to the expiration of such period, if in the sole judgment of the Village, the Principal has:

- A) abandoned the performance of its obligations under the Contract Documents; or
- B) failed to pay all persons, firms and corporations having contracts with the principal or with subcontractors, all just claims due to them under the provisions of such contracts for labor performed or materials furnished in the performance of the Contract Documents; or
- C) renounced or repudiated its obligations under the Contract Documents; or
- D) clearly demonstrated through insolvency, or otherwise, that its obligations under the Contract Documents cannot be completed within the time allotted under the Contract Documents.

If the Principal defaults in the performance of all or any part of the obligations specified in the Contract Documents, the Village shall give written notice of the default to the Surety, with a copy to the Principal and Co-Principal, if any. In the event of such default and notice, Surety shall, within 45 days of receipt of the default notice, give written notice to the Village stating whether Surety will assume the Contract Document obligations and the obligations of the Principal, and should it elect to assume said obligations, Surety shall be required to complete the obligations specified in the Contract Documents according to its terms and provisions within 180

days of said notice, but not before expiration of the period provided for under the Contract Documents and approved extensions thereof. In the event that Surety elects to assume the obligations of Principal as provided herein and thereafter fails to faithfully perform all or any part of the work, or should it unnecessarily delay all or any part of the work, then the Village may proceed as provided in Paragraph No. 5 of this Bond.

6. Should Surety following notice of default notify the Village that Surety elects not to assume the obligations of Principal under the Contract Documents, or fails within 45 days of receipt of the default notice as provided in Paragraph No. 4) above to notify the Village whether Surety elects to assume the obligations of Principal under the Contract Documents, or having elected to assume the obligations of Principal, should it then fail to perform, then in any event the Village may elect any of the following procedures or any combination thereof:

a) Terminate whatever rights the Principal, Co-Principal and/or Surety may have to perform further work on the Project;

b) Take over or relet all or any part of the work under the Contract Documents which is not completed and complete the same for the account and at the expense of the Principal and Surety, who shall be jointly and severally liable to Village for the costs incurred in completion of the obligations under the Contract Documents and/or correction thereof. Such costs as identified in the Contract Documents shall include, but not be limited to, construction, engineering, surveying, maintenance, donations, impact fees, deterioration, administration, supervision, reasonable attorney's fees, and any costs associated or related to any litigation of the Bond agreement and shall be adjusted for inflation. The amount of Village's actual costs for completion and/or correction of the work required under the Contract Documents shall be conclusive of the extent of the liability of Principal and Surety and may exceed the Bond Amount;

c) Require the Surety to pay the Bond Amount to the Village as liquidated damages.

7. Should Surety, following notice of default notify the Village within 45 days of the receipt of the default notice choose to pay the Village for completion of the obligation under the Contract Documents, the Surety shall have the right to demand that the Village state a sum constituting the estimated costs at that time, of completion and/or correction of the work required under the Contract Documents, such as costs as defined in Paragraph No. 5b). Surety shall then immediately pay over to the Village the sum so stated and be released from any further obligations under this Bond. If funds

are paid over under this section and the paid over funds are not sufficient to complete the work, the Village's sole remedy shall be to proceed against the Principal(s) and Co-Principals for any deficiency. If there are any paid over funds not necessary for completion of the work, the Village will return the excess to Surety after completion of the work.

8. If any action or proceeding is initiated in connection with this Bond and any and all obligations arising hereunder the venue thereof shall be in State Court in the County of Cook, State of Illinois, it is further understood and agreed that this contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

9. All notices sent to the Principal(s), Co-Principals, and Surety(ies) shall be sent to the address set forth on the signature page unless said Principal(s), Co-Principal(s) and Surety(ies) notify the Village in writing of any change. If the addresses of any of the Principal(s), Co-Principal(s) and Surety(ies) change, the Principal(s), Co-Principal(s) or Surety(ies) shall immediately notify the Village in writing of such change. Failure to notify the Village of any change in address is deemed to be a waiver of any requirement for notice under this Bond to the Principal(s), Co-Principal(s) or Surety(ies). All written notices to the Village required under the Bond shall be sent certified mail to the Village Clerk.

10. If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

11. No party other than the Village shall have any rights under this Bond as against the Surety.

12. As part of the obligation secured hereby and in addition the Bond Amount specified herein, there shall be included costs, interest and reasonable expenses and fees (including, without limitation, attorneys' fees and costs), incurred by the Village in enforcing this agreement, to be awarded by the court.

13. Nonpayment of the premiums associated with this Bond will not invalidate this Bond nor shall Village be obligated for the payment thereof. Surety agrees to deliver written notice of non-payment under this Bond or other actions to the Village.

14. Surety waives its right to trial by jury.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed as of the day and year set forth above.

PRINCIPAL

Type of Organization:

State of Incorporation:

Legal Name of Organization:

Address:

Authorized Signature(s):

By: _____

Signature

(Type name and title)

By: _____

Signature

(Type name and title)

ACKNOWLEDGMENT OF PRINCIPAL(S)

STATE OF _____:

COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City aforesaid,
do hereby certify that _____
_____ whose name is signed to the foregoing bond, this day personally appeared before me in my State and
County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

NOTARY PUBLIC

Surety: _____

Bond No.: _____

CO-PRINCIPAL(S)

Type of Organization:

State of Incorporation:

Legal Name of Organization:

Address:

Authorized Signature(s):

By: _____

Signature

(Type name and title)

By: _____

Signature

(Type name and title)

ACKNOWLEDGMENT OF CO-PRINCIPAL(S)

STATE OF _____:

COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City aforesaid,
do hereby certify that _____
_____ whose name is signed to the foregoing bond, this day personally appeared before me in my State and
County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

NOTARY PUBLIC

Surety: _____

Bond No.: _____

CORPORATE SURETY

Type of Organization:

Liability Limit:

Legal Name and Address:

Address:

Authorized Signature(s):

By: _____

Signature

By: _____

Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CORPORATE SURETY(S)

STATE OF _____:
COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City aforesaid,
do hereby certify that _____
_____ whose name is signed to the foregoing bond, this day personally appeared before me in my State and
County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.
My commission expires: _____

NOTARY PUBLIC

Surety: _____
Bond No.: _____



AGENDA ITEM REPORT

Village Board of Trustees
September 2, 2025
ITEM 7C

REQUEST: Approval of the Collective Bargaining Agreement between the Village of Hoffman Estates and the Metropolitan Alliance of Police, Hoffman Estates Chapter 96 for the period January 1, 2025 through December 31, 2027.

FROM: Dan O'Malley, Deputy Village Manager

ITEM TYPE: Agreement - Village Board

REQUEST SUMMARY

Attached is the successor collective bargaining agreement for MAP 96 (Patrol Officers). The term of this agreement is January 1, 2025 through December 31, 2027 and covers all police officers in the Village.

FINANCIAL IMPACT

RECOMMENDATION

Approval of the successor collective bargaining agreement between the Village and MAP 96.

ATTACHMENTS

1. Hoffman Estates-MAP 96 2025-2027 clean

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
VILLAGE OF HOFFMAN ESTATES, ILLINOIS

AND

METROPOLITAN ALLIANCE OF POLICE
HOFFMAN ESTATES CHAPTER 96

January 1, 2025 – December 31, 2027

Table of Contents

ARTICLE I - Recognition and Collective Bargaining	1
Section 1.1: Recognition	1
Section 1.2: Notification of Chapter Officers	1
Section 1.3: Gender	1
ARTICLE II Non-Discrimination	2
Section 2.1: Non-Discrimination	2
Section 2.2: Non-Profiling	2
ARTICLE III - No Strike - No Lockout	3
Section 3.1: No Strike	3
Section 3.2: No Lockout	3
ARTICLE IV - Management Rights.....	4
ARTICLE V - Labor Management Meetings.....	5
ARTICLE VI - Grievance Procedure	6
Section 6.1: Definition	6
Section 6.2: Procedure	6
Section 6.3: Arbitration.....	7
Section 6.4: Limitations on Authority of Arbitrator	8
Section 6.5: Time Limit for Filing	8
Section 6.6: Miscellaneous.....	9
Section 6.7: Grievance Processing.....	9
Section 6.8: Chapter Grievances	9
Section 6.9: Exclusivity of Grievance Procedure	9
ARTICLE VII - Dues Checkoff and Fair Share	10
Section 7.1: Dues Checkoff.....	10
Section 7.2: Indemnification	10
ARTICLE VIII - Bill of Rights	11
Section 8.1: Bill of Rights.....	11
Section 8.2: Disclosure.....	11
Section 8.3: Disciplinary Procedure.....	11
Section 8.4: Rights of Criminally Charged Employees	11
Section 8.4a: Internal Investigations	11
Section 8.5: Written Reprimand.....	11
Section 8.6: Personnel File.....	12
Section 8.7: Progressive Discipline for Non-probationary Officers	12
Section 8.8: Arbitration of Discipline	12

ARTICLE IX - Chapter Bulletin Board and Storage Cabinet	14
Section 9.1: Location	14
Section 9.2: Posting Contents	14
Section 9.3: Notice	14
Section 9.4: Cost	14
Section 9.5: Storage Cabinet	14
ARTICLE X - Residency Requirement	15
ARTICLE XI - Uniforms	16
Section 11.1: Uniform Allowance	16
Section 11.2: Uniform Changes	16
Section 11.3: Body Armor Vest	16
ARTICLE XII - Sick Leave and Funeral Leave	17
Section 12.1: Accumulation	17
Section 12.2: Sick Leave Abuse	17
Section 12.3: Leave of Absence	18
Section 12.4: Medical Examinations	18
Section 12.5: Sick Leave Incentive	18
Section 12.6: Continuation of Benefits	19
Section 12.7: Funeral Leave	19
Section 12.8: Family and Medical Leave Act of 1993	19
Section 12.9: Light Duty	19
Section 12.10: Jury Duty	20
ARTICLE XIII - Smoking	21
ARTICLE XIV - Disability from Injuries in the Line of Duty	22
ARTICLE XV - Board of Fire and Police Commissioners	23
ARTICLE XVI - Rules, Regulations, Orders	24
ARTICLE XVII - Layoff, Recall	25
Section 17.1: Definition of Seniority	25
Section 17.2: Probationary Period	25
Section 17.3: Seniority List	25
Section 17.4: Layoff	25
Section 17.5: Recall	26
Section 17.6: Termination of Seniority	26
Section 17.7: Reinstatement of Seniority	27
ARTICLE XVIII - Overtime, Court Time, Callback, Compensatory Time, and Hireback	28

Section 18.1: Tour of Duty.....	28
Section 18.2: Compensation.....	28
Section 18.3: Overtime and Compensatory Time	28
Section 18.4: Shift Callback.....	28
Section 18.5: Court Time and Other Hearings.....	30
Section 18.6: Hireback	31
Section 18.7: No Pyramiding	31
Section 18.8: Canine Officer.....	32
ARTICLE XIX - Shift Exchange, Holidays and Floating Holidays	33
Section 19.1: Shift Exchange	33
Section 19.2: Holidays	33
Section 19.3: Floating Holidays.....	34
ARTICLE XX - Drug and Alcohol Testing	35
ARTICLE XXI - Personnel Information Release to the News Media	36
ARTICLE XXII - Health Insurance	37
Section 22.1: Hospital and Major Medical Insurance.....	37
Section 22.2: Village's Obligation.....	37
Section 22.3: Dental Insurance	38
Section 22.4: Group Term Life Insurance.....	38
Section 22.5: Inoculation and Immunization	38
Section 22.6: HIPAA and Mental Health Parity Act	38
Section 22.7: Killed in the Line of Duty Benefit	38
Section 22.8: Village Wellness Program	39
Section 22.9: Health Reimburseemtn Arrangement (HRA)	39
ARTICLE XXIII - Vacation Scheduling and Accrual	40
Section 23.1: Vacation Accrual.....	40
Section 23.2: Scheduling.....	40
ARTICLE XXIV - Workers Compensation Pay	41
ARTICLE XXV - No Solicitation	42
ARTICLE XXVI - Outside Employment	43
ARTICLE XXVII - Termination and Legality Clauses	44
Section 27.1: Savings Clause	44
Section 27.2: Board of Police and Fire Commissioners	44
Section 27.3: Entire Agreement	44
Section 27.4: Effective Dates of Agreement.....	45

APPENDIX A.....	46
Section A1: Wage Schedule.....	46
Section A1A: Wage Schedule.....	46
Section A2: Specialty Pay.....	47
Section A3: Career Service Incentive	48
APPENDIX B - Hireback.....	48
Section B1: Hireback Defined	48
Section B2: Compensation for Hireback	48
Section B3: Hireback Coordinator.....	48
Section B4: Special Hireback Detail Training.....	49
Section B5: Responsibilities of Hireback Coordinator.....	49
Section B6: Hireback - Officers on Duty.....	50
Section B7: Hourly Limit on Working Hireback Details	50
Section B8: Hireback Detail	50
Section B9: Eligibility for Hireback Details.....	50
Section B10: Duties of a Detail Supervisor.....	51
Section B11: Hireback List.....	51
Section B12: Posting of Hireback Details	52
Section B13: Signing for a Hireback Detail	52
APPENDIX C.....	54
APPENDIX D - HEALTH INSURANCE PLAN REVISIONS	55

THIS AGREEMENT entered into as of this ____ day of _____, 2025 between the VILLAGE OF HOFFMAN ESTATES (hereinafter referred to as the "Village") and the METROPOLITAN ALLIANCE OF POLICE HOFFMAN ESTATES PATROL CHAPTER 96 (hereinafter referred to as the "Chapter").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - Recognition and Collective Bargaining

Section 1.1: Recognition

The Village recognizes the Chapter as the sole and exclusive bargaining representative for all full-time sworn police officers, including probationary officers, below the rank of Sergeant (hereinafter referred to as "police officer"), excluding all sworn police officers in the rank of Sergeant and above, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential, short-term and professional employees as defined by the Act, as amended.

Section 1.2: Notification of Chapter Officers

The Chapter shall provide the Village Manager with a list indicating the names and titles of all officers of the Chapter on or before April 30 of each year. In addition, the Chapter shall promptly advise the Village Manager of any changes in the officers of the Chapter by providing an updated list to the Village Manager whenever such changes may occur.

Section 1.3: Gender

Wherever the male gender is used in this Agreement, it shall be construed to include male and female employees.

ARTICLE II Non-Discrimination

Section 2.1: Non-Discrimination

In accordance with applicable law, neither the Village nor the Chapter shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, disability, sexual orientation, marital status, and status as a covered veteran or Chapter membership. This Agreement is also subject to and shall be administered consistent with the requirements of the Americans With Disabilities Act (ADA). Other than Chapter membership or non-membership, any dispute concerning the interpretation or application of this Article shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 2.2: Non-Profiling

The Hoffman Estates Police Department is committed to the ideals of integrity, teamwork, diversity, empowerment, high quality service, commitment to employees, and the protection of constitutional rights.

We recognize our obligation to acknowledge and address crucial societal issues that have an impact on the law enforcement profession. One such issue is “racial profiling.” Racial profiling should not be confused with criminal profiling which is a legitimate tool in the fight against crime. Criminal profiling is an investigative method in which an officer, through observation of activities and environment, identifies suspicious behavior by individuals and develops a legal basis to stop them for questioning. Racial profiling refers to the decision by the police to stop and question people randomly when the race of the person is used as an indication of suspicious activity. This Department rejects racial profiling as a law enforcement tactic, and we will not encourage, tolerate or condone its use by any of our members.

We recognize that a strong police presence is needed in high crime areas. Some people are distrustful of police authority and feel they are unfairly targeted by police. We understand that even proper police procedures can be intimidating and frightening to innocent citizens. We therefore realize that the appropriate use of police authority is as important as the results achieved.

The Hoffman Estates Police Department recognizes the importance of community involvement in the reduction of crime, enhanced quality of life, and the safety of our officers and our residents. We recognize that the Village of Hoffman Estates enjoys a history rich in multiracial and multiethnic diversity, and that racial profiling is unacceptable and has no place in effective police procedures. We recognize the importance of acceptance and awareness by the community, and we strive to build strong community relationships based upon trust and understanding. We are committed to the development of training to increase officer effectiveness and officer safety.

We reject police tactics based solely upon assumptions of race or ethnicity, and remain committed to the use of sound police strategies based upon probable cause, the judicious use of police discretion and the continued development of community relationships.

ARTICLE III - No Strike - No Lockout

Section 3.1: No Strike

Neither the Chapter nor any police officer covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, speed-up, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, picketing, concerted, abnormal or unapproved work to the rule situation, mass absenteeism or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for doing so. Any or all police officers who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each police officer who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of this Section of this Article, the Chapter officers will inform its members of their obligation under this Agreement and direct them to return to work.

Section 3.2: No Lockout

The Village will not lockout any police officer during the term of this Agreement as a result of a dispute with the Chapter.

ARTICLE IV - Management Rights

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all aspects including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to the right:

- a) To determine its mission, policies, and to set forth all standards of service offered to the public;
- b) To plan, direct, control, schedule and determine the operations or services to be conducted by employees of the Village;
- c) To determine the methods, means, number and ranks of personnel needed to carry out the department's mission, including hireback details;
- d) To direct the working forces;
- e) To hire, promote, assign, or transfer employees;
- f) To suspend, discipline or discharge for just cause (just cause not required for probationary employees);
- g) To lay-off or relieve employees;
- h) To make and enforce rules and regulations;
- i) To introduce new or improved methods, equipment, or facilities;
- j) To contract out for goods and services; and
- k) To take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in situations of civil emergency conditions as may be declared by the President of the Board of Trustees or the Village Manager pursuant to Hoffman Estates Municipal Code 3-1-11. Said action may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended. All provisions of this Agreement shall be immediately reinstated once a civil emergency condition ceases to exist. In any or all Articles in this contract that have a time frame, the time frame will start the day after the civil emergency ceases to exist and any occurrences that are alleged to have occurred during the civil emergency should then be discussed in the proper manner as outlined in this contract.

ARTICLE V - Labor Management Meetings

At the request of either party, the President of the Chapter and the Village Manager, or their designees, shall meet to discuss matters of mutual concern that do not involve negotiations for a future contract. The President of the Chapter may invite up to three (3) other Chapter unit members to attend such a meeting. The Village Manager may invite up to three (3) other Village representatives.

The party requesting the meeting shall submit a written agenda at least seven (7) days in advance of the items it wishes to discuss. The agenda shall be limited to no more than four (4) items at any one meeting. Discussions at labor management meetings shall not include items being processed under the grievance procedure. The Chapter may request a meeting only after every attempt to resolve an issue within the Department has been made.

Labor management meetings are intended to improve communications and shall be advisory only.

ARTICLE VI - Grievance Procedure

Section 6.1: Definition

A "grievance" is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement except that any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Village Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement.

Section 6.2: Procedure

A grievance filed against the Village shall be processed in the following manner:

Step 1: Any police officer who has a grievance shall submit the grievance in writing to the officer's immediate supervisor (in most cases, the officer's Sergeant) or, in the supervisor's absence, the officer's Watch Commander, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) calendar days after the police officer, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The Sergeant, or Watch Commander, shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the police officer wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the police officer's Bureau Commander within ten (10) calendar days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Bureau Commander shall render a written response to the grievant within ten (10) calendar days after receipt of this grievance.

Step 3: If the grievance is not settled at Step 2 and the police officer wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Police Chief within ten (10) calendar days after receipt of the Village's answer at Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance with the grievant and an authorized representative of the Chapter at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief, or his designee, shall provide a written answer to the grievant and the Chapter within ten (10) calendar days after receipt of the grievance.

Step 4: If the grievance is not settled at Step 3 and the Chapter desires to appeal, it shall be referred by the Chapter in writing to the Village Manager, or his designee, within ten (10) calendar days after receipt of the Village's answer at Step 3. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly

denied at the previous step in the grievance procedure. Thereafter, the Village Manager, or his designee, and other appropriate individuals as desired by the Village Manager, shall meet with the grievant and a Chapter representative within ten (10) calendar days of receipt of the Chapter's appeal. If no settlement is reached, the Village Manager or his designee shall submit a written answer to the grievant and the Chapter within fifteen (15) calendar days following the meeting.

Section 6.3: Arbitration

If the grievance is not settled in Step 4 and the Chapter wishes to appeal the grievance from Step 4 of the grievance procedure, the Chapter may refer the grievance to arbitration, as described below, within fifteen (15) calendar days of the Village's written answer as provided to the Chapter in Step 4:

- (a) The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Chapter shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike the second name. The party requesting arbitration shall then strike the third name and the other party shall then strike the fourth name. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and Village representatives.
- (c) The Village and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Chapter retain the right to employ legal counsel.

- (d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expense of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.4: Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding upon the Village, the Chapter and the employees covered by this Agreement.

Section 6.5: Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the police officer, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the police officer within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved police officer may elect to treat the grievance as denied at the next step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 6.6: Miscellaneous

No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

Section 6.7: Grievance Processing

Any grievance filed in accordance with this Article must contain a written statement which includes the following information, at a minimum:

- (a) Name(s) of the employee(s) involved;
- (b) Facts giving rise to the grievance;
- (c) Identity of the contractual provisions alleged to be violated;
- (d) The grievant's contentions with respect to the involved contractual provisions;
- (e) A statement of the relief requested;
- (f) The signature of the employee(s).

Reasonable time will be permitted a Chapter representative for purposes of assisting a Chapter member in handling and processing a grievance filed in accordance with this Article.

Section 6.8: Chapter Grievances

The Chapter shall have the right to submit a grievance at Step 2 of the grievance procedure, but only if the grievance alleges a violation, misinterpretation or misapplication of any of the express provisions of this Agreement that relate directly to Chapter rights. Any such grievance shall be submitted within fifteen (15) calendar days of the first event giving rise to the grievance or within fifteen (15) calendar days of when the Chapter, through the use of reasonable diligence, should have obtained knowledge of the first event giving rise to the grievance.

Section 6.9: Exclusivity of Grievance Procedure

The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing any differences of opinion or disputes involving any alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

ARTICLE VII - Dues Checkoff and Fair Share

Section 7.1: Dues Checkoff

During the term of this Agreement, the Employer will deduct from each employee's paycheck in an amount specified by MAP per month as dues for each employee in the bargaining unit who has filed with the Employer a lawfully written authorization form. The Village shall remit such deductions monthly to the Metropolitan Alliance of Police at the address designated by the Chapter.

The actual dues amount deducted, as determined by the Metropolitan Alliance of Police, shall be uniform for each employee in order to ease the Employer's burden in administering this provision.

If any employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Chapter shall be responsible for collection of dues. The Chapter agrees to refund to any employee any amounts paid to the Chapter in error on account of this dues deduction provision.

Section 7.2: Indemnification

Metropolitan Alliance of Police shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance of any written checkoff authorization furnished under any of such provisions. The foregoing indemnification clause shall not require the Chapter to indemnify or hold the Village harmless in the event the Village initiates a cause of action against the Chapter, unless the Village initiates such an action in response to a claim or cause of action initiated by another party.

ARTICLE VIII - Bill of Rights

Section 8.1: Bill of Rights

Nothing in this Agreement shall be construed to preclude the applicability of the Peace Officer's Bill of Rights, as set forth in 50 ILCS 725/1 *et seq.*, but observance of said Bill of Rights shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 8.2: Disclosure

No law enforcement officer shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in investigating a possible conflict of interest with respect to the performance of his official duties, or unless such disclosure is required by law.

Section 8.3: Disciplinary Procedure

If the investigation or interrogation of a law enforcement officer results in the recommendation of some action, such as suspension, dismissal, loss of pay, or similar action which would be considered a punitive measure, then before taking such action, the law enforcement agency shall follow the procedures set forth in 65 ILCS 5/10-2.1 *et seq.* The law enforcement officer may be relieved of duty but shall receive all ordinary pay and benefits as he would have if he were not charged in all cases except where the Board of Fire and Police Commissioners has ordered a suspension without pay under 65 ILCS 5/10-2.1-17 and in such case, the disciplinary hearing shall be held within thirty (30) days unless continued by the Board at the request of either party or waived. No officer shall be denied wages as a result of any continuation granted at the request of the Village.

Section 8.4: Rights of Criminally Charged Employees

If an employee covered by this Agreement is charged by indictment or complaint to have violated any provision of the Criminal Code of Illinois or any Statute of the United States, he shall be entitled to his wages and other economic benefits provided for in this Agreement until such time as formal charges are filed with the Board of Fire and Police Commissioners.

Section 8.4a: Internal Investigations

The Department will make a good faith effort to insure that all non-criminal internal investigations be completed within sixty (60) days of a formal interview of the officer, absent the need for a longer inquiry. If an internal investigation is not completed within sixty (60) days, the officer shall be notified as to the reason. Nothing herein shall be construed as negating the basis for subsequent disciplinary action in the event an internal investigation is not completed within sixty (60) days of the officer's formal interview.

Section 8.5: Written Reprimand

In cases of future written reprimands, such reprimand shall become part of the employee's personnel file and a copy shall be given to the employee.

Section 8.6: Personnel File

Nothing in this Agreement shall be construed to preclude the applicability of the "Access to Personnel Records Act", 820 ILCS 401.01 *et seq.* or as modified, but observance of said act shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Section 8.7: Progressive Discipline for Non-probationary Officers

The Chief of Police will determine the appropriate level of corrective action in each situation depending upon all pertinent circumstances which may include, but are not limited to the severity of the offense; the police officer's previous work record and length of service; and any mitigating or aggravating factors. Discipline may progress in the steps below, however, depending on the severity of the offense, may begin at later steps.

Forms of progressive discipline may include, but are not limited to:

Oral Reprimand

An oral reprimand is used as a warning to correct minor misconduct or performance problems where more severe disciplinary action is not warranted. The consequences of not correcting the misconduct or performance problems will result in more progressive disciplinary action. Notice of oral reprimands will be documented in the supervisor's log.

Written Reprimand

A written reprimand may be issued for continued misconduct, performance problems of a minor nature, or for more serious matters that do not warrant suspension or other advanced disciplinary action. Copies of written reprimands will be placed in the officer's personnel file. Not correcting the misconduct or performance problem will result in further disciplinary action.

Suspension

Suspensions are a temporary removal from duties and responsibilities with loss of pay. Suspensions are used to discipline officers for serious misconduct or performance problems or for repeated and uncorrected minor misconduct or performance problems.

Termination

Termination of an officer is the permanent removal from employment with the Village. This occurs when the misconduct or performance problem is severe in nature or not corrected following lesser forms of discipline.

Section 8.8: Arbitration of Discipline

The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend a non-probationary officer for up to thirty (30) calendar days or dismiss a non-probationary officer for just cause, without filing charges with the Village Board of Fire and Police Commissioners. An officer's appeal of a suspension for five days or less shall be to the Village Board of Fire and Police Commissioners, which shall retain exclusive jurisdiction of such appeals.

The decision of the Police Chief or the Chief's designee with respect to the suspensions

over five days or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

If the employee elects to file a grievance as to his or her suspension for more than five days or dismissal, the grievance shall be processed in accordance with Article VI of this Agreement, except that it shall be filed at Step 4 of the procedure. In accordance with Article VI, no grievance filed under this section may be referred to arbitration without the express written approval of the Chapter. It is understood and agreed that no disciplinary grievance shall proceed to arbitration without MAP's approval. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in this Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS Sec. 1022.1-17, the parties have negotiated an alternative procedure for resolving discipline based on the grievance and arbitration provision of this Agreement, and the foregoing provisions with respect to the appeal and review of any suspension greater than five days or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be available under the Rules and Regulations of the Village Board of Fire and Police Commissioners.

Discipline of probationary officers, as well as any verbal warnings, written reprimands or written warnings shall not be subject to the grievance and arbitration procedure.

ARTICLE IX - Chapter Bulletin Board and Storage Cabinet

Section 9.1: Location

The Village agrees to provide an area in the Squad Room of the Police Department for the Chapter to post one (1) bulletin board. Said bulletin board shall not exceed 52.5" by 138" in area.

Section 9.2: Posting Contents

The Chapter bulletin board shall be used for posting Chapter notices and shall be restricted to the following:

- a) Notice of Chapter recreational and social activities;
- b) Notice of Chapter elections and results of such elections;
- c) Notice of Chapter appointments;
- d) Notice of Chapter meetings and reports and minutes thereof;
- e) Communications between the Chapter, Chief of Police, or the Village;
- f) If the Chapter desires to post any other information or material, the Chapter shall first submit same to the Chief of Police;
- g) The Chapter may also pass out individual notices and/or materials in each officer's assigned box in the Squad Room.

Section 9.3: Notice

Prior to posting of any notice on the Chapter bulletin board or pass out of material to an individual officer's box, the Chapter shall file one (1) copy of said notice or material with the Chief of Police.

Section 9.4: Cost

All cost incident to preparing and posting of Chapter material will be borne by the Chapter. The Chapter officers are responsible for posting and removing material on its bulletin board and for maintaining same in an orderly, neat and professional fashion.

Section 9.5: Storage Cabinet

The Village will provide the Chapter with a storage cabinet for meals, utensils and condiments. The Chapter will maintain the appearance and security of the storage cabinet and will be allowed to keep the cabinet locked and secured when not in use.

ARTICLE X - Residency Requirement

All police officers on the Hoffman Estates Police Department are required to live within a forty-five (45) mile radius of the corporate boundaries of the Village of Hoffman Estates, Illinois.

ARTICLE XI - Uniforms

Section 11.1: Uniform Allowance

Each police officer covered by this Agreement shall receive, as and for his uniform allowance the sum of \$750; with \$375 payable on May 1 and \$375 payable on November 1 of each year of this Agreement. The parties agree that new recruit officers shall receive a sum of \$375 on the first date, either May 1 or November 1, after date of hire and shall not be eligible for any further payments until after completing one (1) year of service.

Section 11.2: Uniform Changes

It is further agreed that no major change in departmental uniforms and/or equipment will be activated without submission of the proposed changes for review and information before implementation.

If a uniform or equipment change is effected upon recommendations of the Chapter, cost shall be borne by the individuals affected. If a uniform or equipment change is effected upon recommendation of the Village, cost shall be borne by the Village. It is not the intent of this Article to prohibit a mutual agreement for major changes in uniforms or equipment. The cost of said change may be borne by the Village.

Section 11.3: Body Armor Vest

The Village and Chapter agree that the Village shall replace body armor vests every 5 years and that each sworn patrol officer shall wear the body armor vest while on duty except as allowed by the Police Chief.

ARTICLE XII - Sick Leave and Funeral Leave

Section 12.1: Accumulation

All employees, except those in intermittent, temporary, seasonal or part-time positions, and except those on leave of absence, shall accumulate sick leave at the rate of one (1) day for each month's service. A police officer accumulates sick leave during his first three (3) months of service but shall not be eligible for sick pay until he has completed three (3) months of employment. Other benefit time may be available in this first three-month period, upon approval of the Chief of Police, or his designee.

Sick leave may be used for non-duty related illness and disability, pregnancy, off-duty injury of a police officer, or quarantine of a police officer. Sick leave for the serious illness or an accident involving a member of the immediate family may be used only for the time necessary to remain at home to resolve the problem and only when no one else is available. For purposes of this section, the definition of immediate family shall be the spouse or dependent minor child, parent/parent-in-law of the police officer, and serious illness shall mean a medical necessity that requires the officer to stay at home. The police officer must directly notify the radio desk personnel prior to his absence from work unless otherwise directed by the Police Chief or his designee to contact the police officer's supervisor prior to his absence from work.

All police officers who are absent from work due to illness for three (3) consecutive shifts must submit a statement from their physician certifying that absence from work was required due to illness and their fitness to return to full duty. All officers absent from work for three (3) consecutive days as a result of an eligible sick leave due to a serious illness or accident involving a member of the immediate family must provide a statement from their family member's physician certifying the absence from work.

If after six (6) months of continuous service, a police officer should become sick for a period of time greater than the amount of sick leave he has accrued, he may be advanced up to three (3) days sick leave; the police officer must request advanced sick leave in writing. All advanced sick leave must be re-accrued at the regular rate of one (1) day per month of continuous service before any additional sick leave will be advanced. Any days beyond these shall be deducted from either time due or vacation time or, at the police officer's determination, be excused without pay.

Under special circumstances, advanced sick leave may be granted for more than three (3) days by approval of the Village Manager.

Section 12.2: Sick Leave Abuse

Sick leave is not a right but a benefit provided by the Village in order to provide a police officer protection against a loss of pay for a specific period of time due to illness.

The misuse of sick leave is a serious matter, which cannot be accepted by the Village or the Chapter. The Village and the police officers shall make every effort to correct the misuse or abuse of sick leave whenever it may be suspected of occurring. Abuse of the sick leave benefit shall be cause for disciplinary action up to and including discharge.

Section 12.3: Leave of Absence

A police officer who suffers an off-the-job injury or illness and is unable to return to work following exhaustion of all of his accrued sick leave benefits, vacation days and holidays, that police officer, upon request, may be granted a temporary leave of absence with the approval of the Village Manager. Such leave of absence shall begin following the use of all accrued benefits as described above. If the police officer is permitted a temporary leave of absence, the Village Manager shall set the time period based on the circumstances in each specific case. No sick leave, vacation, holiday, or seniority benefits will accrue to the employee during the temporary leave of absence and any holidays which may occur during the leave shall be forfeited.

If a police officer is determined by appropriate professional(s) to be permanently disabled as the result of an off-the-job injury or illness, the police officer's benefits shall be terminated effective on the date of such decision, but in no event prior to written notice being sent by the Village.

Section 12.4: Medical Examinations

If there is any question concerning a police officer's fitness for duty or fitness to return to duty following a layoff, injury or illness, the Village may require, at its expense, that the police officer be examined by a qualified physician and/or another appropriate medical professional selected by the Village. The foregoing requirement shall be in addition to any requirement that a police officer provide at his own expense a statement from his own doctor upon returning from sick leave or disability leave. If the Village determines that a police officer is not fit for duty after receiving the result of any of the above examinations/tests, the Village may direct appropriate remedial action and/or place the police officer on sick leave (or unpaid leave if the police officer does not have any unused sick leave days).

Section 12.5: Sick Leave Incentive

A sick leave incentive program of the following terms and conditions shall be in effect in order to reduce the amount of sick time usage.

Part One: In order to be eligible to receive this benefit, a police officer must have at least twenty (20) years of continuous service with the Village and a minimum of 1,000 hours of unused accrued sick leave as of the date of resignation from the Village.

Part Two: Upon separation from employment, the appropriate value of an eligible police officer's accrued sick leave for hours accrued pursuant to the Sick Leave Incentive Payout Schedule below will automatically be applied to the purchase of retiree health insurance or the reimbursement of out-of-pocket medical expenses, for such police officer or his or her eligible dependents:

Sick Leave Incentive Payout Schedule

1,000 hours	35%	(350 hours)
1,001 – 1,600 hours	40%	(240hours)
1,601 – 2,400 hours	45%	<u>(360 hours)</u>

Maximum benefit: 950 hours

There shall be no cash payout to the employee for any sick leave, and the application of the sick leave benefit described herein shall be pursuant to a plan established by the Village in compliance with Section 105 of the Internal Revenue Code of 1986, as amended, and the applicable regulations. The maximum benefit shall be 950 hours, valued at the employee's existing rate of pay at time of separation from employment.

Part Three: This sick incentive described herein shall be available for use following an eligible employee's last day of employment with the Village, subject to the conditions specified in Parts One and Two of this Section.

Part Four: For purposes of this Section, no police officer shall substitute scheduled or unscheduled vacation or other paid leave for necessary sick time.

Section 12.6: Continuation of Benefits

The Village will provide health care coverage in accordance with the provisions of Article XXII, Section 1, of this Agreement for up to 12 months while an employee is on sick leave or injured on duty disability status. Sick leave and vacation leave will be accrued by a police officer for up to twelve (12) months while on a duty-related disability leave.

Section 12.7: Funeral Leave

In the event of a death in an officer's immediate family, the officer shall be excused without loss of pay for a period of up to three (3) workdays to be used within a 14 calendar day period for the purpose of arranging for and attending the funeral.

The officer's immediate family shall be defined as spouse, child, step-child, mother, father, step-mother, step-father, legal guardian, mother-in-law, father-in-law, brother, step-brother, sister, step-sister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother and spouse's grandfather, son-in-law, daughter-in-law and grandchildren.

In the event of a death in an officer's extended family, defined as aunt, uncle, niece and nephew, the officer shall be excused without loss of pay for a period of up to one (1) workday to be used within a 14 calendar day period for the purpose of attending the funeral.

Section 12.8: Family and Medical Leave Act of 1993

The parties agree that the Employer may adopt policies to implement the Family and Medical Leave Act of 1993("FMLA") that are in accord with what is legally permissible under the FMLA.

Section 12.9: Light Duty

Light duty for bargaining unit employees will be subject to the Village Light Duty Policy, as set forth in Appendix C, which may be changed from time to time by the Village. An alleged

violation of the policy in effect at the time of the alleged violation will be subject to the grievance procedure contained in this Agreement.

Section 12.10: Jury Duty

When assigned to the day shift, a police officer shall be granted an excused leave of absence from work without loss of pay when required to perform jury duty during the officer's regularly scheduled duty hours. The officer shall provide written notice of jury duty to the Police Chief as far in advance as practicable. An officer shall be excused from work on the day he/she is required to be in court for jury duty if he/she is scheduled to be on the day shift. If an officer is scheduled to work the night shift, he/she will be excused from work the shift preceding his/her jury duty appearance.

Any police officer assigned to the patrol division working a twelve (12) hour shift schedule shall be granted an excused leave of absence from work without loss of pay when required to perform jury duty during the officer's regularly scheduled duty day. The officer shall provide written notice of jury duty to the Police Chief as far in advance as practicable. A police officer working the night shift will be excused from work the shift preceding his/her jury duty appearance.

ARTICLE XIII - Smoking

The Village recognizes the dangerous health effects of tobacco usage and second hand smoke. Therefore, employees are prohibited from smoking and using tobacco products in all Village buildings.

Employees will be asked to properly extinguish and discard smoking and tobacco items prior to entering or reentering Village buildings. Village designated smoking areas will be established outside each building, not visible or within close proximity of a public entrance. Per the Smoke-Free Illinois Act, smoking is prohibited in all Village vehicles. In addition, usage of any tobacco products in Village vehicles will be prohibited per Village policy. All employees shall refrain from smoking and using tobacco products when interacting with the public.

Employees violating the smoking and tobacco prohibition policy will be subject to progressive discipline.

ARTICLE XIV - Disability from Injuries in the Line of Duty

Whenever any police officer covered by this Agreement suffers an injury in the line of duty which causes him to be unable to perform duties, he shall continue to be paid by the Village on the same basis as he was paid before the injury, with no deduction from his sick leave credits, compensatory time for overtime accumulations or vacation, or service credits in a public employee pension fund during the time he is unable to perform duties due to the result of the injury but not for a longer period of time than twelve (12) calendar months in relation to the same injury. Sick leave and vacation leave will be accrued by a police officer for up to twelve (12) months while on a duty-related disability leave.

The Village retains the right to order at its expense physical or medical examinations of the injured police officer to determine the degree of disability.

Any salary compensation due the injured police officer from any type of insurance which may be carried by the Village shall revert to the Village during the time for which continuing compensation is paid to him under the provisions of this Article. Any disabled police officer receiving compensation under the provisions of this Article shall not be entitled to any benefits for which he would qualify because of his disability under the provisions of the Illinois Pension Code, approved March 18, 1963, as amended before or after the effective date of this Agreement.

Any officer who is being paid for injured on duty may elect to not take vacation or holidays (that have already been designated by that officer to be scheduled during that injured on duty time); however, he must notify the Village of this election within ten (10) days prior to the holiday or vacation. However, if the injury occurs within the ten (10) day period, the officer shall notify the Village as soon as he is capable of doing so. Further, it is understood that holidays are not carried over beyond the year in which they are to be used.

In regards to an officer being allowed outside employment during the period of time which an officer is injured on duty and receiving compensation from the Village, it is understood that the officer will only perform that secondary job function if he is able to be assigned light duty in the department.

Nothing herein shall be construed as a waiver of the Village's statutory rights to recovery or reimbursement if the employee should recover compensation from a third party who caused the injury to the employee. If suit is filed, the officer shall notify the Village as soon as possible so that all insurance questions may be coordinated.

ARTICLE XV - Board of Fire and Police Commissioners

The parties recognize that the Board of Fire and Police Commissioners has certain statutory authority over police officers covered by this Agreement, including but not limited to, the right to make, alter, and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Fire and Police Commission, except as set forth in Section 8.8 herein.

Any matter within the jurisdiction of the Board of Fire and Police Commissioners shall not be subject to the grievance and arbitration procedure set forth in this Agreement except as set forth in Section 8.8 herein.

ARTICLE XVI - Rules, Regulations, Orders

The Chapter and its members agree that it shall encourage its members to comply, in full, with departmental rules, regulations, orders, and the Village's Personnel Policy Manual, as well as all Rules and Regulations of the Board of Fire and Police Commission of the Village.

ARTICLE XVII - Layoff, Recall

Section 17.1: Definition of Seniority

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the officers on the Fire and Police Commission hiring list, with the officer higher on the list being the more senior. Seniority shall not be earned during the period of any unpaid leave in excess of five (5) consecutive days and in such event the employee's seniority shall be adjusted accordingly.

Section 17.2: Probationary Period

All new employees and those hired after loss of seniority shall be considered probationary employees until they successfully complete the probationary period. During an employee's probationary period, the employee may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with any disciplinary suspension, layoff, or termination of a probationary employee.

Section 17.3: Seniority List

On or before May 1 and November 1 of each year, the Village will provide the Chapter with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Chief in writing within ten (10) calendar days after the Chapter's receipt of the list. Any difference of opinion regarding this list may be handled via the normal grievance procedures except that it is not subject to arbitration.

Section 17.4: Layoff

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois law, 65 ILCS 5/10-2.1-18.

The Village, in the exercise of its right will not contract out for the performance of duties and tasks normally assigned to a police officer in lieu of recalling any police officer who has been laid off in accordance with the procedure specified above.

Section 17.5: Recall

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given five (5) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Chapter. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Section 17.6: Termination of Seniority

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged;
- (c) retires (or is retired pursuant to a legal mandatory retirement age adopted and implemented by the Village);
- (d) falsifies the reason for a leave of absence or disability leave or is found to be working during a leave of absence or a disability leave without prior written approval of the Village;
- (e) does not present proof of necessity for a leave of absence within a reasonable time;
- (f) fails to report to work at the conclusion of an authorized leave of absence or vacation when being capable to do so;
- (g) is laid off and fails to report for work within five (5) calendar days after having been recalled;
- (h) is laid off for a period in excess of one (1) year;
- (i) does not perform work for the Village for a period in excess of twelve (12) months or the length of his seniority; whichever occurs first;

- (j) misrepresents or omits facts on his employment application and such misrepresentation/omission is material to his employment; or
- (k) is absent for two (2) consecutive working days without notifying the Village when being capable to do so.

Section 17.7: Reinstatement of Seniority

Full seniority rights shall be reinstated to any officer covered by this Agreement, provided that the officer must complete a program directed by the Chief of Police, and at the Village's expense under the following conditions:

- (a) A police officer retires due to disability and is later certified by the Police Pension Board to be capable of resuming his duties and is returned to work by the Village;
- (b) A police officer is separated due to a layoff or reduction of forces and is later reinstated.

The Village and the Chapter agree that no seniority or benefits shall accrue during any period of disability, dismissal or lay-off.

ARTICLE XVIII - Overtime, Court Time, Callback, Compensatory Time, and Hireback

Section 18.1: Tour of Duty

In accordance with the Fair Labor Standards Act, the tour of duty for police officers covered by this Agreement shall be one hundred seventy-one (171) hours in a 28-day cycle established by the Department. However, the Village agrees to pay police officers at the rate of time and one-half for all hours worked in excess of their normally scheduled duty day.

Section 18.2: Compensation

Compensation of the police officers of the Village of Hoffman Estates for each year of this agreement shall be paid according to Appendix A attached hereto and by reference incorporated herein.

Section 18.3: Overtime and Compensatory Time

Police officers may have the option of taking all overtime as compensatory time due per 28-day duty schedule. It will be the responsibility of the police officer to notify the Chief of Police if he wishes to exercise said option on or before the conclusion of the 28-day cycle for each month. If the police officer fails to notify the Police Chief that he wishes to exercise his option of compensatory time, he shall then be paid for his overtime accumulated during each respective 28-day duty cycle. This paragraph shall not cover official hire back positions authorized by the Village. An officer on leave, sick or disabled shall not be allowed to participate in the hireback schedule.

Compensatory time shall be allowed to accumulate and shall be rescheduled by the officer with the approval of the Chief of Police and in accordance with the needs of the Department. An employee's request to use accrued compensatory time will not be arbitrarily denied, unless approval would result in overtime liability to the Village. Once an employee has received approval to use compensatory time off at a particular time, such time off will not be arbitrarily canceled by the Village, unless cancellation is necessary to avoid overtime liability to the Village. Upon termination of employment with the Village, all accrued compensatory time shall be paid to the employee at their final rate of pay. No officer will accrue more than one hundred sixty (160) hours of compensatory time.

Should there be a final determination of the federal courts that indicates that the Fair Labor Standards Act does not cover local police officers, this section may be reopened for negotiation, upon timely demand by either party. Any dispute arising in connection with such reopener negotiations may be submitted to interest arbitration under the IPLRA, as amended.

Notwithstanding any other provision of this Section, officers hired on or after January 1, 2014, may not accrue more than eighty-four (84) hours of compensatory time.

Section 18.4: Shift Callback

This Section only applies to officers assigned to the Patrol Division. The calling back of such police officers for patrol shift duties, hereinafter referred to as a shift callback or hireback.

Whenever practical, the assignment will be split between officers from different shifts and shall be accomplished by the following procedure:

A. Instant Patrol Shift Hireback

Less than 48 hours before the start of the overtime. In the event of an instant shift vacancy, and whenever practical, the use of an automatic notification system advising police officers of an available patrol shift overtime shall be authorized provided that once electronic notification is made, then any police officer shall have 30 minutes to respond to such notification and the most senior police officer who responded within the 30 minutes shall be given the overtime assignment. (Scheduling Software Notification and Everbridge Notification.)

B.1. Advanced Patrol Shift Hireback 48-72 hours before the start of the overtime – When a 48-72 hour shift advanced vacancy occurs, it shall remain open to bidding for 24 hours. 24 hours after the time of the posting, the vacancy will be filled based on the criteria listed in Section 18.4.B.3 (Scheduling Software Notification only)

B.2. Advanced Patrol Shift Hireback 72+ hours before the start of the overtime – When a 72+ hour shift advanced vacancy occurs, it shall remain open to bidding for 48 hours. 48 hours after the time of the posting, the vacancy will be filled based on the criteria listed in Section 18.4.B.3 (Scheduling Software Notification only)

B.3. Advanced Patrol Shift hirebacks shall be filled first by police officers assigned to patrol in the following order: (1) By Seniority of police officers assigned to the platoon where the vacancy is occurring. (2) By seniority of police officers on the opposite platoon where the vacancy is occurring. (3) By seniority of police officers assigned to the opposite shift, either platoon, where the vacancy is occurring. (4) By any police officer regardless of assignment by overall seniority. If no officer signs up for the overtime while it is open, the overtime will become an instant hireback and go to the first officer that signs up.

C. Scheduled Overtime

Overtime assignments, unless otherwise specified in the contract, shall be generally determined based on a separate Patrol Division Seniority List. The payment for such assignments shall be at one and one half (1½) times the officer's regular rate of pay.

The Village reserves the right to determine, which Seniority List shall be used based on any special requirements for the overtime.

The Village shall not be required to include a Patrol division officer who is off duty but in court or working a hireback pursuant to Section 6 of this Article and Appendix B, on a callback list under this Section.

D. Maximum Hours Worked

Excluding emergency situations, as determined by the Chief of Police, or his designee, and hirebacks, an officer generally will not be required to work more than twelve (12) consecutive hours performing patrol duties on a shift.

E. Remedy

If an officer demonstrates that he did not receive an overtime offer as provided by this section, the officer shall schedule with the supervisor a mutually agreed upon overtime assignment at least equal in hours to the inadvertently missed offer.

Section 18.5: Court Time and Other Hearings

Any police officer because of performing his duty for the Village, who is required to appear at any official hearing or court while not on his regular schedule tour of duty, shall be compensated as follows:

- (1) Two (2) hours pay at twice the officer's regular hourly rate of pay for each session attended. Any hours in excess of two shall be compensated at one and one half (1 1/2) times the hourly rate of pay. If an officer's court call is continued by the court from one session to another session within the same calendar day, the officer shall be considered on overtime until the conclusion of his scheduled court call that day. For court dates on an officer's regular day off (RDO) or for an officer assigned to the midnight shift, the officer shall have the option of five (5) paid hours at the officer's regular hourly rate of pay or four (4) hours as time due, which shall change to five (5) hours of time due commencing January 1, 2020.

Separate records shall be kept for actual time in court and only actual time in court shall be applied for FLSA hours and the above provisions shall have no affect on FLSA calculations of time.

For the purposes of this subsection, all morning court calls held at the same location shall be considered one (1) session and all afternoon court calls held at the same location shall be considered one (1) session (e.g. if an officer attends both the 9:00 a.m. and 10:30 a.m. court calls, it shall be considered as only one (1) session for pay purposes). If an officer is scheduled for a morning court call and it is continued or put over to an afternoon court call, it shall nevertheless be considered as only one (1) session for pay purposes.

Should the officer be required to appear at a court call, not his regularly assigned court call, on the same day as his regularly assigned court day, said required additional appearance shall be considered a separate session and the officer shall be compensated as such (e.g. if an officer is assigned the 9:00 a.m. or 10:30 a.m. call and he is advised that a case has been assigned to the 1:30 p.m. call, his appearance at both calls shall be considered separate sessions and not applicable to the conditions as set forth for continued court calls).

- (2) Any officer who is ordered to report in person to the station while off-duty for any reason other than an official hearing before the Chief of Police, for disciplinary

action or for failure to correctly complete and turn in his on-duty assignments prior to going off duty, shall be considered on overtime from the time the officer reports for work and to such time as he is no longer needed with a minimum of two (2) hours overtime pay guaranteed for call back. Separate records shall be kept for actual time and only actual time shall be applied for FLSA hours and the above provisions shall have no affect on FLSA calculations of time.

- (3) Police officers who are ordered to attend Fire and Police Commission hearings shall be compensated as under (1) above. Police officers who are subpoenaed by the complainant to attend Fire and Police Commission hearings shall be compensated as under (1) above. Police officers who are subpoenaed by the Respondent to attend Fire and Police Commission hearings and were directly involved in the particular incident shall be compensated as under (1) above. Police officers who are called or subpoenaed by the Respondent to attend Fire and Police Commission hearings as character witnesses or who were not directly involved in the particular incident shall not be compensated.

Section 18.6: Hireback

Police officers who are not on regularly scheduled duty may be hired back to work as a police officer by organizations, or agencies through the Village, pursuant to the Department's policy and procedure so established. Compensation for such hireback shall be paid at the rate of one and one-half (1½) times the hourly rate of pay for the top police officer's base pay rate. Any police officer working on hireback shall be guaranteed a minimum pay of two (2) hours. Police officers working such hireback assignments shall be considered on official duty for the Village and shall be covered by full benefits of the Village.

Section 18.7: No Pyramiding

Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates. The intent of this section is not to prevent an officer from working overtime while on a scheduled vacation or other approved benefit time off. (i.e. called in to work a hireback, a case investigation, or respond to an MCAT or NIPAS assignment). This section pertains to eliminating the option to take benefit time in order to attend court (i.e. a day-shift officer requesting to take 2 hours of time due in order to qualify as off-duty for the purposes of attending court).

Section 18.8: Canine Officer.

In the event the Village, in the exercise of its sole discretion, elects to establish or maintain a canine program, no bargaining unit employee will be assigned to serve as a canine officer unless such officer enters into a canine officer agreement mutually agreeable to the Village and the individual officer, setting forth the duties and hours and terms of said assignment.

ARTICLE XIX - Shift Exchange, Holidays and Floating Holidays

Section 19.1: Shift Exchange

The Police Chief or the officer in charge may, at their sole discretion, grant the request of any two (2) officers of the Police Department to exchange a work day, shift or hours of work on a shift, without any change in pay, provided that:

- A. The Exchange is between officers of an equal or greater qualification unless this requirement is waived by the shift supervisor;
- B. The Exchange is requested to the shift supervisor at least two (2) hours prior to the beginning of the shift. Supervisors may approve the Exchange with less than 2 hours' notice at their discretion.
- C. Any hours worked in accordance with this provision shall be counted as hours worked by the officer originally scheduled to work. Hours worked by the substitute officer shall be excluded in the calculation of hours for which the substitute officer would otherwise be entitled to compensation. If, however, the substitute officer works beyond the original officer's scheduled duty hours, then the substitute officer shall be entitled to his/her applicable rate of compensation for such additional hours worked.

All responsibility for the Shift Exchange is with the officer accepting the exchange to work the shift. If the replacement officer fails to cover the agreed upon duty hours, then that officer shall have the unfilled hours deducted from their accrued benefit time (Vacation, Compensation Time, Floating Holiday, etc) at an hour for hour basis unless that officer finds a replacement officer that meets the criteria of this section. If, however, an overtime hireback is required to cover the unfilled duty hours, then it will be deducted from the officer accepting the exchange's accrued benefit time at the rate of time and one-half unless that officer finds a replacement officer that meets the criteria of this section. In the event that the officer accepting the exchange does not have the appropriate amount of time accrued, then the unfilled duty hours will be deducted from the future benefit time accruals or final pay. In addition, police officers may be subject to discipline for violating the above provisions.

Section 19.2: Holidays

Any officer who works a regular shift on a designated holiday shall receive, in addition to the regular rate of pay, four (4) or six (6) hours of time due (four hours for eight hour shift and six hours for twelve hour shift) to be taken within a reasonable time frame and with the approval of the Department or four (4) or six (6) hours of pay at the straight time rate. Any officer that is called into work on a designated holiday shall be compensated at their regular overtime rate and shall receive the straight time holiday compensation on a pro-rata basis for the time actually worked. For purposes of this Section, the designated holidays and the dates they are observed are:

New Year's Day	January 1
Easter Sunday (effective in 2026)	
Memorial Day	4 th Monday of May
Independence Day	July 4
Labor Day	1 st Monday of September

Veterans Day
Thanksgiving Day
Christmas Day

November 11 (effective in 2026)
4th Thursday of November
December 25

Police officers working a twelve (12) hour patrol schedule shall be compensated as described above for only the time actually worked on the actual day of the holiday.

Section 19.3: Floating Holidays

Employees earn floating holidays on a pro rata basis, in the amount of 4.1538 hours per pay period. If the Village permits an employee to use a floating holiday(s) before it is actually earned and such employee then separates from Village employment (for any reason), the dollar value of such unearned time shall be deducted from the employee's final pay. Each police officer shall be granted 108 hours of floating holiday time. An employee may, at or before the start of his regularly scheduled shift, request permission to utilize a floating holiday under this section, and such request shall not be arbitrarily denied, unless approval would result in overtime liability to the Village. The Village reserves the right to limit approval of floating holiday requests to one (1) employee per shift.

Floating holidays may not be carried over from one year to the next unless prior approval is obtained by the effected officer from the Chief of Police or his designee upon good cause shown. Floating holidays approved for carryover must be used within six (6) months.

ARTICLE XX - Drug and Alcohol Testing

The Village may require an employee to submit to a urine and/or blood test where there is reasonable suspicion of improper drug or alcohol use by said employee. The Village shall provide an employee who is ordered to submit to any such test with a written statement of the basis for the Village's reasonable suspicion within forty-eight (48) hours of the request.

The Village shall use only laboratories which are certified by the State of Illinois to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If the first test results in a positive finding by a state certified laboratory, a GC/MS confirmatory test shall be conducted as to the same sample. An initial positive screening test shall not be submitted to the Village; only GC/MS confirmatory test results will be reported only to the Police Chief of the Village. The Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee.

A portion of the test sample, if positive, shall be retained by the laboratory for six months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense.

Use of proscribed drugs at any time while employed by the Village, abuse of prescribed drugs, as well as having alcohol or proscribed drugs in the blood while on duty shall be cause for discipline, including termination, subject to confirmation by the Village Board of Fire and Police Commissioners. All issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) shall be raised with the Village Board of Fire and Police Commissioners. The Village shall continue to provide an employee wellness program to employees covered by this Agreement. An employee's participation in the employee wellness program shall be voluntary. An employee's voluntary request for assistance with drug and/or alcohol problems shall be held strictly confidential by the employee wellness program director. Documents evidencing an employee's voluntary request for assistance with drug or alcohol problems shall not be inserted into an employee's official personnel file without the employee's consent.

Nothing in this Article shall be construed to prevent an employee from asserting that there should be treatment in lieu of discipline in any proceeding before the Village Board of Fire and Police Commissioners.

ARTICLE XXI - Personnel Information Release to the News Media

Police officers covered by this Agreement shall not be subject to having their personnel information released to the media, including: Officer photographs, address of residence, telephone number, other personal information, and current duty assignment, except for one (1) of the following reasons: written permission by the officer, by order of a court of competent jurisdiction, or in the event an officer is charged with a criminal act.

ARTICLE XXII - Health Insurance

Section 22.1: Hospital and Major Medical Insurance

The Village and employees covered under this contract shall pay the monthly premium cost for hospitalization and major medical insurance plan (PPO1) or the HMO option as follows: the employee shall pay 15% of the premium for the type of coverage selected through December 31, 2025 and the Village shall pay the remainder of the premium.

Effective January 1, 2026, the Blue Choice and Blue Advantage HMO shall become effective in lieu of all existing PPO and HMO plans, and employee contributions shall then be as follows:

	<u>2026- PPO and HMO</u>	<u>2027 – PPO and HMO</u>
<u>Employee Share</u>	<u>Single: 10% of Single Premium</u>	<u>Single: 10% of Single Premium</u>
	<u>Single + 1 : 10% of single + 1 premium</u>	<u>Single + 1 : 10% of single + 1 premium</u>
	<u>Family: 10% of Family Premium</u>	<u>Family: 10% of Family Premium</u>
<u>Village Share</u>	<u>Remainder</u>	<u>Remainder</u>

The Union agrees the Village retains the right to change carriers or otherwise provide for coverage (e.g. self-insurance) as long as the level of benefits remains substantially the same. See Appendix D for agreed upon Health Insurance Plan revisions.

Section 22.2: Village's Obligation

It is agreed that the extent Village of Hoffman Estates' obligation under this section is limited solely to the payment of the cost of the insurance premium program provided thereunder, and employees and their dependents and beneficiaries shall be entitled to benefits, if any, only in accordance with and governed by the terms and conditions of the insurance policy, or policies, issued to provide such benefits. The Village of Hoffman Estates shall not itself be obligated to pay any insurance benefits provided of in said Section directly to employees or their dependents or beneficiaries.

The failure of any insurance carrier, or carriers, to provide any benefit for which it has contracted shall result in no liability to the Village of Hoffman Estates nor such failure be considered a breach by the Village of Hoffman Estates of any obligation undertaken under this or any other agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the Village of Hoffman Estates, employee, or beneficiary, or dependent of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

The Village will not be responsible for changes unilaterally imposed by an insurance

provider in benefits, co-payment provisions or deductibles.

Should there be a dispute between an employee (or his beneficiary or dependent) and the insurance carrier, or carriers, or the processor of claims, this dispute shall not be subject to the grievance procedure provided for in this Collective Bargaining Agreement between the Village of Hoffman Estates and Metropolitan Alliance of Police Chapter 96.

The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage as long as the basic level of coverage remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for designated surgical procedures.

The Village agrees that during the term of this contract it will offer no less than two different insurance plan options. Generally, one will be an HMO program and the other an indemnity plan.

Section 22.3: Dental Insurance

The Village shall make available to all covered employees, an optional individual or family dental plan. Said dental plan shall be provided at the employee's cost with no cost to the Village.

Section 22.4: Group Term Life Insurance

During the term of this Agreement, the Village of Hoffman Estates shall provide (by way of paying premiums), each full time employee covered by this Agreement with a paid Fifty Thousand Dollar (\$50,000) group term life insurance policy. The Village of Hoffman Estates reserves the right to provide this group term life insurance through a self-insured plan or under a group insurance policy, or policies, issued by an insurance company, or insurance companies, selected by the Village.

Section 22.5: Inoculation and Immunization

The Village agrees to pay all expenses for inoculation or immunization shots for the employee when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty.

Section 22.6: HIPAA and Mental Health Parity Act

The parties agree that the Employer may adopt policies to implement the Health Insurance Portability and Accountability Act, as well as the Mental Health Parity Act of 1996, that are in accord with what is legally permissible under these federal statutes.

Section 22.7: Killed in the Line of Duty Benefit

The Village shall convey to an officer's immediate family, or designated beneficiary, a sum of \$10,000 if any officer is killed in the line of duty. This payment is an expression of financial support to the family toward funeral and burial expenses of the employee.

Section 22.8: Village Wellness Program

During the term of this agreement, and in the spirit of a healthy employee workplace, the Village will provide a wellness program consisting of a Health Risk Appraisal and a comprehensive blood draw, free of charge to the bargaining unit members.

Section 22.9: Health Reimbursement Arrangement (HRA)

This Section shall become effective January 1, 2026. An HRA will be provided to Blue Choice Options PPO Plan participants. Eligible bargaining unit members, as determined by the Village, will receive HRA contributions as follows:

Single Coverage - \$700
Single Plus One Coverage - \$900
Family Coverage- \$1,100

Contributions will be deposited into the HRA twice per year, 50% in January and 50% in July. HMO participants are ineligible for HRA contributions.

ARTICLE XXIII - Vacation Scheduling and Accrual

Section 23.1: Vacation Accrual

1. From the completion of one (1) year of continuous service until the date of five (5) years of continuous service, an employee is entitled to two (2) times the hours worked in a normal workweek, per year.
2. From the completion of five (5) years of continuous service until the date of eleven (11) years of continuous service, an employee is entitled to three (3) times the hours worked in a normal workweek, per year.
3. From the completion of eleven (11) years to seventeen (17) years of continuous service, an employee is entitled to four (4) times the hours worked in a normal workweek, per year.
4. From the completion of seventeen (17) years of continuous service, an employee is entitled to five (5) times the hours worked in a normal workweek, per year.

Section 23.2: Scheduling

Vacation picks for the length of this contract shall be chosen as follows:

Police officers shall pick their vacation periods in order of overall seniority by shift. However, officers assigned, as either a Police Consultant or School Resource Officer shall select vacation time for the period of time assigned to such position in accordance with the contract in effect for the respective School District. Any remaining vacation time shall be scheduled in accordance with this Section.

A police officer shall be permitted to split the number of vacation days he is eligible to receive as many times as desired provided that each two (2) times a vacation period is selected, he shall lose his pick until the rest of the police officers on his shift or unit of assignment have picked by seniority.

If a transfer from one shift or unit of assignment to another occurs, the officer's vacation pick stands unless mutually agreed upon with management approval.

When a police officer changes shifts after vacation selection has been made, the department shall reasonably attempt to accommodate the vacation schedule of the officer changing shifts by first attempting to select police officers without conflicting vacations.

The Village agrees that vacation picks selected at the beginning of the selection cycle shall supersede the assignment of floating holidays.

ARTICLE XXIV - Workers Compensation Pay

In the event of an employee on duty injury resulting in payment under Article XIV of this Agreement, the injured employee shall remit to the Village any payment received from the workers compensation carrier for wages. The Village will not be obligated to compensate an injured employee prior to receipt of said remittance from the employee.

ARTICLE XXV - No Solicitation

While the Village acknowledges that bargaining unit employees may conduct solicitation of Hoffman Estates merchants, residents or citizens, the Chapter agrees that no bargaining unit employee will solicit any person or entity for contributions on behalf of the Hoffman Estates Police Department or the Village of Hoffman Estates.

Bargaining unit members agree that the Village name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit members agree that they will not use the words "Hoffman Estates Police Department" in their name or describe themselves as the "Village of Hoffman Estates." Bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the Village.

The foregoing shall not be construed as prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

This provision of Article XXV does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

ARTICLE XXVI - Outside Employment

Employees shall not be employed by employers other than the Village, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the prior written approval of the Chief of Police. Employees wishing to hold outside jobs, including self-employment, which will not result in a conflict of interest or infringe on their ability to do their job for the Village, shall apply in writing to the Chief of Police for approval on a form provided by the Village. Such application shall be approved or denied within ten (10) working days after submission. Written approval will not be unreasonably withheld where the proposed employment will not present a conflict of interest or infringe on the employee's ability to do his job for the Village. If outside employment, including self-employment, has previously been approved or permitted by the Village, and if it later appears that such outside employment, including self-employment, is resulting in a conflict of interest or is infringing on the ability of the employee to do their job for the Village, prior approval for such outside employment may be revoked, provided that the employee involved shall receive at least ten (10) working days advance notice in writing of such revocation.

ARTICLE XXVII - Termination and Legality Clauses

Section 27.1: Savings Clause

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) calendar days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened.

Section 27.2: Board of Police and Fire Commissioners

The authority and powers of the Board of Fire and Police Commission as established in accordance with the Illinois Constitution, Illinois Compiled Statutes, and the Rules and Regulations of the Board of Fire and Police Commission shall supersede and take precedence over any provisions of this Agreement, where applicable. In addition, if any provisions of this Agreement are found to be in conflict with the Village Personnel Policy Manual or any Departmental Rules and Regulations or General Orders, said provisions of this Agreement shall take precedence.

Section 27.3: Entire Agreement

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 27.4: Effective Dates of Agreement

This Agreement shall become effective upon execution and terminate on December 31, 2027. This Agreement shall be automatically renewed from contract year(s) to contract year(s). Either party shall notify the other party, in writing, no less than sixty (60) calendar days prior to nor more than one-hundred twenty (120) calendar days prior to December 31, 2027 of either party's desire to modify or terminate this Agreement. In the event that notice of desire to terminate this Agreement is so given, this Agreement shall be terminated upon the expiration date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new agreement or part thereof between the parties.

THIS AGREEMENT EXECUTED this _____ day of _____, _____, after receiving official approval by the President and Board of Trustees and ratification by the Chapter membership.

METROPOLITAN ALLIANCE OF
POLICE, HOFFMAN ESTATES,
Chapter 96

VILLAGE OF HOFFMAN ESTATES

By: _____
President, Chapter 96

By: _____
President, Board of Trustees

ATTEST: _____
Secretary, Chapter 96

ATTEST: _____
Village Clerk

FOR THE METROPOLITAN
ALLIANCE OF POLICE, HOFFMAN
ESTATES, Chapter 96

As to Form and Legality:

Village Manager

Corporation Counsel

APPENDIX A

Section A1: Wage Schedule

This schedule reflects annual salary increases of 3.50% retroactive to January 1, 2025; 3.25% effective January 1, 2026 with an additional 1.25% market adjustment (for the top three steps) and 3.25% effective January 1, 2027 with an additional 1.5% market adjustment for the top three steps).

Hired before January 1, 2014

Length of Service	01/01/2025-12/31/2025	01/01/2026-12/31/2026	01/01/2027-12/31/2027
	3.50%	3.25%	3.25%
		Market Adjustment of 1.25% for years 5-7	Market Adjustment of 1.5% for years 5-7
0-1 YRS	\$83,430.01	\$86,141.49	\$88,941.09
1-2 YRS	\$85,569.27	\$88,350.27	\$91,221.65
2-3 YRS	\$89,424.93	\$92,331.24	\$95,332.01
3-4 YRS	\$95,084.80	\$98,175.05	\$101,365.74
4-5 YRS	\$100,744.52	\$104,018.72	\$107,399.32
5-6 YRS	\$106,404.31	\$111,235.73	\$116,573.66
6-7 YRS	\$110,275.57	\$115,282.77	\$120,814.90
OVER 7 YRS	\$118,908.71	\$124,307.91	\$130,273.13

Section A1A: Wage Schedule

This wage schedule applies to employees hired on or after January 1, 2014, which has been revised to provide the same percentage increases as in Section A1:

Hired on or after January 1, 2014

Length of Service	01/01/2025-12/31/2025	01/01/2026-12/31/2026	01/01/2027-12/31/2027
	3.50%	3.25%	3.25%
		Market Adjustment of 1.25% for 6-8 years	Market Adjustment of 1.5% for 6-8 years
0-1 YRS	\$77,535.33	\$80,055.23	
1-2 YRS	\$79,523.42	\$82,107.93	\$84,776.44
2-3 YRS	\$83,106.67	\$85,807.64	\$88,596.39
3-4 YRS	\$88,366.57	\$91,238.49	\$94,203.74
4-5 YRS	\$93,626.50	\$96,669.37	\$99,811.12
5-6 YRS	\$98,886.39	\$102,100.20	\$105,418.46
6-7 YRS	\$102,484.14	\$107,137.56	\$112,278.82
7-8 YRS	\$110,507.32	\$115,525.05	\$121,068.80
OVER 8 YRS	\$118,908.71	\$124,307.91	\$130,273.13

Effective January 1, 2027 the starting step will be removed. The Village shall determine the placement of new hires on the above salary schedule, provided that no one shall be placed higher on the schedule than their number of years in law enforcement warrants.

Section A2: Specialty Pay

- A. Police officers assigned as investigators to the Investigations Section and/or TAC (detectives) shall be paid, prorated for the time of the appointment, in addition to their regular rate of pay: \$1,600.00 per 12-month period, payable in a lump sum during the last payroll period of the year.
- B. Police officers certified as Field Training Officers (FTO) when assigned to perform FTO duties shall be paid, in addition to their regular rate of pay, one and one-half (1 ½) hour of straight time for each day of FTO duties performed with payment being made each payroll period that FTO duties were performed.
- C. Police officers assigned as Evidence Technicians shall be paid, prorated for the time of the appointment, in addition to their regular rate of pay, \$950.00 per 12 month period, payable in a lump sum during the last payroll period of the year.
- D. Police officers assigned to the Traffic Section as Certified Traffic Crash Investigators, who have completed Accident Investigation One and Two, shall be paid, prorated for the time of the appointment, in addition to their regular rate of pay, \$950.00 per 12 month period, payable in a lump sum during the last payroll period of the year.
- E. Police officers that are fluent in a foreign language, and are called upon by the department to translate on a regular basis shall be paid, in addition to their regular rate of pay, \$500.00 per 12-month period divided into twenty-six pay periods effective January 1, 2025.

Section A3: Career Service Incentive

Based on the Career Service Incentive schedule below, each employee in the bargaining unit who has completed full-time, sworn service with the Village of Hoffman Estates Police Department according to the following schedule shall have his annual base salary increased in accordance with said schedule upon the first payroll after such anniversary, as a career service incentive. The career service incentive described herein shall be considered a one-time addition to an employee's base wage upon completion of their tenth (10) year, fifteenth (15) year, twentieth (20) year, or twenty-fifth (25) year anniversary.

This career service incentive shall be considered as part of the employee's base wage for purposes of determining the employee's hourly rate of pay.

Career Service Incentive Schedule

Full-Time Sworn Service with the HEPD	
10 years	\$850

15 years	\$1,100
20 years	\$1,350
25 years	\$1,600

APPENDIX B - Hireback

Section B1: Hireback Defined

Hireback is defined as any employment for an outside entity wherein the sworn member of this department is acting in the capacity of a Hoffman Estates Police Officer and payment for such employment is made to the officer through the Village of Hoffman Estates, and the outside organization or agency reimburses the Village for such hireback employment.

Section B2: Compensation for Hireback

Officers working hireback will be compensated at one and one-half (1 1/2) times the top police officer rate regardless of rank. Officers of the rank of police officer, when assigned in the capacity of detail supervisor shall be compensated at one and one-half (1 1/2) times the top sergeant's straight time rate.

Section B3: Hireback Coordinator

The Chief of Police shall assign one or more supervisory officers to coordinate hireback details and shall designate what details or types of details such coordinator is responsible for.

Section B4: Special Hireback Detail Training

Officers may be required to take specialized or refresher training with respect to the areas of hireback details. If such training takes place outside an officer's normal hours of work, it shall be treated for compensation purposes in the same way as other departmental training. Failure to complete such training shall preclude the officer from signing for hireback detail(s) which were the subject of the training.

Section B5: Responsibilities of Hireback Coordinator

1. The Hireback Coordinator shall have the responsibility of posting details in a timely manner.
2. He shall have the responsibility and authority of designating what officers (from the list of those that have signed for a given detail) are to be named as detail supervisor, what officers are to be assigned to work in uniform or civilian dress, to assign specific posts to such officers, and any other assignments as may be required by such detail.

3. He shall further be responsible for setting the reporting times for officers assigned to such detail(s).
4. If after a detail has been signed for and is subsequently canceled or the number of personnel needed for such detail is reduced by the entity requesting such hireback detail, he shall notify all officers so affected. If the number needed is reduced, the last to sign up for such detail shall be the officers for which reduction is made.

Any officer removed from a given hireback detail either by cancellation of such detail or by reduction of personnel needed shall have no claim for compensation for such detail as long as notification was made to such officer, either in person, by phone, in writing and by posting in the squad room of such cancellation or reduction.

Section B6: Hireback - Officers on Duty

All officers working hireback details are considered to be on duty as Hoffman Estates Police Officers and as such are afforded all the benefits of such employment and are subject to all rules, regulations, policies and orders of the Hoffman Estates Police Department with their efforts of such duty directed to the needs of the specific entity requesting the hireback.

Section B7: Hourly Limit on Working Hireback Details

No officer shall sign for more than twenty-five (25) hours of hireback detail in any calendar week. In the event an officer is on leave or furlough during an entire calendar week, he shall be limited to a total of sixty-five (65) hours of hireback details.

Section B8: Hireback Detail

A hireback detail is defined as any hireback request received by an outside entity for a specific date. If more than one (1) outside entity requests a hireback detail, each such request shall be considered as a separate hireback detail. All hireback requests shall be routed through the Hireback Coordinator.

Section B9: Eligibility for Hireback Details

Any sworn officer of this department who has completed his initial police and in-service squad training shall be eligible for hireback details, provided:

1. No police officer may work a hireback detail that is in conflict with his assigned tour(s) of duty.
2. He has attended any training required by a specific hireback detail(s).

Section B10: Duties of a Detail Supervisor

The Detail Supervisor shall:

1. Be responsible for the conduct and actions of all police personnel assigned to such detail.
2. Once a detail has commenced and the supervisor finds or is advised that the manpower needs should be reduced for the balance of such detail, he shall first seek volunteers that wish to leave such detail early (minimum 2-hours pay). If no volunteers are found, he shall relieve of duty at such detail as many officers as he is required to reduce the detail by. To accomplish this he shall relieve those that were the last to sign up for such detail.

Section B11: Hireback List

1. The department's roster of eligible sworn personnel by date of employment shall be split in half with the second half being reversed and merged with the first half by alternating each name for the two (2) halves to permit the department to have a mixture of senior and junior officers eligible for each detail.
2. In the event a hireback detail requires a supervisor there will be a separate list as stated above that will exclude supervisory personnel, and a second list of supervisory personnel will be posted for such details.
3. Officers not desiring to work hireback for any period(s) of time shall advise the Hireback Coordinator, in writing, of the period(s) for which such officer wishes to have his/her name stricken from the hireback list.
4. If an officer who has signed for a specific hireback detail fails to report for such detail, other than for an excused absence subject to the final approval of the Hireback Coordinator, such officer shall forfeit his next two (2) 72 hour picks in rotation on the hireback list and may be subject to disciplinary action under the rules, regulations, policies or orders of this department.
5. Once a police officer has signed for hireback detail he may request to change with another police officer covered by this agreement subject to the final approval of the Hireback Coordinator and, if approved, the Hireback Coordinator shall not be bound by the original assignment of such officer as to uniform or civilian dress for such detail and may alter assignments as he deems necessary. Except in the event of an emergency, requests for changes must be received at least seven days prior to the scheduled event. A conflict in a police officer's duty schedule and a hireback assignment shall not constitute an emergency.
6. Nothing in the above section shall be interpreted to diminish the duties of the detail supervisor, specified herein.
7. If an employee demonstrates that he did not receive a hireback for which he was entitled under this Agreement, the exclusive remedy shall be to give that employee

preference for the next available hireback of equal hours.

Section B12: Posting of Hireback Details

1. All hireback details (except in the event of an immediate hireback - less than 72 hours) shall be posted prior to 1200 hours on the date indicated as being posted and any time limits established for signing for any hireback detail shall commence and end at 1200 hours.
2. Hireback details shall be posted in a timely manner.

Section B13: Signing for a Hireback Detail

1. For each hireback detail, the Hireback Coordinator shall indicate upon the sign-up list the number of officers requested for such detail. He shall also indicate upon the hireback list as previously explained the officers that fall within a 72-hour initial priority pick period. The next detail will begin with the name following the last officer eligible on the previous priority pick period.
2. No officer shall sign for any officer other than himself. Violation of this or any alteration of the sign-up list (except by the Hireback Coordinator) will result in disciplinary action, and removal of the officer's name from all hireback eligibility lists for a period of thirty (30) days.
3. Officers shall sign upon the next available line on the sign-up list to the maximum number of officers required.
4. If after the initial 72-hour priority pick period there remains the need for more officers to sign for a given detail, the number of spaces available may be signed by an equal number of officers that would immediately follow those on the 72-hour priority period. Such second pick period will last forty-eight (48) hours.

5. If after the 48-hour pick period there still remains openings for a specific detail, any officer regardless of his position on the hireback list and regardless of rank may sign for such detail. Such open pick period shall remain open for a maximum of ten (10) days or until seven (7) days prior to a specific detail.
6. If openings for a specific detail still remain after the policy stated in No. 5 above, this department may hireback from outside agencies. In no event shall an officer of this department be able to "bump" from a specific detail any officer hired back from an outside agency.
7. If a detail request comes in seventy-two (72) hours or less prior to such detail date, it shall be regarded as an instance hireback and any officer, regardless of rank, may sign for same.
8. If a hireback request comes in less than eight (8) days prior to the detail date and is not filled as stated in this policy as it regards priority pick periods at seventy-two (72) hours prior to the detail date, any officer, regardless of rank, may sign for such detail.
9. Priority 72-hour pick periods for consecutive details shall follow one another and not be affected by any subsequent 48-hour pick period for the previous detail.

APPENDIX C

Attach as Appendix C the Village's light duty policy.

APPENDIX D - HEALTH INSURANCE PLAN REVISIONS

		1/1/2022	1/1/2023	01/01/2025
PPO 1 Plan				
	Deductible	\$450 individual / 3 X family	\$500 individual / 3 X family	\$500 individual / 3 X family
	Rx Drug Card Copay	\$5 for Generic	\$5 for Generic	\$5 for Generic
		\$50 for Preferred/Formulary	\$50 for Preferred/Formulary	\$50 for Preferred/Formulary
		\$115 for non-Preferred/non-Formulary	\$115 for non-Preferred/non-Formulary	\$115 for non-Preferred/non-Formulary
		Mail order (90 day supply) twice the cost above	Mail order (90 day supply) twice the cost above	Mail order (90 day supply) twice the cost above
	Office Visit Copay	\$20	\$20	\$20
	Out-of-pocket max	\$750 individual/3x family	\$1,500 individual/3x family	\$1,500 individual/3x family
	Co-insurance	Network 90% Non-network 80%	Network 90% Non-network 70%	Network 90% Non-network 70%
HMO Plan				
	Rx Drug Card Copay	\$5 for Generic	\$5 for Generic	\$5 for Generic
		\$50 for Preferred/Formulary	\$50 for Preferred/Formulary	\$50 for Preferred/Formulary
		\$115 for non-Preferred/non-Formulary	\$115 for non-Preferred/non-Formulary	\$115 for non-Preferred/non-Formulary
		Mail order (90 day supply) twice the cost above	Mail order (90 day supply) twice the cost above	Mail order (90 day supply) twice the cost above
	Office Visit Copay	\$20	\$20	\$20

Effective January 1, 2026:

Blue Choice Options PPO Plan				Blue Advantage HMO
<u>Network Name</u>	<u>Blue Choice Options Network</u>	<u>BCBS PPO Network</u>	<u>Out-of- Network</u>	
Deductible	\$500	\$625	\$3,000	\$1,500
Out-of-pocket Maximum	\$1,500	\$2,125	\$9,000	
Coinsurance	90%	70%	50%	
Office visit/PCP copayment	\$20	\$25	50%	\$20
Specialist copayment	\$40	\$50	50%	\$50
ER Copayment	\$250	\$250	\$250	
ER Coinsurance	90%	90%	90%	
Family deductible and out of pocket maximum are 3 times the amounts above.				
<u>Prescriptions</u>	Monthly			Monthly
<i>Generic</i>	\$10			\$5
<i>Formulary/Brand</i>	\$25			\$30
<i>Non-formulary</i>	\$75			\$90
<i>2x for 90 day supply</i>				<i>2x for 90 day supply</i>

The above is a brief summary of the Village's Blue Choice Options PPO and Blue Advantage HMO health benefit program. This program is more fully described in summary plan description booklets provided to all employees upon becoming eligible to participate in the program.