



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

November 17, 2025	Council Chambers	7:00 PM
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1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **PUBLIC COMMENT**
4. **APPROVAL OF MINUTES**
 - A. Village Board 11-03-2025
 - B. Village Board 11-10-2025 Special
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 11-17-2025 — \$5,836,527.75
 - C. Approval of a Resolution authorizing a Joint Funding Agreement with IDOT for the Jones Road Resurfacing project
 - D. Approval of a Resolution authorizing an Agreement with Hampton, Lenzini, and Renwick, Inc. for construction engineering services for the Jones Road Resurfacing project in an amount not to exceed \$94,967
 - E. Approval of an Ordinance amending Section 10-8-1 of the Hoffman Estates Municipal Code (Flood Hazard Area Requirements)
6. **REPORTS**
 - A. President's Report
 1. Proclamation(s)
 - a. Small Business Saturday
 - B. Trustee Comments
 - C. Village Manager's Report
 - D. Village Clerk's Report

E. Committee Reports

1. Finance
2. Public Works & Utilities
3. Public Health & Safety

F. Treasurer's Report

7. PLAN COMMISSION RECOMMENDATIONS

- A. Approval of an Ordinance granting a Variation for a side yard setback reduction for the property at 3992 N. Parkside Drive

8. ADDITIONAL BUSINESS

- A. Approval of an Ordinance amending section 8-3-22, number of licenses, of Article 3, Alcoholic Liquors, of the Hoffman Estates Municipal Code.
- B. Approval of a Resolution authorizing a Joint Funding Agreement with IDOT for the Gannon Drive Resurfacing and Bicycle Facility project
- C. Approval of a Resolution authorizing an Agreement with Hampton, Lenzini, and Renwick, Inc. for construction engineering services for the Gannon Drive Resurfacing and Bicycle Facility project in an amount not to exceed \$121,965

9. 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: **NOVEMBER 3, 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 7:00 p.m. The Village Clerk called the roll. Trustees present: Anna Newell, Gary Pilafas, Gary Stanton, Karen Arnet, Patrick Kinnane.

Trustee Karen Mills attended electronically.

A quorum was present.

ADMINISTRATIVE PERSONNEL PRESENT

E. Palm, Village Manager
D. O'Malley, Deputy Village Manager
J. Pape, Assistant Village Manager
A. Janura, Corporation Counsel
J. Dickson, Assistant Corporation Counsel
K. Cawley, Chief of Police
B. Raymond, Deputy Chief
R. Musiala, Finance Director
J. Nebel, PW Director
M. Saavedra, HHS Director
A. Marks, Assistant HHS Director
D. Raszka, Director of IT
M. Brito, Communications Manager
R. Signorella, Multimedia Production Manager
T. Cuevas, Administrative Intern

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was led by Trustee Newell.

Motion by Trustee Pilafas, seconded by Trustee Arnet to allow electronic attendance of Trustee Karen Mills. Voice vote taken. All ayes. Motion carried.

3. PUBLIC COMMENTS

Mayor McLeod requested that this item be moved to after Additional Business Item 7. There was agreement.

4. APPROVAL OF MINUTES**4.A. Approval of Minutes 10-20-2025**

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

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

Motion by Trustee Arnet, seconded by Trustee Pilafas, 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 November 3, 2025 - \$3,558,523.71.

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

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

5.C. Approval of Resolution #1729-2025 authorizing the purchase and installation of video production equipment for the NOW Arena from Unified Board Operations, LLC d/b/a Visua, LaCrosse, Wisconsin in an amount not to exceed \$117,290.50.

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

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

5.D. Approval of Resolution #1730-2025 authorizing an Agreement with Living Waters Consultants, Inc. for design engineering for 925 Grand Canyon Parkway in an amount not to exceed \$57,000.

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

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

5.E. Approval of Resolution #1731-2025 authorizing the Village President to enter into an Intergovernmental Agreement between the Village of Hoffman Estates and School District U46 allowing the Hoffman Estates Police Department viewing access to the school district surveillance cameras to observe and investigate potential criminal activity.

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

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

6. REPORTS

6.A. Presentation(s)

1. Check to HHS/Hope Fore Hoffman Proceeds

The Hope Fore Hoffman Golf Committee presented Health and Human Services with a check in the amount of \$43,558.57 for the Self-Help Fund. The foundation raised the funds at the 2nd annual golf outing held this past July by the Hope Fore Hoffman Golf Committee. Dr. Monica Saavedra accepted the check and gave an overview of how the Self-Help Fund assists residents in need. The Hope Fore Hoffman Golf Committee and the Health and Human Services department were thanked by the Board.

Mayor McLeod attended several meetings and events including a C-Suite Event at Edge Electrical Systems, a Northwest Municipal Conference Transportation Committee meeting, a Northwest Council of Mayors Technical Committee meeting, a Northwest Council of Mayors meeting, Santa's Arrival at Cabela's, and a Metropolitan Mayors Caucus meeting. He also mentioned the upcoming Public Works Open House on Saturday, November 8th from 10:00 a.m. to 1:00 p.m. He also welcomed the Girl Scouts that were in attendance.

6.B. Trustee Comments

Trustee Mills had no comment.

Trustee Newell attended the Whiteley Trunk or Treat, the 5th Annual Cram the Cruiser Food Drive, and Santa's Arrival at Cabela's. She thanked the Hope Fore Hoffman Golf Committee.

Trustee Pilafas attended a meeting with IT and a security vendor and a Veteran's Day Commission meeting.

Trustee Stanton attended a meeting with staff and members of the Schaumburg Township Library staff and elected officials, a meeting with Glenbrook Elementary children and parents, a Village Green Ad Hoc Committee meeting, John Muir Trunk or Treat, Whiteley Trunk or Treat, Sister Cities Commission's 27th annual French Evening, Hoffman Estates Parks Haunted Family Fest, and the C-Suite Event at Edge Electrical Systems.

Trustee Arnet attended the 5th Annual Cram the Cruiser Food Drive and she commended Officer Tribuzio and the entire squad for doing such a great job with the event. She also attended the HE Parks Haunted Family Fest and Santa's Arrival at Cabela's.

Trustee Kinnane mentioned that he has resumed several of his volunteer activities. He congratulated the Hope Fore Hoffman Golf Committee on their successful fundraising efforts and encouraged community members to help stock local food pantries if they are able.

6.C. Village Manager's Report

Village Manager Palm mentioned the Village Hall parking lot blacktop work was scheduled for Saturday with a rain date of Tuesday. Village Hall will be closed on Saturday. If work takes place on Tuesday, the parking lot will be closed but Village Hall will be open with parking available on street. He also mentioned that there would be a Special Village Board meeting next Monday for an item that will be reviewed by the Planning, Building & Zoning Committee that evening.

6.D. Village Clerk's Report

The Village Clerk stated that during the month of October, 38 passports were processed and 277 FOIA requests were responded to.

6.E. Committee Reports

1. Transportation & Road Improvement

Trustee Arnet stated that they would be meeting to discuss the approval of a Resolution authorizing an Agreement with Hampton, Lenzini, and Renwick, Inc. for construction engineering services for the Gannon Drive Resurfacing and Bicycle Facility project in an amount not to exceed \$121,965, the approval of a Resolution authorizing an Agreement with Hampton, Lenzini, and Renwick, Inc. for construction engineering services for the Jones Road Resurfacing project in an amount not to exceed \$94,967, and to receive and file the Transportation Division Monthly Report.

2. Planning, Building & Zoning

Trustee Stanton stated that they would be meeting to receive and file the Planning Division Monthly Report, the Code Enforcement Division Monthly Report, and the Economic Development and Tourism Monthly Report.

3. General Administration & Personnel

Trustee Kinnane stated that they would be meeting to discuss the Approval of a Resolution approving an intergovernmental agreement relating to the O'Hare Noise Compatibility Commission (ONNC), and to receive and file the Cable TV Monthly Report, the Human Resources Management Monthly Report and the Legislative Operations & Outreach Monthly Report.

7. ADDITIONAL BUSINESS

There was no additional business.

3. PUBLIC COMMENTS

No one wished to be recognized.

8. EXECUTIVE SESSION

Motion by Trustee Kinnane, seconded by Trustee Pilafas, to adjourn the meeting into Executive Session to discuss Security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property (5 ILCS 120/2-(c)-(8)), Collective Bargaining (5 ILCS 120/2-(c)-(2)), and the Review of Executive Session Minutes (5 ILCS 120/2(c)-(21)). Voice vote taken. All ayes. Motion carried. Time: 7:22 p.m.

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.

MEETING: SPECIAL HOFFMAN ESTATES VILLAGE BOARD
DATE: NOVEMBER 10, 2025
PLACE: COUNCIL CHAMBERS
MUNICIPAL BUILDING COMPLEX
1900 HASSELL ROAD
HOFFMAN ESTATES, ILLINOIS

1. CALL TO ORDER:

Village President William McLeod called the meeting to order at 7:23 p.m. The Village Clerk called the roll. Trustees present: Gary Pilafas, Gary Stanton, Karen Arnet, Patrick Kinnane, Karen Mills, Anna Newell.

A quorum was present.

ADMINISTRATIVE PERSONNEL PRESENT:

J. Pape, Assistant Village Manager
A. Janura, Corporation Counsel
P. Seger, HRM Director
A. Wenderski, Director of Engineering
J. Horn, Planning & Transportation Director
A. Marks, Assistant HHS Director
R. Signorella, Multimedia Production Manager

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was led by Trustee Pilafas.

3. PUBLIC COMMENTS

No one wished to be recognized.

4. CONSENT AGENDA/OMNIBUS VOTE

There were no consent agenda items.

5. ADDITIONAL BUSINESS:

5.A. Approval of a First Amended and Restated Development Agreement between the Village of Hoffman Estates and Hoffman Estates Acquisitions LLC (Bell Works Townhomes)

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

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

5. ADJOURNMENT

Motion by Trustee Pilafas, seconded by Trustee Arnet, to adjourn the meeting. Voice vote taken.
All ayes. Motion carried. Time: 7:25 p.m.

Patty Richter Village Clerk

Date Approved



BILL LIST SUMMARY

BILL LIST AS OF	11/17/2025	\$ 1,602,058.24
MANUAL CHECKS	10/28/2025 -11/13/2025	\$ 91,848.97
PAYROLL	11/03/25 & 11/14/2025	\$ 1,666,077.83
WIRES	10/01 - 10/31/2025	\$ 2,476,542.71
TOTAL		\$ 5,836,527.75

VILLAGE OF HOFFMAN ESTATES

NOVEMBER 17, 2025

ACCOUNT		VENDOR	DESCRIPTION	AMOUNT
GENERAL FUND				
01	0302	ACME TRUCK BRAKE & SUPPLY CO.	STOCK REPAIR PARTS	\$237.39
01	0302	ADVANCE AUTO PARTS	STOCK REPAIR PARTS	\$652.07
01	0302	ALTA CONSTRUCTION EQUIPMENT IL LLC	STOCK REPAIR PARTS	\$47.93
01	0302	BRAD MANNING FORD INC	STOCK REPAIR PARTS	\$634.68
01	0302	CAR-ONE TIRE AND AUTO	STOCK REPAIR PARTS	\$1,460.00
01	0302	FACTORY MOTOR PARTS CO	STOCK REPAIR PARTS	\$262.14
01	0302	PIEMONTE DUNDEE CHEVROLET INC	STOCK REPAIR PARTS	\$14.02
CASH AND INVENTORIES				\$3,308.23
01	1432	DUBOIS PAVING CO.	ENGINEERING DEPOSIT REIMB	\$1,000.00
01	1432	HANOVER HOFFMAN ESTATES LLC	ENGINEERING DEPOSIT REIMB	\$1,000.00
01	1432	JAMESON PAVEMENT SURFACES, INC.	ENGINEERING DEPOSIT REIMB	\$1,000.00
01	1432	MCNELLY SERVICES, INC.	ENGINEERING DEPOSIT REIMB	\$1,000.00
01	1432	MURPHY CONSTRUCTION SERVICES	ENGINEERING DEPOSIT REIMB	\$1,000.00
01	1432	RG ASPHALT & CONCRETE	ENGINEERING DEPOSIT REIMB	\$1,000.00
01	1432	ROSE PAVING LLC	ENGINEERING DEPOSIT REIMB	\$6,603.00
01	1432	TANVEER FATIMA	SITE PERMIT DEPOSIT REIMB	\$1,000.00
01	1445	OLD REPUBLIC TITLE INSURANCE	STAMP OVERPAYMENT REFUND	\$66.00
01	1481	HOFFMAN ESTATES PARK DISTRICT	CASH DONATION IN LIEU OF LAND	\$41,249.00
PAYMENTS FROM DEPOSITS ON HAND				\$54,918.00
01000016	3701	BBMK CONTRACTING LLC DBA BLUE TEAM	OVERPAYMENT REFUND	\$85.70
GENERAL-REVENUE ACCOUNTS				\$85.70
01101124	4507	DAN SHOMON INC	APR'25 CONSULTING FEE	\$4,500.00
01101124	4507	DAN SHOMON INC	AUG'25 CONSULTING FEE	\$4,500.00
01101124	4507	DAN SHOMON INC	DEC'25 CONSULTING FEE	\$4,500.00
01101124	4507	DAN SHOMON INC	JUL'25 CONSULTING FEE	\$4,500.00
01101124	4507	DAN SHOMON INC	JUN'25 CONSULTING FEE	\$4,500.00
01101124	4507	DAN SHOMON INC	MAY'25 CONSULTING FEE	\$4,500.00
01101124	4507	DAN SHOMON INC	NOV'25 CONSULTING FEE	\$4,500.00
01101124	4507	DAN SHOMON INC	OCT'25 CONSULTING FEE	\$4,500.00
01101124	4507	DAN SHOMON INC	SEP'25 CONSULTING FEE	\$4,500.00
LEGISLATIVE				\$40,500.00
01101224	4507	SRSD CONSULTING, LLC	EMERGING LEADERS PROGRAM	\$5,500.00
01101224	4507	SRSD CONSULTING, LLC	FACILITATED WORKSHOP	\$3,500.00
01101224	4542	LANGUAGE LINE SERVICES INC	PHONE INTERPRETATION	\$239.18
ADMINISTRATIVE				\$9,239.18
01101324	4542	ARTHUR L JANURA JR	PROFESSIONAL SERVICES	\$12,000.00
01101324	4542	RICHARD A KAVITT ATTORNEY AT LAW	PROFESSIONAL SERVICES	\$500.00
01101324	4547	THOMSON REUTERS-WEST	SOFTWARE SUBSCRIPTION	\$817.99
01101324	4567	CLARK BAIRD SMITH LLP	PROFESSIONAL SERVICES	\$11,197.50
01101324	4567	SAUL EWING LLP	PROFESSIONAL SERVICES	\$1,132.50
LEGAL				\$25,647.99

VILLAGE OF HOFFMAN ESTATES

NOVEMBER 17, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01101423 4402	GARVEY'S OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$39.99
FINANCE			\$39.99
01101522 4303	MUNICIPAL CLERKS OF ILLINOIS	ANNUAL MEMBERSHIP FEE	\$170.00
01101524 4548	ARC DOCUMENT SOLUTIONS	BOND PRINTS/ FOLDING	\$57.19
VILLAGE CLERK			\$227.19
01101622 4301	SRSD CONSULTING, LLC	MONTHLY COACHING FEE	\$1,000.00
HUMAN RESOURCES			\$1,000.00
01102523 4403	PRESSTECH INC.	HE CITIZEN NEWLETTER NOV/DEC	\$4,897.00
01102524 4507	MONA S MORRISON	VETERANS DAY PHOTOS	\$180.00
01102524 4507	REVIZE LLC	ANNUAL HOSTING & MAINTENANCE	\$6,900.00
COMMUNICATIONS			\$11,977.00
TOTAL GENERAL GOVERNMENT DEPARTMENT			\$88,631.35
POLICE DEPARTMENT			
01202123 4407	EAGLE POINT GUN/TJ MORRIS & SON	PMC 223A 55 GRAIN	\$6,840.00
01202123 4407	EAGLE POINT GUN/TJ MORRIS & SON	PMC 9 MM 124 GRAIN	\$4,740.00
01202123 4414	DASH MEDICAL	BLACK NITRILE EXAM GLOVES	\$128.90
01202123 4414	EVIDENT INC	VARIOUS SUPPLIES	\$339.32
PATROL & RESPONSE			\$12,048.22
01202324 4542	CASEBOOK PBC	CASEBOOK PRO- ANNUAL SUBSC	\$2,993.00
INVESTIGATIONS			\$2,993.00
TOTAL POLICE DEPARTMENT			\$15,041.22
FIRE DEPARTMENT			
01301222 4303	IAFC MEMBERSHIP	ALAN WAX - MEMBERSHIP FEE	\$235.00
ADMINISTRATIVE			\$235.00
01303122 4301.19	UNIVERSITY OF ILLINOIS PYMT CENTER	CLASS 10/06/25 CLEMENT PACIFIC	\$2,425.00
01303122 4304	ON TIME EMBROIDERY INC	VARIOUS SUPPLIES	\$864.00
01303122 4304	TODAYS UNIFORMS	UNIFORMS	\$1,676.85
01303122 4304.16	AIR ONE EQUIPMENT INC	8 GLOBE SUPREME STRUCTURAL	\$589.00
01303122 4304.16	AIR ONE EQUIPMENT INC	GEAR REPAIR - COAT & PANTS	\$224.75
01303122 4304.16	AIR ONE EQUIPMENT INC	SHIPPING FEE PO #25000372	\$12.00
01303124 4509.19	CAROL STREAM FIRE PROT.DISTRICT	TRAINING TOWER - LIVE BURN	\$1,100.00
01303124 4510.11	AIR ONE EQUIPMENT INC	BREATHING AIR QUALITY TEST	\$165.00
01303124 4542.15	NORTHWEST CENTRAL DISPATCH SYSTEM	WAVE DEVICES	\$48.00
SUPPRESSION			\$7,104.60

VILLAGE OF HOFFMAN ESTATES

NOVEMBER 17, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01303223 4419	TELEFLEX LLC	IO NEEDLE 15MM	\$185.00
01303223 4419	TELEFLEX LLC	IO NEEDLE 25MM	\$185.00
01303223 4419	TELEFLEX LLC	IO NEEDLE 45MM	\$185.00
01303224 4510	STRYKER MEDICAL	ESTIMATED SHIPPING/HANDLING	\$70.00
01303224 4510	STRYKER MEDICAL	LP35 POWER ADAPTER KIT	\$1,750.00
EMERGENCY MEDICAL SERVICES			\$2,375.00

01303322 4304	TODAYS UNIFORMS	UNIFORMS	\$175.85
01303324 4507	CHICAGO METRO FIRE PREVENTION CO	MONTHLY MAINTENANCE FEE	\$1,485.00
01303324 4507	JOHNSON CONTROLS SECURITY SOLUTIONS	PROFESSIONAL SERVICES	\$286.67
PREVENTION			\$1,947.52

TOTAL FIRE DEPARTMENT			\$11,662.12
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PUBLIC WORKS

01401222 4301	AARON HOWE	PER DIEM MILEAGE REIMB	\$494.70
01401222 4301	KEVIN MCGRAW	TRAVEL EXPENSES REIMB	\$185.50
ADMINISTRATIVE			\$680.20

01404123 4414	PLOWOPS, INC.	PLOWOPS IN CAB DISPLAY	\$698.00
01404123 4414	PLOWOPS, INC.	PLOWOPS IN DASH DISPLAY	\$1,396.00
SNOW & ICE REMOVAL			\$2,094.00

01404223 4414	ULINE	VARIOUS SUPPLIES	\$125.82
01404224 4502	COMMONWEALTH EDISON	ELECTRIC TRAFFIC SIGNAL	\$6,387.67
01404224 4521	THE SHERWIN-WILLIAMS CO	PAINT SUPPLIES	\$156.77
01404224 4523	AMPERAGE ELECTRICAL SUPPLY	VARIOUS SUPPLIES	\$1,160.00
01404224 4523	ENERGYFICIENT SYSTEMS, INC.	ESTIMATED SHIPPING/HANDLING	\$300.00
01404224 4523	ENERGYFICIENT SYSTEMS, INC.	TOWER 7 UPLIGHTING LED UP	\$3,321.00
01404224 4542	ENERGYFICIENT SYSTEMS, INC.	TOWER 7 UPLIGHTING 16' AL	\$3,480.75
01404224 4542	ENERGYFICIENT SYSTEMS, INC.	TOWER 7 UPLIGHTING LED UP	\$1,107.00
01404224 4542	LAKESHORE RECYCLING SYSTEMS	2025 STREET SWEEPING SERVICE	\$35,724.00
01404224 4544	U S STANDARD SIGN CO	ALO BLANK .080 6"X30" SIGN	\$396.00
TRAFFIC OPERATIONS			\$52,159.01

01404324 4507	MIDWEST COMPOST-ELGIN	DISPOSAL OF STUMP GRINDING	\$1,393.08
01404324 4507	UNO MAS LANDSCAPING	2025 TURF RESTORATIONS	\$5,900.00
FORESTRY			\$7,293.08

01404424 4502	COMMONWEALTH EDISON	ELECTRIC 2200 W HIGGINS RD	\$31.41
01404424 4502	COMMONWEALTH EDISON	ELECTRIC 5323 PRAIRIE	\$96.29
01404424 4507	ACCURATE DOCUMENT DESTRUCTION INC	SHREDDING SERVICES	\$940.69
01404424 4507	GROOT RECYCLING & WASTE SERV.,INC.	DISPOSAL FEE YARD WASTE	\$780.48
01404424 4510	DOYLE SIGNS INC.	REPAIR SERVICE	\$1,599.84
01404424 4510	GENSERVE LLC	GENERATOR PREVENTIVE MAINT	\$2,796.00
01404424 4516	AMLINGS INTERIOR LANDSCAPE	INTERIOR LANDSCAPING	\$487.83
01404424 4517	MOLTREE MECHANICAL	REPAIR SERVICE	\$530.00

VILLAGE OF HOFFMAN ESTATES

NOVEMBER 17, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01404424 4517	ROSE PEST SOLUTIONS INC	PEST CONTROL	\$138.00
01404424 4518	ECO CLEAN MAINTENANCE INC	FIRE STATIONS -CARPET CLEANING	\$2,261.18
01404424 4518	FOX VALLEY FIRE & SAFETY CO	ANNUAL INSPECTION FIRE ALARM	\$275.00
01404424 4518	GENSERVE LLC	GENERATOR PREVENTIVE MAINT	\$1,590.00
01404424 4542	KLUBER INC.	PW SPACE NEEDS STUDY	\$1,462.50
01404424 4545	FULLIFE SAFETY CENTER	VARIOUS SUPPLIES	\$573.20
FACILITIES			\$13,562.42

01404522 4301	CHICAGO PARTS & SOUND LLC	REPAIR PARTS	\$2,100.00
01404522 4304	CINTAS #22	UNIFORM AND MAT RENTAL	\$145.30
01404523 4411	AL WARREN OIL CO INC	FUEL BIO-DIESEL	\$3,126.42
01404523 4411	AL WARREN OIL CO INC	FUEL REGULAR	\$12,653.22
01404523 4414	GRAINGER INC	REPAIR PARTS	\$73.34
01404524 4510	BATTERY SERVICE CORPORATION	REPAIR PARTS	\$480.80
01404524 4513	ADVANCE AUTO PARTS	RTN REPAIR PARTS	(\$770.89)
01404524 4513	BUMPER TO BUMPER/ LEE AUTO	REPAIR PARTS	\$7.98
01404524 4513	CAR-ONE TIRE AND AUTO	TIRE DISPOSAL FEE	\$96.00
01404524 4513	FRIENDLY FORD	REPAIR PARTS	\$434.72
01404524 4513	FRIENDLY FORD	RTN REPAIR PARTS	(\$183.96)
01404524 4513	RT 62 WASH & LUBE	VEHICLE WASH	\$187.50
01404524 4513	ULTRA STROBE COMMUNICATIONS	REPAIR PARTS	\$1,225.02
01404524 4514	ACME TRUCK BRAKE & SUPPLY CO.	REPAIR PARTS	\$696.10
01404524 4514	BRAD MANNING FORD INC	REPAIR PARTS	\$266.80
01404524 4514	FOSTER COACH SALES INC	REPAIR PARTS	\$439.15
01404524 4514	POMP'S TIRE	REPAIR PARTS	\$210.00
01404524 4514	RUSH TRUCK CENTER OF ILLINOIS, INC	REPAIR PARTS	\$392.70
01404524 4534	ALTA CONSTRUCTION EQUIPMENT IL LLC	AXLE ROTARY BROOM	\$883.33
01404524 4534	ALTA CONSTRUCTION EQUIPMENT IL LLC	COMPRESSION WASHER	\$5.00
01404524 4534	ALTA CONSTRUCTION EQUIPMENT IL LLC	COUPLING	\$283.30
01404524 4534	ALTA CONSTRUCTION EQUIPMENT IL LLC	FLANGE BEARING	\$80.50
01404524 4534	ALTA CONSTRUCTION EQUIPMENT IL LLC	HYD MOTOR	\$1,153.72
01404524 4534	ALTA CONSTRUCTION EQUIPMENT IL LLC	TIGHTENING FLANGE	\$54.10
01404524 4534	ALTA CONSTRUCTION EQUIPMENT IL LLC	VARIOUS SUPPLIES	\$490.48
01404524 4534	BATTERY SERVICE CORPORATION	REPAIR PARTS	\$177.50
01404524 4535	CAR-ONE TIRE AND AUTO	NEW TIRES	\$364.00
01404524 4535	FLEET SAFETY SUPPLY	VARIOUS SUPPLIES	\$370.50
01404524 4536	FLEET SAFETY SUPPLY	VARIOUS SUPPLIES	\$1,111.50
FLEET SERVICES			\$26,554.13

01404723 4414	ACTION LOCK & KEY, INC	DOUBLE SIDED KEYS	\$28.00
01404724 4507	VIAN CONSTRUCTION CO INC	EMERGENCY STORM REPAIR 12	\$14,750.00
STORM SEWERS			\$14,778.00

TOTAL PUBLIC WORKS DEPARTMENT	\$117,120.84
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DEVELOPMENT SERVICES

01505024 4507	ALL TOGETHER	COMPREH PLAN PUBLIC GRAPHIC	\$1,801.63
01505024 4542	CLASS PRINTING	TAXI DISCOUNT - COUPONS	\$605.00
01505024 4542	UNITED DISPATCH	SENIOR COUPONS	\$1,820.00

PLANNING AND TRANSPORTATION	\$4,226.63
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VILLAGE OF HOFFMAN ESTATES

NOVEMBER 17, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01505123 4403	B & L BLUEPRINT, INC	1 DIGITAL SCAN TO PDF	\$376.30
01505124 4507	SAFEBUILT ILLINOIS LLC	TEMP RENTAL INSPECTION- OCT'25	\$6,840.00
01505124 4507	THOMPSON ELEVATOR INSPECTION INC	ELEVATOR INSPECTIONS	\$106.00
01505124 4545	ANTHONY KNUTH	SAFETY SHOE REIMB	\$200.00
01505124 4545	JEFFREY MILLER	SAFETY SHOE REIMB	\$198.00
01505124 4545	KATHLEEN KUFFER	SAFETY SHOE REIMB	\$200.00
CODE ENFORCEMENT			\$7,920.30
01505222 4303	ALAN WENDERSKI	PE LICENSE RENEWAL	\$125.00
01505222 4303	JACOB CUTHBERT	PE LICENSE RENEWAL	\$125.00
01505222 4303	MELANIE CAROLLO	PE LICENSE RENEWAL	\$125.75
01505222 4303	OSCAR GOMEZ	PE LICENSE RENEWAL	\$125.00
01505224 4510	GRAYBAR ELECTRIC CO INC	REPAIR PARTS	\$540.00
01505224 4510	MEADE ELECTRIC CO., INC.	ANNUAL TRAFFIC SIGNAL	\$616.47
ENGINEERING			\$1,657.22
01505922 4301	KEVIN KRAMER	IEDA CONFERENCE - MEALS REIMB	\$54.00
01505924 4546	REAL ESTATE PUBLISHING CORPORATION	AD & PUBLICATION	\$6,000.00
ECONOMIC DEVELOPMENT			\$6,054.00
TOTAL DEVELOPMENT SERVICES DEPARTMENT			\$19,858.15
HEALTH & HUMAN SERVICES DEPARTMENT			
01556522 4301	GINA MCCAULEY	SEP & OCT MILEAGE REIMB	\$95.20
01556523 4402	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	\$237.21
01556523 4413	AMSCO MEDICAL	VARIOUS MEDICAL SUPPLIES	\$1,093.16
01556523 4413	SANOFI PASTEUR	TUBERSOL 5TU/0.1 ML SOL	\$457.82
01556524 4507	JESICA KAZANWISKYI	DEC 11 SOCIAL EMOTIONAL TRNG	\$150.00
TOTAL HEALTH & HUMAN SERVICES DEPARTMENT			\$2,033.39
BOARDS & COMMISSIONS DEPARTMENT			
01605824 4555	LILLIAN MOSIER	SISTER CITIES REIMB	\$47.98
01605824 4555	WAREHOUSE DIRECT	OFFICE SUPPLIES	\$16.99
01605824 4559	ARLINGTONES	SENIOR COMM DEC'25 LUNCHEN	\$300.00
01605824 4573	THE FINER LINE	PREPAID NON-TRUSTEE BADGE	\$4.69
01605824 4575	MICHELLE PILAFAS	ZINE FEST - FOOD REIMB	\$104.65
01605824 4575	MOTIKA ANAND	ZINE FEST BREAKFAST REIMB	\$101.37
01605824 4578	THE FINER LINE	PREPAID NON-TRUSTEE BADGE	\$12.86
01605824 4599	THE FINER LINE	PREPAID NON-TRUSTEE BADGE	\$4.70
01605824 5502	BOY SCOUT TROOP 297	PLATZKONZERT'25 CLEAN UP	\$500.00
01605824 5502	THE FINER LINE	PREPAID NON-TRUSTEE BADGE	\$12.86
MISCELLANEOUS B & C			\$1,106.10
TOTAL BOARDS & COMMISSIONS DEPARTMENT			\$1,106.10
TOTAL GENERAL FUND			\$313,765.10

VILLAGE OF HOFFMAN ESTATES

NOVEMBER 17, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
MUNICIPAL WASTE FUND			
09000024 4542	BEN TAYLOR	YARD WASTE STICKER REFUND	\$12.60
TOTAL MUNICIPAL WASTE SYSTEM FUND			\$12.60
PRAIRIE STONE CAPITAL FUND			
27000025 4621	TRIA ARCHITECTURE INC	CONSTRUCTION OBSERVATION	\$6,636.57
TOTAL PRAIRIE STONE CAPITAL FUND			\$6,636.57
ROAD IMPROVEMENT FUND			
29000025 4606	CHASTAIN & ASSOCIATES LLC	JONES RD STP RESURFACING	\$4,839.25
29000025 4610	ALAMP CONCRETE CONTRACTORS,INC.	VILLAGE HALL PARKING LOT	\$438,567.23
29000025 4610	GONZALEZ COMPANIES LLC	VILLAGE HALL PARKING LOT	\$21,769.45
TOTAL ROAD IMPROVEMENT FUND			\$465,175.93
CAPITAL IMPROVEMENTS FUND			
36000025 4615	GLOBE CONSTRUCTION	2025 SIDEWALK IMPROVEMENT	\$56,229.30
TOTAL CAPITAL IMPROVEMENTS FUND			\$56,229.30
CAPITAL VEHICLE AND EQUIPMENT FUND			
37000025 4603	STROBES N' MORE LLC	ESTIMATED SHIPPING/HANDLING	\$33.28
37000025 4603	STROBES N' MORE LLC	WHELEN CENCOM CORE LIGHT	\$1,266.97
37000025 4603	ULTRA STROBE COMMUNICATIONS	SETINA REPLACEMENT SEAT	\$1,335.00
37000025 4603	ULTRA STROBE COMMUNICATIONS	SETINA SINGLE PRISONER TRANSP	\$1,027.50
TOTAL CAPITAL VEHICLE AND EQUIPMENT FUND			\$3,662.75
WATERWORKS AND SEWERAGE FUND			
40 1445	H.LINDEN & SONS SEWER AND WATER INC	HYDRANT METER DEPOSIT REFUND	\$2,085.00
40 1445	JRP UTILITY CONSTRUCTION, INC.	WATER DEPOSIT REFUND	\$274.90
WATER MISCELLANEOUS PAYMENT			\$2,359.90
WATER REFUND			
40400013 3425	FINN LAW	UB OVERPAYMENT REFUND	\$61.73
40400013 3425	STONE HOFFMAN LLC	UB OVERPAYMENT REFUND	\$3,532.88
WATER REFUND			\$3,594.61
40406722 4301	AARON HOWE	PER DIEM MILEAGE REIMB	\$98.70
40406723 4408	MENARDS - HNVR PARK	VARIOUS SUPPLIES	\$29.99
40406723 4408	TEST GAUGE INC	REPAIR SERVICE	\$95.00
40406723 4420	FERGUSON WATERWORKS #2516	REPAIR PARTS	\$153.14
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 1355 WESTBURY DR	\$144.39
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 1775 ABBEY-WOOD	\$4,160.06
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 1790 CHIPPENDALE	\$143.26
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 2 N HILLCREST	\$75.41
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 2002 PARKVIEW	\$223.90
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 2550 BEVERLY RD	\$776.03
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 3451 N WILSHIRE	\$188.26

VILLAGE OF HOFFMAN ESTATES

NOVEMBER 17, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 3990 HUNTINGTON	\$90.57
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 4140 CRIMSON	\$920.59
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 4785 W HIGGINS	\$429.46
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 780 HASSELL RD	\$261.05
40406724 4503	NICOR GAS	GAS 4690 OLMSTEAD DR	\$55.06
40406724 4510	ADVANCE AUTO PARTS	REPAIR PARTS	\$122.21
40406724 4510	MENARDS - HNVN PARK	VARIOUS SUPPLIES	\$44.59
40406724 4510	VERMEER MIDWEST\VERMEER-IL	REPAIR PARTS	\$1,356.35
40406724 4529	MENARDS - HNVN PARK	VARIOUS SUPPLIES	\$19.99
40406724 4529	UNDERGROUND PIPE & VALVE CO	REPAIR PARTS	\$797.00
40406724 4529	WELCH BROS INC	REPAIR PARTS	\$1,607.06
40406724 4529	ZIEBELL WATER SERVICE	REPAIR PARTS	\$1,072.03
40406724 4542	KLUBER INC.	PW SPACE NEEDS STUDY	\$1,462.50
40406724 4585	BUMPER TO BUMPER/ LEE AUTO	REPAIR PARTS	\$207.04
40406724 4585	CAR-ONE TIRE AND AUTO	NEW TIRES	\$401.16
40406724 4585	CASSIDY TIRE	REPAIR PARTS	\$1,540.00
40406724 4585	FRIENDLY FORD	REPAIR PARTS	\$80.82
40406725 4602	USA BLUE BOOK	REPAIR PARTS	\$17.95
40406725 4602	USA BLUE BOOK	TURBITITY METER FOR WATER	\$2,066.00
WATER DIVISION			\$18,639.57

40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1200 KINGSDALE	\$126.36
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1215 MOON LAKE	\$718.06
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1513 GOLF RD	\$1,019.30
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1629 CROWFOOT	\$192.80
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1775 HUNTINGTON	\$270.99
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1790 CHIPPENDALE	\$214.90
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1869 HAMPTON RD	\$136.15
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 2380 GOLF RD	\$367.92
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 6100 SHOEFACTORY	\$752.45
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 897 PARK LN	\$103.40
40406824 4507	DOLAND ENGINEERING, LLC	PROFESSIONAL SERVICES	\$2,600.00
40406824 4507	SAUL EWING LLP	PROFESSIONAL SERVICES	\$23,510.45
40406824 4530	OZINGA READY MIX, CONCRETE INC	CONCRETE	\$1,257.50
SEWER DIVISION			\$31,270.28

40407325 4608	COMMONWEALTH EDISON	LIFT STATION ELECTRICAL RELOC	\$6,739.21
CAPITAL PROJECTS			\$6,739.21

TOTAL WATERWORKS AND SEWERAGE FUND	\$62,603.57
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NOW ARENA OPERATING FUND

41000024 4542	THE SHERWIN-WILLIAMS CO	PAINT SUPPLIES	\$239.75
TOTAL NOW ARENA OPERATING FUND			\$239.75

STORMWATER MANAGEMENT FUND

42000025 4613	LIVING WATERS CONSULTANTS INC	BROOKSIDE POND ENHANCEMENT	\$7,000.00
TOTAL STORMWATER MANAGEMENT			\$7,000.00

VILLAGE OF HOFFMAN ESTATES

NOVEMBER 17, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
INSURANCE FUND			
46700024 4552	FORREST AUTO BODY	VEHICLE REPAIRS	\$3,341.94
46700024 4552	FORREST AUTO BODY	VEHICLE REPAIRS	\$4,782.78
RISK RETENTION			\$8,124.72
TOTAL INSURANCE FUND			\$8,124.72
INFORMATION TECHNOLOGY FUND			
47008524 4507	TECHNO CONSULTING INC	RMM, O365 BACKUP	\$3,198.65
47008524 4542	COOK COUNTY BUREAU OF TECHNOLOGY	COOK COUNTY CONNECTION	\$546.70
OPERATIONS			\$3,745.35
47008625 4602	SCIENTEL SOLUTIONS LLC	FIREWALL SOCAAS	\$19,930.12
47008625 4602	SCIENTEL SOLUTIONS LLC	FIREWALLS WITH 5 YEAR SUP	\$142,976.86
47008625 4619	SUPERION LLC	ERP DATA	\$585.00
CAPITAL ASSETS			\$163,491.98
TOTAL INFORMATION SYSTEMS FUND			\$167,237.33
LAKEWOOD CENTER TIF FUND			
67000024 4507	BISNOW LLC	CHICAGO MORNING BRIEF	\$2,300.00
TOTAL LAKEWOOD CENTER TIF FUND			\$2,300.00
2024 BOND PROJECT			
78000025 4604	CAMOSY INCORPORATED	FIRE STATION NO 21	\$509,070.62
TOTAL 2024 BOND PROJECT			\$509,070.62
BILL LIST TOTAL			\$1,602,058.24

SUPERION
DATE: 11/13/2025
TIME: 12:55:03

VILLAGE OF HOFFMAN ESTATES
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20251028 00:00:00.000' and '20251113 00:00:00.000'
ACCOUNTING PERIOD: 11/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
0102	141142 V	11/04/25	1569	NORTH EAST MULTI-REGIONA	01202122	TRAINING A. CARDENAS	0.00	-300.00
0102	141171 V	11/04/25	1853	TREASURER STATE OF ILLIN	01	UNCLAIMED PROPERTY	0.00	-1,156.30
0102	141184	10/31/25	1853	TREASURER STATE OF ILLIN	01	UNCLAIMED PROPERTY	0.00	1,156.30
0102	141184 V	10/31/25	1853	TREASURER STATE OF ILLIN	01	UNCLAIMED PROPERTY	0.00	-1,156.30
TOTAL CHECK							0.00	0.00
0102	141185 V	10/31/25	1853	TREASURER STATE OF ILLIN	01	UNCLAIMED PROPERTY	0.00	-1,156.30
0102	141185	10/31/25	1853	TREASURER STATE OF ILLIN	01	UNCLAIMED PROPERTY	0.00	1,156.30
TOTAL CHECK							0.00	0.00
0102	141186	10/31/25	1853	TREASURER STATE OF ILLIN	01	UNCLAIMED PROPERTY	0.00	1,156.30
0102	141186 V	10/31/25	1853	TREASURER STATE OF ILLIN	01	UNCLAIMED PROPERTY	0.00	-1,156.30
TOTAL CHECK							0.00	0.00
0102	141187	10/31/25	1853	TREASURER STATE OF ILLIN	01	UNCLAIMED PROPERTY	0.00	1,156.30
0102	141188	11/03/25	1231	LILLIAN MOSIER	01605824	SISTER CITIES REIMB	0.00	181.82
0102	141189	11/03/25	18202	ENCLAVE APARTMENTS	01	RENTAL ASSISTANCE	0.00	1,519.93
0102	141190	11/04/25	12814	ILLINOIS LIQUOR CONTROL	01605824	LIC: 4A-0105859 SCFE	0.00	50.00
0102	141190 V	11/04/25	12814	ILLINOIS LIQUOR CONTROL	01605824	LIC: 4A-0105859 SCFE	0.00	-50.00
TOTAL CHECK							0.00	0.00
0102	141191	11/06/25	12814	ILLINOIS LIQUOR CONTROL	01605824	LIQUOR LICENSE FRENCH	0.00	50.00
0102	141192	11/06/25	12814	ILLINOIS LIQUOR CONTROL	01605824	SISTER CITIES WINE&WA	0.00	50.00
0102	141193	11/06/25	19331	SCALE-TEC LTD	01404524	CELL 1.5 SB STAINLESS	0.00	446.94
0102	141194	11/06/25	22605	MATHEWSON RIGHT OF WAY C	29000025	PROFESSIONAL SERVICES	0.00	6,580.00
0102	141195	11/10/25	20911	PEERLESS NETWORK INC	01404424	LANDLINES	0.00	2,409.79
0102	141195	11/10/25	20911	PEERLESS NETWORK INC	40406724	LANDLINES	0.00	907.60
0102	141195	11/10/25	20911	PEERLESS NETWORK INC	01556524	LANDLINES	0.00	3.46
TOTAL CHECK							0.00	3,320.85
0102	141196	11/10/25	22608	SUSAN WHIPPLE	01605824	SISTER CITIES REIMB	0.00	375.00
0102	141197	11/10/25	5883	JEFFREY HOWARD	01605824	SISTER CITIES REIMB	0.00	1,237.71
0102	141198	11/10/25	22609	LYNN BRAND	01605824	SISTER CITIES REIMB	0.00	300.00
0102	141199	11/10/25	19229	JEWEL FOOD STORES	01101123	TAX FEE ADJUSTMENT	0.00	-6.68
0102	141199	11/10/25	19229	JEWEL FOOD STORES	01101123	VARIOUS SUPPLIES	0.00	138.39
0102	141199	11/10/25	19229	JEWEL FOOD STORES	01101623	VARIOUS SUPPLIES	0.00	55.93
0102	141199	11/10/25	19229	JEWEL FOOD STORES	01401223	VARIOUS SUPPLIES	0.00	23.46
TOTAL CHECK							0.00	211.10
0102	141213	11/11/25	22083	F.E. MORAN, INC.	41000024	INTALL 2 NEW BROILERS	0.00	75,400.00

SUPERION
DATE: 11/13/2025
TIME: 12:55:03

VILLAGE OF HOFFMAN ESTATES
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20251028 00:00:00.000' and '20251113 00:00:00.000'
ACCOUNTING PERIOD: 11/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
0102	141214	11/12/25	8960	COMCAST BUSINESS	01303324	INTERNET SERVICES	0.00	13.90
0102	141215	11/12/25	4065	THE HOME DEPOT #1904	01303123	VARIOUS SUPPLIES	0.00	14.97
0102	141215	11/12/25	4065	THE HOME DEPOT #1904	01303123	VARIOUS SUPPLIES	0.00	217.65
0102	141215	11/12/25	4065	THE HOME DEPOT #1904	01303224	VARIOUS SUPPLIES	0.00	8.79
0102	141215	11/12/25	4065	THE HOME DEPOT #1904	01303523	VARIOUS SUPPLIES	0.00	801.47
0102	141215	11/12/25	4065	THE HOME DEPOT #1904	01404224	VARIOUS SUPPLIES	0.00	108.53
0102	141215	11/12/25	4065	THE HOME DEPOT #1904	01404323	VARIOUS SUPPLIES	0.00	149.00
0102	141215	11/12/25	4065	THE HOME DEPOT #1904	01404324	VARIOUS SUPPLIES	0.00	71.86
0102	141215	11/12/25	4065	THE HOME DEPOT #1904	01404324	VARIOUS SUPPLIES	0.00	65.90
0102	141215	11/12/25	4065	THE HOME DEPOT #1904	01404424	VARIOUS SUPPLIES	0.00	17.68
0102	141215	11/12/25	4065	THE HOME DEPOT #1904	01404424	VARIOUS SUPPLIES	0.00	24.56
0102	141215	11/12/25	4065	THE HOME DEPOT #1904	01404424	VARIOUS SUPPLIES	0.00	66.12
0102	141215	11/12/25	4065	THE HOME DEPOT #1904	01404424	VARIOUS SUPPLIES	0.00	5.54
0102	141215	11/12/25	4065	THE HOME DEPOT #1904	01404623	VARIOUS SUPPLIES	0.00	81.90
0102	141215	11/12/25	4065	THE HOME DEPOT #1904	01404624	VARIOUS SUPPLIES	0.00	203.98
0102	141215	11/12/25	4065	THE HOME DEPOT #1904	40406723	VARIOUS SUPPLIES	0.00	157.04
0102	141215	11/12/25	4065	THE HOME DEPOT #1904	40406723	VARIOUS SUPPLIES	0.00	81.29
0102	141215	11/12/25	4065	THE HOME DEPOT #1904	40406724	VARIOUS SUPPLIES	0.00	237.36
0102	141215	11/12/25	4065	THE HOME DEPOT #1904	01404524	VARIOUS SUPPLIES	0.00	98.08
TOTAL CHECK							0.00	2,411.72
0102	1411190	11/04/25	12814	ILLINOIS LIQUOR CONTROL	01605824	LIC: 4A-0105859 SCFE	0.00	50.00
TOTAL CASH ACCOUNT							0.00	91,848.97
TOTAL FUND							0.00	91,848.97
TOTAL REPORT							0.00	91,848.97

Detail of Wire/ACH Activity
For the Period 10/01/25 - 10/31/25

Date	Vendor	Description	Source of Funds	Amount
10/01/25	IPBC	Insurance Premium	General	\$ 671,625.16
10/01/25	Amalgamated Bank of Chicago	2018 Bond Registrar Debt Payment Fee	Water & Sewer, 2018 GO Debt Service	\$ 476.75
10/01/25	Amalgamated Bank of Chicago	2017A Bond Registrar Debt Payment Fee	General, Water & Sewer	\$ 476.75
10/01/25	Amalgamated Bank of Chicago	2017B Bond Registrar Debt Payment Fee	General, Water & Sewer	\$ 476.75
10/02/25	Payment Express	Credit Card Merchant Fees 09/25	General, Water & Sewer	\$ 102.40
10/06/25	Canon Financial Services Inc	Copier Lease Payment	Capital Vehicle & Equipment	\$ 1,734.00
10/06/25	Leaf	Copier Lease Payment	Capital Vehicle & Equipment	\$ 765.62
10/08/25	Neopost	Replenish Postage Machine	General, Water & Sewer	\$ 1,600.00
10/14/25	Groot Inc	September Groot Ach Payment	Municipal Waste System	\$ 244,133.56
10/15/25	IMRF	IMRF September 2025 Payroll Costs	Various	\$ 133,055.68
10/21/25	DataProse LLC	Printing & Postage for Water Bills	Water & Sewer	\$ 10,770.19
10/21/25	SWANCC	Monthly Tipping Fees	Municipal Waste System	\$ 65,577.00
10/21/25	JAWA	Monthly Water Usage	Water & Sewer	\$ 948,119.00
10/21/25	Central States Pension Fund	Liability Withdrawal	NOW Arena Operating	\$ 763.16
10/21/25	Bestco Benefit Plans	Monthly Retiree Premiums	General	\$ 21,611.92
10/22/25	Verra Mobility American Traffic Solutions	Red Light Cameras	General	\$ 27,000.00
10/22/25	IHFS	State GEMT Reimbursement	General Fund	\$ 306,327.84
10/22/25	FGM Architects Inc	Professional Services	2024 Bond Proceeds	\$ 5,940.00
10/22/25	FGM Architects Inc	Professional Services	2025 Bond Proceeds	\$ 31,273.00
10/23/25	Employer's Claim Service	Workers Comp Claims	Insurance	\$ 1,055.00
10/24/25	Amalgamated Bank of Chicago	2015C Bond Registrar Debt Payment Fee	NOW Arena Operating	\$ 476.75
10/27/25	Wex Bank	Fuel Purchases	General	\$ 1,582.18
10/27/25	Neopost	Replenish Postage Machine	General, Water & Sewer	\$ 1,600.00
	TOTAL			\$ 2,476,542.71



AGENDA ITEM REPORT

Village Board of Trustees
November 17, 2025
ITEM 5C

REQUEST: Approval of a Resolution authorizing a Joint Funding Agreement with IDOT for the Jones Road Resurfacing project

FROM: Sonia Zala, Senior Transportation Engineer

ITEM TYPE: Resolution - Village Board

REQUEST SUMMARY

The project is located on Hassell Road between Fairway Court and Rosedale Lane (E) with the scope including pavement resurfacing with sidewalk and curb & gutter repairs.

The Village has received federal STP-L funding for a portion of the construction and construction engineering costs up to \$726,000. Village approval of the IDOT funding agreement with a local funding ordinance is required prior to the project letting.

Phase II engineering is ongoing with the project currently scheduled for a construction letting in March 2025 with construction expected to occur between June and August 2025.

The IDOT Joint Funding Agreement for Construction Work is attached. The agreement specifies the cost-sharing terms. For construction costs, IDOT will pay contractor invoices and send the Village invoices for the required local share as the construction progresses. For construction engineering costs, the Village is required to pay for all costs upfront and request reimbursement from IDOT. A local funding ordinance is required as part of the IDOT agreement.

FINANCIAL IMPACT

The estimated local share of \$1,012,740 is identified in the agreement and ordinance. STP funding will be provided for 75% of construction and construction engineering costs up to \$726,000. Actual local share costs will be identified after project bidding and completion in 2025.

There is the potential to request additional STP funding, if needed. Approval of the request is dependent on funding availability for area projects.

RECOMMENDATION

Approve an Ordinance appropriating funds for the Village share of the Hassell Road STP Resurfacing Project.

ATTACHMENTS

1. RESOLUTION AGREEMENT - Jones Rd IDOT Joint Funding (1)

2. Jones Road Joint Funding Agreement

RESOLUTION ____ - 2025

RESOLUTION AUTHORIZING A JOINT FUNDING AGREEMENT WITH IDOT FOR
THE JONES ROAD RESURFACING PROJECT

WHEREAS, the Village of Hoffman Estates (“the Village”) is a home-rule municipality located in Cook County, Illinois; and

WHEREAS, the Village is proposing to complete resurfacing improvements on Jones Road from Highland Boulevard to IL 72; and

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT) and signee; and

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Hoffman Estates, as follows:

Section 1 RECITALS: The facts and statements contained in the preamble of this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: The President and Board of Trustees hereby appropriates \$181,242 or as much as may be needed to match the required funding to complete the proposed improvement from local funds and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for the completion of the project.

Section 3: The President and Board of Trustees is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 4: The resolution will become Attachment 3 of the AGREEMENT

Section 5: The Village Clerk is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District 1 Bureau of Local Roads and Streets.

Section 6 EFFECTIVE DATE: This Resolution will be in full force and effect from and after its passage and approval as provided by law.

RESOLVED 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



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Hoffman Estates	Cook	22-00111-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STP		CMAP	03-22-0036

Construction

State Job Number	Project Number
C-91-149-26	8339(219)

☐ Local Let/Day Labor ☒ Construction on State Letting ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Jones Road	1101	0.58 mi	0.35	0.92

Location Termini

Highland Boulevard to IL Route 72

Current Jurisdiction	Existing Structure Number(s)	
Village of Hoffman Estates	N/A	<button>Remove</button>

PROJECT DESCRIPTION

HMA resurfacing of Jones Road from Highland Boulevard to IL Route 72. Propose on-street bicycle accommodations utilizing shared lane. Scope to include spot curb and gutter repair, pavement patching, and sidewalk replacement to ADA (PROWAG) guidelines. New 5 foot sidewalk proposed in the eastern ROW to fill in existing gaps. All improvements proposed to be in existing ROW.

Local Public Agency	Section Number	State Job Number	Project Number
Hoffman Estates	22-00111-00-RS	C9114926	8339(219)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the **LPA's** obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA's** responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The **LPA** certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. **LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Construction of Fixed Works. The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA's** accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- 3.2 **STATE Audits:** The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE's** authorized inspection or review, final audit, the **STATE's** independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE's** Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

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6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

- a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
- b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☐		
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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Hoffman Estates	22-00111-00-RS	C9114926	8339(219)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Title of Official

Signature

Date

The above signature certifies the agency's TIN number is

36-243413 conducting business as a Governmental Entity.

DUNS Number 074439308

UEI NNFKXVE96W35

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Michael Prater, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
Hoffman Estates	Cook	22-00111-00-RS	C-91-149-26	8339(219)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Construction Engineering	STU	\$71,225.00	75%				Local	\$23,742.00	25%	\$94,967.00
Participating Construction	STU	\$472,500.00	75%				Local	\$157,500.00	25%	\$630,000.00
Total		\$543,725.00		Total			Total		\$181,242.00	\$724,967.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

STU Not To Exceed \$543,750

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - LPA's Share _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

SCHEDULE NUMBER 3

Local Public Agency Hoffman Estates	Section Number 22-00111-00-RS	County Cook	State Job Number 	Project Number
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LRS Federal Funds RISK ASSESSMENT												
Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points									
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	0									
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	0									
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	0									
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	0									
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0									
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	0									
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0									
	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0									
Audits	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review; 2 points Other type? or no audit required; 3 points - none	0									
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0									
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	0									
	Summary of Risk <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">General History of Performance</td> <td style="width: 20%; text-align: center;">0</td> </tr> <tr> <td>Financial Controls</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Audits</td> <td style="text-align: center;">0</td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: center;">0</td> </tr> </table> Additional Requirements? ☐ Yes ☐ No			General History of Performance	0	Financial Controls	0	Audits	0	Total	0	
General History of Performance	0											
Financial Controls	0											
Audits	0											
Total	0											

District Review Signature & Date 	Central Office Review Signature & Date
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Local Public Agency	Section Number	State Job Number	Project Number
Hoffman Estates	22-00111-00-RS	C9114926	8339(219)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did Hoffman Estates expend more than \$750,000 in federal funds in aggregate from all federal sources?
LPA

☒ Yes ☐ No

2. Does the Hoffman Estates anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Hoffman Estates fiscal year?
LPA

☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Hoffman Estates performed a single audit for their previous fiscal year?
LPA

☒ Yes ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80*)?

☒ Yes ☐ No

b. For the current fiscal year, does the Hoffman Estates intend to comply with Subpart F of 2 CFR 200?
LPA

☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Rachel Musiala	Director of Finance	Hoffman Estates

Signature & Date



AGENDA ITEM REPORT

Village Board of Trustees
November 17, 2025
ITEM 5D

REQUEST: Approval of a Resolution authorizing an Agreement with Hampton, Lenzini, and Renwick, Inc. for construction engineering services for the Jones Road Resurfacing project in an amount not to exceed \$94,967

FROM: Sonia Zala, Senior Transportation Engineer

ITEM TYPE: Resolution - Village Board

REQUEST SUMMARY

The Jones Road Resurfacing Project includes pavement resurfacing, curb and gutter repairs, and sidewalk improvements.

In September 2025, a Request for Qualifications (RFQ) was released by the Village for construction engineering services. In addition to providing construction engineering services for the Jones Road project, the scope of the RFQ also includes construction oversight for Gannon Drive. Located in proximity to Jones Road, the Gannon Drive project is also an STP federally funded project and will have a similar schedule, allowing both projects to align efficiently. Utilizing the same Phase III construction engineering firm for both efforts will also result in improved coordination and cost savings.

In response to the RFQ, 6 proposals were received. Due to the estimated cost of these services and the use of federal funding, the Qualified Based Selection (QBS) process was utilized. As required by QBS, the proposals were evaluated based on their project approach and understanding of the work items, personnel assigned to the required tasks, similar experience on other projects, project schedule, and workload of the firms. Upon review, staff determined that Hampton, Lenzini, and Renwick, Inc. (HLR) provided the best quality proposal. The specific scope of services, staffing plan, estimated hours, salary, and direct costs were then negotiated with HLR to align with Village staff estimates, per QBS policy procedures.

Phase II engineering for the project is nearing completion, with IDOT project letting expected in late February 2026 and construction to start in the spring of next year.

FINANCIAL IMPACT

The estimated cost of the construction engineering services from HLR is not to exceed \$94,967.

This project is an STP federally funded project which will cover 75% of construction engineering and construction. No funds will be expended in 2025, as all work is

scheduled to be completed in 2026. The 2026 budget identifies funding for this project. Full construction costs will be known after the bidding of the construction phase in February 2026.

RECOMMENDATION

Approve a Resolution authorizing an Agreement with Hampton, Lenzini, and Renwick, Inc. for construction engineering services for the Jones Road Resurfacing project in an amount not to exceed \$94,967.

ATTACHMENTS

1. RESOLUTION AGREEMENT - Jones Rd Engineering Services
2. Jones Engineering Services Agreement

RESOLUTION ____ - 2025

**RESOLUTION AUTHORIZING AN AGREEMENT WITH HAMPTON, LENZINI, AND
RENWICK, INC. FOR CONSTRUCTION INSPECTION SERVICES FOR THE JONES
ROAD RESURFACING PROJECT IN AN AMOUNT NOT TO EXCEED \$94,967**

WHEREAS, the Village of Hoffman Estates (“the Village”) is a home-rule municipality located in Cook County, Illinois; and

WHEREAS, the Village has identified the need for third party construction engineering services for the Jones Road Resurfacing project; and

WHEREAS, the Village utilized a prequalified consultant firm determined by review of open Request for Qualifications

WHEREAS, the Village has identified Hampton, Lenzini, and Renwick, Inc. as the most responsible vendor and able to best meet the needs of the Village; and

WHEREAS, the Corporate Authorities have determined that it is in the public interest for the Village to approve an agreement with Hampton, Lenzini, and Renwick, Inc. for the service of construction inspection in the amount not to exceed \$94,967.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Hoffman Estates, as follows:

Section 1 RECITALS: The facts and statements contained in the preamble of this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2 APPROVAL OF AGREEMENT: The President and Board of Trustees hereby approve the selection of Hampton, Lenzini, and Renwick, Inc. to provide construction inspection services for the Jones Road Resurfacing project in an amount not to exceed \$94,967.

Section 3 AUTHORIZATION TO EXECUTE AGREEMENT: The President or Village Manager is hereby authorized to execute the Agreement attached hereto as Exhibit A, incorporated herein and made part hereof by reference, and to execute any other documents in furtherance of this Resolution in accordance with the Village Code and state and federal law.

Section 4 EFFECTIVE DATE: This Resolution will be in full force and effect from and after its passage and approval as provided by law.

RESOLVED 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

Using Federal Funds? ☒ Yes ☐ No	Agreement For Federal CE	Agreement Type Original
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LOCAL PUBLIC AGENCY

Local Public Agency Hoffman Estates	County Cook	Section Number 22-00111-00-RS	Job Number C-91-149-26
Project Number 8339(219)	Contact Name Alan Wenderski	Phone Number (847) 252-5802	Email alan.wenderski@vohe.org

SECTION PROVISIONS

Local Street/Road Name Jones Road	Key Route 1101	Length 0.58 mi.	Structure Number N/A
Location Termini Highland Boulevard to IL Route 72			Add Location Remove Location

Project Description

HMA resurfacing of Jones Road from Highland Boulevard to IL Route 72. Propose on-street bicycle accommodations utilizing shared lane. Scope to include spot curb and gutter repair, pavement patching, and sidewalk replacement to ADA (PROWAG) guidelines. New 5 foot sidewalk proposed in the eastern ROW to fill in existing gaps. All improvements proposed to be in existing ROW.

Engineering Funding	☒ Federal ☐ MFT/TBP ☐ State ☒ Other	Local
Anticipated Construction Funding	☒ Federal ☐ MFT/TBP ☐ State ☒ Other	Local

AGREEMENT FOR
☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name Hampton, Lenzini and Renwick, Inc.	Contact Name Ryan Livingston	Phone Number (847) 697-6700	Email rlivingston@hlreng.com
Address 1707 North Randall Road, Suite 100	City Elgin	State IL	Zip Code 60123

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)

☐ _____

☐ _____

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hampton, Lenzini and Renwick, Inc.	36-2555986	\$82,436.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Rubino Engineering, Inc.	80-0450719	\$12,531.00
Subconsultant Total		\$12,531.00
Prime Consultant Total		\$82,436.00
Total for all work		\$94,967.00

AGREEMENT SIGNATURES

Attest: The

Local Public Agency Type
Village

 of

Local Public Agency
Hoffman Estates

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency

Hoffman Estates

Local Public Agency Type

Village

Clerk

Title

--

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

Hampton, Lenzini and Renwick, Inc.

By (Signature & Date)

--

Title

--

By (Signature & Date)

--

Title

--

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Hoffman Estates	Hampton, Lenzini and Renwick,	Cook	22-00111-00-RS

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

PHASE III Construction ENGINEERING

HLR will provide Construction Engineering services for the project to ensure that items in the contract are being constructed in accordance with the plans and bid documents. Since the construction schedule is solely outside of HLR's control, timeframe represented in this agreement are based on the best available information. Based on the anticipated schedule and budget provided by the Client we have included Part Time Construction Observation for a period of 10 weeks. For purposes in this agreement Full Time is considered to be no more than 40 hours per week. Based on the level of on-site construction engineering desired by the Client, increases to the daily operations by the Contractor requiring observation or changes to the duration of construction will constitute additional work. HLR will notify the Client when the contractor is behind schedule since this could cause the need for additional work, not anticipated by the agreement. Final project close-out including punch lists, documentation, agreement to final quantities and final acceptance of the improvements is assumed to require no more than 44 hours. If the contractor is still not in agreement after this effort has been made or stakeholder Agencies have not provided approval HLR will provide final documentation as-is to the Client. Additional efforts requested by the Client to come to an agreement with the contractor or to continue coordination with stakeholder agencies may constitute additional work.

The following is a list of basic project understandings

- This project is anticipated to occur concurrently with Gannon Drive (Section 22-00114-00-CH). If these projects do not occur concurrently the proposed scope of work and budgeted hours will require adjustment.
- Daily Observation of Construction Activities for compliance with the intent of the Plans and Specifications
- Documentation in accordance with IDOT requirements for Federal Aid Improvements for recommendations for payment of the improvements in the scope of the project documents
- Review and routing of contractor submittals to the appropriate agencies for review and approval
- Coordination with Project Stakeholders including the Client and stakeholder agencies (School Districts, First Responders), Contractor, residents and businesses within the project limits and Illinois Department of Transportation for items relating to the scope of this project while on-site performing other duties will be provided, special meetings or additional requests by the Client may constitute additional work
- Coordination with Sub-consultant for material testing services
- Coordination with Client for Construction Layout Services
- Notification will be provided to the contractor for public utilities which require relocation as identified in the project documents. Further coordination or coordination with public utilities not identified in the project documents shall constitute additional work
- Construction observation and documentation of contractor activities for extra or additional work beyond what is identified in the plans or specifications is not included
- Locating of Private or Public Utilities is not included
- Evaluation of excavated materials for presence of contaminants is not included
- Training or mentoring of Village Staff is not included
- It is assumed that the contract plans provide an accurate representation of existing conditions and are accurate representation of the standard of care of Engineering in Illinois
- It is assumed that the awarded contractor will have experience with IDOT policies and procedures and our staff will not be required to train, mentor or assist with required contractor submittals.
- Additional work shall be submitted for approval prior to commencing such work, but shall be considered outside the scope of this contract and may require additional compensation.

Based on anticipated construction activities and the anticipated contractor schedule provided by the Client, HLR will provide the following personnel:

- o Project Manager – Part Time
- 10 Weeks at 4 Hours/Week

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o Resident Engineer/Technician – Part Time

- 10 Weeks at 16 Hours/Week

o Inspector – Part Time

- 10 Weeks at 17 Hours/Week

The following items are included in the construction engineering scope of services:

1. Pre-Construction Services

HLR will provide the following pre-construction services in order to be ready for the start of construction activities:

- ☐ Kick-off Meeting: HLR will participate in one(1) kick-off meeting with the Client to discuss desired outcomes, potential issues, and schedule.

- ☐ Federally Funded Project Pre-Construction Meeting: For the federally funded projects, HLR will participate in a pre-construction meeting held by IDOT. We will bring up any issues previously discussed with the Client that we feel need to be brought to attention in order to provide a clear understanding of expectation.

- ☐ Public Relations: HLR will be present on-site the hours approved by the Client during construction, as dictated by the contract, and will coordinate with local residents and business as it directly relates to the project.

In addition, HLR will provide the following additional public relations measures:

- Provide 24-hour contact information to Client and specified Stakeholders
- Coordinate Construction notifications provided by the Contractor

- ☐ Plan and Quantity Review: Our team will perform a site visit to identify any visual inconsistencies in the plans or modifications that may be needed based on bid documents provided or changes to existing conditions.

- ☐ ADA/PROWAG Coordination: HLR will confirm ADA sidewalks and curbs are installed per the construction layout provided and in accordance with lines and grades provided in the design engineering plans.

- ☐ Project Setup: We will organize all project files and perform submittal, and catalog cut/shop drawing review. Our geotechnical sub-consultant will review and comment on the contractor-submitted Quality Control Plans for Asphalt and Concrete production.

2. Construction Services

- ☐ Resident Engineer/Technician: HLR will provide “part-time” (See Project Understandings), on-site resident engineering and inspection services to verify that the improvements are constructed, recorded, and quantified in accordance with the IDOT Project Procedures Guide, IDOT Construction Manual, project standards, Client requirements, engineering plans, and construction documents. This will include recommendation for rejection and non-payment of any work that is deficient or lacking proper material inspection documentation, liaison functions, and coordination with all stakeholders. Resident engineering will be provided as detailed in public relations section above.

- ☐ Documentation: Daily records of contractor activities in the IDOT format, Inspector Daily Reports, Weekly Reports, and Pay Estimates will be maintained throughout the duration of construction. Prior Authorization forms will be submitted to the Client or stakeholder agencies for any/all work that is encountered that requires budget changes. All documentation will be prepared by staff that is trained in IDOT’s Documentation of Contract Quantities (Class S-14). In addition, BC-635 Extra Work Daily Report forms will be utilized to track any work that does not have an Agreed Unit Price. Observation, Documentation, review of contractor invoices, authorizations and additional pay estimates related to Extra work will be considered additional work.

- ☐ Progress Meetings/Status Updates: HLR will conduct IDOT required weekly progress meetings on-site during construction activities to discuss project status and look-ahead schedules. Extra time has not been included for these meetings. Additional staff required to observe active construction activities during this meeting will be considered additional work. Updates and minutes will be sent to the approved project stakeholders weekly. If it is determined that the contractor has deviated from the approved project schedule, they will be directed to resubmit a catch-up schedule to ensure that the project completion date is not compromised.

- ☐ Material Tracking / Yield Checks: HLR will schedule and coordinate with our geotechnical sub-consultant to provide testing concrete and asphalt in accordance with IDOT policies. We will perform yield checks on all materials. HLR will not recommend payment for material that has not been properly inspected and/or does not

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meet yield check requirements.

☐ Traffic Control and Site Cleanliness Monitoring: HLR will monitor all traffic control and signage for roadway and sidewalk closures. We will monitor area routes to ensure traffic control is effectively maintained through and around all active work zones without conflict. In addition, we will perform daily checks that include inspection of site cleanliness to ensure that construction dust is kept in check, all debris is removed from driving surfaces, and removed sidewalks and roadways are ramped with temporary aggregate or asphalt depending on the estimated time until they can be replaced. IDOT required nighttime traffic control inspections shall be performed during early mornings when the time required to perform such inspection is anticipated to be within the approved and budgeted hours for our Resident Engineer/Technician or Inspector. Should these inspections require additional time beyond the budgeted hours it will be considered additional work.

3. Post-Construction Services

☐ Final Inspection: HLR will present regular punch lists to the contractor with items requiring correction throughout the work in progress. One(1) additional final punch list will be provided at the end of the improvements. After receiving final confirmation from the contractor that all items have been corrected, we will perform One(1) final inspection with the contractor and Client. Recommendation of final acceptance will occur only after all deficient items have been fixed. Additional punch list items added by the Client after the initial punch list is delivered to the contractor, additional inspections to review status, additional compilation of punch lists shall be considered additional work.

☐ As-Built Drawings: HLR will provide hand drawn final as-built drawings that have changes. The as-built plans will not include survey of critical elevations and pipe inverts.

☐ Final Quantities: HLR will provide measured quantities to the contractor on a regular basis throughout the duration of the contract. HLR will provide Final Quantities One (1) time after the completion of all contract work, and provide a written response One (1) time based on any legitimate and documented written disagreements by the Contractor. If the Contractor has still not agreed to final quantities HLR will provide a written 30 day notice per contract requirements. Additional effort to coordinate with the contractor beyond this time will constitute additional work.

☐ Project Closeout: Our team will submit final pay estimates, change orders and various closeout documentation required by IDOT. We have included time during the IDOT closeout process to respond to inquiries, respond to any material inspection deficiencies list, and respond to any IDOT audit deficiencies accordingly. Any resubmittal of documents due to elements outside of our control on behalf of others, such as changes in staffing, misplaced materials, etc. shall be considered additional work.

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**EXHIBIT B
PROJECT SCHEDULE**

Letting: 2/27/2026
 Award: 4/13/2026
 Executiun: 4/28/2026
 Preconstruction Meeting: 5/28/2026
 Construction Start: 6/7/2026
 Substantial Completion: 8/14/2026
 Construction Completion: 9/18/2026
 Contract Completion: 7/29/2027

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Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal **09/16/25**

Method(s) used for advertisement and dates of advertisement

Village website
9/2/2025 to 9/16/2025

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
Project Understanding	25%
Technical Approach	25%
Firm Experience/Past Performance	20%
Staff Capabilities	20%
Specialized Experience	10%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒
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Selection committee (titles) for this project

Director of engineering; Village staff

Top three consultants ranked for this project in order	
1	Hampton, Lenzini and Renwick, Inc.
2	Chastain & Associated, LLC
3	BLA, Inc.

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒
14	QBS according to State requirements used?	☐	☐
15	Existing relationship used in lieu of QBS process?	☐	☐

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16	LPA is a home rule community (Exempt from QBS).		☐ ☐



AGENDA ITEM REPORT

Village Board of Trustees
November 17, 2025
ITEM 5E

REQUEST: Approval of an Ordinance amending Section 10-8-1 of the Hoffman Estates Municipal Code (Flood Hazard Area Requirements)

FROM: Alan Wenderski, Director of Engineering

ITEM TYPE: Ordinance - Village Board

REQUEST SUMMARY

In order for the Village to maintain eligibility in the National Flood Insurance Program (NFIP), the Municipal Code must meet the requirements of Title 44 of the Code of Federal Regulations Sections 59 to 79. Eligibility within the NFIP is necessary to allow access to flood insurance policies within the Village. While current Code Section 10-8-1 - Flood hazard area requirements have remained in place to meet those requirements, recent updates to Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) in the Village require Code updates.

FIS and FIRM updates within the Poplar Creek and Spring Creek watersheds were finalized in July 2025 and will become effective on January 23, 2026. In lieu of only updating the Code to include the revised FIS and FIRM prior to January 23, 2026, staff proposes repealing the existing Code and replacing with an updated model ordinance provided by the State. The benefit of utilizing the model ordinance is the assurance that all language is consistent with NFIP requirements that may change over time. While the most significant changes from existing Code Section 10-8-1 and the proposal model ordinance are formatting differences, there are a few proposed changes where the Village has discretion to be more restrictive than minimum NFIP requirements. The table below highlights the main proposed changes within areas of Village discretion.

	NFIP Minimum	Current Code Section 10-8-1	Proposed Model Ordinance
Flood Protection Elevation (FPE)	Base flood plus one foot	Base flood plus two and half feet	Base flood plus one and a half feet
Substantial Damage	Damage exceeds 50% of value of a structure during a 10 year period	Cumulative damage exceeds 50% of value of a structure during the life of the structure	Cumulative damage exceeds 50% of value of a structure during a 10 year period
Substantial Improvement	Cost of improvement	Cumulative cost of improvements exceed 50% of	Cumulative cost of improvements exceed 50% of

	exceeds 50% of value of a structure	value of a structure during the life of the structure or increase floor area by 20%	value of a structure during a 10 year period or increase floor area by 20%
Compensatory Storage for fill in floodplain	Not required	Required at a replacement volume of 1.5:1	Required at a replacement volume of 1.1:1

The proposed changes above would remain more restrictive than NFIP minimums while being less restrictive than current Code. The changes are proposed to allow more flexibility to improve structures or properties within the floodplain while still providing a higher level of protection to existing and proposed structures.

The adopted ordinance (with reference to revised FIS and FIRM) must be submitted to the IDNR by January 20, 2026 to remain compliant with the NFIP.

FINANCIAL IMPACT

N/A

RECOMMENDATION

Approve an Ordinance amending Section 10-8-1 of the Hoffman Estates Municipal Code (Flood Hazard Area Requirements).

ATTACHMENTS

1. Proposed Ordinance Section 10-8-1
2. Current Section 10-8-1 (For Reference)

ORDINANCE NO. _____ - 2025

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING SECTION 10-8-1 OF THE HOFFMAN ESTATES
MUNICIPAL CODE (FLOOD HAZARD AREA REQUIREMENTS)

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 Section 10-8-1, Flood Hazard Area Requirements, of Chapter 10, SUBDIVISION CODE, of the Hoffman Estates Municipal Code be and is hereby amended to read as follows:

Sec.10-8-1 Flood Hazard Area Requirements

Section 1. Purpose.

This ordinance is enacted pursuant to the police powers granted to the Village by the Illinois Municipal Code (65 ILCS 5/1-2-1, 5/11-12-12, 5/11-30-2, 5/11-30-8 and 5/11-31-2). This Ordinance is adopted in order to accomplish the following purposes:

- A. To meet the requirements of 615 ILCS 5/18(g) Rivers, Lakes and Streams Act;
- B. To prevent unwise developments from increasing flood or drainage hazards to others;
- C. To protect new buildings and major improvements to buildings from flood damage;
- D. To protect human life and health from the hazards of flooding;
- E. To promote and protect the public health, safety, and general welfare of the citizens from the hazards of flooding;
- F. To lessen the burden on the taxpayer for flood control, repairs to public facilities and utilities, and flood rescue and relief operations;
- G. To maintain property values and a stable tax base by minimizing the potential for creating blight areas;
- H. To comply with the rules and regulations of the National Flood Insurance Program codified as 44 CFR 59-79, as amended;
- I. To make federally subsidized flood insurance available by fulfilling the requirements of the National Flood Insurance Program, and
- J. To preserve the natural characteristics and functions of watercourses and floodplains in order to moderate flood and stormwater impacts, improve water quality, reduce soil erosion, protect aquatic and riparian habitat, provide recreational opportunities, provide aesthetic benefits, and enhance community and economic development.

Section 2. Definitions.

Unless specifically defines below, all words used in this ordinance shall have their common meanings. The word “shall” mean the action is mandatory.

For the purposes of this ordinance, the following definitions are adopted:

Accessory Structure A non-habitable building, used only for parking of vehicles or storage, that is on the same parcel of property as the principal building and which is incidental to the use of the principal building.

Agricultural Structure A walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

Base Flood The flood having a one percent (1%) probability of being equaled or exceeded in any given year. The base flood is often referred to as the 100-year

flood. The base flood elevation at any location is as defined in Section 3 of this ordinance.

Base Flood Elevation (BFE) The height in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified) of the crest of the base flood.

Basement Any portion of the building, including any sunken room or sunken portion of a room, having its floor below ground level (subgrade) on all sides.

Building A walled and roofed structure, including gas or liquid storage tank, that is principally above ground including manufactured homes and prefabricated buildings. The term also includes recreational vehicles and travel trailers installed on a site for more than one hundred eighty (180) days per year.

Compensatory Storage An artificially excavated, hydraulically equivalent volume of storage within the floodplain used to balance the loss of natural flood storage capacity when artificial fill or structures are placed within the floodplain. The uncompensated loss of natural floodplain storage can increase off-site floodwater elevations and flows.

Conditional Letter of Map Revision (CLOMR) A letter providing FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing Floodway, the effective BFEs, or the SFHA.

Critical Facility Any facility which is critical to the health and welfare of the population and, if flooded, would create an added dimension to the disaster. Damage to these critical facilities can impact the delivery of vital services, can cause greater damage to other sectors of the community, or can put special populations at risk.

Dam All obstructions, wall embankments or barriers, together with their abutments and appurtenant works, if any, constructed for the purpose of storing or diverting water or creating a pool. Dams may also include weirs, restrictive culverts, or impoundment structures. Underground water storage tanks are not included.

Development Development means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. This includes, but is not limited to:

1. demolition, construction, reconstruction, repair, placement of a building, or any structural alteration to a building;
2. substantial improvement of an existing building;
3. installation of a manufactured home on a site, preparing a site for a manufactured home, or installing a travel trailer on a site for more than one hundred eighty (180) days per year;
4. installation of utilities, construction of roads, bridges, culverts or similar projects;
5. redevelopment of a site, clearing of land as an adjunct of construction
6. construction or erection of levees, dams, walls, or fences;
7. drilling, mining, filling, dredging, grading, excavating, paving, or other alterations of the ground surface;
8. storage of materials including the placement of gas and liquid storage tanks, and channel modifications or any other activity that might change the direction, height, or velocity of flood or surface waters.

Elevation Certificate A form published by FEMA that is used to certify the elevation to which a building has been constructed.

Existing Manufactured Home Park or Subdivision A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed or buildings to be constructed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an Existing Manufactured Home Park or Subdivision The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FEMA Federal Emergency Management Agency and its regulations at 44 CFR 59-79, as amended.

Flood A general and temporary condition of partial or complete inundation of normally dry land areas from overflow of inland or tidal waters, or from the unusual and rapid accumulation or runoff of surface waters from any source. Flood also includes the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters.

Flood Fringe That portion of the floodplain outside of the regulatory floodway.

Flood Insurance Rate Map A map prepared by the FEMA that depicts the floodplain or special flood hazard area (SFHA) within a community. This map includes insurance rate zones and may or may not depict floodways and show BFEs. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

Flood Insurance Study- An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

Floodplain and Special Flood Hazard Area (SFHA) These two terms are synonymous. SFHA is the land in the flood plain within a community subject to a 1 percent or greater chance of flooding in any given year. Those lands within the jurisdiction of the community and the extraterritorial jurisdiction of the community, or that may be annexed into the community, that are subject to inundation by the base flood. The floodplains of the community are identified as such on panel number(s) of the countywide FIRM prepared by the FEMA. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the flood insurance rate map, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, or V1-30, VE, or V. SFHA may also refer to areas identified by the community that are flood prone and designated from other federal state or local sources of data including but not limited to historical flood information reflecting high water marks, previous flood inundation areas, and flood prone soils associated with a watercourse.

Floodproofing Any combination of structural or nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate, property and their contents.

Floodproofing Certificate A form published by the FEMA that is used to certify that a building has been designed and constructed to be structurally dry flood proofed to the flood protection elevation.

Flood Protection Elevation (FPE) The elevation of the base flood plus one and a half feet of freeboard at any given location in the floodplain. In an AO Zone the FPE is the depth of the zone shown on the FIRM plus one foot (or a higher standard of two or three feet). In Zone AO areas with no elevations specified on the FIRM, the structure shall have the lowest floor, including basement, elevated at least one foot (or you can choose a higher standard of two feet or three feet) above the highest adjacent natural grade.

Floodway Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. In no case shall the designated height be more than 0.1 foot at any point within the community. The floodway for the floodplains shall be as delineated on the FIRM prepared by FEMA. For other areas, the entire floodplain shall be considered to be the floodway unless an analysis is approved by the IDNR/OWR demonstrating that a project site is outside of the floodway. If an floodway analysis is not required by IDNR/OWR under 17 ILL. ADM. Code 3700, the floodways shall be according to the best data available from the Federal, State, or other sources.

Freeboard An increment of elevation added to the BFE to provide a factor of safety for uncertainties in calculations, future watershed development, unknown localized conditions, wave actions and unpredictable effects such as those caused by ice or debris jams.

Historic Structure Any structure that is:

1. Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register.
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district.
3. Individually listed on the state inventory of historic places by the Illinois Historic Preservation Agency.
4. Individually listed on a local inventory of historic places that has been certified by the Illinois Historic Preservation Agency.

IDNR/OWR Illinois Department of Natural Resources/Office of Water Resources.

IDNR /OWR Jurisdictional Stream IDNR/OWR has jurisdiction over any stream serving a tributary area of 640 acres or more in an urban area, or in the floodway of any stream serving a tributary area of 6,400 acres or more in a rural area. Determination if an area is urban or rural is done by IDNR/OWR. Construction on these streams requires a permit from the IDNR/OWR. (17 Il Admin. Code 3700). The IDNR/OWR may grant approval for specific types of activities by issuance of a statewide permit which meets the standards defined in Section 6 of this ordinance.

Letter of Map Amendment (LOMA) Official determination by FEMA that a specific building, defined area of land, or a parcel of land, where there has not been any alteration of the topography since the date of the first NFIP map showing the property within the floodplain, was inadvertently included within the floodplain and that the building, defined area of land, or a parcel of land is removed from the floodplain.

Letter of Map Revision (LOMR) Letter that revises BFEs, floodplains or floodways as shown on an effective FIRM.

Lowest Floor The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor. Provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Section 6 of this ordinance.

Manufactured Home A building, transportable in one or more sections that is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities.

Manufactured Home Park or Subdivision A parcel (or contiguous parcels) of land divided into two or more lots for rent or sale.

New Construction Structures for which the start of construction commenced on or after the effective date of floodplain management regulations adopted by a community and includes any subsequent improvements of such structures.

New Manufactured Home Park or Subdivision A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed or buildings to be constructed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the floodplain management regulations adopted by a community.

NFIP National Flood Insurance Program.

NAVD 88 North American Vertical Datum of 1988. NAVD 88 supersedes the National Geodetic Vertical Datum of 1929 (NGVD).

Recreational Vehicle or Travel Trailer A vehicle which is:

1. built on a single chassis;
2. four hundred (400) square feet or less in size, when measured at the largest horizontal projection;
3. designed to be self-propelled or permanently towable by a light duty truck; and
4. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

Repetitive Loss- Flood related damages sustained by a structure on two separate occasions during a ten year period for which the cost of repairs at the time of each such flood event on the average equals or exceeds twenty-five percent (25%) of the market value of the structure before the damage occurred.

Special Flood Hazard Area (SFHA) See definition of floodplain.

Start of Construction Includes substantial improvement and means the date the building permit was issued. This, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement or other improvement, was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation or placement of a manufactured home on a foundation. For a substantial improvement, actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building whether or not that alteration affects the external dimensions of the building.

Structure (see “Building”) The results of a man-made change to the land constructed on or below the ground, including a building, as defined in Section 2, any addition to a building; installing utilities, construction of roads or similar projects; construction or erection of levees, walls, fences, bridges or culverts.

Substantial Damage Damage of any origin sustained by a structure whereby the cumulative percentage of damage during a ten (10) year period equals or exceeds fifty percent (50%) of the market value of the structure before the damage occurred regardless of actual repair work performed. Volunteer labor and materials must be included in this determination. The term includes “Repetitive Loss Buildings” (see definition).

Substantial Improvement Any reconstruction, rehabilitation, repair, addition or improvement of a structure taking place during a ten (10) year period in which the cumulative percentage of improvements equals or exceeds fifty percent (50%) of the market value of the structure and/or increases the floor area by more than twenty percent (20%) before the improvement or repair is started.

The term does not include:

1. Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, or
2. Any alteration of a structure listed on the National Register of Historic Places or the Illinois Register of Historic Places.

Variance A grant of relief by a community from the terms of a flood plain management regulation.

Violation The failure of a [structure](#) or other [development](#) to be fully compliant with this ordinance.

Section 3. Base Flood Elevation.

This ordinance’s protection standard is the base flood. The best available base flood data are listed below. Whenever a party disagrees with the best available data, the party shall finance the detailed engineering study needed to replace the existing data with better data and submit it to the FEMA and IDNR/OWR for approval prior to any development of the site.

- A. The BFE for the floodplains shall be as delineated on the base flood profiles in the countywide Flood Insurance Study (FIS) of Cook County prepared by the FEMA and dated January 23, 2026. Flood Insurance Rate Map (FIRM), panel number 17031C0179J, 17031C0187J, 17031C0188J, 17031C0189J and 17031C0191J dated August 19, 2008 and 17031C0153K, 17031C0154K, 17031C0157K, 17031C0158K, 17031C0159K, 17031C0161K, 17031C0162K, 17031C0166K, 17031C0167K, 17031C0176K, 17031C0178K, and 17031C0186K, dated January 23, 2026.
- B. The BFE for each floodplain delineated as an “AH Zone” or “AO Zone” shall be that elevation (or depth) delineated on the FIRM.
- C. The BFE for each of the remaining floodplains delineated as an “A Zone” on the FIRM shall be according to the best data available from federal, state, or other sources. Should no other data exist, an engineering study must be financed by the applicant to determine BFEs.
- D. Establishing a BFE is required in a Zone A for all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser.
- E. The BFE for the floodplains of those parts of unincorporated County that are within the extraterritorial jurisdiction, or that may be annexed, shall be as delineated on the base flood profiles in the FIS and FIRM prepared by the FEMA.

Section 4. Duties and Responsibilities of the Floodplain Administrator

The Village Engineer is hereby appointed to administer and implement these regulations and is referred to herein as the Floodplain Administrator. The Floodplain Administrator shall be responsible for the general administration of this ordinance and ensure that all development activities within the floodplains meet the requirements of this ordinance. The Floodplain Administrator shall:

- A. Review all development permits to assure that the requirements of this ordinance have been fully met.
- B. Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall:
 - (1) be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy,
 - (2) be constructed with materials resistant to flood damage,
 - (3) be constructed by methods and practices that minimize flood damages, and
 - (4) be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are located so as to prevent water from entering.
- C. Check all new development sites to determine if they are in the floodplain using the criteria listed in Section 3, Base Flood Elevation or for critical facilities, using the 0.2% annual chance flood elevation, if defined.
- D. Process development permits and any permit extensions in accordance with Section 5 and ensure all development activities happen in a timely manner.
- E. Ensure that the building protection requirements for all buildings subject to Section 6 are met and maintain a record of the “as-built” elevation of the lowest floor (including basement), elevation certificate, or floodproofing certificate.
- F. Review Elevation Certificates for accuracy and require incomplete or deficient certificates to be corrected.
- G. Assure that all subdivisions and annexations meet the requirements of Section 7 and notify FEMA in writing whenever the corporate boundaries have been modified by annexation.
- H. Ensure that water supply and waste disposal systems meet the Public Health standards of Section 8.
- I. If a variance is requested, ensure that the requirements of Section 10 are met and maintain documentation of any variances granted.
- J. Inspect all development projects and take any and all penalty actions outlined in Section 12 as a necessary to ensure compliance with this ordinance.
- K. The Floodplain Administrator shall review all floodplain development permit applications to assure that all necessary permits have been received from those federal, state or local governmental agencies from which prior approval is required. This includes, but is not limited to, permits pertaining to:
 - 1. Permits issued by the U.S. Army Corps of Engineers under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act, and the Illinois Environmental Protection Agency under Section 401 of the Clean Water Act, or permits from other Federal agencies.
 - 2. Permits issued for the work in an IDNR/OWR Jurisdictional Streams by IDNR/OWR (or written documentation is provided that an IDNR/OWR permit is not required). This would include any required permits from other state agencies.

3. Within six (6) months, notify FEMA of physical changes in the Base Flood Elevation (increases or decreases) by submitting technical or scientific data through the Letter of Map Change (LOMC) process, so that insurance rates and floodplain management requirements will be based on current data.
- L. Notify IDNR/OWR and any neighboring communities prior to any alteration or relocation of a watercourse.
- M. Provide information and assistance to citizens upon request about permit procedures and floodplain construction techniques.
- N. Cooperate with state and federal floodplain management agencies to coordinate base flood data and to improve the administration of this ordinance.
- O. Maintain for public inspection base flood data, floodplain maps, copies of state and federal permits, and any other documentation of compliance for development activities subject to this ordinance.
- P. Notify FEMA and IDNR/OWR of any proposed amendments to this ordinance.
- Q. Perform site inspections to ensure compliance with this ordinance and make substantial damage determinations for structures within the floodplain.
- R. Schedule an annual inspection of the floodplain and document the results of the inspection.
- S. Establish, procedures for administering and documenting determinations, as outlined below, of substantial improvement and substantial damage:
 1. Determine the market value or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building before the start of construction of the proposed work. In the case of repair, the market value of the building shall be the market value before the damage occurred and before any repairs are made.
 2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building. Substantial damage determinations take into account all damage sustained to the structure regardless if the structure is repair or not.
 3. Determine and document whether the proposed work constitutes substantial improvement or substantial damage.
 4. Notify property owner of all determinations and responsibilities for permitting and mitigation of the structure.

Section 5. Development Permit.

A. Development permits

1. No person, firm, corporation, or governmental body, not exempted by law, shall commence any development in the floodplain without first obtaining a development permit from the Floodplain Administrator.
2. No person, firm, corporation, or governmental body shall commence any development of a critical facility on land below the 0.2% annual chance flood elevation without first obtaining a Development permit from the Floodplain Administrator.
3. The Floodplain Administrator shall only issue a permit for development activities, including new construction and substantial improvements, which meet the requirements of this ordinance.

B. The application for development permit shall be accompanied by:

1. A site plan or drawings, drawn to scale using NAVD 88, showing:
 - a. property lines and dimensions,
 - b. existing grade elevations,
 - c. all changes in grade resulting from excavation or filling,

- d. description of the benchmark or source of survey elevation control
 - e. sewage disposal facilities,
 - f. water supply facilities,
 - g. floodplain limits based on elevation or depth, as applicable;
 - h. floodway limits, as applicable;
 - i. the location and dimensions of all buildings and additions to buildings;
 - j. the location and dimensions of all structures, including but not limited to fences, culverts, decks, gazebos, agricultural structures, and accessory structures;
 - k. the elevation of the lowest floor (including basement) of all proposed buildings subject to the requirements of Section 7 of this ordinance.
2. Cost of project or improvements, including all materials and labor, as estimated by a licensed engineer or architect. A signed estimate by a contractor may also meet this requirement.
- C. Upon receipt of an application for a development permit, the Floodplain Administrator shall compare the elevation of the site to the BFE.
- 1. Any development located on land that is shown by survey elevation to be below the current BFE is subject to the provisions of this ordinance.
 - 2. Any development located on land shown to be below the BFE and hydraulically connected to a flood source, but not identified as floodplain on the current FIRM, is subject to the provisions of this ordinance.
 - 3. Any development located on land that can be shown by survey data to be higher than the current BFE and which has not been filled after the date of the site's first flood map showing the site in the floodplain, is not located in a mapped floodway, or located in a Zone A, is not in the floodplain and therefore not subject to the provisions of this ordinance. A LOMR-Floodway is required before developing land inadvertently included in a mapped floodway. Unless a LOMR is obtained, all ordinance provisions apply if the land is located in a Zone A.
 - 4. Any development located on land that is above the current BFE but will be graded to an elevation below the BFE, is subject to the provisions of this ordinance.
 - 5. The Floodplain Administrator shall maintain documentation of the existing ground elevation at the development site and certification that this ground elevation existed prior to the date of the site's first FIRM identification.
 - 6. The Floodplain Administrator shall be responsible for obtaining from the applicant copies of all other federal, state, and local permits, approvals or permit-not-required letters that may be required for this type of activity. The Floodplain Administrator shall not issue a permit unless all other federal, state, and local permits have been obtained.
- D. Upon receipt of an application for a critical facility, the Floodplain Administrator shall compare the elevation of the site to the 0.2% annual chance flood elevation, if available. Refer to Section 8. A. 5. for critical facility site requirements.
- E. A development permit or approval shall become invalid unless the actual Start of Construction, as defined, for work authorized by such permit, is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. All permitted work shall be completed within twelve (12) months after the date of issuance of the permit or the permit shall expire. Time extensions, of not more than 180 days each, may be granted, in writing, by the Floodplain Administrator. Time extensions shall be granted only if the original permit is compliant with this ordinance and the FIRM and FIS in effect at the time the extension is granted.

- F. Certification and As-Built Documentation. The applicant is required to submit certification by a licensed professional engineer or registered land surveyor that the finished fill and building elevations were accomplished in compliance with Section 6 of this ordinance. Floodproofing measures must be certified by a registered professional engineer or registered architect as being compliant with applicable floodproofing standards. FEMA Elevation Certificate and Floodproofing Certificate forms are required as documentation of compliance.

An as-built grading plan, prepared by a registered professional engineer is required to certify that any development in floodplain, such as grading or the construction of bridges or culverts, are in substantial conformance with the development permit.

No building, land or structure may be occupied or used in any manner until a letter or certificate has been issued by the Floodplain Administrator stating that the use of the building or land conforms to the requirements of this ordinance.

The Floodplain Administrator must maintain records in perpetuity documenting compliance with this ordinance, including the elevation to which structures and alterations to structures are constructed or floodproofed.

Section 6. Protecting Buildings.

- A. All buildings located in the floodplain shall be protected from flood damage below the FPE. This building protection requirement applies to the following situations:
1. Construction or placement of a new building or alteration or addition to an existing building.
 2. Value of improvements equals or exceeds the market value by fifty percent (50%) and/or structural alterations made to an existing building that increase the floor area by more than twenty percent (20%). Improvements shall be figured cumulatively during a 10- year period. If substantially improved, the existing structure and the addition must meet the flood protection standards of this section.
 3. Repairs made to a substantially damaged building. These repairs shall be figured cumulatively during a 10-year period. If substantially damaged, the entire structure must meet the flood protection standards of this section within 24 months of the date the damage occurred.
 4. Installing a manufactured home on a new site or a new manufactured home on an existing site.
 5. Installing a travel trailer or recreational vehicle on a site for more than one hundred eighty (180) days per year.
 6. Repetitive loss to an existing building as defined in Section 2.
 7. Construction or placement of a new building with the low floor below BFE following a LOMR-F in accordance with the conditions outlined in Section 9. E. The structure must meet FEMA Technical Bulletin (TB) 10 Reasonably Safe from Flooding Requirement for Building on Filled Land.
- B. Residential or non-residential buildings can meet the building protection requirements by one of the following methods:
1. The building may be constructed on permanent land fill with the lowest floor including basement at or above the FPE in accordance with the following conditions.:
 - a. The lowest floor (including basement) shall be at or above the FPE.
 - b. The fill shall be placed in layers no greater than six inches before compaction and should extend at least twenty (20) feet beyond the foundation before sloping below the FPE in lieu of a geotechnical report.

- c. The fill shall be protected against erosion and scour during flooding by vegetative cover, riprap, or other structural measure.
 - d. The fill shall be composed of rock or soil and not incorporated debris or refuse material.
 - e. The fill shall not adversely affect the flow of surface drainage from or onto neighboring properties and when necessary, stormwater management techniques, such as swales or basins, shall be incorporated.
2. The building may be elevated in accordance with the following:
- a. The building or improvements shall be elevated on stilts, piles, solid walls, crawlspace, or other foundation that is permanently open to flood waters.
 - b. All components located below the FPE shall be constructed of materials resistant to flood damage.
 - c. The lowest floor and all electrical, heating, ventilating, plumbing, and air conditioning equipment shall be located at or above the FPE.
 - d. If walls are used, all enclosed areas below the FPE shall provide for equalization of hydrostatic pressures by allowing the automatic entry and exit of floodwaters. At least two (2) walls must have a minimum of one (1) permanent opening that is below the BFE and no more than one (1) foot above finished grade. The openings shall provide a total net area of not less than one (1) square inch for (1) square foot of enclosed area subject to flooding below the BFE, or the design must be certified by a Registered P.E. as providing the equivalent performance in accordance with accepted standards of practice. Refer to FEMA Technical Bulletin 1, Openings in Foundation Walls and Walls of Enclosures, for additional guidance.
 - e. The foundation and supporting members shall be anchored, designed, and certified so as to minimize exposure to hydrodynamic forces such as current, waves, ice, and floating debris.
 - i. Water and sewer pipes, electrical and telephone lines, submersible pumps, and other service facilities may be located below the FPE provided they are waterproofed.
 - ii. The area below the FPE shall be used solely for parking or building access and not later modified or occupied as habitable space.
 - iii. In lieu of the above criteria, the design methods to comply with these requirements may be certified by a licensed professional engineer or architect.
3. The building may be constructed with a crawlspace located below the FPE provided that the following conditions and requirements of FEMA TB 11, Crawlspace Construction for Buildings Located in Special Flood Hazard Areas, which ever are more restrictive, are met:
- a. The building must be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - b. All enclosed areas below the FPE shall provide for equalization of hydrostatic pressures by allowing the automatic entry and exit of floodwaters. A minimum of one (1) permanent opening shall be provided on at least two walls that is below the BFE and no more than one (1) foot above finished grade. The openings shall provide a total net area of not less than one (1) square inch for every one (1) square foot of enclosed area subject to flooding below the BFE, or the design must be certified by a Registered P.E. as providing the equivalent performance in accordance with accepted standards of practice. Refer to FEMA TB 1, Openings in Foundation Walls and Walls of Enclosures, for additional guidance.

- c. The interior height of the crawlspace measured from the interior grade of the crawl to the top of the foundations wall must not exceed four (4) feet at any point.
 - d. An adequate drainage system must be installed to remove floodwaters from the interior area of the crawlspace within a reasonable period of time after a flood event.
 - e. The velocity of floodwaters at the site should not exceed 5 feet per second for any crawlspace. For velocities in excess of 5 feet per second, other foundation types should be used.
 - f. Portions of the building below the FPE must be constructed with materials resistant to flood damage, and
 - g. Utility systems within the crawlspace must be elevated above the FPE.
- C. Non-residential buildings may be structurally dry floodproofed (in lieu of elevation) provided a licensed professional engineer or architect certifies that:
- 1. Below the FPE the structure and attendant utility facilities are watertight and capable of resisting the effects of the base flood.
 - 2. The building design accounts for flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, the effects of buoyancy, and the impact from debris and ice.
 - 3. Floodproofing measures will be incorporated into the building design and operable without human intervention and without an outside source of electricity.
 - 4. Levees, berms, floodwalls, and similar works are not considered floodproofing for the purpose of this subsection.
- D. Manufactured homes or travel trailers to be permanently installed on site shall be:
- 1. Elevated to or above the FPE in accordance with Section 6. B, and
 - 2. Anchored to resist flotation, collapse, or lateral movement by being tied down in accordance with the rules and regulations for the Illinois Mobile Home Tie-Down Act issued pursuant to 77 Ill. Adm. Code 870.
- E. Travel trailers and recreational vehicles on site for more than one hundred eighty (180) days per year shall meet the elevation requirements of section 6. D unless the following conditions are met:
- 1. The vehicle must be either self-propelled or towable by a light duty truck.
 - 2. The hitch must remain on the vehicle at all times.
 - 3. The vehicle must not be attached to external structures such as decks and porches
 - 4. The vehicle must be designed solely for recreation, camping, travel, or seasonal use rather than as a permanent dwelling.
 - 5. The vehicles having a total area not exceeding four hundred (400) square feet measured when measured at the largest horizontal projection.
 - 6. The vehicle's wheels must remain on axles and inflated.
 - 7. Air conditioning units must be attached to the frame so as to be safe for movement of the floodplain.
 - 8. Propane tanks as well as electrical and sewage connections must be quick-disconnect.
 - 9. The vehicle must be licensed and titled as a recreational vehicle or park model, and must either:
 - a. entirely be supported by jacks, or

- b. have a hitch jack permanently mounted, have the tires touching the ground and be supported by block in a manner that will allow the block to be easily removed by used of the hitch jack.
- F. Detached accessory structures may be permitted provided the following conditions are met:
 1. The structure must be non-habitable.
 2. The structure must be used only for the parking and storage and cannot be modified later into another use.
 3. The structure must be located outside of the floodway or must meet all requirements of this ordinance.
 4. The exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the BFE, must be built with flood-resistant materials in accordance Section 6.
 5. All utilities, mechanical, and electrical must be elevated above the FPE.
 6. The structure must have at least one permanent opening on at least two walls not more than one (1) foot above grade with one (1) square inch of opening for every one (1) square foot of floor area. They shall meet the opening requirements of Section 6(B)(2)(d);
 7. The structure must be no more than one story in height and no more than six hundred (600) square feet in size.
 8. The structure shall be anchored to resist floatation, collapse, lateral movement. and overturning.
 9. All flammable or toxic materials (gasoline, paint, insecticides, fertilizers, etc.) shall be stored above the FPE.
 10. The lowest floor elevation should be documented, and the owner advised of the flood insurance implications.

Section 7 . Subdivision Requirements

The President and Board of Trustees shall take into account hazards, to the extent that they are known, in all official actions related to land management use and development.

- A. New subdivisions, manufactured home parks, annexation agreements, planned unit developments, and additions to manufactured home parks and subdivisions shall meet the damage prevention and building protections standards of Section 6 of this ordinance. Assure that subdivision proposals and other development will be reasonably safe from flooding and minimize flood damage.
- B. Streets, blocks lots, parks and other public grounds shall be located and laid out in such a manner as to preserve and utilize natural streams and channels. Wherever possible the floodplains should be included within parks, open space parcels, or other public grounds.
- C. Any proposal for such development shall include the following data:
 1. The BFE and the boundary of the floodplain, where the BFE is not available from an existing study, the applicant shall be responsible for calculating the BFE.
 2. The boundary of the floodway, when applicable.
 3. A signed statement by a Licensed Professional Engineer that the proposed plat or plan accounts for changes in the drainage of surface waters in accordance with the Plat Act (765 ILCS 205/2).

Section 8 . Public Health and Other Standards

- A. Public health standards must be met for all floodplain development. In addition to the requirements of Section 6 of this ordinance, the following standards apply:

1. No development in the floodplain shall include locating or storing chemicals, explosives, buoyant materials, flammable liquids, pollutants, or other hazardous or toxic materials below the FPE unless such materials are stored in a floodproofed and anchored storage tank and certified by a professional engineer or floodproofed building constructed according to the requirements of Section 6 of this ordinance.
2. Public utilities and facilities such as sewer, gas and electric shall be located and constructed to minimize or eliminate flood damage.
3. Public sanitary sewer systems and water supply systems shall be located and constructed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
4. New and replacement on-site sanitary sewer lines or waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding. Manholes or other above ground openings located below the FPE shall be watertight.
5. Critical facilities, which are buildings, constructed or substantially improved within the floodplain or the 0.2 percent annual chance flood elevation when defined, shall have the lowest floor (including basement) elevated or structurally dry floodproofed to the 0.2 percent annual chance flood elevation or three feet above the BFE, whichever is greater. Adequate parking shall be provided for staffing of the critical facilities at or above the BFE or 0.2 percent chance flood, when defined. Access routes to all critical facilities should be reviewed and considered when permitting. Access routes should be elevated to or above the level of the BFE.

Floodproofing and sealing measures may also be used to provide protection, as described in Section 6, and must be taken to ensure that toxic substances will not be displaced by or released into floodwaters.

Critical Facilities include emergency services facilities (such as fire and police stations), schools, hospitals, retirement homes, and senior care facilities.

- B. All other activities defined as development shall be designed so as not to alter flood flows or increase potential flood damages.
- C. Dams are classified as to their size and their hazard/damage potential in the event of failure. Permits for dams may be required from IDNR/OWR. Contact IDNR/OWR to determine if a permit is required. If a permit is required, a permit application must be made to IDNR/OWR prior to the construction or major modification of jurisdictional dams. All construction activity for a dam must also meet the development requirements of this ordinance.
- D. In floodway areas, development shall cause no increase in flood levels during the occurrence of the base flood discharge. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that the proposed development would not result in any increase in the base flood elevation.
- E. Notwithstanding any other provisions of this ordinance, a community may permit development within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community meets subsection (F) and fulfills any requirements for such revisions.
- F. Letters of Map Revision. The Floodplain Administrator shall require a CLOMR prior to issuance of a development permit for:
 1. Proposed floodway encroachments that will cause an increase in the BFE; and
 2. Proposed development which will increase the BFE by more than 0.1 feet in riverine area where FEMA has provided a BFE but no floodway.

Once a CLOMR has been issued by FEMA, the development permit may be issued for site grading and structures necessary in the area of the map change

to achieve the final LOMR. Upon completion, the applicant shall submit as-built certifications, as required by FEMA, to achieve a final LOMR prior to the release of final development permits.

- G. When construction of a building following a FEMA issued LOMR Based on Fill (LOMR-F) is requested, the condition where a site in the floodplain is removed due to the use of fill to elevate the site above the BFE, the applicant may apply for a permit from to construct the lowest floor of a building below the BFE in the floodplain.

The Floodplain Administrator shall not issue such a permit unless the applicant has demonstrated that the building will be reasonable safe from flooding. The Floodplain Administrator shall require a professional certification from a qualified design professional that indicates the land, or buildings are reasonably safe from flooding, according to the criteria established in FEMA TB 10. Professional certification may come from a professional engineer, professional geologist, professional soil scientist, or other design professional qualified to make such evaluations.

The Floodplain Administrator shall maintain records, available upon request by FEMA, all supporting analysis and documentation used to make that determination, including but not limited to, all correspondence, professional certification, existing and proposed grading, sump pump sizing, foundation plans, Elevation Certificates, soil testing and compaction data.

Section 9. Carrying Capacity and Compensatory Storage

- A. For all projects involving channel modification, fill, or stream maintenance (including levees), the flood carrying capacity of the watercourse shall be maintained. In addition, adjacent communities, Illinois Department of Natural Resources and FEMA, shall be notified thirty (30) days prior to issuance of a permit for any alteration or relocation of a watercourse.
- B. Compensatory storage shall be provided for any floodplain storage lost due to the proposed development from the volume of fill or structures placed and the impact of any related flood control projects.
- a. A hydrologic and hydraulic analysis must be performed if the development is proposed within the floodway as required by Section 8 (D).
 - b. Artificially created storage lost due to a reduction in head loss behind a bridge shall not be required to be replaced.
 - c. The compensatory regulatory floodway storage must be placed between the proposed normal water elevation and the proposed 100-year flood elevation.
 - d. All regulatory floodway storage lost below the existing 10-year flood elevation must be replaced below the proposed 10-year flood elevation.
 - e. All regulatory floodway storage lost above the existing 10-year flood elevation must be replaced above the proposed 10-year flood elevation.
 - f. If the compensatory storage will not be placed at the location of the proposed construction, the applicant's engineer must demonstrate through a determination of flood discharges and water surface elevations that the compensatory storage is hydraulically equivalent.
 - g. The excavation volume shall be at least equal to 1.1 times the volume of storage lost due to fill or structure.

Section 10. Variances.

- A. No variances shall be granted within a floodway if any increases in the base flood elevation would result.
- B. Whenever the standards of this ordinance place undue hardship on a specific development proposal, the applicant may apply to the Village Board for a variance. The Village Board shall review the applicant's request for a variance and shall submit its recommendation to the Village Board. The Village Board may attach such conditions to granting of a variance as it deems necessary to further the purposes and objectives of this ordinance. The Village Board shall base the determination on:
1. Technical justifications submitted by the applicant.

2. The staff report, comments, and recommendations submitted by the floodplain administrator.
 3. The limitations, considerations, and conditions set forth in this section.
- C. The findings of fact and conclusions of law made by the Village Board according to Section 10. A, the notifications required by Section 10. B, and a record of hearings and evidence considered as justification for the issuance of all variances from this ordinance shall be maintained by the Village in perpetuity.
- D. No variance shall be granted unless the applicant demonstrates, and the Village Board finds that all of the following conditions are met:
1. The development activity cannot be located outside the floodplain.
 2. A determination that failure to grant the variance would result in exceptional hardship by rendering the lot undevelopable.
 3. The variance granted is the minimum necessary, considering the flood hazard, to afford relief.
 4. There will be no additional threat to public health, public safety, destruction of beneficial stream uses and functions including, aquatic habitat, causation of fraud on or victimization of the public, conflict with existing local laws or ordinances, or creation of a nuisance.
 5. There will be no additional public expense for flood protection, rescue or relief operations, policing, lost environmental stream uses and functions, repairs to streambeds and banks, or repairs to roads, utilities, or other public facilities.
 6. The circumstances of the property are unique and do not establish a pattern inconsistent with the intent of the NFIP.
 7. Good and sufficient cause has been shown that the unique characteristics of the size, configuration, or topography of the site renders the requirements of this ordinance inappropriate.
 8. All other state and federal permits have been obtained.
- E. The Village Board shall notify an applicant in writing that a variance from the requirements of the building protections standards of Section 7 that would lessen the degree of protection to a building will:
1. Result in increased premium rates for flood insurance up to twenty-five dollars (\$25) per one hundred dollars (\$100) of insurance coverage.
 2. Increase the risk to life and property.
 3. Require that the applicant proceed with knowledge of these risks and that the applicant acknowledge in writing the assumption of the risk and liability.
- F. Considerations for Review. In reviewing applications for variances, all technical evaluations, all relevant factors, all other portions of these regulations, and the following shall be considered:
1. The danger that materials and debris may be swept onto other lands resulting in further injury or damage.
 2. The danger to life and property due to flooding or erosion damage.
 3. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners.
 4. The importance of the services provided by the proposed development to the community.
 5. The availability of alternate locations for the proposed development that are not subject to flooding or erosion.

6. The compatibility of the proposed development with existing and anticipated development.
 7. The relationship of the proposed development to the comprehensive plan and floodplain management program for that area.
 8. The safety of access to the property in times of flood for ordinary and emergency vehicles.
 9. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
 10. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets, and bridges.
- G. Historic Structures. Variances issued for the reconstruction, repair, or alteration of a historic site or historic structure as defined in “Historic Structures”, may be granted using criteria more permissive than the requirements of Sections 6 and 7 of this ordinance subject to the conditions that:
1. The repair or rehabilitation is the minimum necessary to preserve the historic character and design of the structure.
 2. The repair or rehabilitation will not preclude the structure’s continued designation as a historic structure.
- H. Agriculture Structures. Variances issued for the construction or substantial improvement of agricultural structures which do not meet the non-residential building requirements of Sections 6. B and 6. C, provided the requirements of Section 10. A through 10. G and the following are satisfied:
1. A determination that the proposed agricultural structure:
 - a. Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.
 - b. Has low damage potential (amount of physical damage, contents damage, and loss of function).
 - c. Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not limited to the effects of flooding on liquified natural gas terminals, and production and storage of highly volatile, toxic, or water-reactive materials.
 - d. Complies with the wet floodproofing construction requirements of Section H. 2.
 2. Wet floodproofing construction requirements. Wet floodproofed structures shall:
 - a. The exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the BFE, must be built with flood-resistant materials in accordance with Section 6 of this ordinance.
 - b. The building must be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - c. All enclosed areas below the FPE shall provide for equalization of hydrostatic pressures by allowing the automatic entry and exit of floodwaters. A minimum of one (1) permanent opening shall be provided on at least two walls that is below the BFE and no more than one (1) foot above finished grade. The openings shall provide a total net area of not

less than one (1) square inch for every one (1) square foot of enclosed area subject to flooding below the BFE, or the design must be certified by a Registered P.E. as providing the equivalent performance in accordance with accepted standards of practice. Refer to FEMA TB 1, Openings in Foundation Walls and Walls of Enclosures, for additional guidance.

- d. Any mechanical, electrical, or other utility equipment must be located above the BFE or floodproofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Section 6 of this ordinance.
- e. If located in a floodway, must be issued a state floodway permit or have a letter of determination that a permit is not required.
- f. The building may not be used for manure storage or livestock confinement operations.

Section 11. Disclaimer of Liability.

The degree of protection required by this ordinance is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger floods may occur, or flood heights may be increased by man-made or natural causes. This ordinance does not imply that development either inside or outside of the floodplain will be free from flooding or damage. This ordinance does not create liability on the part of the Village of Hoffman Estates or any officer or employee thereof for any flood damage that results from proper reliance on this ordinance or any administrative decision made lawfully thereunder.

Section 12. Penalty.

Failure to obtain a permit for development in the floodplain or failure to comply with the conditions of a permit or a variance shall be deemed to be a violation of this ordinance. Upon due investigation, the Village Engineer may determine that a violation of the minimum standards of this ordinance exists. The Village Engineer shall notify the owner in writing of such violation.

- A. If such owner fails after ten (10) days from the date the written notice is issued, to correct the violation:
 - 1. The Village of Hoffman Estates shall make application to the circuit court for an injunction requiring conformance with this ordinance or make such other order as the court deems necessary to secure compliance with the ordinance.
 - 2. Any person who violates this ordinance shall upon conviction thereof be fined not less than fifty dollars (\$50) or more than seven hundred fifty (\$750) for each offense.
 - 3. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues, and
 - 4. The Village of Hoffman Estates shall record a notice of violation on the title of the property.
- B. The Village shall inform the owner that any such violation is considered a willful act to increase flood damages and therefore may cause coverage by a Standard Flood Insurance Policy to be suspended.

The Village is authorized to issue an order requiring the suspension of the subject development. The stop-work order shall be in writing, indicate the reason for the issuance, and shall order the action, if necessary, to resolve the circumstances requiring the stop-work order. The stop-work order constitutes a suspension of the permit.

No site development permit shall be permanently suspended or revoked until a hearing is held by the President of the Board of Trustees. Written notice of such

hearing shall be served on the permittee and shall state the grounds for the complaint, reasons for suspension or revocation, and the time and place of the hearing.

At such hearing the permittee shall be given an opportunity to present evidence on their behalf. At the conclusion of the hearing, President of the Board of Trustees shall determine whether the permit shall be suspended or revoked.

- C. Nothing herein shall prevent the Village of Hoffman Estates from taking such other lawful action to prevent or remedy any violations. All costs connected therewith shall accrue to the person or persons responsible.

Section 13. Abrogation and Greater Restrictions.

This ordinance repeals and replaces other ordinances adopted by the Village Board to fulfill the requirements of the NFIP. However, this ordinance does not repeal the original resolution or ordinance adopted to achieve eligibility in the program. Nor does this ordinance repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. Where this ordinance and other ordinance easements, covenants or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Section 14. Severability.

The provisions and sections of this ordinance shall be deemed separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

Section 15. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

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.

EXISTING MUNICIPAL CODE SECTION 10-8-1 TO BE REPEALED (FOR REFERENCE)

Sec. 10-8-1. Flood hazard area requirements.

- A. *Purpose.* The purposes of the Section are to maintain the Village's eligibility in the National Flood Insurance Program; to minimize potential losses due to periodic flooding including loss of life, loss of property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and to preserve and enhance the quality of surface waters, conserve economic and natural values and provide for the wise utilization of water and related land resources. This Section of the Municipal Code is intended to accomplish the following specific purposes:
1. To meet the requirements of 615 ILCS 5/18(g), Rivers, Lakes and Streams Act;
 2. To assure that new development does not increase the flood or drainage hazards to others, or create unstable conditions susceptible to erosion;
 3. To protect new buildings and major improvements to buildings from flood damage;
 4. To protect human life and health from the hazards of flooding;
 5. To lessen the burden on the taxpayer for flood control projects, repairs to flood-damaged public facilities and utilities, and flood rescue and relief operations;
 6. To make federally subsidized flood insurance available for property in the Village by fulfilling the requirements of the National Flood Insurance Program;
 7. To comply with the rules and regulations of the National Flood Insurance Program codified as 44 CFR 59-79, as amended;
 8. To protect, conserve, and promote the orderly development of land and water resources;
 9. To preserve the natural characteristics and functions of watercourses and floodplains in order to moderate flood and stormwater impacts, improve water quality, reduce soil erosion, protect aquatic and riparian habitat, provide recreational opportunities, provide aesthetic benefits and enhance community and economic development.
- B. *Definitions.* For the purposes of this Section of the Municipal Code, the following definitions are adopted:
1. *Accessory Structure.* A non-habitable structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.
 2. *Act.* "An act in relation to the regulation of the rivers, lakes and streams of the State of Illinois", 615 ILCS 5/5 et seq.
 3. *Applicant.* Any person, firm, corporation or agency which submits an application.
 4. *Appropriate Use.* Only uses of the designated floodway that are permissible and will be considered for permit issuance. The only uses that will be allowed are as specified in Section 10-8-1-G-2.
 5. *Base Flood.* The flood having a one-percent chance of being equaled or exceeded in any given year. The base flood is also known as the 100-year frequency flood event. Application of the base flood elevation at any location is as defined in Section 10-8-1-E.

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6. *Base Flood Elevation (BFE)*. The elevation in relation to Mean Sea Level of the crest of the base flood.
 7. *Basement*. That portion of the building having its floor subgrade below ground level on all sides.
 8. *Building*. A walled and roofed structure, including gas or liquid storage tank, that is principally above ground, including manufactured homes, prefabricated buildings, and gas or liquid storage tanks. The term also includes recreational vehicles and travel trailers installed on a site for more than 180 days per year.
 9. *Channel*. Any river, stream, creek, brook, branch, natural or artificial depression, ponded area, flowage, slough, ditch, conduit, culvert, gully, ravine, wash, or natural or man-made drainage way, which has a definite bed and banks or shoreline, in or into which surface or groundwater flows, either perennially or intermittently.
 10. *Channel Modification*. Alteration of a channel by changing the physical dimensions or materials of its bed or banks. Channel modification includes damming, rip-rapping (or other armoring), widening, deepening, straightening, relocating, lining and significant removal of native vegetation from the bottom or banks. Channel modification does not include the clearing of dead or dying vegetation, debris, or trash from the channel. Channelization is a severe form of channel modification involving a significant change in the channel cross-section and typically involving relocation of the existing channel (e.g. straightening).
 11. *Compensatory Storage*. An artificially excavated, hydraulically equivalent volume of storage within the SFHA used to balance the loss of natural flood storage capacity when artificial fill or structures are placed within the floodplain. The uncompensated loss of natural floodplain storage can increase off-site floodwater elevations and flows.
 12. *Conditional Approval of a Designated Floodway Map Change*. Preconstruction approval by IDNR/OWR and FEMA of a proposed change to the floodway map. This preconstruction approval, pursuant to this Section of the Municipal Code, gives assurances to the property owner that once an Appropriate Use is constructed according to permitted plans, the floodway map can be changed, as previously agreed, upon review and acceptance of as-built plans.
 13. *Conditional Letter of Map Revision (CLOMR)*. A letter which indicates that FEMA will revise base flood elevations, flood insurance rate zones, flood boundaries or floodway as shown on an effective Flood Hazard Boundary Map or Flood Insurance Rate Map, once the as-built plans are submitted and approved.
 14. *Control Structure*. A structure designed to control the rate of flow that passes through the structure, given a specific upstream and downstream water surface elevation.
 15. *Critical Facility*. Any facility which is critical to the health and welfare of the population and, if flooded, would create an added dimension to the disaster. Damage to these critical facilities can impact the delivery of vital services, can cause greater damage to other sectors of the community, or can put special populations at risk. Examples of critical facilities where flood protection should be required include: emergency services facilities (such as fire and police stations), schools, hospitals, retirement homes and senior care facilities, major roads and bridges, critical utility sites (telephone switching stations or electrical transformers), and hazardous material storage facilities (chemicals, petrochemicals, hazardous or toxic substances). Examples of critical facilities where flood protection is recommended include: sewage treatment plants, water treatment plants, and pumping stations.
 16. *Dam*. All obstructions, wall embankments or barriers, together with their abutments and appurtenant works, if any, constructed for the purpose of storing or diverting water or creating a pool. Dams may also include weirs, restrictive culverts or impoundment structures. Underground water storage tanks are not included.

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17. *Designated Floodway.* The channel, including on-stream lakes, and that portion of the floodplain adjacent to a stream or watercourse, generally depicted on the FEMA FIRM map, which is needed to store and convey the existing 100-year frequency flood discharge with no more than a 0.1 foot increase in stage due to the loss of flood conveyance or storage, and no more than a ten percent increase in velocities.
- The floodways are designated for on the countywide Flood Insurance Rate Map of Cook and Kane Counties prepared by FEMA and dated August 19, 2008 and August 3, 2009, respectively. When two floodway maps exist for a waterway, the more restrictive floodway limit shall prevail.
 - The floodways for those parts of unincorporated Cook and Kane Counties that are within the extraterritorial jurisdiction of the Village that may be annexed into the Village are designated for Poplar Creek, East Branch of Poplar Creek, and Schaumburg Branch of Poplar Creek on the countywide Flood Insurance Rate Map prepared by FEMA and dated August 19, 2008, for Cook County and August 3, 2009, for Kane County.
 - To locate the designated floodway boundary on any site, the designated floodway boundary should be scaled off the designated floodway map and located on a site plan, using reference marks common to both maps. Where interpretation is needed to determine the exact location of the designated floodway boundary, IDNR/OWR should be contacted for the interpretation.
18. *Development.* Any man-made change to real estate, including:
- Construction, reconstruction, repair, or placement of a building or any addition to a building.
 - Installing a manufactured home on a site, preparing a site for a manufactured home, or installing a travel trailer or recreational vehicle on a site for more than 180 days. If the travel trailer or recreational vehicle is on-site for more than 180 days, it must be fully licensed and ready for highway use.
 - Drilling, mining, installing utilities, construction of roads, bridges, or similar projects.
 - Demolition of a structure or redevelopment of a site.
 - Clearing of land as an adjunct of construction.
 - Construction or erection of levees, walls, fences, dams, or culverts; channel modification; filling, dredging, grading, excavating, paving, or other non-agricultural alterations of the ground surface; storage of materials; deposit of solid or liquid waste.
 - Any other activity of man that might change the direction, height, or velocity of flood or surface water, including extensive vegetation removal.
 - Substantial improvement of an existing building.
- Development does not include routine maintenance of existing buildings and facilities such as reroofing or resurfacing of roads when there is no increase in elevation, or gardening, plowing, and similar agricultural practices that do not involve filling, grading, or construction of levees.
19. *Elevation Certificates.* A form published by FEMA that is used to certify the elevation to which a building has been elevated.
20. *Erosion.* The general process whereby soils are moved by flowing water or wave action.
21. *Exempt Organizations.* Organizations which are exempt from this ordinance per the Illinois Compiled Statutes (ILCS) including state, federal or local units of government.
22. *FEMA.* Federal Emergency Management Agency and its regulations at 44 CFR 59-79 as amended.

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23. *Flood*. A general and temporary condition of partial or complete inundation of normally dry land areas from overflow of inland or tidal waves, or the unusual and rapid accumulation or runoff of surface waters from any source.
 24. *Flood Frequency*. A period of years, based on a statistical analysis, during which a flood of a stated magnitude may be expected to be equaled or exceeded.
 25. *Flood Fringe*. That portion of the floodplain outside of the designated floodway. See commentary on "designated floodway".
 26. *Flood Insurance Rate Map (FIRM)*. A map prepared by FEMA that depicts the Special Flood Hazard Area (SFHA) within a community. This map includes insurance rate zones and floodplains and may or may not depict floodways.
 27. *Flood Insurance Study*. An examination, evaluation and determination of flood hazards and if appropriate, corresponding water surface elevations.
 28. *Floodplain*. That land typically adjacent to a body of water with ground surface elevations at or below the base flood or the 100-year frequency flood elevation. Floodplains may also include detached Special Flood Hazard Areas, ponding areas, etc. The floodplain is also known as the Special Flood Hazard Area (SFHA).
 - a. The floodplains are those lands within the jurisdiction of the Village that are subject to inundation by the base flood or 100-year frequency flood. The SFHA's of the Village are generally identified as such on the Cook County Countywide Flood Insurance Rate Map prepared by the Federal Emergency Management Agency are generally identified as such on the following map number 17031C panel 0155J, 0157J, 0158J, 0159J, 0161J, 0162J, 0166J, 0167J, 0176J, 0178J, 0179J, 0186J, 0187J, 0188J, 0189J and 0191J dated August 19, 2008, and map number 17089C panel 0180 dated August 3, 2009, of the Kane County Countywide Flood Insurance Rate Map prepared by the Federal Emergency Management Agency.
 - b. The SFHA's of those parts of unincorporated Cook County and Kane County that are within the extraterritorial jurisdiction of the Village or that may be annexed into the Village are generally identified as such on the Flood Insurance Rate Maps prepared for Cook County dated August 19, 2008, and Kane County dated August 3, 2009, by the Federal Emergency Management Agency.
 29. *Floodproofing*. Any combination of structural and nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
 30. *Floodproofing Certificate*. A form published by FEMA that is used to certify that a building has been designed and constructed to be structurally dry, floodproofed to the flood protection elevation.
 31. *Flood Protection Elevation (FPE)*. The elevation of the base flood or 100-year frequency flood plus two and one-half feet of freeboard at any given location in the SFHA.
 32. *Floodway*. See Section 10-8-1-B-17 "Designated Floodway".
 33. *Historic Structure*. Any structure that is:
 - a. Listed individually in the National Register of Historic Places or preliminary determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register.
 - b. Certified or preliminary determined by the Secretary of the Interior as contributing to the historic district or a district preliminary determined by the Secretary to qualify as a registered historic district.

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- c. Individually listed on the State inventory of historic places by the Illinois Historic Preservation Agency.
 - d. Individually listed on local inventory of historic places that has been certified by the Illinois Historic Preservation Agency.
34. *Hydrologic and hydraulic calculations*. Engineering analyses which determine expected flood flows and flood elevations based on land characteristics and rainfall events.
 35. *IDNR/OWR*. Illinois Department of Natural Resources, Office of Water Resources.
 36. *Letter of Map Amendment (LOMA)*. Official determination by FEMA that a specific structure is not in a 100-year floodplain; amends the FIRM.
 37. *Letter of Map Revision (LOMR)*. Letter that revises base flood or 100-year frequency flood elevations, floodplains or floodways as shown on an effective FIRM.
 38. *Lowest Floor*. The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure usable solely for parking of vehicles, building access or storage, in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Section.
 39. *Manufactured Home*. A structure, transportable in one or more sections, which is built on a permanent chassis and is designated for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" also includes park trailers, travel trailers and other similar vehicles placed on site for more than 180 consecutive days. The term "manufactured home" does not include a "recreational vehicle".
 40. *Manufactured Home Park or Subdivision*. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
 41. *Mitigation*. Mitigation includes those measures necessary to minimize the negative effects which floodplain development activities might have on the public health, safety and welfare. Examples of mitigation include: excavation of compensatory storage, soil erosion and sedimentation control, and channel restoration. Mitigation may also include those activities taken to reduce a structure's susceptibility to flooding.
 42. *New Construction*. New construction means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.
 43. *New Manufactured Home Park or Subdivision*. Manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) has been completed on or after April 1, 1990.
 44. *NAVD 88*. National American Vertical Datum of 1988. NAVD 88 supersedes the National Geodetic Vertical Datum of 1929 (NGVD).
 45. *Natural*. When used in reference to channels, means those channels formed by the existing surface topography of the earth prior to changes made by man. A natural stream tends to follow a meandering path; its floodplain is not constrained by levees; the area near the bank has not been cleared, mowed or cultivated; the stream flows over soil and geologic materials typical of the area with no substantial alteration of the course or cross-section of the stream caused by filling or excavating. A modified channel may regain some natural characteristics over time as the channel meanders and vegetation is

re-established. Similarly, a modified channel may be restored to more natural conditions by man through regrading and revegetation.

46. *Ordinary High Water Mark (OHWM)*. The point on the bank or shore up to which the presence and action of surface water is so continuous so as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation or other easily recognized characteristics.
47. *Public Flood Control Project*. A flood control project which will be operated and maintained by a public agency to reduce flood damages to existing buildings and structures which includes a hydrologic and hydraulic study of the existing and proposed conditions of the watershed. Nothing in this definition shall preclude the design, engineering, construction or financing, in whole or in part, of a flood control project by persons or parties who are not public agencies.
48. *Public Bodies of Waters*. All open public streams and lakes capable of being navigated by watercraft, in whole or in part, for commercial uses and purposes, and all lakes, rivers, and streams which in their natural condition were capable of being improved and made navigable lakes or rivers within, or upon the borders of the State of Illinois, together with all bayous, sloughs, backwaters, and submerged lands that are open to the main channel or body of water directly accessible thereto.
49. *Recreational Vehicle or Travel Trailer*. A vehicle which is:
 - a. Built on a single chassis;
 - b. 400 square feet or less when measured at the largest horizontal projection;
 - c. Designed to be self-propelled or permanently towable by a light duty truck; and
 - d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
50. *Regional Permits*. Regional permits are offered for pre-approved projects which are considered minor projects that are permissible per INDR/OWR Part 3708 rules for Northeastern Illinois regulatory floodways. A complete listing of the terms and conditions for specific project types can be obtained from the IDNR/OWR website.
51. *Registered Land Surveyor*. A land surveyor registered in the State of Illinois, under The Illinois Land Surveyors Act (225 ILCS 330/1 et seq.)
52. *Registered or Licensed Professional Engineer*. An engineer registered in the State of Illinois, under The Illinois Professional Engineering Act (225 ILCS 325/1 et seq.).
53. *Repair, Remodeling or Maintenance*. Development activities which do not result in any increases in the outside dimensions of a building or any changes to the dimensions of a structure.
54. *Repetitive Loss*. Flood-related damages sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.
55. *Retention/Detention Facility*. A retention facility stores stormwater runoff without a gravity release. A detention facility provides for storage of stormwater runoff and controlled release of this runoff during and after a flood or storm.
56. *Riverine SFHA*. Any SFHA subject to flooding from a river, creek, intermittent stream, ditch, on-stream lake system or any other identified channel. This term does not include areas subject to flooding from lakes, ponding areas, areas of sheet flow, or other areas not subject to overbank flooding.
57. *Runoff*. The water derived from melting snow or rain falling on the land surface, flowing over the surface of the ground or collected in channels or conduits.

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58. *Sedimentation*. The processes that deposit soils, debris, and other materials either on other ground surfaces or in bodies of water or watercourses.
59. *Special Flood Hazard Area (SFHA)*. See Section 10-8-1-B-28 "Floodplain".
60. *Start of Construction*. Includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or placement of a manufactured home on a foundation.
61. *Statewide Permits*. Statewide permits are offered for pre-approved projects that are considered minor projects which are permissible per the IDNR/OWR part 3700 rules. A complete listing of the statewide permits and permit requirements can be obtained from the IDNR/OWR website.
62. *Structure*. See Section 10-8-1-B-8 "Building".
63. *Substantial Damage*. Damage of any origin sustained by a structure whereby the cumulative percentage of damage during the life of the building equals or exceeds 50 percent of the market value of the structure before damage occurred regardless of actual repair work performed. Volunteer labor and materials must be included in this determination. The term includes Repetitive Loss Buildings, see Section 10-8-1-B-54 "Repetitive Loss".
64. *Substantial Improvement*. Any reconstruction, rehabilitation, addition, or improvement of a structure taking place during the life of the building in which the cumulative percentage of improvements equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started.
- "Substantial Improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual work done.
 - The term does not, however, include either:
 - Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, or
 - Any alteration of a "historic structure" listed on the National Register of Historic Places or the Illinois Register of Historic Places, provided that the alteration will not preclude the structure's continued designation as a historic structure.
65. *Transition section*. Reaches of the stream or floodway where water flows from a narrow cross-section to a wide cross-section or vice versa.
66. *Violation*. The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance is presumed to be in violation until such time as that documentation is provided.
- C. *How to Use Section 10-8-1* The Director of Engineering shall be responsible for fulfilling all of the duties listed in Section 10-8-1-D. To fulfill those duties, the Director of Engineering first shall use the criteria listed in Section 10-8-1-E, Base Flood Elevation, to determine whether the development site is located within a floodplain. Once it has been determined that a site is located within a floodplain, the Director of Engineering must determine whether the development site is within a flood fringe, a designated floodway, or within a SFHA or floodplain for which no floodway has been identified. If the site is within a flood fringe, the Director

of Engineering shall require that the minimum requirements of Section 10-8-1-F be met. If the site is within a floodway, the Director of Engineering shall require that the minimum requirements of Section 10-8-1-G be met. If the site is located within a SFHA or floodplain for which no detailed study has been completed and approved, the Director of Engineering shall require that the minimum requirements of Section 10-8-1-H be met.

In addition, the general requirements of Section 10-8-1-I shall be met for all developments meeting the requirements of Section 10-8-1-F, 10-8-1-G, or 10-8-1-H. The Director of Engineering shall assure that all subdivision proposals shall meet the requirements of Section 10-8-1-J.

If a variance is to be granted for a proposal, the Director of Engineering shall review the requirements of Section 10-8-1-K to make sure they are met. In addition, the Director of Engineering shall complete all notification requirements.

In order to assure that property owners obtain permits as required by this Section of the Municipal Code, the Director of Engineering may take any and all actions as outlined in Section 10-8-1-M.

D. *Duties of the Enforcement Official.* The Director of Engineering shall be responsible for the general administration and enforcement of this Section of the Municipal Code, which shall include the following:

1. *Determining the Floodplain Designation.* Check all new development sites to determine whether they are in a Special Flood Hazard Area (SFHA). If they are in a SFHA, determine whether they are in a floodway, flood fringe or a floodplain on which a detailed study has not been conducted which drains more than one square mile. Check whether the development is potentially within an extended SFHA (with a drainage area less than one square mile), indicating that the development would have adverse impacts regarding storage, conveyance, or inundation which would be the basis for the applicant being required to delineate the floodplain and floodway and be subject to the remaining Sections herein.
2. *Professional Engineer Review.* If the development site is within a floodway or in a floodplain on which a detailed study has not been conducted and which drains more than one square mile, then the permit shall be referred to a licensed professional engineer (P.E.) under the employ or contract of the Village for review to ensure that the development meets the requirements of Section 10-8-1-G or 10-8-1-H. In the case of an Appropriate Use, the P.E. shall state in writing that the development meets the requirements of Section 10-8-1-G.
3. *Dam Safety Requirements.* Dams are classified as to their size and their hazard/damage potential in the event of failure. The construction or major modification of all Class I (high hazard) and Class II (moderate hazard) dams require an IDNR/OWR dam safety permit. Some Class III (low hazard) dams require an IDNR/OWR dam safety permit, depending on the drainage area to the dam, the height of the dam and the impounding capacity behind the dam. Most off-channel detention basins that have an embankment are non-jurisdictional Class III dam. It is not required that IDNR/OWR "sign-off" on all non-jurisdictional Class III dams. A consulting engineer with dam safety knowledge can estimate a hazard classification and determine if an IDNR/OWR dam safety permit is required. A permit application submittal must be made to IDNR/OWR for the construction or major modification of jurisdictional dams. Regulated dams may include weirs, restrictive culverts or impoundment structures.
4. *Other permit requirements.* Ensure that any and all required federal, state and local permits are received prior to the issuance of a floodplain development permit.
5. *Plan Review and Permit Issuance.* Ensure that all development activities within the SFHAs of the jurisdiction of the Village meet the requirements of this Section of the Municipal Code, and issue a floodplain development permit in accordance with the provisions of this Section and other regulations of this community when the development meets the conditions of this Section.
6. *Inspection Review.* Inspect all development projects before, during and after construction to assure proper elevation of the structure and to ensure compliance with the provisions of this Section of the

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- Municipal Code and schedule on an annual basis an inspection of the floodplain and document the results of the inspection.
7. *Damage Determinations.* Make damage determinations of all damaged buildings in the SFHA after a flood to determine substantially damaged structures which must comply with Section 10-8-1-I-3-c.
 8. *Elevation and Floodproofing Certificates.* Maintain in the permit files of the Department of Code Enforcement an Elevation Certificate certifying the elevation of the lowest floor (including basement) of a residential or non-residential building subject to Section 10-8-1-I, and/or the elevation to which a non-residential building has been floodproofed, using a Floodproofing Certificate, for all buildings subject to Section 10-8-1-I.
 9. *Records for Public Inspection.* Maintain for public inspection and furnish upon request base flood data, SFHA and designated floodway maps, copies of federal or state permit documents, variance documentation, Conditional Letter of Map Revision, Letter of Map Revision, Letter of Map Amendment and "as built" elevation and floodproofing and/or elevation certificates for all buildings constructed subject to this Section of the Municipal Code.
 10. *State Permits.* Ensure that construction authorization has been granted by IDNR/OWR, for all development projects subject to Sections 10-8-1-G and 10-8-1-H, unless enforcement responsibility has been delegated to the Village. However, the following review approvals are not delegated to the Village and shall require review or permits from IDNR/OWR:
 - a. Organizations which are exempt from this Section of the Municipal Code, as per the Illinois Compiled Statutes;
 - b. IDNR/OWR projects, dams or impoundment structures as defined in Section 10-8-1-B-16 and all other state, federal or local unit of government projects, including projects of the Village and County, except for those projects meeting the requirements of Section 10-8-1-G-2-a;
 - c. An engineer's determination that an existing bridge or culvert crossing is not a source of flood damage and the analysis indicating the proposed flood profile, per Section 10-8-1-G-2-c-5);
 - d. An engineer's analysis of the flood profile due to Section 10-8-1-G-2-c-4);
 - e. Alternative transition sections and hydraulically equivalent compensatory storage as indicated in Section 10-8-1-G-2-c (G-2-c-1), G-2-c-2), G-2-c-8));
 - f. Permit issuance of structures within, under, or over publicly navigable rivers, lakes and streams;
 - g. Any changes in the mapped floodway or published flood profiles.
 11. *Cooperation with Other Agencies.* Cooperate with state and federal floodplain management agencies to improve base flood or 100-year frequency flood and floodway data and to improve the administration of this Section of the Municipal Code. Submit data to IDNR/OWR and the Federal Emergency Management Agency for proposed revisions of a designated map within six months whenever a modification of the floodplain may change the base flood elevation or result in a change to the floodplain map. Submit reports as required for the National Flood Insurance Program. Notify the Federal Emergency Management Agency of any proposed amendments to this Section.
 12. *Promulgate Regulations.* Promulgate rules and regulations as necessary to administer and enforce the provisions of this Section of the Municipal Code, subject however to the review and approval of IDNR/OWR and FEMA for any changes to this Section.
- E. *Base Flood Elevation.* The protection standard for this Section of the Municipal Code is based on the Flood Insurance Study for the Village. If a base flood elevation or 100-year frequency flood elevation is not available for a particular site, then the protection standard shall be according to the best existing data available from federal, state or other resources. When a party disagrees with the best available data, they

shall submit a detailed engineering study needed to replace existing data with better data and submit it to IDNR/OWR and FEMA for review and consideration prior to any development of the site.

1. The base flood or 100-year frequency flood elevation for the SFHAs of Salt Creek, Tributary A of the West Branch of Salt Creek, Higgins Road Tributary to Tributary A of the West Branch of Salt Creek and St. Michael's Tributary to Salt Creek, Poplar Creek, East Branch of Poplar Creek, and Schaumburg Branch of Poplar Creek shall be delineated on the 100-year flood profiles in the Flood Insurance Study for Cook and Kane Counties prepared by FEMA and dated August 19, 2008 and August 3, 2009, respectively and such amendments to such study and maps as may be prepared from time to time.
 2. The base flood or 100-year frequency flood elevation for the SFHAs of those parts of unincorporated Cook and Kane Counties that are within the extraterritorial jurisdiction of the Village or that may be annexed into the Village shall be delineated on the 100-year flood profiles in the Flood Insurance Study of Cook County prepared by FEMA and dated August 19, 2008, and of Kane County prepared by FEMA and dated August 3, 2009, and such amendments or revisions to such study and maps as may be prepared from time to time.
 3. The base flood or 100-year frequency flood elevation for each SFHA delineated as an "AH Zone" or "AO Zone" be that elevation (or depth) delineated on the countywide Flood Insurance Rate Map of Cook and Kane Counties.
 4. The base flood or 100-year frequency flood elevation for each of the remaining SFHAs delineated as an "A Zone" on the countywide Flood Insurance Rate Map of Cook and Kane Counties shall be according to the best existing data available from federal, state or other sources. Should no other data exist, an engineering study must be financed by the applicant to determine base flood elevations. When no base flood or 100-year frequency flood elevation exists, the base flood or 100-year frequency flood elevation for a riverine SFHA shall be determined from a backwater model, such as HEC-II, HEC-RAS, or a dynamic model such as HIP. The flood flows used in the hydraulic models shall be obtained from a hydrologic model, such as HEC-I, HEC-HMS, TR-20, or HIP, or by techniques presented in various publications prepared by the United States Geological Survey for estimating peak flood discharges. For a non-riverine SFHA, the Base Flood Elevation shall be the historic Flood of Record plus three feet, unless calculated by a detailed engineering study. For an unmapped extended SFHA (with a drainage area less than one square mile) which has been identified by the Director of Engineering pursuant to Section 10-8-1-D-1, the base flood elevation shall be determined by the applicant utilizing a method as approved in Section 10-8-1-E-1.
- F. *Occupation and Use of Flood Fringe Areas.* Development in and/or filling of the flood fringe will be permitted if protection is provided against the base flood or 100-year frequency flood by proper elevation, and compensatory storage, and other applicable provisions of this Section of the Municipal Code. No use will be permitted which adversely affects the capacity of drainage facilities or systems. Developments located within the flood fringe shall meet the requirements of this Section, along with the requirements of Section 10-8-1-I.
1. *Development Permit.* No person, firm, corporation, or governmental body not exempted by law shall commence any development in the SFHA without first obtaining a development permit from the Director of Engineering.
 - a. Application for a development permit shall be made on a form provided by the Director of Engineering. The application shall be accompanied by drawings of the site, drawn to scale, showing property line dimensions and legal description for the property and sealed by a licensed engineer, architect or land surveyor; existing grade elevations, using the North American Vertical Datum of 1988, and all changes in grade resulting from excavation or filling; the location and dimensions of all buildings and additions to buildings. For all proposed buildings, the elevation of the lowest floor (including basement) and lowest adjacent grade shall be shown on the submitted plans and the development will be subject to the requirements of Section 10-8-1-I.

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- b. Upon receipt of a development permit application, the Director of Engineering shall compare the elevation of the site to the base flood or 100-year frequency flood elevation. Any development located on land that can be shown to have been higher than the base flood elevation of the current Flood Insurance Rate Map and which has not been filled after the date of the site's first Flood Insurance Rate Map without a permit as required by this Section is not in the SFHA and, therefore, not subject to the requirements of this Section of the Municipal Code. The Director of Engineering shall maintain documentation of the existing ground elevation at the development site and certification that this ground elevation existed prior to the date of the site's first Flood Insurance Rate Map identification.
 - c. A soil erosion and sedimentation control plan for disturbed areas shall be submitted. This plan shall include a description of the sequence of grading activities and the temporary sediment and erosion control measures to be implemented to mitigate their effects. This plan shall also include a description of final stabilization and revegetation measures and the identification of a responsible party to ensure post-construction maintenance.
 - d. The Director of Engineering shall be responsible for obtaining from the applicant, copies of all other local, state and federal permits, approvals or waivers that may be required for this type of activity. The Director of Engineering shall not issue a permit unless all other local, state and federal permits have been obtained.
2. *Preventing Increased Damages.* No development in the flood fringe shall create a threat to public health and safety.
- a. If fill is being used to elevate the site above the base flood or 100-year frequency flood elevation, the applicant shall submit sufficient data and obtain a letter of map revision (LOMR) from FEMA for the purpose of removing the site from the floodplain.
 - b. *Compensatory Storage.* Whenever any portion of a floodplain is authorized for use, the volume of space which will be occupied by the authorized fill or structure below the base flood or 100-year frequency flood elevation shall be compensated for and balanced by a hydraulically equivalent volume of excavation taken from below the base flood or 100-year frequency flood elevation. The excavation volume shall be at least equal to 1.5 times the volume of storage lost due to the fill or structure. In the case of streams and watercourses, such excavation shall be made opposite or adjacent to the areas so filled or occupied. All floodplain storage lost below the existing 10-year flood elevation shall be replaced below the proposed 10-year flood elevation. All floodplain storage lost above the existing 10-year flood elevation shall be replaced above the proposed ten-year flood elevation. All such excavations shall be constructed to drain freely and openly to the watercourse.
3. *Construction of the Lowest Floor Below The Base Flood Elevation (BFE).* A person who has obtained a Letter of Map Revision Based on Fill that removes a site in the flood fringe from the floodplain due to the use of fill to elevate the site above the BFE, may apply for a permit from the Village to construct the lowest floor of a residential building below the BFE in the flood fringe. The Director of Engineering shall not issue such a permit unless the applicant has complied with all criteria set forth in the following subsection.
- a. Compensatory storage shall be provided per Section 10-8-1-F-2-b.
 - b. The elevation of the lowest opening in the basement wall (i.e., window wells, access ways) shall be at or above the Flood Protection Elevation (FPE).
 - c. The lowest adjacent grade to the foundation shall be at or above the FPE, for a minimum distance of ten feet beyond the outside face of the structure. However, if site conditions are such that this requirement cannot be met, the Director of Engineering may waive the ten-foot

minimum setback if an Illinois Licensed Professional Engineer certifies that an alternative method to protect the building from damage due to hydrostatic pressures has been met. The certifications shall be in the form of a detailed soils and structural design analysis, which shall be submitted to the Director of Engineering for review. The Director of Engineering may require such additional documentation as necessary to prove that the proposed shorter setback distance will keep the structure reasonably safe. In no case shall the setback be less than four feet.

- d. The grade around the perimeter of the structure, measured at a distance of 20 feet from the structure, shall be above the BFE. However, if site conditions are such that this requirement cannot be obtained, the Director of Engineering may waive the 20-foot minimum setback distance if an Illinois Licensed Professional Engineer certifies that an alternative method to protect the building from damages due to hydrostatic pressures have been met. A detailed soils analysis and structural design proving that a shorter setback distance will keep the structure reasonably safe from flooding, shall be submitted to the Village for review. In no case shall the setback distance be less than four feet.
- e. The ground around the building shall be compacted fill that meets all requirements of this subsection and is at least five feet thick under the basement floor slab. Nothing in this subsection shall be interpreted to require the removal or replacement of fill that was placed as part of a LOMR-F, if such fill consists of material, including soils of similar classification and degree permeability, such as those classified as CH, CL, SC or ML according to ASTM standard D-2487, Classification of Soils for Engineering Purposes.
- f. The fill material must be homogeneous and isotropic; that is, the soil must be all of one material, and the engineering priorities must be in the same direction.
- g. All fill material and compaction shall be designed, certified and inspected by an Illinois Licensed Professional Engineer, as warranted by the site conditions.
- h. The basement floor shall be at an elevation that is no more than five feet below the BFE.
- i. There shall be a granular drainage layer beneath the floor slab, and minimum of ¼ horsepower sump pump with a backup power supply shall be provided to remove seepage flow. The pump shall be rated at four times the estimated seepage rate and shall discharge above the BFE and away from the building in order to prevent flooding of the basement or uplift of the floor under the effect of the seepage pressure.
- j. The drainage system shall be equipped with a positive means of preventing backflow.
- k. All foundations elements shall be designed to withstand hydrostatic pressure in accordance with accepted engineering practices.
- l. If the applicant is unable to meet all of the requirements set forth in the preceding paragraphs of this subsection, the Director of Engineering may allow the construction of a basement below the BFE only if the applicant demonstrates that the proposed fill and structure meet the guidelines and requirements set forth in FEMA Technical Bulletin 10-01 and are reasonably safe from flooding. In order to demonstrate that the proposed structure is reasonably safe from flooding, the applicant shall submit a detailed engineering analysis of the proposed fill and foundation wall. The engineered basement study shall be completed in accordance with the latest edition of FEMA Technical Bulletin 10-01, with the analysis of the fill being prepared by an Illinois Licensed Professional Engineer.
- m. In order to provide the required compensatory storage on site, in no case shall the depth of excavation in the front and side yards of the lot exceed 18 inches, as measured from the previously existing natural grade. The rear yard shall be permitted to have a greater depth of excavation, if necessary. All such excavation shall be constructed to drain freely and openly to the

watercourse or storm sewer system. The use of mechanical means to drain the compensatory storage area will not be permitted.

G. *Occupation and Use of Designated Floodways.* This Section applies to proposed development, redevelopment, site modification or building modification within a designated floodway. The designated floodway for Salt Creek, Tributary A of the West Branch of Salt Creek, Higgins Road Tributary to Tributary A of the West Branch of Salt Creek, St. Michael's Tributary to Salt Creek, Poplar Creek, East Branch of Poplar Creek, and Schaumburg Branch of Poplar Creek shall be as delineated on the countywide Flood Insurance Rate Map of Cook and Kane Counties and referenced in Section 10-8-1-B-26. Only those uses and structures will be permitted which meet the criteria in this Section. All floodway modifications shall be the minimum necessary to accomplish the purpose of the project. The development shall also meet the requirements of Section 10-8-1-I.

1. *Development Permit.* No person, firm, corporation or governmental body not exempted by state law shall commence any development in a floodway without first obtaining a development permit from the Director of Engineering and IDNR/OWR.

a. Application for a development permit shall be made on a form provided by the Director of Engineering. The application shall include the following information:

- 1) Name and address of applicant.
- 2) Site location (including legal description) of the property, drawn to scale, on the designated floodway map, indicating whether it is proposed to be in an incorporated or unincorporated area.
- 3) Name of stream or body of water affected.
- 4) Description of proposed activity.
- 5) Statement of purpose of proposed activity.
- 6) Anticipated dates of initiation and completion of activity.
- 7) Name and mailing address of the owner of the subject property if different from the applicant.
- 8) Signature of applicant or the applicant's agent.
- 9) If the applicant is a corporation, the president or other authorized officer shall sign the application form.
- 10) If the applicant is a partnership, each partner shall sign the application form.
- 11) If the applicant is a land trust, the trust officer shall sign the name of the trustee by him (her) as trust officer. A disclosure affidavit shall be filed with the application, identifying each beneficiary of the trust by name and address and defining the respective interests therein.
- 12) Plans of the proposed activity shall be provided which include as a minimum:
 - (a) A vicinity map showing the site of the activity, name of the waterway, boundary lines, names of roads in the vicinity of the site, graphic or numerical scale, and north arrow.
 - (b) A plan view of the project and engineering study reach showing existing and proposed conditions including principal dimensions of the structure or work, elevations, using the North American Vertical Datum of 1988, adjacent property lines and ownership, drainage and flood control easements, location of any

channels and any existing or future access roads, distance between proposed activity and navigation channel (when the proposed construction is near a commercially navigable body of water), designated floodway limit, floodplain limit, specifications and dimensions of any proposed channel modifications, location and orientation of cross-sections, north arrow, and a graphic or numerical scale.

- (c) Cross-section views of the project and engineering study reach showing existing and proposed conditions including principal dimensions of the work as shown in plan view, existing and proposed elevations, normal water elevation, ten-year frequency flood elevation, 100-year frequency flood elevation, and graphic or numerical scales (horizontal and vertical).
 - (d) A soil erosion and sediment control plan for disturbed areas. This plan shall include a description of the sequence of grading activities and the temporary sediment and erosion control measures to be implemented to mitigate their effects. This plan shall also include a description of final stabilization and revegetation measures, and the identification of a responsible party to ensure post-construction maintenance.
 - (e) A copy of the designated floodway map, marked to reflect any proposed change in the designated floodway location.
- 13) Any and all other local, state and federal permits or approval letters that may be required for this type of development.
- 14) Engineering calculations and supporting data shall be submitted showing that the proposed work will meet the permit criteria of Section 10-8-1-G-2.
- 15) If the designated floodway delineation, base flood or 100-year frequency flood elevation will change due to the proposed project, the application will not be considered complete until IDNR/OWR has indicated conditional approval of the designated floodway map change. No structures may be built until a Letter of Map Revision has been approved by FEMA.
- 16) The application for a structure shall be accompanied by drawings of the site, drawn to scale showing property line dimensions and existing ground elevations and all changes in grade resulting from any proposed excavation or filling, and floodplain and floodway limits; sealed by a licensed professional engineer, licensed architect or licensed land surveyor; the location and dimensions of all buildings and additions to buildings; and the elevation of the lowest floor (including basement) of all proposed buildings subject to the requirements of Section 10-8-1-I.
- 17) If the proposed project involves a channel modification, the applicant shall submit the following information:
 - (a) A discussion of the purpose of and need for the proposed work.
 - (b) A discussion of the feasibility of using alternative locations or methods (see Section 10-8-1-G-2-c-9)) to accomplish the purpose of the proposed work.
 - (c) An analysis of the extent and permanence of the impacts each feasible alternative identified in 10-8-1-G-2-c-9) of this Section would have on the physical and biological conditions of the body of water affected.
 - (d) An analysis of the impacts of the proposed project, considering cumulative effects on the physical and biological conditions of the body of water affected.

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- b. The Director of Engineering shall be responsible for obtaining from the applicant copies of all other local, state, and federal permits and approvals that may be required for this type of activity. The Director of Engineering shall not issue the development permit unless all required federal and state permits have been obtained. A Licensed Professional Engineer, under the employ or contract of the Village, shall review and approve applications reviewed under this Section.
2. *Preventing Increased Damages and a List of Appropriate Uses.*
- a. The only development in a floodway which will be allowed are Appropriate Uses, which will not cause a rise in the base flood elevation, and which will not create a damaging or potentially damaging increase in flood heights or velocity, be a threat to public health and safety and welfare, impair the natural hydrologic and hydraulic functions of the floodway or channel, or permanently impair existing water quality or aquatic habitat. Construction impacts shall be minimized by appropriate mitigation methods as called for in this Section of the Municipal Code. Only those Appropriate Uses listed in 17 IL Adm. Code Part 3708 will be allowed. The approved Appropriate Uses are as follows:
- 1) Flood control structures, dikes, dams and other public works or private improvements relating to the control of drainage, flooding, erosion, or water quality or habitat for fish and wildlife.
 - 2) Structures or facilities relating to the use of, or requiring access to, the water or shoreline, such as pumping and treatment facilities and facilities and improvements related to recreational boating, and commercial shipping and other functionally water dependent uses.
 - 3) Storm and sanitary sewer relief outfalls.
 - 4) Underground and overhead utilities.
 - 5) Recreational facilities such as playing fields and trail systems, including any related fencing (at least 50 percent open when viewed from any one direction) built parallel to the direction of flood flows, and including open air pavilions and toilet facilities (four stall maximum) that will not block flood flows nor reduce floodway storage.
 - 6) Detached garages, storage shed, or other non-habitable accessory structures that will not block flood flows nor reduce floodway storage.
 - 7) Bridges, culverts, roadways, sidewalks, railways, runways and taxiways and any modification thereto.
 - 8) Parking lots built at or below existing grade where either:
 - (a) The depth of flooding at the 100-year frequency flood event will not exceed 1.0 foot; or
 - (b) The applicant of a short-term recreational use facility parking lot formally agrees to restrict access during overbank flooding events and accepts liability for all damage caused by vehicular access during all overbank flooding events.
 - 9) Designated floodway regrading, without fill, to create a positive non-erosive slope toward a watercourse.
 - 10) Floodproofing activities to protect previously existing lawful structures including the construction of watertight window wells, elevating structures, or construction of floodwalls around residential, commercial or industrial principal structures where the outside toe of

the floodwall shall be no more than ten feet away from the exterior wall of the existing structure, and which are not considered substantial improvements to the structure.

- 11) The replacement, reconstruction or repair of a damaged building, provided that the outside dimensions are not increased, and if the building was damaged to 50 percent or more of the market value before the damage occurred, the building will be protected from flooding to the flood protection elevation.
 - 12) Modifications to an existing building that would not increase the enclosed floor area of the building below the 100-year frequency flood elevation, and which will not block flood flows including but not limited to, fireplaces, bay windows, decks, patios and second story additions. If the building is improved to 50 percent or more of the market value before the modification occurred (i.e., a substantial improvement), the building will be protected from flooding to the flood protection elevation.
- b. Appropriate uses do not include the construction or placement of any new structures, fill, building additions, buildings on stilts, excavation or channel modifications done to accommodate otherwise non-appropriate uses in the floodway, fencing (including landscaping or planting designed to act as a fence) and storage of materials except as specifically defined above as an Appropriate Use.
 - c. Within the designated floodway, the construction of an Appropriate Use, will be considered permissible provided that the proposed project meets the following engineering and mitigation criteria and is so stated in writing with supporting plans, calculations and data by a licensed professional engineer and provided that any structure meets the protection requirements of Section 10-8-1-I.
- 1) *Preservation of Flood Conveyance, so as Not to Increase Flood Stages Upstream.* For appropriate uses other than bridge or culvert crossings, on-stream structures or dams, all effective designated floodway conveyance lost due to the project will be replaced for all flood events up to and including the 100-year frequency flood. In calculating effective designated floodway conveyance, the following factors shall be taken into consideration:
 - (a) Designated floodway conveyance, "K" = $(1.486/n)(AR^{2/3})$ where "n" is Manning's roughness factor, "A" is the effective area of the cross-section, and "R" is the ratio of the area to the wetted perimeter. (See Open Channel Hydraulics, Ven Te Chow, 1959, McGraw-Hill Book Company, New York.)
 - (b) The same Manning's "n" value shall be used for both existing and proposed conditions unless a recorded maintenance agreement with a federal, state, or local unit of government can assure the proposed conditions will be maintained or the land cover is changing from a vegetative to a non-vegetative land cover.
 - (c) Transition sections shall be provided and used in calculations of effective designated floodway conveyance. The following expansion and contraction ratios shall be used unless an applicant's engineer can prove to IDNR/OWR through engineering calculations or model tests that more abrupt transitions may be used with the same efficiency:
 - (i) When water is flowing from a narrow section to a wider section, the water shall be assumed to expand no faster than at a rate of one-foot horizontal for every four feet of the flooded stream's length.
 - (ii) When water is flowing from a wide section to a narrow section, the water shall be assumed to contract no faster than at a rate of one-foot horizontal for every one-foot of the flooded stream's length.

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- (iii) When expanding or contracting flows in a vertical direction, a minimum of one-foot vertical transition for every ten feet of stream length shall be used.
 - (iv) Transition sections shall be provided between cross-sections with rapid expansions and contractions and when meeting the designated floodway delineation on adjacent properties.
 - (v) All cross-sections used in the calculations shall be located perpendicular to flood flows.
- 2) *Preservation of Floodway Storage so as Not to Increase Downstream Flooding.* Compensatory storage shall be provided for any designated floodway storage lost due to the proposed work from the volume of fill or structures placed and the impact of any related flood control projects. Compensatory storage for fill or structures shall be equal to at least 1.5 times the volume of floodplain storage lost. Artificially created storage lost due to a reduction in head loss behind a bridge shall not be required to be replaced. The compensatory designated floodway storage shall be placed between the proposed normal water elevation and the proposed 100-year flood elevation. All designated floodway storage lost below the existing ten-year flood elevation shall be replaced below the proposed ten-year flood elevation. All designated floodway storage lost above the existing ten-year flood elevation shall be replaced above the proposed ten-year flood elevation. All such excavations shall be constructed to drain freely and openly to the watercourse. If the compensatory storage will not be placed at the location of the proposed construction, the applicant's engineer shall demonstrate through a determination of flood discharges and water surface elevations that the compensatory storage is hydraulically equivalent. There shall be no reduction in floodway surface area as a result of a floodway modification, unless such modification is necessary to reduce flooding at existing structure.
- 3) *Preservation of Floodway Velocities so as Not to Increase Stream Erosion or Flood Heights.* For all Appropriate Uses, except bridges or culverts or on-stream structures, the proposed work will not result in an increase in the average channel or designated floodway velocities or stage for all flood events up to and including the 100-year frequency event. In the case of bridges or culverts or on-stream structures built for the purpose of backing up water in the stream during normal or flood flows, velocities may be increased at the structure site if scour, erosion and sedimentation will be avoided by the use of rip-rap or other design measures.
- 4) *Construction of New Bridges or Culvert Crossings and Roadway Approaches.* The proposed structure shall not result in an increase of upstream flood stages greater than 0.1 foot when compared with the existing conditions for all flood events up to and including the 100-year frequency event; or the upstream flood stage increases will be contained within the channel banks (or within existing vertical extensions of the channel banks) such as within the design protection grade of existing levees or flood walls or within recorded flood easements. If the proposed construction will increase upstream flood stages greater than 0.1 feet, the developer must contact IDNR/OWR to obtain a permit for a dam or waiver.
- (a) The engineering analysis of upstream flood stages must be calculated using the flood study flows and corresponding flood elevations for tailwater conditions for the flood study specified in Section 10-8-1-E. Bridges and culverts must be analyzed using any commonly accepted FEMA approved hydraulic models.
 - (b) Lost floodway storage must be compensated per Section 10-8-1-G-2-c-2).
 - (c) Velocity increases must be mitigated per Section 10-8-1-G-2-c-3).

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- (d) If the crossing is proposed over public water that is used for recreational or commercial navigation, a IDNR/OWR permit must be received.
 - (e) The hydraulic analysis for the backwater caused by the bridge showing the existing condition and proposed designated profile must be submitted to IDNR/OWR for concurrence that a CLOMR is not required by Section 10-8-1-G-2.
 - (f) All excavations for the construction of the crossing shall be designed per Section 10-8-1-G-2-c-8).
- 5) *Reconstruction or Modification of Existing Bridges, Culverts, and Approach Roads.*
- (a) The bridge or culvert and roadway approach reconstruction or modification shall be constructed with no more than 0.1 foot increase in backwater over the existing flood profile for all flood frequencies up to and including the 100-year event, if the existing structure is not a source of flood damage.
 - (b) If the existing bridge or culvert and roadway approach is a source of flood damage to buildings or structures in the upstream floodplain, the applicant's engineer shall evaluate the feasibility of redesigning the structure to reduce the existing backwater, taking into consideration the effects on flood stages on upstream and downstream properties.
 - (c) The determination as to whether or not the existing crossing is a source of flood damage and should be redesigned must be prepared in accordance with 17 IL Adm. Code Part 3708 (Floodway Construction in Northeastern Illinois) and submitted to the IDNR/OWR for review and concurrence before a permit is issued.
- 6) *On-Stream Structures Built for the Purpose of Backing Up Water.* Any increase in upstream flood stages greater than 0.0 foot when compared with the existing conditions, for all flood events up to and including the 100-year frequency event shall be contained within the channel banks (or within existing vertical extensions of the channel banks) such as within the design protection grade of existing levees or flood walls or within recorded flood easements. A permit or letter indicating a permit is not required must be obtained from IDNR/OWR for any structure built for the purpose of backing up water in the stream during normal or flood flow. All dams and impoundment structures as defined in Section 10-8-1-B-16 shall meet the permitting requirements of 17 Ill. Adm. Code Part 3702 (Construction and Maintenance of Dams). If the proposed activity involves a modification of the channel or floodway to accommodate an impoundment, it shall be demonstrated that:
- (a) The impoundment is determined to be in the public interest by providing flood control, public recreation, or regional stormwater detention;
 - (b) The impoundment will not prevent the migration of indigenous fish species, which require access to upstream areas as part of their life cycle, such as for spawning;
 - (c) The impoundment will not cause or contribute to degraded water quality or habitat conditions. Impoundment design should include gradual bank slopes, appropriate bank stabilization measures, and a pre-sedimentation basin;
 - (d) A non-point source control plan has been implemented in the upstream watershed to control the effects of sediment runoff as well as minimize the input of nutrients, oil and grease, metals, and other pollutants. If there is more

than one municipality in the upstream watershed, the municipality in which the impoundment is constructed should coordinate with upstream municipalities to ensure comprehensive watershed control;

- (e) The project otherwise complies with the requirements of Section 10-8-1-G.
- 7) *Floodproofing of Existing Habitable, Residential and Commercial Structures.* If construction is required beyond the outside dimensions of the existing building, the outside perimeter of the floodproofing construction shall be placed no further than ten feet from the outside of the building. Compensation of lost storage and conveyance will not be required for floodproofing activities.
- 8) *Excavation in the Floodway.* When excavation is proposed in the design of bridges and culvert openings, including the modifications to and replacement of existing bridge and culvert structures, or to compensate for lost conveyance for other Appropriate Uses, transition sections shall be provided for the excavation. The following expansion and contraction ratios shall be used unless an applicant's engineer can prove to IDNR/OWR through engineering calculations or model tests that more abrupt transitions may be used with the same efficiency:
 - (a) When water is flowing from a narrow section to a wider section, the water shall be assumed to expand no faster than at a rate of one-foot horizontal for every four feet of the flooded stream's length; and
 - (b) When water is flowing from a wide section to a narrow section, the water shall be assumed to contract no faster than at a rate of one-foot horizontal for every one-foot of the flooded stream's length; and
 - (c) When expanding or contracting flows in a vertical direction, a minimum of one-foot vertical transition for every ten feet of stream length shall be used; and
 - (d) Erosion/scour protection shall be provided inland upstream and downstream of the transition sections.
- 9) If the proposed activity involves a channel modification, it shall be demonstrated that:
 - (a) There are no practicable alternatives to the activity which would accomplish its purpose with less impact to the natural conditions of the body of water affected. Possible alternatives include levees, bank stabilization, flood proofing of existing structures, removal of structures from the floodplain, clearing the channel, high flow channel, or the establishment of a stream side buffer strip or green belt. Channel modification is acceptable if the purpose is to restore natural conditions and improve water quality and fish and wildlife habitat;
 - (b) Water quality, habitat, and other natural functions would be significantly improved by the modification and no significant habitat area may be destroyed, or the impacts are offset by the replacement of an equivalent degree of natural resource values;
 - (c) The activity has been planned and designed and will be constructed in a way which will minimize its adverse impacts on the natural conditions of the body of water affected, consistent with the following criteria:
 - (i) The physical characteristics of the modified channel shall match as closely as possible those of the existing channel in length, cross-section, slope and sinuosity. If the existing channel has been previously modified,

restoration of more natural physical conditions should be incorporated into channel modification design, where practical.

- (ii) Hydraulically effective transitions shall be provided at both the upstream and downstream ends of the project, designed such that they will prevent erosion.
- (iii) One-sided construction of a channel shall be used when feasible. Removal of streamside (riparian) vegetation should be limited to one side of the channel, where possible, to preserve the shading and stabilization effects of the vegetation.
- (iv) Clearing of stabilizing vegetation shall be limited to that which is essential for construction of the channel.
- (v) Channel banks shall be constructed with a side slope no steeper than 3:1 horizontal to vertical, wherever practicable. Natural vegetation and gradual side slopes are the preferred methods for bank stabilization. Where high velocities or sharp bends necessitate the use of alternative stabilization measures, soil bioengineering techniques, natural rock or rip-rap are preferred approaches. Artificial materials such as concrete, gabions, or construction rubble should be avoided unless there are no practicable alternatives.
- (vi) All disturbed areas associated with the modification shall be seeded or otherwise stabilized as soon as possible upon completion of construction. Erosion blanket or an equivalent material shall be required to stabilize disturbed channel banks prior to establishment of the vegetative cover.
- (vii) If the existing channel contains considerable bottom diversity such as deep pools, riffles, and other similar features, such features shall be provided in the new channel. Spawning and nesting areas and flow characteristics compatible with fish habitat shall also be established, where appropriate.
- (viii) A sediment basin shall be installed at the downstream end of the modification to reduce sedimentation and degradation of downstream water quality.
- (ix) New or relocated channels should be built in the dry and all items of construction, including vegetation, should be completed prior to diversion of water into the new channel.
- (x) There shall be no increases in stage or velocity as the channel enters or leaves the project site for any frequency flood unless necessitated by a public flood control project or unless such an increase is justified as part of a habitat improvement or erosion control project.
- (xi) Unless the modification is for a public flood control project, there shall be no reduction in the volume of floodwater storage outside the floodway as a result of the modification; and

(d) The project otherwise complies with the requirements of Section 10-8-1-G.

- 10) *Seeding and Stabilization Plan.* For all activities located in a floodway, a seeding and stabilization plan shall be submitted by the applicant.

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- 11) *Soil Erosion and Sedimentation Control Measures.* For all activities in the floodway, including grading, filling, and excavation, in which there is potential for erosion of exposed soil, soil erosion and sedimentation control measures shall be employed consistent with the following criteria:
- (a) The construction area shall be minimized to preserve the maximum vegetation possible. Construction shall be scheduled to minimize the time soil is exposed and unprotected. In no case shall the existing natural vegetation be destroyed, removed, or disturbed more than 15 days prior to the initiation of improvements.
 - (b) Temporary and/or permanent soil stabilization shall be applied to denuded areas as soon as possible. As a minimum, soil stabilization shall be provided within 15 days after final grade is reached on any portion of the site, and within 15 days to denuded areas which may not be at final grade but will remain undisturbed for longer than 60 days.
 - (c) Sedimentation control measures shall be installed before any significant grading or filling is initiated on the site to prevent the movement of eroded sediments off site or into the channel. Potential sediment control devices include filter fences, straw bale fences, check dams, diversion ditches, and sediment traps and basins.
 - (d) A vegetated buffer strip of at least 25 feet in width shall be preserved and/or re-established, where possible, along existing channels. (See Section 10-8-1-G-2-c-16.) Construction vehicle use of channels shall be minimized. Temporary stream crossings shall be constructed, where necessary, to minimize erosion. Necessary construction in or along channels shall be restabilized immediately.
 - (e) Soil erosion and sedimentation control measures shall be designed and implemented consistent with "Procedures and Standards for Urban Soil Erosion and Sedimentation Control in Illinois" (1988) also known as the "Green Book" and "The Illinois Urban Manual" (NRCS, 1995).
- 12) *Public Flood Control Projects.* For public flood control projects, the permitting requirements of this Section will be considered met if the applicant can demonstrate to IDNR/OWR through hydraulic and hydrologic calculations that the proposed project will not singularly or cumulatively result in increased flood heights outside the project right-of-way or easements for all flood events up to and including the 100-year frequency event.
- 13) *General Criteria for Analysis of Flood Elevations.*
- (a) The flood profiles, flows and floodway data in the designated floodway study, referenced in Section 10-8-1-E, must be used for analysis of the base conditions. If the study data appears to be in error or conditions have changed, IDNR/OWR shall be contacted for approval and concurrence on the appropriate base conditions data to use.
 - (b) If the 100-year designated floodway elevation at the site of the proposed construction is affected by backwater from a downstream receiving stream with a larger drainage area, the proposed construction shall be shown to meet the requirements of this Section for the 100-year frequency flood elevations of the designated floodway conditions and conditions with the receiving stream at normal water elevations.

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- (c) If the applicant learns from IDNR/OWR, local governments, or a private owner that a downstream restrictive bridge or culvert is scheduled to be removed, reconstructed, modified, or a regional flood control project is scheduled to be built, removed, constructed or modified within the next five years, the proposed construction shall be analyzed and shown to meet the requirements of this Section for both the existing conditions and the expected flood profile conditions when the bridge, culvert or flood control project is built.
- 14) *Conditional Letter of Map Revision.* If the Appropriate Use would result in a change in the designated floodway location or the 100-year frequency flood elevation, the applicant shall submit to IDNR/OWR and to FEMA all the information, calculations and documents necessary to be issued a conditional designated floodway map revision and receive from IDNR/OWR a conditional concurrence of the designated floodway change before a permit is issued. However, the final designated floodway map will not be changed by FEMA until as-built plans or record drawings of initial filling, grading, dredging or excavating activities are submitted and accepted by FEMA and IDNR/OWR. In the case of non-government projects, the municipality in incorporated areas and the county in unincorporated areas shall concur with the proposed conditional designated floodway map revision before IDNR/OWR approval can be given. No filling, grading, dredging or excavating shall take place until a conditional approval is issued. After initial filling, grading, dredging or excavating, no activities shall take place until a final Letter of Map Revision (LOMR) is issued by FEMA with concurrence from IDNR/OWR.
- 15) *Professional Engineer's Supervision.* All engineering analyses shall be performed by or under the supervision of a licensed professional engineer.
- 16) For all activities in the floodway involving construction within 25 feet of the channel, the following criteria shall be met:
- (a) A natural vegetation buffer strip shall be preserved within at least 25 feet of the ordinary high water mark of the channel.
- (b) Where it is impossible to protect this buffer strip during the construction of an Appropriate Use, a vegetated buffer strip shall be established upon completion of construction.
- 17) After receipt of conditional approval of the designated floodway change and issuance of a permit and a Conditional Letter of Map Revision, construction as necessary to change the floodway designation may proceed but no buildings or structures or other construction that is not an Appropriate Use may be placed in that area until the designated floodway map is changed and a final Letter of Map Revision is received. The designated floodway map will be revised upon acceptance and concurrence by IDNR/OWR and FEMA of the "as-built" plans.
- d. *Development Activities in Delegated Communities Requiring State Review.* For those projects listed below located in a designated floodway, the following criteria shall be submitted to IDNR/OWR for their review and concurrence and/or permit prior to the issuance of a permit by a community or county delegated state permitting authority in the floodway:
- 1) An engineer's analysis of the flood profile due to a proposed bridge pursuant to Section 10-8-1-G-2-c-4).
- 2) An engineer's determination that an existing bridge or culvert crossing is not a source of flood damage and the analysis indicating the proposed flood profile, pursuant to Section 10-8-1-G-2-c-5).

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- 3) Alternative transition sections and hydraulically equivalent storage pursuant to Section 10-8-1-G-2-c-(1), 2), 8)).
 - 4) The construction of any IDNR/OWR projects, dams (as defined in Section 10-8-1-B-16) and all other state, federal or local units of government projects, including projects of the municipality or county.
 - 5) An engineer's determination that a proposed bridge affected by backwater from a downstream receiving stream may be built with a smaller opening.
 - 6) Projects which revise or establish the floodway and/or flood profiles.
 - 7) Projects in public bodies of water.
- e. *Other Permits.* In addition to the other requirements of this Section of the Municipal Code, a development permit for a site located in a floodway shall not be issued unless the applicant first obtains a permit or written documentation that a permit is not required from IDNR/OWR, issued pursuant to 615 ILCS 5/5 et seq. No correspondence from IDNR/OWR shall be required if the project meets the requirements of Regional Permit 3. No permit from IDNR/OWR shall be required if IDNR/OWR has delegated this responsibility to the Village.
 - f. *Permits for Dams.* Any work involving the construction, modification or removal of a dam as defined in Section 10-8-1-B-16 per 17 Illinois Administration Code Part 3702 (Rules for Construction of Dams) shall obtain an IDNR/OWR permit prior to the start of construction of a dam. If the Director of Engineering finds a dam that does not have an IDNR/OWR permit, the Director of Engineering shall immediately notify the IDNR/OWR Bartlett office. If the Director of Engineering finds a dam which is believed to be in unsafe condition, the Director of Engineering shall immediately notify the owner of the dam, the IDNR/OWR Bartlett office, and the Illinois Emergency Management Agency (IEMA).
 - g. *Activities That Do Not Require a Licensed Professional Engineer's Review.* The following activities may be permitted without a licensed professional engineer's review. Such activities shall still meet the other requirements of this Section of the Municipal Code, including the mitigation requirements.
 - 1) Regional Permit 3 which authorizes, for example, underground and overhead utilities, storm and sanitary sewer outfalls, sidewalks, athletic fields, playground equipment, patios and stream bank protection activities.
- H. *Occupation and Use of SFHA Areas Where Floodways are not Identified.* In SFHA or floodplains, (including AE, AH, AO and Unnumbered A Zones) where no floodways have been identified and no base flood or 100-year frequency flood elevations have been established by FEMA, and draining more than one square mile, no development shall be permitted unless the cumulative effect of the proposals, when combined with all other existing and anticipated uses and structures, shall not significantly impede or increase the flow and passage of the floodwaters nor significantly increase the base flood or 100-year frequency flood elevation.
1. *Development Permit.* No person, firm, corporation, or governmental body, not exempted by state law, shall commence any development in a SFHA or floodplain without first obtaining a development permit from the Director of Engineering.
 - a. Application for a development permit shall be made on a form provided by the Director of Engineering. The application shall be accompanied by drawings of the site, drawn to scale, showing: property line dimensions; existing grade elevations and all changes in grade resulting from excavation or filling, sealed by a licensed engineer, architect or surveyor; the location and dimensions of all buildings and additions to buildings; and the elevations of the lowest floor

(including basement) of all proposed buildings subject to the requirements of Section 10-8-1-I. The application for a development permit shall also include the following information:

- 1) A detailed description of the proposed activity, its purpose, and intended use.
 - 2) Site location (including legal description) of the property, drawn to scale, on the designated floodway maps, indicating whether it is proposed to be in an incorporated or unincorporated area.
 - 3) Anticipated dates of initiation and completion of activity.
 - 4) Plans of the proposed activity shall be provided which include as a minimum:
 - (a) A vicinity map showing the site of the activity, name of the waterway, boundary lines, names of roads in the vicinity of the site, graphic or numerical scale, and north arrow.
 - (b) A plan view of the project and engineering study reach showing existing and proposed conditions including principal dimensions of the structure or work, elevations using the North American Vertical Datum of 1988, adjacent property lines and ownership, drainage and flood control easements, distance between proposed activity and navigation channel (when the proposed construction is near a commercially navigable body of water), floodplain limit, location and orientation of cross-sections, north arrow, and a graphical or numerical scale.
 - (c) Cross-section views of the project perpendicular to the flow of floodwater and engineering study reach showing existing and proposed conditions including principal dimensions of the work as shown in plan view, existing and proposed elevations, normal water elevation, ten-year frequency flood elevation, 100-year frequency flood elevation, and graphical or numerical scales (horizontal and vertical); and
 - (d) A soil erosion and sedimentation control plan for disturbed areas. This plan shall include a description of the sequence of grading activities and the temporary sediment and erosion control measures to be implemented to mitigate their effects. This plan shall also include a description of final stabilization and revegetation measures, and the identification of a responsible party to ensure post-construction maintenance. Engineering calculations and supporting data shall be submitted showing that the proposed work will meet the criteria of Section 10-8-1-H-2. Any and all other local, state and federal permits or approvals that may be required for this type of development.
- b. Based on the best available existing data according to federal, state or other sources, the Director of Engineering shall compare the elevation of the site to the base flood or 100-year frequency flood elevation. Should no elevation information exist for the site, the developer's engineer shall calculate the elevation according to Section 10-8-1-E-4. Any development located on land that can be shown to have been higher than the base flood elevation of the current Flood Insurance Rate Map Identification is not in the SFHA and, therefore, not subject to the requirements of this Section of the Municipal Code. The Director of Engineering shall maintain documentation of the existing ground elevation at the development site and certification that this ground elevation existed prior to the date of the site's first Flood Insurance Rate Map identification. The Director of Engineering shall be responsible for obtaining from the applicant copies of all other local, state, and federal permits, approvals or waivers that may be required for this type of activity. The Director of Engineering shall not issue the development permit unless all required local, state and federal permits have been obtained.

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2. *Preventing Increased Damages.* No development in the SFHA, where a floodway has not been determined shall create a damaging or potentially damaging increase in flood heights or velocity or threat to public health, safety and welfare or impair the natural hydrologic and hydraulic functions of the floodway or channel, or impair existing water quality or aquatic habitat. Construction impacts shall be minimized by appropriate mitigation methods as called for in this Section of the Municipal Code.
- a. Within all riverine SFHA's where the floodway has not been determined, the following standards shall apply:
- 1) The developer shall have a Licensed Professional Engineer state in writing and show through supporting plans, calculations, and data that the project meets the engineering requirements of Section 10-8-1-G-2-c-1) through 10-8-1-G-2-c-9) for the entire floodplain as calculated under the provisions of Section 10-8-1-E-4. As an alternative, the developer should have an engineering study performed to determine a floodway and submit that engineering study to IDNR/OWR and FEMA for acceptance as a designated floodway. Upon acceptance of the floodway by IDNR/OWR and FEMA, the developer shall then demonstrate that the project meets the requirements of Section 10-8-1-G for the designated floodway. The floodway shall be defined according to the definition in Section 10-8-1-B-17.
 - 2) A development permit shall not be issued unless the applicant first obtains an IDNR/OWR permit or a determination has been made that an IDNR/OWR permit is not required.
 - 3) *Permits for Dams.* Any work involving the construction, modification or removal of a dam as defined in Section 10-8-1-B-16 per 17 Ill. Adm. Code Part 3702 (Rules for Construction of Dams) shall obtain an IDNR/OWR permit prior to the start of construction of a dam. If the Director of Engineering finds a dam that does not have an IDNR/OWR permit, the Director of Engineering shall immediately notify the IDNR/OWR Bartlett office. If the Director of Engineering finds a dam which is believed to be in unsafe condition, the Director of Engineering shall immediately notify the owner of the dam, the IDNR/OWR Bartlett office, and the Illinois Emergency Management Agency (IEMA).
- b. The following activities may be permitted without a Licensed Professional Engineer's review or calculation of a base flood elevation and designated floodway. Such activities shall still meet the other requirements of this Section of the Municipal Code:
- 1) Bridge and culvert crossings of streams in rural areas meeting conditions of IDNR/OWR Statewide Permit No. 2.
 - 2) Barge fleeting facilities meeting conditions of IDNR/OWR Statewide Permit No. 3.
 - 3) Aerial utility crossings meeting conditions of IDNR/OWR Statewide Permit No. 4.
 - 4) Minor boat docks meeting conditions of IDNR/OWR Statewide Permit No. 5.
 - 5) Minor, non-obstructive activities meeting conditions of IDNR/OWR Statewide Permit No. 6; activities (not involving fill or positive change in grade) are covered by this permit.
 - 6) Outfall structures and drainage ditch outlets meeting conditions of IDNR/OWR Statewide Permit No. 7.
 - 7) Underground pipeline and utility crossings meeting conditions of IDNR/OWR Statewide Permit No. 8.
 - 8) Bank stabilization projects meeting conditions of IDNR/OWR Statewide Permit No. 9.
 - 9) Accessory structures and additions to existing residential buildings meeting conditions of IDNR/OWR Statewide Permit No. 10.

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- 10) Minor maintenance dredging activities meeting conditions of IDNR/OWR Statewide Permit No. 11.
 - 11) Bridge and culvert replacement structures and bridge widenings meeting conditions of IDNR/OWR Statewide Permit No. 12.
 - 12) Temporary construction activities meeting conditions of IDNR/OWR Statewide Permit No. 13.
 - 13) Special Uses of Public Waters meeting conditions of IDNR/OWR Statewide Permit No. 14.
 - 14) Any development determined by IDNR/OWR to be located entirely within a flood fringe area shall be exempt from State Floodway permit requirements.
- c. The flood-carrying capacity of any altered or relocated watercourse shall be maintained.
 - d. **Compensatory Storage.** Whenever any portion of a floodplain is authorized for use, the volume of space which will be occupied by the authorized fill or structure below the base flood or 100-year frequency flood elevation shall be compensated for and balanced by a hydraulically equivalent volume of excavation taken from below the base flood or 100-year frequency flood elevation. The excavation volume shall be at least equal to 1.5 times the volume of storage lost due to the fill or structure. In the case of streams and watercourses, such excavation shall be made opposite or adjacent to the areas so filled or occupied. All floodplain storage lost below the existing ten-year flood elevation shall be replaced below the proposed ten-year flood elevation. All floodplain storage lost above the existing ten-year flood elevation shall be replaced above the proposed ten-year flood elevation. All such excavations shall be constructed to drain freely and openly to the watercourse.
- I. *Permitting Requirements Applicable to All Floodplain Areas.* In addition to the requirements found in Sections 10-8-1-F, 10-8-1-G, and 10-8-1-H for development in flood fringes, designated floodways, and SFHA or floodplains where no floodways have been identified, the following requirements shall be met:
1. *Public Health Standards.*
 - a. No developments in the SFHA shall include locating or storing chemicals, explosives, buoyant materials, animal wastes, fertilizers, flammable liquids, pollutants, or other hazardous or toxic materials below the flood protection elevation (FPE) unless such materials are stored in a floodproofed and anchored storage tank and certified by a professional engineer or floodproofed building constructed according to the requirements of Section 10-8-1-I-3.
 - b. Public utilities and facilities such as sewer, gas and electric shall be located and constructed to minimize or eliminate flood damage.
 - c. Public sanitary sewer systems and water supply systems shall be located and constructed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.
 - d. New and replacement water supply systems, wells, sanitary sewer lines and on-site waste disposal systems may be permitted providing all manholes or other above ground openings located below the flood protection elevation (FPE) are watertight.
 - e. All other activities defined as development shall be designed so as not to alter flood flows or increase potential flood damages.
 2. *Carrying Capacity and Notification.* For all projects involving channel modification, fill, or stream maintenance (including levees), the flood-carrying capacity of the watercourse shall be maintained. In addition, the Village shall notify adjacent communities in writing 30 days prior to the issuance of a permit for the alteration or relocation of the watercourse.

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3. *Protecting Buildings.* All buildings located within a 100-year floodplain, also known as a SFHA, shall be protected from flood damage below the flood protection elevation.
- a. This building protection criteria applies to the following situations:
- 1) Construction or placement of a new building or alteration or addition to an existing building valued at more than \$1,000.00 or 70 square feet.
 - 2) Substantial improvements or structural alterations made to an existing building that increase the floor area by more than 20 percent or equal or exceed the market value by 50 percent. Alteration shall be figured cumulatively during the life of the building. If substantially improved, the existing structure and the addition must meet the flood protection standards of this Section.
 - 3) Repairs made to a substantially damaged building. These repairs shall be figured cumulatively during the life of the building. If substantially damaged, the entire structure must meet the flood protection standards of this Section.
 - 4) Installing a manufactured home on a new site or a new manufactured home on an existing site (the building protection requirements do not apply to returning a mobile home to the same site it lawfully occupied before it was removed to avoid flood damage).
 - 5) Installing a travel trailer or recreational vehicle on a site for more than 180 days per year.
 - 6) Repetitive loss to an existing building as defined in Section 10-8-1-B-54. This building protection requirement may be met by one of the following methods in the remaining subsections of this Section 10-8-1-I-3 (b., c., d., e., f., g., or h.).
- b. A residential or non-residential building, when allowed, may be constructed on permanent landfill in accordance with the following:
- 1) The lowest floor (including basement) shall be at or above the flood protection elevation; and
 - 2) Fill Requirements:
 - (a) The fill shall be placed in layers no greater than six inches deep before compaction and should extend at least ten feet beyond the foundation of the building before sloping below the flood protection elevation; and
 - (b) The top of the fill shall be above the flood protection elevation. However, the ten-foot minimum may be waived if a structural engineer certifies an alternative method to protect the building from damages due to hydrostatic pressures; and
 - (c) The fill shall be protected against erosion and scour during flooding by vegetative cover, riprap or other structural measure; and
 - (d) The fill shall be composed of rock or soil and not incorporate debris or refuse materials; and
 - (e) The fill shall not adversely affect the flow or surface drainage from or onto neighboring properties, and when necessary, stormwater management techniques such as swales or basins shall be incorporated.
- c. A residential or non-residential building may be elevated in accordance with the following:
- 1) The building or improvements shall be elevated on crawl space, stilts, piles, walls, or other foundation that is permanently open to floodwaters and not subject to damage by

hydrostatic pressures of the base flood or 100-year frequency flood. Designs must either be certified by a licensed professional engineer or architect or the permanent openings, one on each wall, shall be no more than one-foot above existing grade, and consist of a minimum of two openings. The openings must have a total net area of not less than one square inch for every one square foot of enclosed area subject to flooding below the Base Flood Elevation; and

- 2) The foundation and supporting members shall be anchored and aligned in relation to flood flows and adjoining structures so as to minimize exposure to known hydrodynamic forces such as current, waves, ice and floating debris; and
- 3) All areas below the flood protection elevation shall be constructed of materials resistant to flood damage. The lowest floor (including basement) and all electrical, heating, ventilating plumbing, and air conditioning equipment and utility meters shall be located at or above the flood protection elevation. Water and sewer pipes, electrical and telephone lines, submersible pumps, and other waterproofed service facilities may be located below the flood protection elevation provided they are floodproofed; and
- 4) The areas below the flood protection elevation may only be used for the parking of vehicles, building access or storage in an area other than a basement and not later modified or occupied as habitable space; and
- 5) In lieu of the above criteria, the design methods to comply with these requirements may be certified by a licensed professional engineer or architect.
- 6) Manufactured homes, and travel trailers to be installed on a site for more than 180 days, shall be elevated to or above the flood protection elevation, and shall be anchored to resist flotation, collapse, or lateral movement by being tied down in accordance with the Rules and Regulations for the Illinois Mobile Home Tie-Down Act issued pursuant to 77 Ill. Adm. Code 870. In addition, all manufactured homes shall meet the following elevation requirements:
 - (a) In the case of manufactured homes placed or substantially improved:
 - (1) Outside of a manufactured home or subdivision;
 - (2) In a new manufactured home park or subdivision;
 - (3) In an expansion to an existing manufactured home park or subdivision; or
 - (4) In an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage from a flood, the top of the lowest floor shall be elevated to or above the flood protection elevation.
 - (b) In the case of manufactured homes placed or substantially improved in an existing manufactured home park or subdivision, the manufactured home shall be elevated so that either the top of the lowest floor is above the base flood elevation or the chassis is at least 36 inches in height above grade and supported by reinforced piers or other foundations of equivalent strength, whichever is less.
- 7) Recreational vehicles or travel trailers shall be required to meet the elevation and anchoring requirements of Section 10-8-1-I-3-c-6) above unless:
 - (a) They are on site for fewer than 180 consecutive days; and

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- (b) They are fully licensed, ready for highway use, and used only for recreation, camping, travel or seasonal use rather than as a permanent dwelling. A recreational vehicle[(s)] is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utility and service devices, and has no permanently attached additions.
 - d. Only a non-residential building may be structurally dry floodproofed (in lieu of elevation), provided that a licensed professional engineer or architect shall certify that the building has been structurally dry floodproofed below the flood protection elevation, and the structure and attendant utility facilities are watertight and capable of resisting the effects of the base flood or 100-year frequency flood. The building design shall take into account flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, the effects of buoyancy, and impacts from debris or ice. Floodproofing measures shall be operable without human intervention and without an outside source of electricity. (Levees, berms, floodwalls and similar works are not considered floodproofing for the purpose of this subsection.)
 - e. A building may be constructed with a crawl space located below the flood protection elevation provided that the following conditions are met:
 - 1) The building must be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy; and
 - 2) Any enclosed area below the flood protection elevation shall have openings that equalize hydrostatic pressures by allowing for the automatic entry and exit of floodwaters. A minimum of one opening on each wall having a total net area of not less than one square inch per one square foot of enclosed area. The openings shall be no more than one-foot above grade; and
 - 3) The interior grade of the crawlspace below the flood protection elevation must not be more than two feet below the lowest adjacent exterior grade; and
 - 4) The interior height of the crawlspace measures from the interior grade of the crawl to the top of the foundation wall must not exceed four feet at any point; and
 - 5) An adequate drainage system must be installed to remove floodwaters from the interior area of the crawlspace within a reasonable period of time after a flood event; and
 - 6) Portions of the building below the flood protection elevation must be constructed with materials resistant to flood damage; and
 - 7) Utility systems within the crawlspace must be elevated above the flood protection elevation.
 - f. Construction of new or substantially improved critical facilities shall be located outside the limits of the floodplain. Construction of new critical facilities shall be permissible within the floodplain if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor (including basement) elevated or structurally dry floodproofed to the 500-year flood frequency elevation or three feet above the level of the 100-year flood frequency elevation whichever is greater. Floodproofing and scaling measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities.
 - g. Tool sheds, detached garages, and other minor accessory structures on an existing single-family platted lot, may be constructed with the lowest floor below the flood protection elevation in accordance with the following:

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- 1) The building is not used for human habitation; and
 - 2) All areas below the base flood or 100-year frequency flood elevation shall be constructed with waterproof material. Structures located in a designated floodway shall be constructed and placed on a building site so as not to block the flow of floodwaters and shall also meet the Appropriate Use criteria of Sections 10-8-1-G. In addition, all other requirements of Sections 10-8-1-F, 10-8-1-G, and 10-8-1-H must be met; and
 - 3) The structure shall be anchored to prevent flotation; and
 - 4) Service facilities such as electrical and heating equipment shall be elevated or floodproofed to the flood protection elevation; and
 - 5) The building shall be valued at less than \$10,000.00 and be less than 500 square feet in floor size; and
 - 6) The building shall be used only for the storage of vehicles or tools and may not contain other rooms, workshops, greenhouses or similar uses and cannot be modified later into another use; and
 - 7) The building shall meet the permanent opening criteria of Section 10-8-1-I-3-c-1); and
 - 8) All flammable or toxic materials (gasoline, paint, insecticides, fertilizers, etc.) shall be stored above the flood protection elevation; and
 - 9) The lowest floor elevation should be documented and the owner advised of the flood insurance implications.
- h. Existing buildings located within a designated floodway shall also meet the more restrictive Appropriate Use standards included in Section 10-8-1-G. Nonconforming structures located in a designated floodway may remain in use, and may only be enlarged, replaced or structurally altered in accordance with Section 10-8-1-G-2. A non-conforming structure damaged by flood, fire, wind or other natural or man-made disaster may be restored unless the damage exceeds 50 percent of its market value before it was damaged, in which case it shall conform to this Section of the Municipal Code.
- J. *Other Development Requirements.* The Board of Trustees shall take into account flood hazards, to the extent that they are known, in all official actions related to land management, use and development.
1. New subdivisions, manufactured home parks, annexation agreements, and Planned Unit Developments (PUDs) within the SFHA shall be reviewed to assure that the proposed developments are consistent with Sections 10-8-1-F, 10-8-1-G, 10-8-1-H, and 10-8-1-I and the need to minimize flood damage. Plats or plans for new subdivisions, mobile home parks and Planned Unit Developments (PUDs) shall include a signed statement by a Licensed Professional Engineer that the plat or plans account for changes in the drainage of surface waters in accordance with the Plat Act (765 ILCS 205/2).
 2. Proposals for new subdivisions, manufactured home parks, travel trailer parks, planned unit developments (PUDs) and additions to manufactured home parks and additions to subdivisions shall include base flood or 100-year frequency flood elevation data and floodway delineations. Where this information is not available from an existing adopted, the applicant's engineer shall be responsible for calculating the base flood or 100-year frequency flood elevation per Section 10-8-1-E-4 and the floodway delineation per the definition in Section 10-8-1-B-17.
 3. Streets, blocks, lots, parks and other public grounds shall be located and laid out in such a manner as to preserve and utilize natural streams and channels. Wherever possible, the floodplains shall be included within parks or other public grounds.

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4. The Board of Trustees shall not approve any Planned Unit Development (PUD) or plat of subdivision located outside the corporate limits unless such agreement or plat is in accordance with the provisions of this Section of the Municipal Code.
 5. All other activities defined as development shall be designed so as not to alter flood flows or increase potential flood damages.

K. *Variances.*

1. No variances shall be granted to any development located in a designated floodway as defined in Section 10-8-1-B-[17]. Whenever the standards of this Section of the Municipal Code place undue hardship on a specific development proposal, the applicant may apply to the Village Manager for a variance. The Village Manager shall review the applicant's request for a variance and shall submit his recommendation to the Board of Trustees. The Village may attach such conditions to granting of a variance as it deems necessary to further the flood protection intent of this Section.
 - a. No variance shall be granted unless the applicant demonstrates that all of the following conditions are met:
 - 1) The development activity cannot be located outside the SFHA; and
 - 2) An exceptional hardship would result if the variance were not granted; and
 - 3) The relief requested is the minimum necessary; and
 - 4) There will be no additional threat to public health, safety, beneficial stream uses and functions, especially aquatic habitat, or creation of a nuisance; and
 - 5) There will be no additional public expense for flood protection, lost environmental stream uses and functions, rescue or relief operations, policing, or repairs to stream beds and banks, roads, utilities, or other public facilities; and
 - 6) The provisions of Sections 10-8-1-F-2 and 10-8-1-H-2 shall still be met; and
 - 7) The activity is not in a designated floodway; and
 - 8) The applicant's circumstances are unique and do not establish a pattern inconsistent with the intent of the NFIP; and
 - 9) The granting of the variance will not alter the essential character of the area involved including existing stream uses; and
 - 10) All other required state and federal permits or waivers have been obtained.
 - b. The Director of Engineering shall notify an applicant in writing that a variance from the requirements of Section 10-8-1-I that would lessen the degree of protection to a building will:
 - 1) Result in increased premium rates for flood insurance up to amounts as high as \$25.00 per \$100.00 of insurance coverage; and
 - 2) Increase the risks to life and property; and
 - 3) Require that the applicant proceed with knowledge of these risks and that the applicant will acknowledge in writing the assumption of the risk and liability.
 - c. Variances requested in connection with restoration of a historic site or historic structure as defined in Section 10-8-1-B-33 "Historic Structures", may be granted using criteria more permissive than the requirements of Sections 10-8-1-K-1-a and 10-8-1-K-1-b, subject to the conditions that:

-
- 1) The repair or rehabilitation is the minimum necessary to preserve the historic character and design of the structure; and
 - 2) The repair or rehabilitation will not result in the structure being removed as a certified historic structure.
- L. *Disclaimer of Liability.* The degree of flood protection required by this Section of the Municipal Code is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger floods may occur or flood heights may be increased by man-made or natural causes. This Section does not imply that development, either inside or outside of the SFHA, will be free from flooding or damage. This Section does not create liability on the part of the Village or any officer or employee thereof for any flood damage that results from reliance on this Section or any administrative decision made lawfully thereunder.
- M. *Penalty.*
1. If such owner fails after ten days' notice to correct the violation:
 - a. The Village may make application to the Circuit Court for an injunction requiring conformance with the Municipal Code or make such other order as the Court deems necessary to secure compliance with the Municipal Code.
 - b. Any person who violates this Section of the Municipal Code shall, upon conviction thereof, be fined in accordance with Section 7-[12]-1 of the Hoffman Estates Municipal Code for each offense, plus damages. Said damages shall include costs of property damage, restoration costs, and administrative costs.
 - c. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.
 - d. The Village shall record a notice of violation on the title to the property.
 2. The Director of Engineering shall inform the owner that any such violation is considered a willful act to increase flood damages and, therefore, may cause coverage by a Standard Flood Insurance Policy to be suspended.
 - a. The Director of Engineering is authorized to issue an order requiring the suspension of the subject development. The stop-work order shall be in writing, shall indicate the reason for the issuance, and shall order the action, if necessary, to resolve the circumstances requiring the stop-work order. The stop-work order constitutes a suspension of the permit.
 - b. The stop-work order shall remain in effect until compliance or a resolution has been achieved by the permittee to the approval of the Director of Engineering.
 3. Nothing herein shall prevent the Village from taking such other lawful action to prevent or remedy any violations. All costs connected therewith shall accrue to the person or persons responsible.
- N. *Abrogation and Greater Restrictions.* This Section of the Municipal Code is not intended to repeal, abrogate or impair any existing easements, covenants, or deed restrictions. Where this Section and other ordinances, easements, covenants, or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail. This Section of the Municipal Code is intended to repeal the original ordinance or resolution which was adopted to meet the National Flood Insurance Program regulations, but is not intended to repeal the resolution which the Village passed in order to establish initial eligibility for the program.
- O. *Severability.* The provisions and sections of this Section of the Municipal Code shall be deemed separable and the invalidity of any portion of this shall not affect the validity of the remainder.

(Ord. No. 4360-2013, § 1(Exh. A), 3-18-13)



AGENDA

Finance Committee
Regular Meeting
Village Hall

1900 Hassell Road, Hoffman Estates, IL 60169

November 24, 2025	Council Chambers	7:00 PM
--------------------------	-------------------------	----------------

1. **CALL TO ORDER/ROLL CALL**
2. **APPROVAL OF MINUTES**
3. **PUBLIC COMMENT**
4. **OLD BUSINESS**
5. **NEW BUSINESS**
6. **REPORTS**
 - A. Finance Department Monthly Report
 - B. Information Technology Department Monthly Report
 - C. NOW Arena 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
Public Works & Utilities Committee
Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

November 24, 2025	Council Chambers	Immediately Following Finance Committee
--------------------------	-------------------------	--

1. CALL TO ORDER/ROLL CALL

2. APPROVAL OF MINUTES

3. PUBLIC COMMENT

4. NEW BUSINESS

A. Approval of a Resolution authorizing:

- a. waiving formal bidding (due to state joint purchasing master contract); and
- b. purchasing up to 3500 tons of road salt through the 2025/26 State of Illinois joint purchasing contract with Morton Salt Inc., Chicago, IL in an amount not to exceed \$240,000.

B. Approval of a Resolution authorizing:

- a. waive formal bidding;
- b. purchase up-fitting for two heavy-duty dump trucks from Henderson Truck Equipment, Gilberts, IL (NPPGOV Contract) in an amount not to exceed \$332,400; and
- c. grant the Village Manager authority to approve additional change orders in a total amount not to exceed \$10,000.

C. Approval of a Resolution authorizing an Agreement with Ciorba Group, Inc. for design engineering for the 2025 Lift Station Assessment in an amount not to exceed \$XXX,XXX

D. Approval of an Ordinance for Acceptance of Public Improvements for 1721 Moon Lake Boulevard (Seasons Apartments)

E. Authorization to approve Change Order #3 for construction services for Pfizer Lift Station improvements to Martam Construction Inc. of Elgin, IL, in an amount not to exceed \$29,709.92.

5. REPORTS

A. Public Works Department Monthly Report

B. Engineering Division Monthly Report

6. PRESIDENT'S REPORT

7. ITEMS IN REVIEW

- 8. **OTHER**
- 9. **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.

DRAFT



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

November 24, 2025	Council Chambers	7:00 PM
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1. **CALL TO ORDER/ROLL CALL**
2. **APPROVAL OF MINUTES**
3. **PUBLIC COMMENT**
4. **OLD BUSINESS**
5. **NEW BUSINESS**
 - A. Authorization of the Design, Floor Plans and Site Plan for the construction of new Fire Station #22.
6. **REPORTS**
 - A. Police Department Monthly Report
 - B. Health & Human Services Department Monthly Report
 - C. Emergency Management Division Monthly Report
 - D. Fire Department 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.



HOFFMAN ESTATES

GROWING TO GREATNESS

October 15, 2025

To: Mayor and Board of Trustees

TREASURER'S REPORT

September 2025

Attached hereto is the Treasurer's Report for the month of September 2025, summarizing total cash receipts and disbursements for the various funds of the Village.

For the Operating funds, cash disbursements and transfers-out exceeded cash receipts and transfers-in by \$850,727, primarily due to general operating expenses. After including these receipts and disbursements, the balance of cash and investments for the operating funds is \$70 million.

For the Operating, Debt Service and Capital Projects funds, cash disbursements and transfers-out exceeded cash receipts and transfers-in by \$3.6 million, primarily due to general operating expenses and monthly operating transfers.

For the Trust Funds, cash receipts and transfers-in exceeded cash disbursements and transfers-out by \$4.0 million, primarily due to pension fund investment activity.

The total for cash and investments for all funds minimally increased.

Respectfully Submitted,

Rachel Musiala
Assistant Village Treasurer

Attachment

TREASURER'S REPORT
FOR THE MONTH ENDING September 30, 2025

Fund	Beginning Balance	Receipts/ Transfers - In	Disbursements/ Transfers - Out	Amount in Cash	Amount Invested	Ending Balance
General (incl. Veterans' Mem)	\$ 28,445,106	\$ 4,584,565	\$ 5,339,973	\$ 280,873	\$ 27,408,825	\$ 27,689,698
Payroll Account	-	3,111,480	3,111,480	-	-	-
Petty Cash	4,500	-	-	4,500	-	4,500
Foreign Fire Ins. Board	304,645	-	-	304,645	-	304,645
Cash, Village Foundation	15,011	-	-	15,011	-	15,011
Cash, Fire Protection District	41,638	-	-	41,638	-	41,638
Motor Fuel Tax	604,622	223,331	276,458	64,542	486,953	551,495
Comm. Dev. Block Grant	17,999	6	-	18,005	-	18,005
Asset Seizure - Federal	97,784	15,945	15,668	98,061	-	98,061
Asset Seizure - State	367,774	234	151	302,584	65,272	367,857
Asset Seizure - Battle	1,055	4	-	-	1,059	1,059
Asset Seizure - U.S. Marshall	10,624	-	-	10,624	-	10,624
Municipal Waste System	316,876	3,351,610	3,350,072	17,259	301,155	318,414
Roselle Road TIF	3,621,827	13,683	2,200	98,546	3,534,764	3,633,311
Higgins/Hassell TIF	1,026,025	2,402	-	448,137	580,290	1,028,427
Barrington/Higgins TIF	1,365,601	11,466	-	136,176	1,240,891	1,377,067
Lakewood Center TIF	552,679	10,885	-	81,316	482,248	563,564
Higgins/Old Sutton TIF	71,708	282	-	560	71,429	71,989
Stonington/Pembroke TIF	6,538	-	-	6,538	-	6,538
Water & Sewer	17,752,783	5,466,650	6,223,504	881,055	16,114,874	16,995,930
NOW Operating	10,385,910	396,157	147,164	2,249,414	8,385,489	10,634,904
Insurance	3,224,480	123,573	23,162	206,886	3,118,005	3,324,891
Information Technology	2,369,976	450,618	123,787	83,216	2,613,590	2,696,806
Total Operating Funds	\$ 70,605,161	\$ 17,762,890	\$ 18,613,617	\$ 5,349,587	\$ 64,404,846	\$ 69,754,433
Debt Service						
2015 A & C G.O. Debt Serv.	\$ 823,995	\$ 435	\$ -	\$ 749,839	\$ 74,591	\$ 824,430
2016 G.O. Debt Serv.	600,328	335	-	600,663	-	600,663
2018 G.O. Debt Serv.	58,642	32,621	1,500	32,785	56,979	89,764
Total Debt Service Funds	\$ 1,482,965	\$ 33,391	\$ 1,500	\$ 1,383,287	\$ 131,570	\$ 1,514,857
Capital Projects Funds						
Central Road Imp.	\$ 59,100	\$ 67	\$ -	\$ 43,221	\$ 15,946	\$ 59,167
Hoffman Blvd Bridge Maintenance	312,945	1,195	-	10,974	303,166	314,139
Western Corridor	2,815,605	10,292	-	77,495	2,748,403	2,825,898
Traffic Improvement	18,695	-	-	18,695	-	18,695
Prairie Stone Capital	2,362,797	289,602	15,857	2,162,908	473,635	2,636,542
Road Improvements	4,606,569	1,048,698	1,437,573	19,133	4,198,561	4,217,695
Western Area Traff. Impr.	8,097	11	2,083	6,025	-	6,025
West Area Rd Impr. Impact Fee	501,758	1,464	108,333	14,373	380,516	394,889
Capital Improvements	1,872,447	490,360	771,147	12,446	1,579,215	1,591,660
Capital Vehicle & Equipment	3,543,910	172,166	1,336,633	87,933	2,291,510	2,379,444
Capital Replacement	4,953,389	17,042	446,667	67,679	4,456,085	4,523,764
Stormwater Management	10,999	148,949	87,215	72,733	-	72,733
2019 Captial Projects	680,099	2,085	-	162,230	519,954	682,184
2024 Captial Projects	4,072,052	13,358	794,491	1,300	3,289,620	3,290,920
Total Capital Proj. Funds	\$ 25,818,462	\$ 2,195,291	\$ 4,999,998	\$ 2,757,145	\$ 20,256,611	\$ 23,013,755
Total Operating, Debt Service and Capital Project Funds	\$ 97,906,589	\$ 19,991,572	\$ 23,615,115	\$ 9,490,019	\$ 84,793,026	\$ 94,283,045
Trust Funds						
Police Pension (July)	\$ 108,338,551	\$ 2,730,323	\$ 838,498	\$ 10,037	\$ 110,220,339	\$ 110,230,376
Firefighters Pension (July)	128,760,914	2,873,650	747,782	24,844	130,861,939	130,886,783
Total Trust Funds	\$ 237,099,465	\$ 5,603,974	\$ 1,586,280	\$ 34,881	\$ 241,082,277	\$ 241,117,159
GRAND TOTAL	\$ 335,006,054	\$ 25,595,546	\$ 25,201,395	\$ 9,524,900	\$ 325,875,304	\$ 335,400,204



AGENDA ITEM REPORT

Village Board of Trustees
November 17, 2025
ITEM 7A

REQUEST: Approval of an Ordinance granting a Variation for a side yard setback reduction for the property at 3992 N. Parkside Drive

FROM: Kevin Anderson, Planner II

ITEM TYPE: Ordinance - PC Item

REQUEST SUMMARY

The Petitioner is proposing to construct an addition to the existing residence which would encroach on the required side yard setback. Therefore, the applicant is requesting a variation.

Location:	3992 N. Parkside Drive
Property Owner / Applicant:	Bryan Ackerlund
Property Size:	11,100 sf.
Zoning / Land Use:	R-5 One-Family Residential, one single-family residence
Adjacent Properties:	All surrounding properties — R-5 One-Family Residential

FINANCIAL IMPACT

N/A

RECOMMENDATION

The Plan Commission held a public hearing on November 5, 2025, and adopted the findings and ***recommended approval*** as summarized below and included in Exhibit B — Findings and Recommendations Summary.

1. Adopted the Findings of Fact for a Variation as outlined in the attached document.
2. Recommended to the Village Board approval of a Variation from Section 9-5-5-D-5 of the Municipal Code to permit a combined side yard setback of 12 feet instead of the minimum required 15 feet for the property at 3992 N. Parkside Drive, subject to the following conditions:
 - a. The development shall substantially conform to the plans presented and attached as part of this request.
 - b. A building permit shall be obtained within 30 days of final Village Board approval of this Variation request.

Voting (Findings): 6 Ayes, 0 Nay, 3 Absent

Voting (Variation): 6 Ayes, 0 Nays, 3 Absent
Motions Passed.

ATTACHMENTS

1. Ordinance - 3992 N Parkside Drive
2. Exhibit A - Location Map - 3992 N. Parkside Drive
3. Exhibit B - PC Findings and Recommendations Summary
4. PC Staff Report - 3992 N. Parkside Drive
5. Supporting Documents - 3992 N. Parkside Drive

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE GRANTING A VARIATION FOR A SIDE YARD SETBACK
REDUCTION FOR THE PROPERTY AT 3992 N. PARKSIDE DRIVE.

WHEREAS, the Plan Commission, at a public hearing duly called and held according to law on November 5, 2025, considered the request by Bryan Ackerlund for a Variation from Section 9-5-5-D-5 of the Municipal Code to permit a combined side yard setback of 12 feet instead of the minimum required 15 feet for the property located at 3992 N. Parkside Dr, and shown on Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, the Plan Commission made certain Finding of Fact attached hereto and made a part hereof as Exhibit "B" and recommended approval of variation to the Board of Trustees; and

WHEREAS, the Corporate Authorities have received and considered said recommendation; and

WHEREAS, the proposed variation has met the standards of Section 9-1-15 of the Zoning Code of the Hoffman Estates Municipal Code; and

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: The Corporate Authorities hereby find that the facts and statements contained in the preamble of this Ordinance are true.

Section 2: A variation from Section 9-5-5-D-5 of the Zoning Code is hereby granted to permit a combined side yard of 12 feet instead of the minimum required 15 feet for the property located at 3992 N. Parkside Drive, subject to the following conditions:

1. The development shall substantially conform to the plans presented and attached as part of this request.
2. A building permit shall be obtained within (12) months of the Village Board action on this request.

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

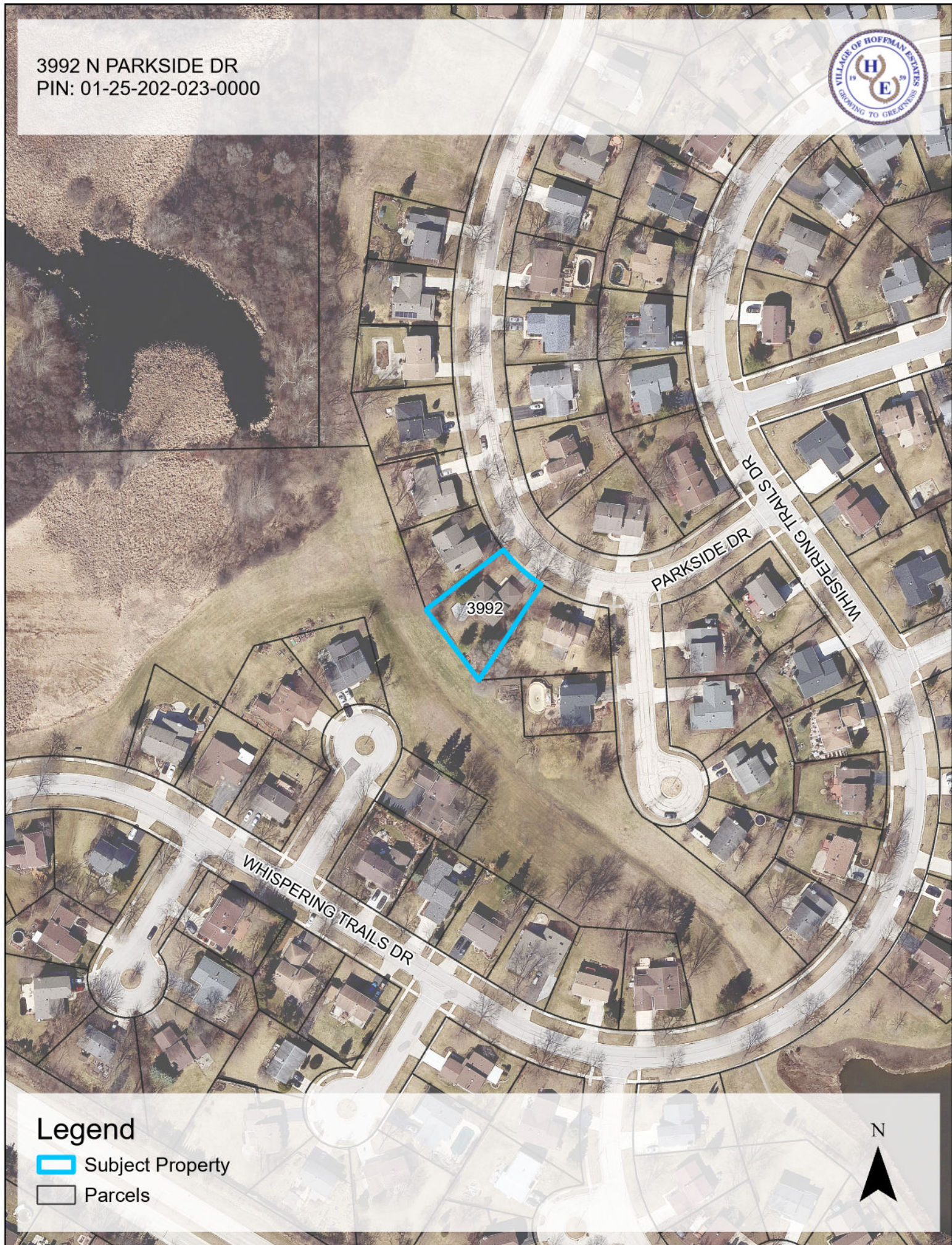
Village President

ATTEST:

Village Clerk

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

3992 N PARKSIDE DR
PIN: 01-25-202-023-0000



Legend

-  Subject Property
-  Parcels





**PLAN COMMISSION
FINDINGS & RECOMMENDATION SUMMARY**

Meeting Date: 11/5/2025
Prepared By: Kevin Anderson
Project #: PLN25-0038

Variation from Section 9-5-5-D-5 of the Municipal Code to permit a side yard setback reduction for the property at 3992 N. Parkside Dr.

Findings of Fact – Variation

Sec. 9-1-15-C: Standards for Variations.

1. The Plan Commission shall not recommend the variation of the regulations of the Code unless it shall first make a finding based upon the evidence presented to it in each specific case that:
 - a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located;
 - b. The plight of the owner is due to unique circumstances;
 - c. The variation, if granted, will not alter the essential character of the locality.
2. For the purpose of implementing the above rules, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the applicant have been established by the evidence:
 - a. The particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
FINDING: The subject property is located along an outer curve to the street which results in a narrower front yard than a traditional lot.
 - b. The conditions upon which the petition for a variation is based would not be applicable, generally, to other property within the same zoning classification;
FINDING: No evidence was presented to support that this standard was met.
 - c. The purpose of the variation is not based exclusively upon a desire to increase the value of the property;
FINDING: The petitioner has indicated that the intent of the variation is to increase practical use of the property and not based exclusively on the desire to increase the value of the property.
 - d. The alleged difficulty or hardship has not been created by any person presently having an interest in the property;
FINDING: No evidence was presented to support that this standard was met.

- e. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
FINDING: The variation, if granted, will not be detrimental to public health or injurious to other properties.
 - f. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fires, or endanger the public safety, or substantially diminish or impair property values in the neighborhood.
FINDING: The variation, if granted, will not impair the supply of light and air, increase congestion, or endanger public safety.
3. The Plan Commission may recommend to the Village Board that such conditions and restrictions be imposed upon the premises benefitted by a variation as may be necessary to comply with the standards set forth in this section to reduce or minimize the injurious effect of such variation upon other property in the neighborhood, and better to carry out the general intent of this Code.

Recommendations

The Plan Commission held a public hearing on November 5, 2025, and adopted findings and recommended approval as summarized below and included in Exhibit B - Findings & Recommendations Summary.

1. Adopted the Findings of Fact for a Variation.

Motion by Harner seconded by Milford to adopt the findings.

Voting: 6 Ayes, 0 Nays, 3 Absent

Motion Passed

2. Recommended to the Village Board approval of a Variation from Section 9-5-5-D-5 of the Municipal Code to permit a combined side yard setback of 12 feet instead of the minimum required 15 feet for the property at 3992 N. Parkside Dr., subject to the following conditions:
- a. The development shall substantially conform to the plans presented and attached as part of this request.
 - b. A building permit shall be obtained within twelve (12) months of Village Board action on this request.

Motion by Harner seconded by Henderson to recommend approval of a Variation.

Voting: 6 Ayes, 0 Nays, 3 Absent

Motion Passed



PLAN COMMISSION STAFF REPORT

Meeting Date: 11/5/2025

From: Kevin Anderson, Planner II

PLN25-0038

Public Hearing

Variation from Section 9-5-5-D-5 of the Municipal Code to permit a combined side yard setback of 12 feet instead of the minimum required 15 feet for the property at 3992 N. Parkside Drive

REQUEST SUMMARY

The Petitioner is proposing to construct an addition to the existing residence which would encroach on the required side yard setback. Therefore, the applicant is requesting a variation.

Location:	3992 N. Parkside Dr.
Property Owner / Applicant:	Bryan Ackerlund
Property Size:	11,100 sf.
Zoning / Land Use:	R-5 One-Family Residential, one single-family residence
Adjacent Properties:	All surrounding properties — R-5 One-Family Residential

BACKGROUND / ANALYSIS

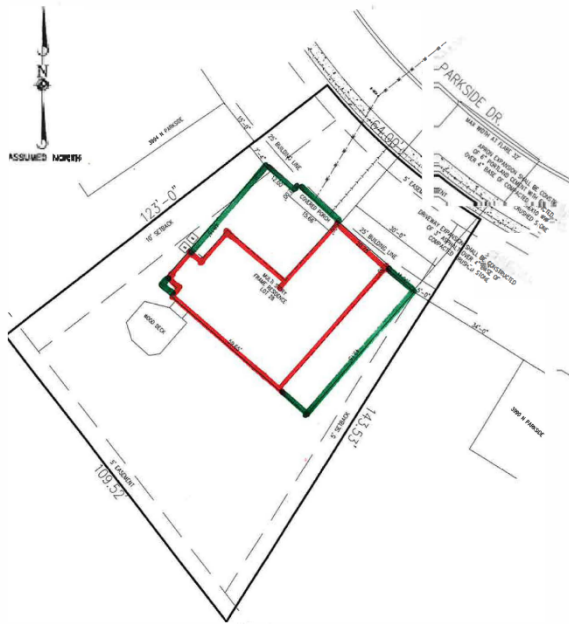
The subject property is currently improved with a single-family residence. The property is zoned R-5 and per §9-5-5-D-5 of the Municipal Code, the R-5 district requires a minimum 5-foot side yard setback and a combined side yard setback of 15 feet. The R-5 district also requires a combined setback of 15 feet between any two adjoining residential structures.

The Petitioner's plans indicate a 2-story, 2,000 square foot addition including a third attached garage stall. The proposal would result in side yard setbacks of 5' to the south and 7'4" to the north with a combined side yard setback of 12'4". The Petitioner has provided an exhibit verifying the addition will meet the separation requirements from the neighboring residences.

The setback reduction is only necessary for the northwest corner of the building. This is in part due to the orientation and geometry of the lot, which becomes narrower closer to the street frontage. The majority of the addition will conform to the setback requirements of the district.

The proposal will conform to all other requirements of the zoning code including setbacks, building height, FAR, and driveway width.

STAFF EXHIBIT



Existing Footprint in Red
Proposed Footprint in Green

Notification

Standard notification was posted in the Daily Herald and notification letters were sent to all surrounding property owners within 150'. No objections have been received.

MOTIONS

The Plan Commission shall make the following motions (a total of 2 motions are required):

1. Adopt the Findings of Fact for a Variation as outlined in the attached Findings & Recommendations Summary.
2. Recommend to the Village Board of Trustees approval of a Variation from Section 9-5-5-D-5 of the Municipal Code to permit a combined side yard setback of 12 feet instead of the minimum required 15 feet for the property at 3992 N. Parkside Drive, subject to the conditions noted in the attached Findings & Recommendations Summary.

ATTACHMENTS

1. PC Findings and Recommendations Summary
2. Location Map - 3992 N. Parkside Dr
3. Supporting Documents - 3992 N. Parkside Dr



VILLAGE OF HOFFMAN ESTATES

PLANNING & ZONING APPLICATION SUMMARY

APPLICATION INFORMATION	
Project Number:	PLN25-0038
Project Name:	Residential addition side yard setback variation.
Project Application Date:	9/8/2025
Project Manager:	Kevin Anderson

PROJECT TYPE
Variation - Residential;

SITE INFORMATION	
Property Address:	3992 N PARKSIDE DR
All Included PINs:	01252020280000

PROJECT CONTACTS		
Relationship to Project	Name / Firm	Address
APPLICANT	Bryan Ackerlund	3992 N Parkside Dr Hoffman Estates, IL 60192
OWNER	BRITTANY & BRYAN ACKERLUND	3992 N PARKSIDE DR HOFFMAN ESTATES, IL 60192

3992 N. Parkside Drive – Setback Variance

Owner: Bryan & Brittany Ackerlund

Pre-application meeting: Kevin Anderson

Statement of Awareness: Attached to planning project

Owner Consent for Application: Attached to planning project

Plat of Survey & Legal Description: Attached to planning project

Technical Plans: Attached to planning project

Project Narrative: See below

Standards Form: See below

Project Narrative

The variance we are petitioning is for a side yard setback as part of a residential addition and remodel project. The scope of the project will involve extending the front of the home forward with a basement, 1st story, and 2nd story, and the addition will extend above the existing garage. On the left side of the home, a 3rd car garage will be added. The interior of the home will also be remodeled to update finishes, room sizes, and overall flow of the home.

As part of the addition, the corner of the proposed structure would extend slightly into the side yard setback on the north side of the home. The current zoning for the property is R-5, which requires “the minimum side yard setback for one-family detached dwellings to be a total of 15 feet for both side yards. The combined side yards of any two adjacent lots shall be not less than 15 feet”. The proposed addition would reduce the setback to the north to 7’-3”. Combined with the setback to the south, the total side yard setback would be 12’-3” instead of the 15’ prescribed in the code. The neighboring structure to the north is setback 15’ from the common property line, so even with the reduced setback we are seeking, the combined distance between adjacent structures would be 22’-3”.

Throughout the design process numerous iterations were developed with the intent of mitigating the need for a variance, however, each one proved to be limiting to overall design, function, and flow throughout the home. Also, it would create a hardship with the increased costs of the building materials because of added design complexities to work around the setback.

The materials of the project will be similar to the existing home. The exterior will be LP Smartside siding with some stone accents on the front elevation. The roof will be architectural style shingles and the windows will be vinyl. The structure will not require any public utilities to be moved or relocated but will require an upsized domestic water service to accommodate the added plumbing fixture count and the gas meter will be shifted to the new exterior foundation.

The total cost of the project is estimated to be around \$200,000. I will be the general contractor, and the work will be completed with a mix of hired sub-contractors and myself. In my former employment, I was a general contractor specializing in projects just like this, so I have the knowledge and experience to see its successful completion.

Standards of Variation

1. The particular physical surroundings and shape of topographical conditions of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out. Please provide an explanation.

Since the property lines narrow to the front yard, it limits the overall size of what can be built and function well on the property. Multiple iterations of plans were considered to attempt to avoid a variance petition, however, each one proved to be limiting to overall design, function, and flow throughout the home. Also, it would create a hardship with the increased costs of the building materials because of added design complexities.

2. The conditions upon which the petition for a variation is based would not be applicable, generally, to other property within the same zoning classification. Please provide an explanation.

Generally, the shape of our lot in the front is the limiting factor in this variance application. In order for other properties to seek this type of variance they would need to have the same style home, orientation, and the same property line conditions.

3. The purpose of the Variation is not based exclusively upon a desire to increase the value of the property. Please provide an explanation.

The main reason for seeking the variance is to provide ample living space for our family's needs. Due to the increased size of our family and the need for more space, it was apparent we needed to move or add on. We absolutely love our lot and neighborhood and want to stay there to continue raising our kids in the home we dreamed of. This is why we are looking for the variance. Due to the tapering of the property lines, the front yard narrows. By

obtaining the variance, it will provide for a much better flow throughout the home and usability.

4. The alleged difficulty or hardship has not been created by any person presently having an interest in the property; Please provide an explanation.

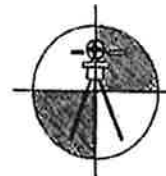
As mentioned in the previous response, the property lines taper to the front yard, making it difficult to utilize the property fully.

5. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located. Please provide an explanation.

The variation will have no negative impact on the neighboring properties and area. Grading conditions will be generally the same as they are currently. Ample distance will still remain between this home and the neighboring residence. The neighboring structure is 15' to the common property line and there will be over 7' from the property line to the nearest point on our home. Meaning there will be over 22' between adjacent structures. The addition will not go past the front yard setback.

6. The proposed variation will not impair an adequate supply of light and air to adjacent properties, or substantially increase the congestion in the public streets, or increase the danger of fires, or endanger the public safety, or substantially diminish or impair property values in the neighborhood. Please provide an explanation.

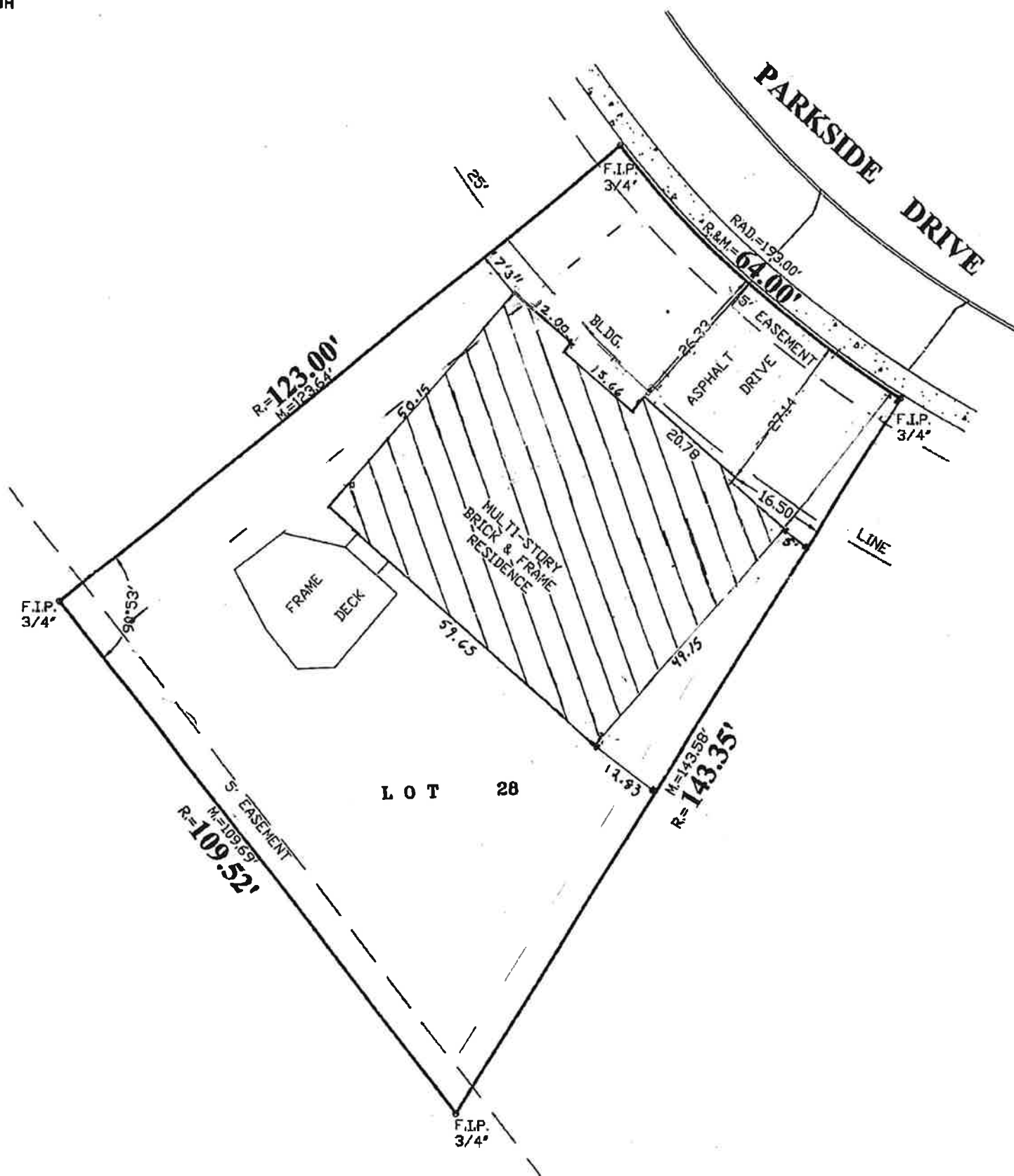
Only a very minimal area of the structure will be extending into the side yard setback. At its closest point there will be over 22' separation between our home and the neighbor. There will be no negative impacts to light or air and exceeds the building/fire code requirements for separation between structures. I would expect the proposed structure will be only an added value to the surrounding properties and will have no diminishing impact.



LOT 28 IN BLOCK 2 IN POPLAR HILLS UNIT ONE, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST 1/4 OF SECTION 24 AND NORTHEAST 1/4 OF SECTION 25, BOTH IN TOWNSHIP 42 NORTH, RANGE 9,



ASSUMED NORTH



Ordered by: NOBLE & WELKER

Order No: 110706

Base Scale: 1 inch = 20 feet

Date: JULY 8, 2011

Address: 3992 N. PARKSIDE DRIVE
HOFFMAN ESTATES, ILLINOIS

*COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE
REPORT ANY DIFFERENCE. FOR BUILDING LINE AND OTHER
RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT,
DEED, CONTRACT AND ZONING ORDINANCE.
*DO NOT SCALE DIMENSIONS FROM THIS PLAT.
*NO COPIES SHALL BE MADE WITHOUT PERMISSION.

COPYRIGHT © 2011

LEGEND

F.I.P. = FOUND IRON PIPE
S.I.P. = SET IRON PIPE
F.I.R. = FOUND IRON ROD
R. = RECORD DIMENSION
M. = MEASURED DIMENSION
RAD. = RADIUS
P.U.E. = PUBLIC UTILITY EASEMENT
B.S.L. = BUILDING SETBACK LINE
D.E. = DRAINAGE EASEMENT

 = METAL FENCE
 = WIRE FENCE
 = WOOD FENCE
 = CHAIN LINK FENCE

 = CONCRETE
 = BRICK

NOT VALID UNLESS EMBOSSED

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, JAMES M. ELLMAN LTD. DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED UNDER MY SUPERVISION AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS
MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

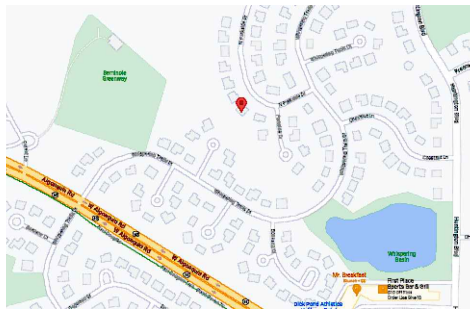
BY: James M. Ellison
ILLINOIS PROFESSIONAL LAND SURVEYOR
LICENSE NO. 184-002744
(35-002158)
EXPIRES 11/30/2011



ACKERLUND RESIDENCE

3992 N. PARKSIDE DR.

HOFFMAN ESTATES, ILLINOIS 60192



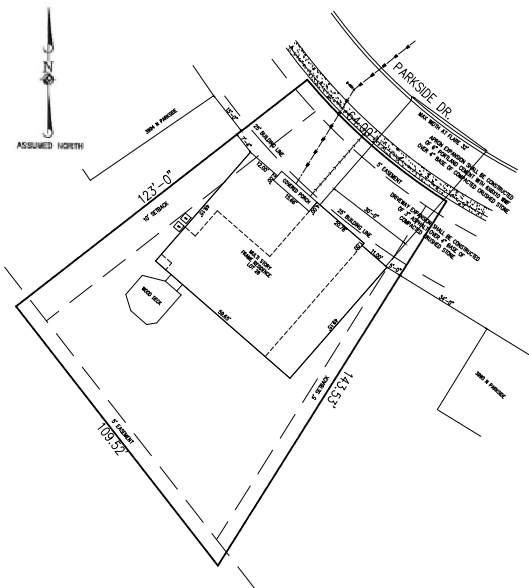
LOCATION MAP



AERIAL IMAGE



STREET VIEW



SITE PLAN SCALE: 1/64" = 1'-0"

AREA CALCULATIONS:	
FIRST FLOOR	=1,741 SQUARE FEET
SECOND FLOOR	=2,117 SQUARE FEET
TOTAL HABITABLE	=3,858 SQUARE FEET
UNFINISHED BASEMENT	=1,142 SQUARE FEET
CRAWL SPACE	=497 SQUARE FEET
GARAGE	=707 SQUARE FEET
COVERED FRONT PORCH	=78 SQUARE FEET

SHEET INDEX	
SHEET NUMBER	SHEET DESCRIPTION
C	LOCATION MAP/ AERIAL IMAGE
A1	DEMOLITION PLAN
A2	FOUNDATION PLAN
A3	BASEMENT FLOOR PLAN
A4	1ST FLOOR PLAN
A5	2ND FLOOR PLAN
A6	ROOF PLAN / WALL SECTION
A7	ELEVATIONS
P1	PLUMBING DIAGRAMS
E1	BASEMENT ELECTRICAL PLAN
E2	1ST FLOOR ELECTRICAL PLAN
E3	2ND FLOOR ELECTRICAL PLAN
M1	BASEMENT MECHANICAL PLAN
M2	1ST FLOOR MECHANICAL PLAN
M3	2ND FLOOR MECHANICAL PLAN
N	NOTES

LUMBER SPECIFICATIONS:
SPECIES: S-P-F MAUNE, LVL BEAMS
GRADE: NUMBER 2 1.8E MICROLAM LVL

WINDOW U-FACTOR:
MAXIMUM 0.30

DESIGN LOADS:
ROOF FRAMING 30 PSF LIVE
10 PSF DEAD
FLOOR 40 PSF LIVE
10 PSF DEAD
WALLS 10 PSF DEAD

FIRE SPRINKLER NOTE:
PRIOR TO ROUGH INSPECTIONS, THE FIRE SPRINKLER
CONTRACTOR MUST BE ON FILE WITH THE BUILDING DEPARTMENT.
SPRINKLER CONTRACTOR TO SUBMIT A SEPARATE FIRE
SPRINKLER PERMIT.

THE BUILDING IS TO BE CONSTRUCTED WITH AN APPROVED
AUTOMATIC FIRE SPRINKLER SYSTEM THAT MEETS THE
STANDARDS OF NFPA 13 OR OTHER NFPA STANDARDS SPECIFIED
BY THE AHI.

SCOPE OF WORK:
THIS PROJECT WILL INVOLVE AN ADDITION AND REMODEL. ALL
ROOFS WILL BE REMOVED, THE FRONT OF THE HOUSE WILL BE
EXTENDED FORWARD WITH A BASEMENT, 1ST, AND 2ND STORY,
AND THE LEFT SIDE OF THE HOME WILL BE REBUILT TO
ELIMINATE THE SPLIT LEVEL AND CREATE A FULL 1ST AND 2ND
STORY HOME. A 2ND STORY WILL ALSO BE BUILT OVER THE
CURRENT GARAGE AND THE LEFT SIDE OF THE HOME WILL BE
BUMPED OUT WITH A 3RD CAR GARAGE AND 1-STORY LIVING
SPACE ADDITION.

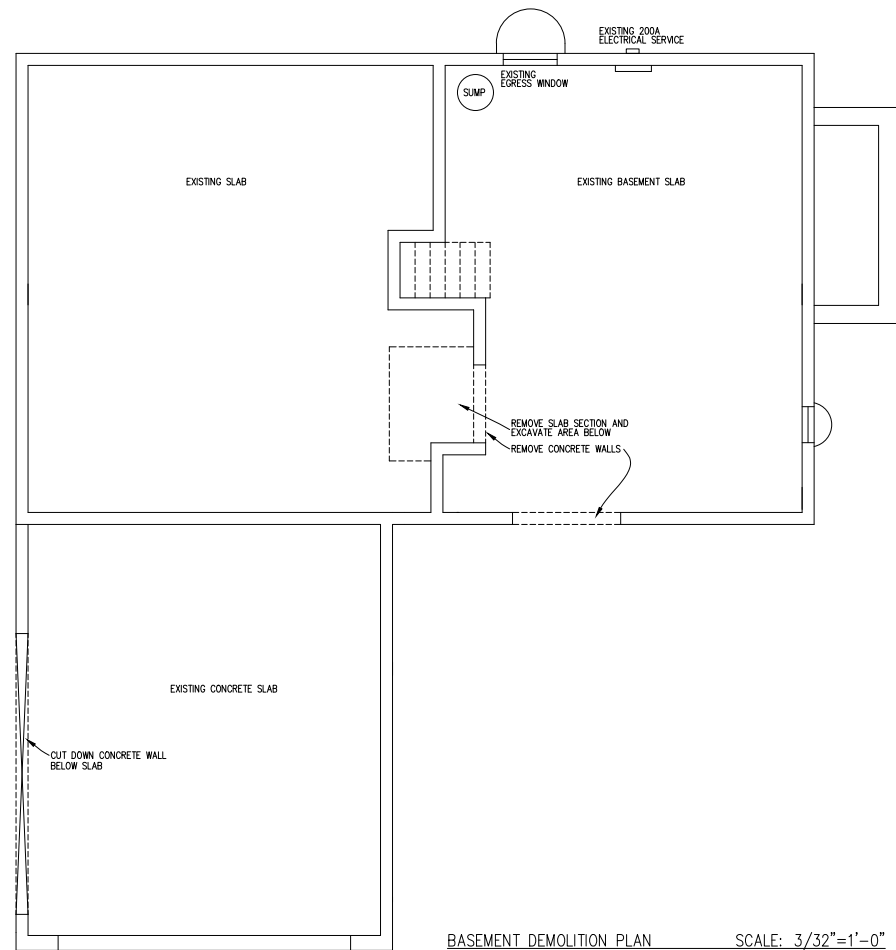
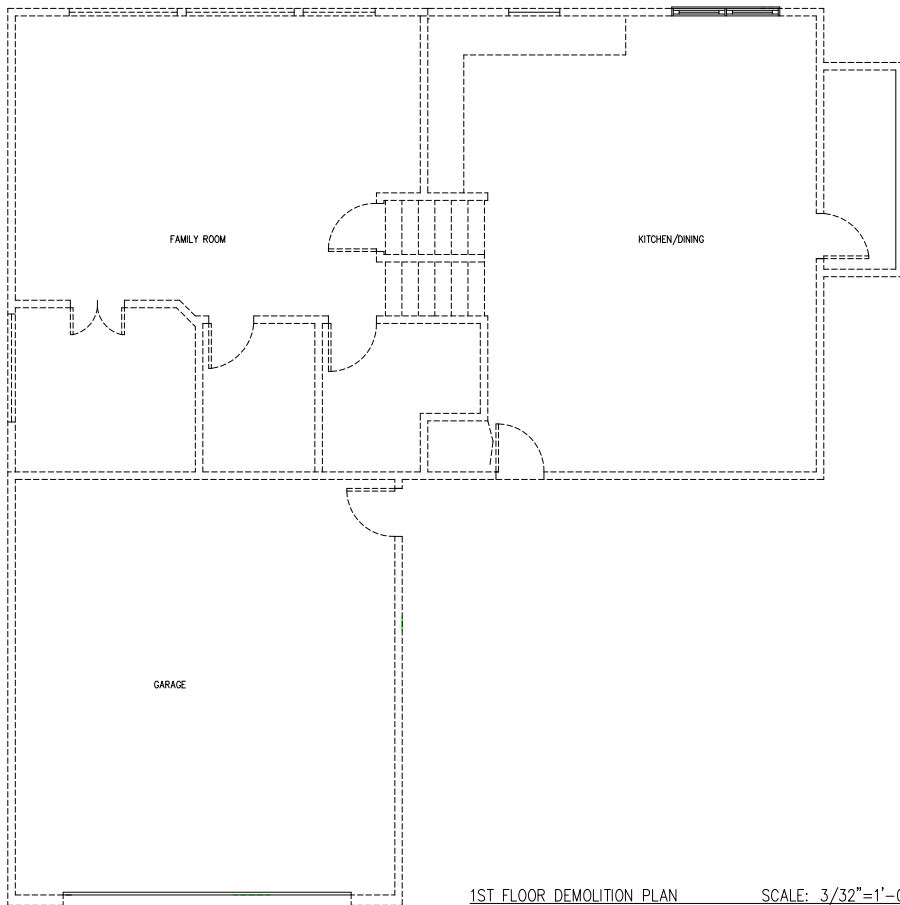
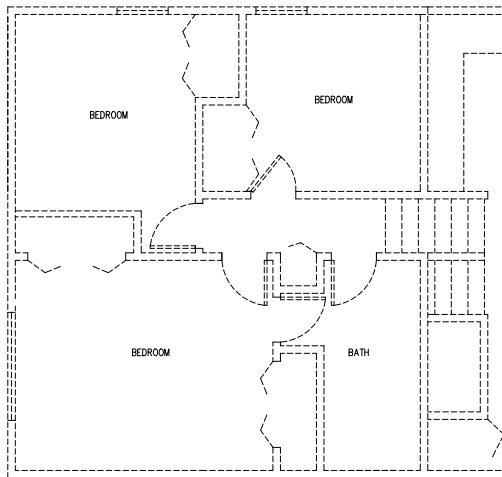
BUILDING CODES:
HOFFMAN ESTATES BUILDING CODES
2021 INTERNATIONAL RESIDENTIAL CODE
2021 INTERNATIONAL MECHANICAL CODE
2021 INTERNATIONAL FUEL GAS CODE
2021 INTERNATIONAL FIRE CODE
2020 NATIONAL ELECTRIC CODE
ILLINOIS STATE PLUMBING CODE
ILLINOIS STATE ENERGY CONSERVATION CODE

ENERGY CODE REQUIREMENTS OF BLOWER DOOR AND DUCT
TIGHTNESS TESTING ARE REQUIRED.

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9/8/2025

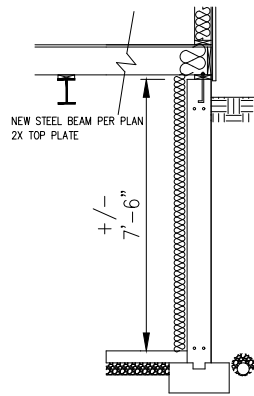
C



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A1



TYPICAL FOUNDATION

2X6" WOLM. PLATE W/ 1/2" DIA. X 10" A.B. @ 6' O.C.
1" @ CORNERS / 2 PER PLATE MIN.

SILL SEALER

10" CONCRETE BENCH WALLS W/ 2) #5 REBAR TOP & BOTTOM

R-15 INSULATION CONTINUOUS

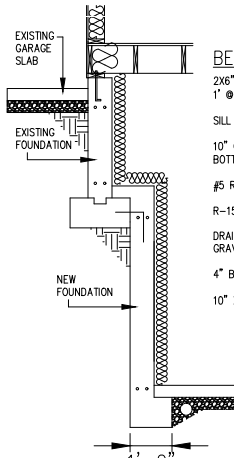
DRAIN TILE CONNECT TO EXISTING - EMBED IN CRUSHED GRAVEL

DAMP-PROOFING EXTERIOR WALL

4" BASEMENT SLAB W/ 6X6 WWF ON 4" CRUSHED GRAVEL

10" X 20" CONCRETE FTG W/ KEY

FOUNDATION WALL SECTION SCALE: 3/16"=1'-0"



BENCH WALL FOUNDATION

2X6" WOLM. PLATE W/ 1/2" DIA. X 10" A.B. @ 6' O.C.
1" @ CORNERS / 2 PER PLATE MIN.

SILL SEALER

10" CONCRETE BENCH WALLS W/ 2) #5 REBAR TOP & BOTTOM

#5 REBAR BENT HORIZONTAL AND VERTICAL 16" O.C.

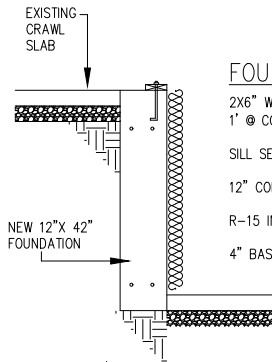
R-15 INSULATION CONTINUOUS

DRAIN TILE CONNECT TO EXISTING - EMBED IN CRUSHED GRAVEL

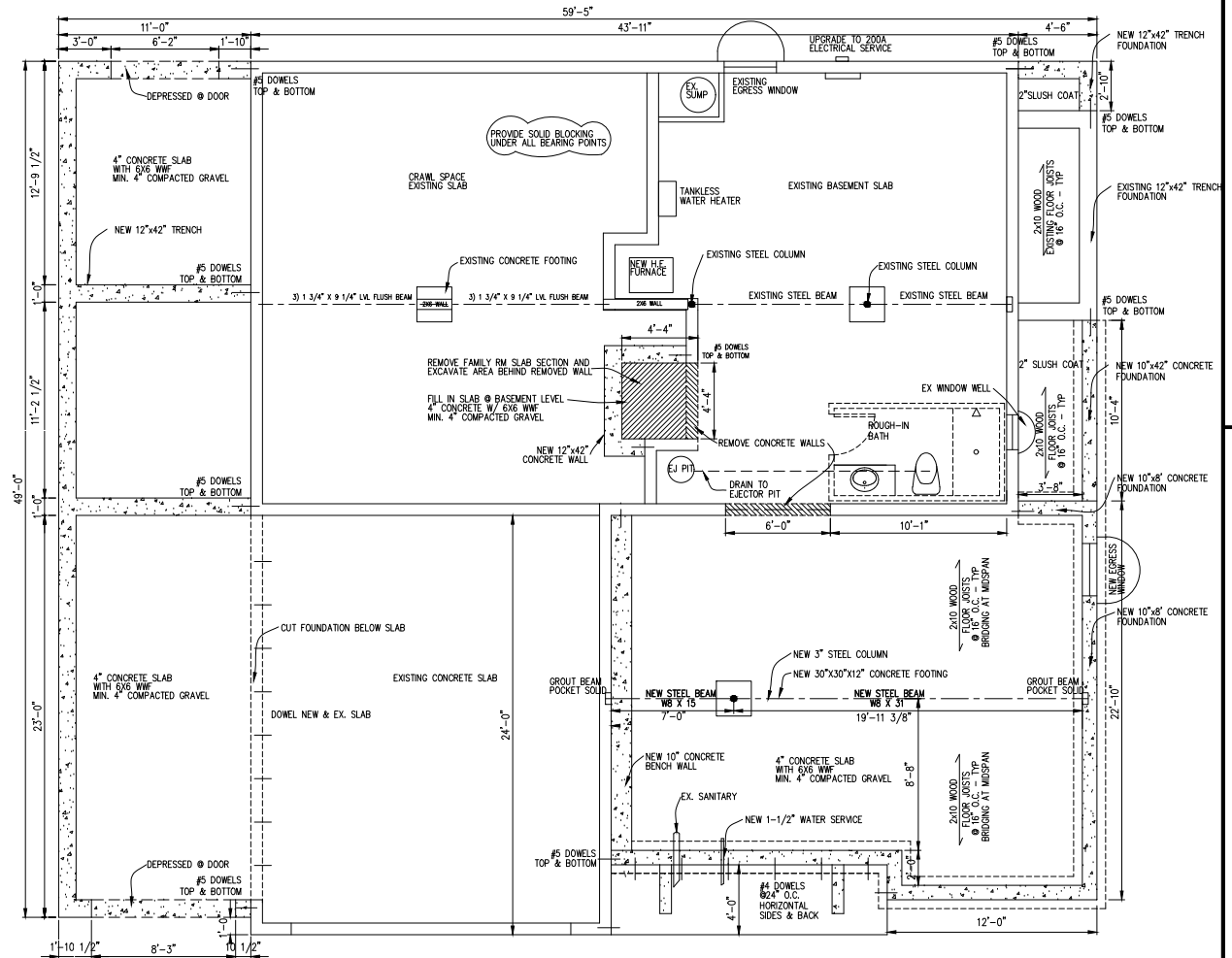
4" BASEMENT SLAB W/ 6X6 WWF ON 4" CRUSHED GRAVEL

10" X 14" CONCRETE FTG W/ KEY

BENCH WALL SECTION SCALE: 3/16"=1'-0"



CRAWL/BASEMENT WALL SECTION SCALE: 3/16"=1'-0"



FOUNDATION PLAN SCALE: 3/32"=1'-0"

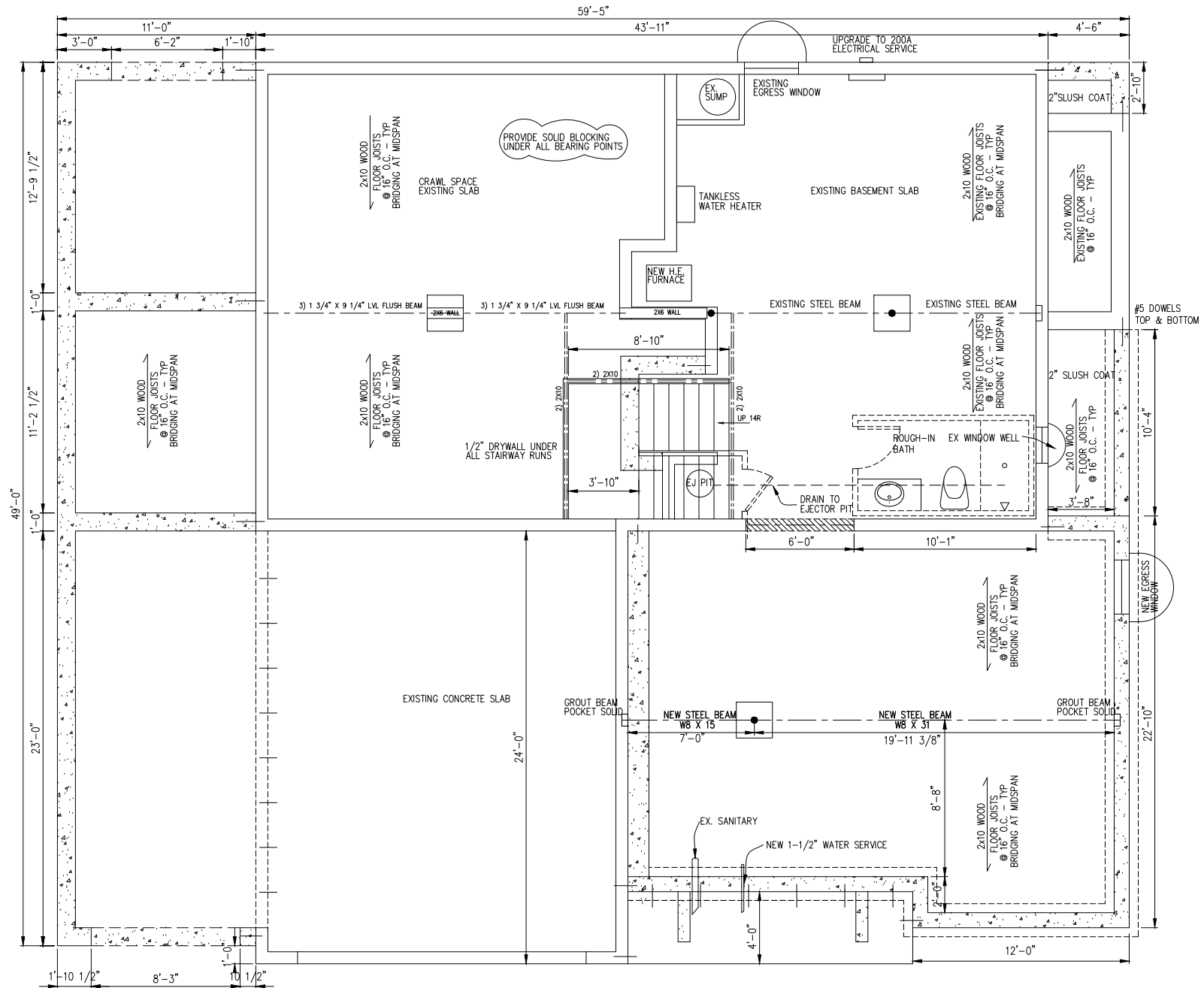
GENERAL STEEL NOTES:

1. STEEL WORK SHALL CONFORM TO THE CURRENT SPECIFICATIONS FOR THE DESIGN FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS AS ADOPTED BY THE A.I.S.C.
2. CONNECTIONS SHALL BE BOLTED OR WELDED. BOLTS SHALL CONFORM TO ASTM A325 AND BE 3/4" DIAMETER UNLESS NOTED OTHERWISE.
3. ALL STRUCTURAL STEEL SHALL BE IN ACCORDANCE WITH ASTM SPECIFICATION A-36. STEEL FOR PIPE COLUMNS SHALL BE OF EQUIVALENT CAPACITY TO ASTM A-501.
4. ALL STEEL FLITCH PLATES SHALL BE IN ACCORDANCE WITH ASTM SPECIFICATIONS A-36 AND BE SHOP DRILLED FOR STAGGERED BOLTING.
5. ALL STRUCTURAL STEEL BEAMS, COLUMNS, FLITCH PLATES, BOLTS, AND SHIMS SHALL HAVE A SHOP APPLIED COAT OF RUST INHIBITING PAINT.
6. STEEL FABRICATOR TO SUPPLY ALL NECESSARY BOLTS, FLANGES, SEAT ANGLES, AND SHIMS NECESSARY FOR PROPER INSTALLATION.
7. STEEL BASEMENT COLUMNS SHALL REST ON STACKED STEEL SHIMS NOT TO EXCEED 2" IN HEIGHT. SETTING STEEL COLUMN ON CHUNKS OF BRICK SHALL BE PROHIBITED.
8. ALL HOLES IN ALL CONNECTIONS SHALL RECEIVE A BOLT AND NUT AND ALL NUTS SHALL BE FIRMLY TIGHTENED PRIOR TO IMPOSING LOADING FROM ABOVE. MIS-ALIGNED CONNECTIONS SHALL BE FIELD-DRILLED AS REQUIRED TO INSERT ALL BOLTS OR BE FIELD-WELDED TO REPLACE SUCH BOLTS.
9. ALL BEARING POCKETS IN CONCRETE OR MASONRY TO BE GROUTED SOLID.
10. AS NECESSARY FOR ERECTION AND FABRICATION STEEL FABRICATOR SHALL PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL BY THE GENERAL CONTRACTOR PRIOR TO FABRICATION.
11. ALL UNCONCEALED INSULATION IN BASEMENT SHALL BE LISTED FOR EXPOSED USE.
12. MINIMUM BASEMENT CEILING HEIGHTS SHALL BE 6'-4" UNDER BEAMS/ORDERS.

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A2



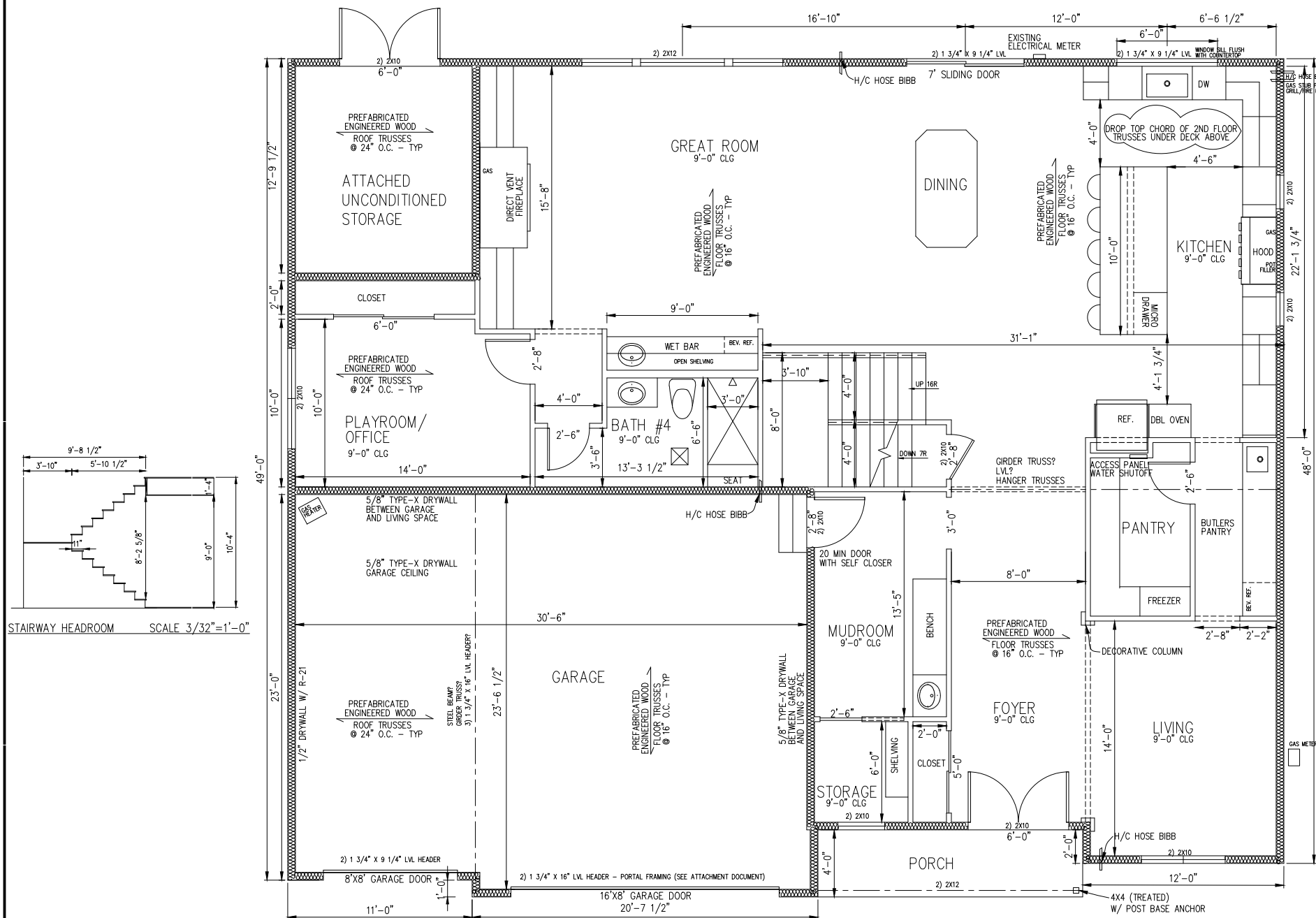
BASEMENT FLOOR PLAN

SCALE: 1/8"=1'-0"

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A3



WALL BRACING

ALL EXTERIOR WALLS TO BE CONTINUOUS WOOD STRUCTURAL PANEL SHEATHING (CS-WSP)

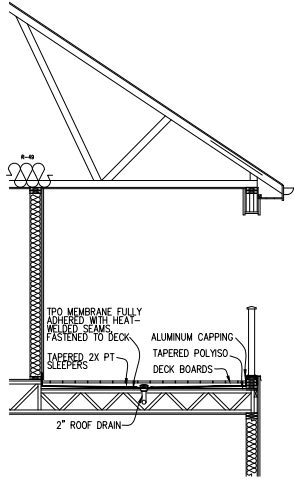
GARAGE DOOR OPENING FRAMING SHALL BE CONTINUOUS PORTAL FRAME SHEATHING (CS-PF)

*VERIFY WINDOW & EXTERIOR DOOR SIZES, LOCATION, AND HEIGHTS PRIOR TO ROUGH FRAMING

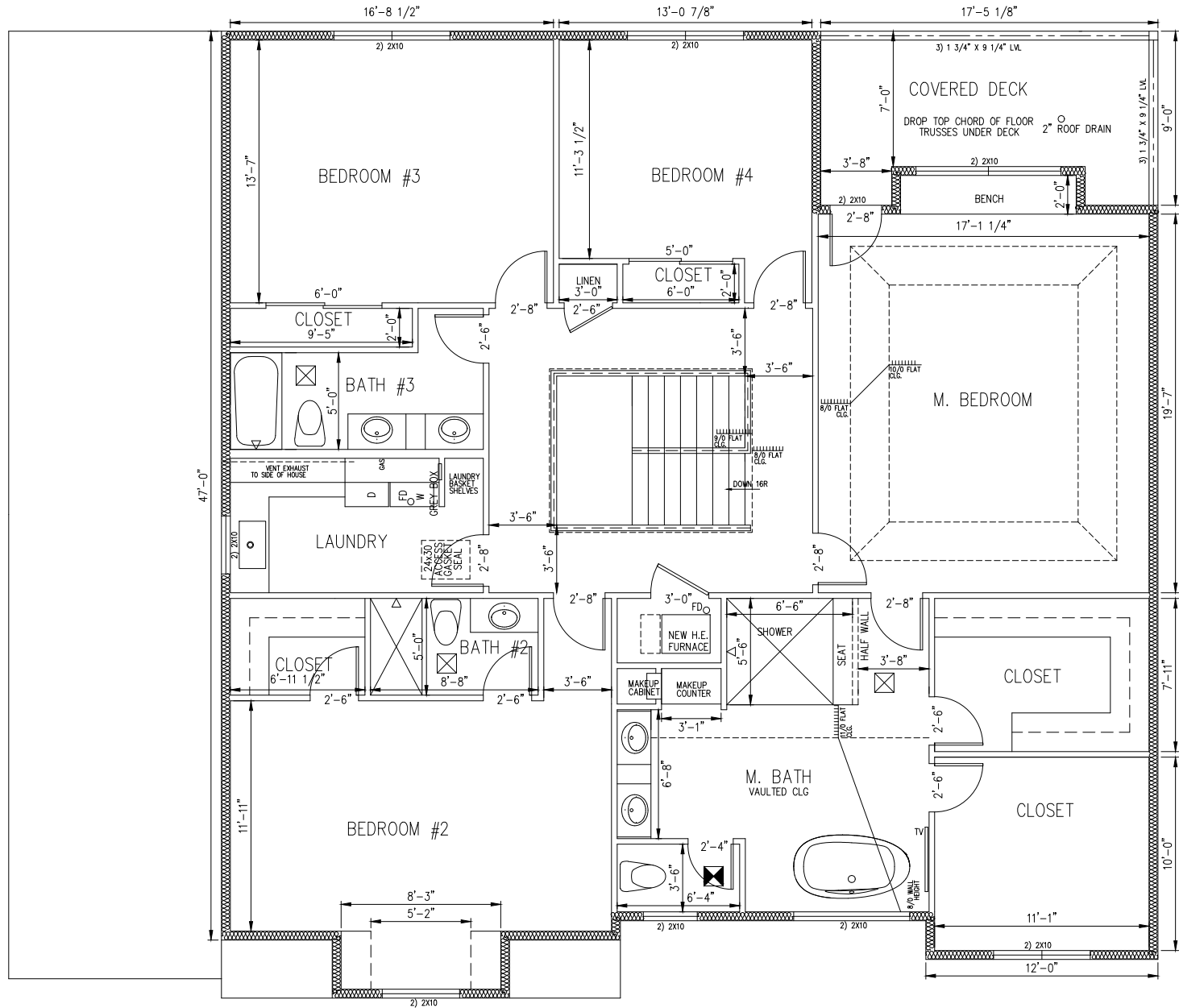
ACKLUND RESIDENCE
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9/8/2025

A4



COVER DECK DETAIL SCALE 1/8"=1'-0"



*VERIFY WINDOW & EXTERIOR DOOR SIZES, LOCATION, AND HEIGHTS PRIOR TO ROUGH FRAMING

WALL BRACING

ALL EXTERIOR WALLS TO BE CONTINUOUS
WOOD STRUCTURAL PANEL SHEATHING (CS-WSP)

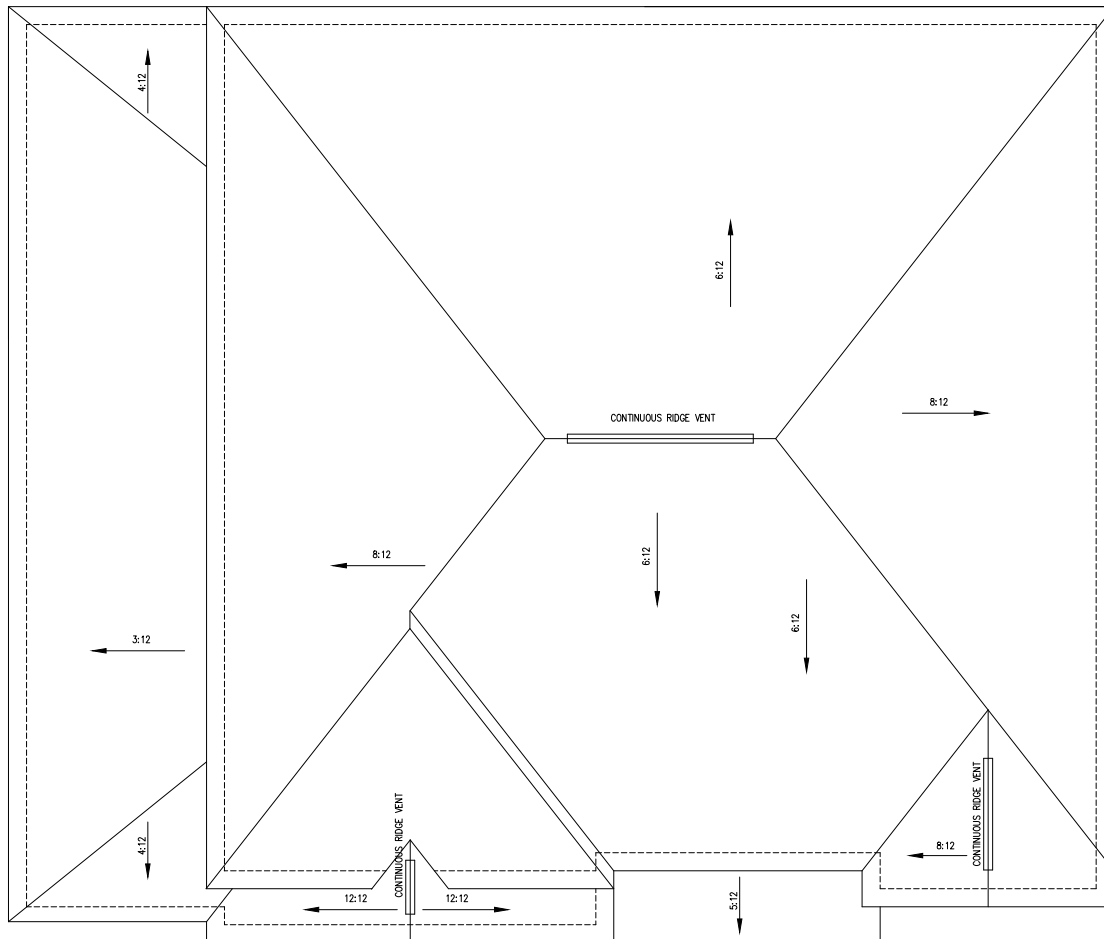
GARAGE DOOR OPENING FRAMING SHALL BE
CONTINUOUS PORTAL FRAME SHEATHING (CS-PF)

2ND FLOOR PLAN SCALE: 1/8"=1'-0"

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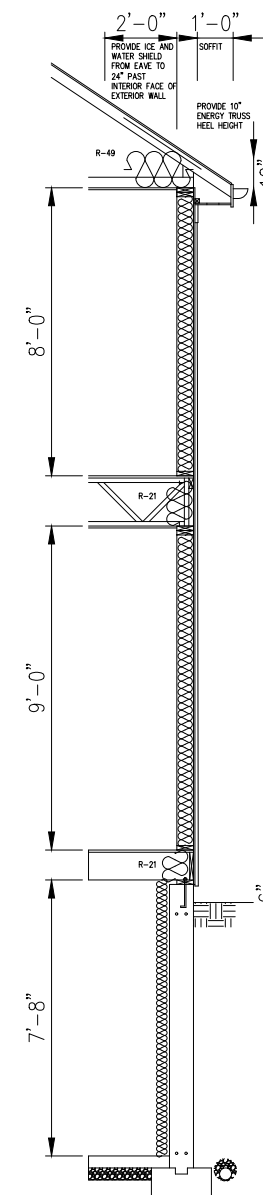
A5



ROOF PLAN SCALE: 3/32"=1'-0"

PRE-ENGINEERED WOOD TRUSSES:

- ALL ROOF TRUSSES SHALL CONFORM TO THE LATEST EDITION OF THE "NATIONAL DESIGN SPECIFICATIONS FOR METAL PLATE CONNECTED TRUSS CONSTRUCTION" (ANSI/TPI), THE TRUSS FABRICATOR SHALL SUBMIT FOR APPROVAL DETAILED SHOP DRAWING SHOWING TRUSS CONFIGURATION, ORIENTATION, SPACING, AND ANY REQUIRED TRUSS OR TRUSS CONNECTION. THE TRUSS FABRICATOR SHALL ALSO SUBMIT TRUSS DESIGN CALCULATIONS, SIGNED AND SEALED BY A REGISTERED DESIGN PROFESSIONAL, REGISTERED IN THE STATE OF ILLINOIS, PRIOR TO CONSTRUCTION.
- ALL PLATES SHALL MEET THE "DESIGN SPECIFICATION FOR LIGHT METAL PLATE CONNECTED WOOD TRUSSES" OF THE TRUSS PLATE INSTITUTE.
- THE TRUSS FABRICATOR SHALL BE RESPONSIBLE FOR COORDINATING AND VERIFYING ALL TRUSS DIMENSIONS WITH THE ARCHITECTURAL AND STRUCTURAL DRAWINGS.
- ALL TRUSS SPACING SHOWN IN THE DRAWINGS ARE FOR ILLUSTRATIVE AND BIDDING PURPOSES ONLY. THE TRUSS FABRICATOR SHALL SPACE THE TRUSSES AS REQUIRED BY THE DESIGN TO SUPPORT THE SPECIFIED DESIGN LOADS.
- EXCEPT WHERE ADDITIONAL AND/OR SPECIFIC DESIGN LOADS ARE SPECIFIED ON THE STRUCTURAL DRAWINGS, WOOD TRUSSES SHALL BE DESIGNED AS SIMPLY SUPPORTED, UNIFORMLY LOADED TRUSSES WITH THE TOP CHORD BRACED AGAINST LATERAL BUCKLING. THE UNIFORM DESIGN LOADS SHALL BE THE UNIFORM LOADS SPECIFIED TIMES THE SPACING OF THE TRUSSES, AS DETERMINED BY THE TRUSS FABRICATOR. ALL ROOF TRUSSES AND TRUSS GIRDERS, UNLESS NOTED OTHERWISE, SHALL BE DESIGNED TO SUPPORT THE LIVE (OR SNOW) DESIGN LOADS WITHOUT EXCEEDING A DEFLECTION OF $L/240$, AND THE TOTAL OF ALL DESIGN LOADS WITHOUT EXCEEDING A DEFLECTION OF $L/180$.
- THE TRUSS FABRICATOR SHALL DESIGN AND SPECIFY ALL REQUIRED PERMANENT TRUSS BRACING AND/OR BRIDGING TO SATISFY THE GOVERNING BUILDING CODE.
- THE TRUSS FABRICATOR SHALL DESIGN ALL ROOF TRUSSES AND TRUSS GIRDERS, AND SHALL DESIGN AND SPECIFY ANY REQUIRED ADDITIONAL BRIDGING AND/OR BRACING, FOR THE NET UPLIFT FORCES INDUCED BY WIND LOADING IN ACCORDANCE WITH THE GOVERNING BUILDING CODE. NET UPLIFT FORCES FOR ROOF TRUSSES AND TRUSS GIRDERS SHALL BE DETERMINED FROM THE COMPONENTS AND CLADDING PRESSURES PRESENTED IN THE BUILDING CODE, MINUS ANY RESISTING DEAD LOAD AND THE SELF WEIGHT OF THE ROOF TRUSS OR TRUSS GIRDER.
- THE TRUSS FABRICATOR SHALL VERIFY THE CAPACITY OF ALL TRUSSES TO SUPPORT SPECIFIED CONCENTRATED LOADS OF MECHANICAL AND OTHER EQUIPMENT, IN ACCORDANCE TO THE UNIFORM DESIGN LOADS.
- ADDITIONAL DESIGN LOADS FROM ARCHITECTURAL FEATURES, ROOF TOP EQUIPMENT, OR ANY OTHER CONCENTRATED LOADS ARE SHOWN AT APPROXIMATE LOCATIONS IN THE DRAWINGS AND SHALL BE CONSIDERED AS COLLATERAL LOADS. THESE LOADS SHALL BE CONSIDERED IN THE DESIGN OF THE WOOD TRUSSES AND TRUSS GIRDERS, IN ADDITION TO THE SPECIFIED UNIFORM LOADS. COORDINATE WITH THE ARCHITECTURAL AND MECHANICAL DRAWINGS FOR LOCATIONS AND WEIGHTS OF ALL EQUIPMENT. WHERE SUCH LOADS DO NOT OCCUR AT THE PANEL POINTS OF THE WOOD TRUSSES AND TRUSS GIRDERS, THE TRUSS CHORD SHALL BE DESIGNED FOR THE BENDING EFFECTS OF THE LOAD(S).
- ALL ITEMS SUCH AS MECHANICAL EQUIPMENT, DUCT WORK, PIPES, CEILING SUPPORTS, FIXTURES, DISPLAYS, ETC. WHICH ARE TO BE SUPPORTED BY, OR HUNG FROM WOOD TRUSSES OR TRUSS GIRDERS SHALL BE FRAMED WITH AUXILIARY FRAMING TO THE PANEL POINTS OF THE WOOD TRUSS OR TRUSS GIRDERS WHEN THE CONCENTRATED LOAD EXCEEDS 50 LBS. METHODS OF FRAMING THAT INDUCE BENDING IN THE WOOD TRUSS OR TRUSS GIRDER CHORDS OR WEB MEMBERS WILL NOT BE PERMITTED, UNLESS SPECIFICALLY DESIGNED FOR BY THE TRUSS FABRICATOR.
- THE TRUSS FABRICATOR SHALL DESIGN AND SPECIFY ALL TRUSS TO TRUSS CONNECTIONS.
- ALL TRUSS DESIGNS SHALL BE APPROVED BY THE REGISTERED DESIGN PROFESSIONAL OF RECORD PRIOR TO TRUSS FABRICATION.
- NO MODIFICATIONS TO WOOD TRUSSES OR TRUSS GIRDERS SHALL BE MADE WITHOUT THE WRITTEN PERMISSION OF THE TRUSS FABRICATOR'S REGISTERED DESIGN PROFESSIONAL.
- UNLESS OTHERWISE NOTED, ALL WOOD TRUSSES AND TRUSS GIRDERS SHALL BE SECURED IN PLACE WITH A MINIMUM OF 3) 18d COMMON NAILS, IN ADDITION TO ANY METAL CONNECTORS SPECIFIED IN THE STRUCTURAL DETAILS.
- PROPER ERECTION AND INSTALLATION OF WOOD TRUSSES SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. INSTALLATION OF TRUSSES SHALL CONFORM TO THE "RECOMMENDED DESIGN SPECIFICATIONS FOR TEMPORARY BRACING OF METAL PLATE CONNECTED WOOD TRUSSES" (TPI DSB) AND THE "COMMENTARY AND RECOMMENDATIONS FOR HANDLING, INSTALLING, AND BRACING METAL PLATE CONNECTED WOOD TRUSSES" (TPI HIB).
- ALL DAMAGED WOOD TRUSSES AND TRUSS GIRDERS SHALL BE REPAIRED OR REPLACED. THE REGISTERED DESIGN PROFESSIONAL OF RECORD SHALL BE THE SOLE JUDGE AS TO WHETHER A TRUSS, OR TRUSS GIRDER, CAN BE REPAIRED OR MUST BE REPLACED. ALL REPAIRS TO WOOD TRUSSES SHALL BE DESIGNED AND SPECIFIED BY THE TRUSS FABRICATOR'S REGISTERED DESIGN PROFESSIONAL.



TYPICAL WALL SECTION

ROOF CONSTRUCTION

ASPHALT SHINGLES MIN. 115 MPH RATED CLASS C OR BETTER

15LB. FELT

1/2" OSB SHEATHING

ICE & WATER SHIELD ALL VALLEYS & EAVES 24" PAST INTERIOR FACE OF WALL

PRE-ENGINEERED ROOF TRUSSES

HURRICANE CLIPS @ EACH TRUSS TO TOP PLATE

VAPOR BARRIER WARM SIDE OF CEILING

5/8" GYPSUM BD CEILINGS

BLOWN IN INSULATION R-49

AIR BAFFLE BETWEEN EACH TRUSS (MAINTAIN 1-1/2" CLEAR VENT SPACE)

685 SQ. IN. OF EXHAUST REQ. AT OR NEAR RIDGE USE COMBINATION OF RIDGE & ROOF VENTS

CORNICE CONSTRUCTION

2X8 LP SMARTSIDE FASCIA BOARD

LP SMARTSIDE SOFFIT W/ 685 SQ. IN. OF INTAKE VENTS

ALUMINUM GUTTERS AND DOWNSPOUTS

DRIP EDGE AT ALL EAVES AND RAKES

2ND FLOOR WALL CONSTRUCTION

LP SMARTSIDE SIDING

7/16" OSB SHEATHING W/ FACTORY APPLIED HOUSE WRAP (HUBER ZIP OR LP WEATHERLOGIC)

2X6" STUDS @ 16" O.C.

5-1/2" KRAFT FACED BATT INSULATION (R-21)

1/2" GYPSUM BD WALLS

2ND FLOOR CONSTRUCTION

3/4" T&G ADVANTECH OR LP SHEATHING (GLUE & NAIL)

FLOOR TRUSS PER PLAN

5/8" GYPSUM BD CEILINGS

1ST FLOOR WALL CONSTRUCTION

LP SMARTSIDE SIDING (STONE @ FRONT PORCH)

7/16" OSB SHEATHING W/ FACTORY APPLIED HOUSE WRAP (HUBER ZIP OR LP WEATHERLOGIC)

2X6" STUDS @ 16" O.C.

5-1/2" KRAFT FACED BATT INSULATION (R-21)

1/2" GYPSUM BD WALLS

1ST FLOOR CONSTRUCTION

3/4" T&G ADVANTECH OR LP SHEATHING (GLUE & NAIL)

2X10" FLOOR JOISTS PER PLAN

BRIDGING @ MIDSPAN

FOUNDATION CONSTRUCTION

8" CONCRETE WALLS W/ 2) #5 REBAR TOP & BOTTOM

2X6" WOLM. PLATE W/ 1/2" DIA. X 10" A.B. @ 6" O.C. 1" @ CORNERS / 2 PER PLATE MIN.

SILL SEALER

R-15 INSULATION CONTINUOUS

DRAIN TILE CONNECT TO EXISTING - EMBED IN CRUSHED GRAVEL

DAMP PROOFING EXTERIOR WALL

4" BASEMENT SLAB W/ 6X8 WWF ON 4" CRUSHED GRAVEL

10" X 20" CONCRETE FTG W/ KEY

SCALE: 3/16"=1'-0"

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1/29/2024
9/8/2025

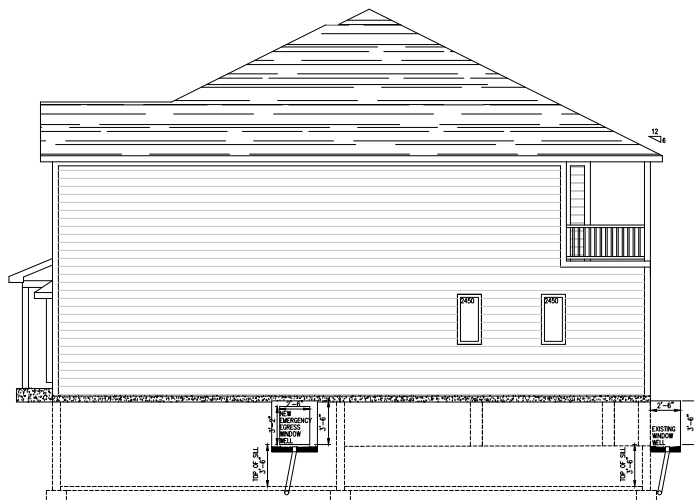
A6



EAST ELEVATION SCALE: 1/16"=1'-0"



WEST ELEVATION SCALE: 1/16"=1'-0"



NORTH ELEVATION SCALE: 1/16"=1'-0"



SOUTH ELEVATION SCALE: 1/16"=1'-0"

*VERIFY WINDOW & EXTERIOR DOOR SIZES, LOCATION, AND HEIGHTS PRIOR TO ROUGH FRAMING

ACKERLUND RESIDENCE
3992 N. PARKSIDE DR.
HOFFMAN ESTATES, ILLINOIS 60192

DATE
9/12/2023
9/19/2023
11/21/2023
1/29/2024
9/8/2025

A7

Daytime Rendering



Nighttime Rendering



STATEMENT OF AWARENESS

TO: THE VILLAGE OF HOFFMAN ESTATES
PLANNING AND ZONING COMMISSION

DATE: 9/8/2025

THIS IS TO CERTIFY THAT THE UNDERSIGNED, BEING A PROPERTY OWNER
DIRECTLY AFFECTED, IS AWARE OF THE INTENTIONS OF:

Bryan Ackerlund

Petitioner Name

3992 N Parkside Dr.

Petitioner Address

TO INSTALL/ERECT/CONSTRUCT A:

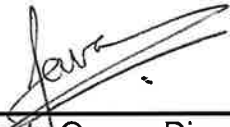
Room addition

ON PROPERTY LOCATED AT:

3992 N Parkside Dr.

Address

HOFFMAN ESTATES, ILLINOIS, AS SO STATED IN THIS PETITION FOR A ZONING
VARIATION.



Signature of Property Owner Directly Affected

3994 N Parkside Dr.

Address of Property Owner Directly Affected

This form is to be completed by the property owner directly affected by the petitioner before the Planning and Zoning Commission and submitted with the Residential Variation Application.

The "property owner affected by the petition" may appear and testify for or against the petition. The date and time of the hearing will be mailed to said property owner.

Should assistance be required in determining property owners affected or in obtaining signatures, contact the Planning Division, 847/781-2660.



AGENDA ITEM REPORT

Village Board of Trustees
November 17, 2025
ITEM 8A

REQUEST: Approval of an Ordinance amending section 8-3-22, number of licenses, of Article 3, Alcoholic Liquors, of the Hoffman Estates Municipal Code.

FROM: Patty Richter, Village Clerk

ITEM TYPE: Ordinance - Village Board

REQUEST SUMMARY

Increase Class 'A' by 1 for Swing Loose Indoor Golf
Decrease Class 'LC' by 1 for Los Fernandez (closed)
No Change Class 'J' (new ownership of Mobil)

FINANCIAL IMPACT

RECOMMENDATION

ATTACHMENTS

1. 8-3-22 (11-17-25)

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING SECTION 8-3-22, NUMBER OF LICENSES, OF ARTICLE 3, ALCOHOLIC LIQUORS, OF THE HOFFMAN ESTATES MUNICIPAL CODE

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 Section 8-3-22, NUMBER OF LICENSES, of the Hoffman Estates Municipal Code be and the same is hereby amended to read as follows:

The number of licenses issued to persons for the sale of alcoholic liquors by the Village of Hoffman Estates shall be limited to sixty three (63) Class "A" licenses, two (2) Class "AA" licenses, two (2) Class "AC" license, thirteen (13) Class "B" licenses, unlimited Class "C" licenses, three (3) Class "D" licenses, two (2) Class "DD" licenses, one (1) Class "DJ" license, zero (0) Class "F" licenses, one (1) Class "G" license, unlimited Class "H" licenses, zero (0) Class "I" licenses, fourteen (14) Class "LC" licenses, eleven (11) Class "J" licenses, and zero (0) Class "P" license.

Section 2: That any person, firm or corporation violating any of the provisions of this Ordinance shall be subject to a fine of not less than Ten Dollars (\$10.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Section 3: That the Village Clerk is hereby authorized to publish this Ordinance in pamphlet form.

Section 4: That 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	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2025

Village President

ATTEST:

Village Clerk

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



AGENDA ITEM REPORT

Village Board of Trustees
November 17, 2025
ITEM 8B

REQUEST: Approval of a Resolution authorizing a Joint Funding Agreement with IDOT for the Gannon Drive Resurfacing and Bicycle Facility project

FROM: Sonia Zala, Senior Transportation Engineer

ITEM TYPE: Resolution - Village Board

REQUEST SUMMARY

The Gannon Drive Resurfacing and Bicycle Facility Project will reconfigure Gannon Drive from a four-lane to a three-lane roadway, add a 10-foot multi-use path on the east side, improve the west-side sidewalk, and upgrade intersections for ADA accessibility.

The Village has received Federal STP-L funding for a portion of the construction and construction engineering costs up to \$832,500. Village approval of the IDOT funding agreement with a local funding resolution is required prior to the project letting.

Phase II engineering is ongoing, with the project currently scheduled for a construction letting in February 2026 with construction expected to occur between May and August 2026.

The IDOT Joint Funding Agreement, which specifies cost sharing terms, is attached. For construction costs, IDOT will pay contractor invoices and send the Village invoices for the required local share as the construction progresses. For construction engineering costs, the Village is required to pay for all costs upfront and request reimbursement from IDOT. A local funding resolution is required as part of the IDOT agreement.

FINANCIAL IMPACT

The estimated local share of \$277,991 is identified in the agreement and resolution. STP funding will be provided for 75% of construction and construction engineering costs up to \$832,500. Actual local share costs will be identified after project bidding and completion in 2026.

RECOMMENDATION

Approve a Resolution authorizing a Joint Funding Agreement with IDOT for the Gannon Drive Resurfacing and Bicycle Facility project

ATTACHMENTS

1. RESOLUTION AGREEMENT - Gannon Drive IDOT Joint Funding (1)
2. Gannon Drive Joint Funding Agreement

RESOLUTION ____ - 2025

RESOLUTION AUTHORIZING A JOINT FUNDING AGREEMENT WITH IDOT FOR
THE GANNON DRIVE RESURFACING AND BICYCLE FACILITY PROJECT

WHEREAS, the Village of Hoffman Estates (“the Village”) is a home-rule municipality located in Cook County, Illinois; and

WHEREAS, the Village is proposing to complete resurfacing improvements on Gannon Drive from IL 58 to IL 72; and

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT) and signee; and

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Hoffman Estates, as follows:

Section 1 RECITALS: The facts and statements contained in the preamble of this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: The President and Board of Trustees hereby appropriates \$277,991 or as much as may be needed to match the required funding to complete the proposed improvement from local funds and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for the completion of the project.

Section 3: The President and Board of Trustees is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 4: The resolution will become Attachment 3 of the AGREEMENT

Section 5: The Village Clerk is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District 1 Bureau of Local Roads and Streets.

Section 6 EFFECTIVE DATE: This Resolution will be in full force and effect from and after its passage and approval as provided by law.

RESOLVED 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



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Hoffman Estates	Cook	22-00114-00-CH

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STP		CMAP	03-24-0010

Construction

State Job Number	Project Number
C-91-209-25	M6GA(936)

☐ Local Let/Day Labor ☒ Construction on State Letting ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Gannon Drive	2409	0.22	0.00	0.22

Location Termini
Higgins Road (IL 72) to Golf Road (IL 53)

Current Jurisdiction	Existing Structure Number(s)
Village of Hoffman Estates	N/A

Remove

PROJECT DESCRIPTION

Gannon Drive will be repaved and narrowed, with the west curb line being maintained. The additional room on the east side will be used to replace the existing 4'5'-wide sidewalk on the east side with a 10-foot wide shared use path. Drainage structures and utilities will be relocated as necessary. The northbound thru/right lane on Gannon Drive at the IL58 intersection will be re-striped as a right-turn-only lane. ADA Ramps will be reconstructed on the northeast corner of Gannon/IL58 and southeast corner of Gannon/IL72. No signal relocations or modifications are proposed.

Local Public Agency	Section Number	State Job Number	Project Number
Hoffman Estates	22-00114-00-CH	C9120925	M6GA(936)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the **LPA's** obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA's** responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The **LPA** certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. **LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

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Hoffman Estates	22-00114-00-CH	C9120925	M6GA(936)

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Construction of Fixed Works. The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA's** accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- 3.2 **STATE Audits:** The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE's** authorized inspection or review, final audit, the **STATE's** independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE's** Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

Local Public Agency	Section Number	State Job Number	Project Number
Hoffman Estates	22-00114-00-CH	C9120925	M6GA(936)

6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

- a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
- b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☐		
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
Hoffman Estates	22-00114-00-CH	C9120925	M6GA(936)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Title of Official

Signature

Date

The above signature certifies the agency's TIN number is

36-243413 conducting business as a Governmental Entity.

DUNS Number 074439308

UEI NNFKXVE96W35

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Michael Prater, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
Hoffman Estates	Cook	22-00114-00-CH	C-91-209-25	M6GA(936)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Construction Engineering	STU	\$91,474.00	75%				Local	\$30,491.00	25%	\$121,965.00
Participating Construction	STU	\$742,500.00	75%				Local	\$247,500.00	25%	\$990,000.00
Total		\$833,974.00		Total			Total		\$277,991.00	\$1,111,965.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
Hoffman Estates	22-00114-00-CH	Cook		

LRS Federal Funds RISK ASSESSMENT				
Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)		Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years		0
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years		0
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant		0
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay		0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no		0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none		0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no		0
	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never		0
Audits	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review; 2 points Other type? or no audit required; 3 points - none		0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required		0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no		0
				0

Summary of Risk		District Review Signature & Date	Central Office Review Signature & Date
General History of Performance	0		
Financial Controls	0		
Audits	0		
Total	0	Additional Requirements? ☐ Yes ☐ No	

Local Public Agency	Section Number	State Job Number	Project Number
Hoffman Estates	22-00114-00-CH	C9120925	M6GA(936)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did Hoffman Estates expend more than \$750,000 in federal funds in aggregate from all federal sources?
LPA

☒ Yes ☐ No

2. Does the Hoffman Estates anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Hoffman Estates fiscal year?
LPA

☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Hoffman Estates performed a single audit for their previous fiscal year?
LPA

☒ Yes ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80*)?

☒ Yes ☐ No

b. For the current fiscal year, does the Hoffman Estates intend to comply with Subpart F of 2 CFR 200?
LPA

☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
		Hoffman Estates

Signature & Date



AGENDA ITEM REPORT

Village Board of Trustees
November 17, 2025
ITEM 8C

REQUEST: Approval of a Resolution authorizing an Agreement with Hampton, Lenzini, and Renwick, Inc. for construction engineering services for the Gannon Drive Resurfacing and Bicycle Facility project in an amount not to exceed \$121,965

FROM: Sonia Zala, Senior Transportation Engineer

ITEM TYPE: Resolution - Village Board

REQUEST SUMMARY

The Gannon Drive Resurfacing and Bicycle Facility Project will reconfigure Gannon Drive from a four-lane to a three-lane roadway, add a 10-foot multi-use path on the east side, improve the west-side sidewalk, and upgrade intersections for ADA accessibility.

In September 2025, a Request for Qualifications (RFQ) was released by the Village for construction engineering services. In addition to providing construction engineering services for the Gannon Drive project, the scope of the RFQ also includes construction oversight for Jones Road. Located in proximity to Gannon Drive, the Jones Road project is also an STP federally funded project and will have a similar schedule, allowing both projects to align efficiently. Utilizing the same Phase III construction engineering firm for both efforts will also result in improved coordination and cost savings.

In response to the RFQ, 6 proposals were received. Due to the estimated cost of these services and the use of federal funding, the Qualified Based Selection (QBS) process was utilized. As required by QBS, the proposals were evaluated based on their project approach and understanding of the work items, personnel assigned to the required tasks, similar experience on other projects, project schedule, and workload of the firms. Upon review, staff determined that Hampton, Lenzini, and Renwick, Inc. (HLR) provided the best quality proposal. The specific scope of services, staffing plan, estimated hours, salary, and direct costs were then negotiated with HLR to align with Village staff estimates, per QBS policy procedures.

Phase II engineering for the project is nearing completion, with IDOT project letting expected in late February 2026 and construction to start in the spring of next year.

FINANCIAL IMPACT

The estimated cost of the construction engineering services from HLR is not to exceed \$121,965.

This project is an STP federally funded project which will cover 75% of construction

engineering and construction. No funds will be expended in 2025, as all work is scheduled to be completed in 2026. The 2026 budget identifies funding for this project. Full construction costs will be known after the bidding of the construction phase in February 2026.

RECOMMENDATION

Approve a Resolution authorizing an Agreement with Hampton, Lenzini, and Renwick, Inc. for construction engineering services for the Gannon Drive Resurfacing and Bicycle Facility project in an amount not to exceed \$121,965.

ATTACHMENTS

1. RESOLUTION AGREEMENT - Gannon Dr Engineering Services
2. Gannon Drive Engineering Services Agreement

RESOLUTION ____ - 2025

RESOLUTION AUTHORIZING AN AGREEMENT WITH HAMPTON, LENZINI, AND RENWICK, INC. FOR CONSTRUCTION INSPECTION SERVICES FOR THE GANNON DRIVE RESURFACING AND BICYCLE FACILITY PROJECT IN AN
AMOUNT NOT TO EXCEED \$121,965

WHEREAS, the Village of Hoffman Estates (“the Village”) is a home-rule municipality located in Cook County, Illinois; and

WHEREAS, the Village has identified the need for third party construction inspection services for the Gannon Drive Resurfacing and Bicycle Facility project; and

WHEREAS, the Village utilized a prequalified consultant firm determined by review of open Request for Qualifications

WHEREAS, the Village has identified Hampton, Lenzini, and Renwick, Inc. as the most responsible vendor and able to best meet the needs of the Village; and

WHEREAS, the Corporate Authorities have determined that it is in the public interest for the Village to approve an agreement with Hampton, Lenzini, and Renwick, Inc. for the service of construction inspection in the amount not to exceed \$121,965.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Hoffman Estates, as follows:

- Section 1 RECITALS:** The facts and statements contained in the preamble of this Resolution are found to be true and correct ad are hereby adopted as part of this Resolution.
- Section 2 APPROVAL OF AGREEMENT:** The President and Board of Trustees hereby approve the selection of Hampton, Lenzini, and Renwick, Inc. to provide construction inspection services for the Gannon Drive Resurfacing and Bicycle Facility project in an amount not to exceed \$121,965.
- Section 3 AUTHORIZATION TO EXECUTE AGREEMENT:** The President or Village Manager is hereby authorized to execute the Agreement attached hereto as Exhibit A, incorporated herein and made part hereof by reference, and to execute any other documents in furtherance of this Resolution in accordance with the Village Code and state and federal law.
- Section 4 EFFECTIVE DATE:** This Resolution will be in full force and effect from and after its passage and approval as provided by law.

RESOLVED 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

ATTEST:

Village Clerk

Village President

Using Federal Funds? ☒ Yes ☐ No		Agreement For Federal CE	Agreement Type Original
LOCAL PUBLIC AGENCY			
Local Public Agency Hoffman Estates	County Cook	Section Number 22-00114-00-CH	Job Number C-91-209-25
Project Number M6GA(936)	Contact Name Alan Wenderski	Phone Number (847) 252-5802	Email alan.wenderski@vohe.org

SECTION PROVISIONS			
Local Street/Road Name Gannon Dr	Key Route 2409	Length 0.22	Structure Number N/A
Location Termini Higgins Road (IL 72) to Golf Road (IL 53)			Add Location Remove Location

Project Description
 Gannon Drive will be repaved and narrowed, with the west curb line being maintained. The additional room on the east side will be used to replace the existing 4'/5'-wide sidewalk on the east side with a 10-foot wide shared use path. Drainage structures and utilities will be relocated as necessary. The northbound thru/right lane on Gannon Drive at the IL58 intersection will be re-stripped as a right-turn-only lane. ADA Ramps will be reconstructed on the northeast corner of Gannon/IL58 and southeast corner of Gannon/IL72. No signal relocations or modifications are proposed.

Engineering Funding	☒ Federal	☐ MFT/TBP	☐ State	☒ Other	Local
Anticipated Construction Funding	☒ Federal	☐ MFT/TBP	☐ State	☒ Other	Local

AGREEMENT FOR	
☒ Phase III - Construction Engineering	

CONSULTANT			
Prime Consultant (Firm) Name Hampton, Lenzi and Renwick, Inc.	Contact Name Ryan Livingston	Phone Number (847) 697-6700	Email rlivingston@hlreng.com
Address 1707 North Randall Road, Suite 100	City Elgin	State IL	Zip Code 60123

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the

In Responsible Charge Contractor	construction PROJECT A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded
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AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error

or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited or suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Construction Engineering Contracts:

- (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
- (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
- (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hampton, Lenzini and Renwick, Inc.	36-2555986	\$109,102.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Rubino Engineering Inc.	80-0450719	\$12,863.00
Subconsultant Total		\$12,863.00
Prime Consultant Total		\$109,102.00
Total for all work		\$121,965.00

AGREEMENT SIGNATURES

Attest: The

Local Public Agency Type
Village

 of

Local Public Agency
Hoffman Estates

By (Signature & Date)

By (Signature & Date)

Local Public Agency
Hoffman Estates

Local Public Agency Type
Village

 Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name
Hampton, Lenzini and Renwick, Inc.

By (Signature & Date)

By (Signature & Date)

Title

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Hoffman Estates	Hampton, Lenzini and Renwick,	Cook	22-00114-00-CH

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

PHASE III Construction ENGINEERING

HLR will provide Construction Engineering services for the project to ensure that items in the contract are being constructed in accordance with the plans and bid documents. Since the construction schedule is solely outside of HLR's control, timeframe represented in this agreement are based on the best available information. Based on the anticipated schedule and budget provided by the Client we have included Part Time Construction Observation for a period of 12 weeks. For purposes in this agreement Full Time is considered to be no more than 40 hours per week. Based on the level of on-site construction engineering desired by the Client, increases to the daily operations by the Contractor requiring observation or changes to the duration of construction will constitute additional work. HLR will notify the Client when the contractor is behind schedule since this could cause the need for additional work, not anticipated by the agreement. Final project close-out including punch lists, documentation, agreement to final quantities and final acceptance of the improvements is assumed to require no more than 44 hours. If the contractor is still not in agreement after this effort has been made or stakeholder Agencies have not provided approval HLR will provide final documentation as-is to the Client. Additional efforts requested by the Client to come to an agreement with the contractor or continue coordination with stakeholder agencies may constitute additional work.

The following is a list of basic project understandings

- This project is anticipated to occur concurrently with Jones Road (Section 22-00111-00-RS). If these projects do not occur concurrently the proposed scope of work and budgeted hours will require adjustment.
- Daily Observation of Construction Activities for compliance with the intent of the Plans and Specifications
- Documentation in accordance with IDOT requirements for Federal Aid Improvements for recommendations for payment of the improvements in the scope of the project documents
- Review and routing of contractor submittals to the appropriate agencies for review and approval
- Coordination with Project Stakeholders including the Client and stakeholder agencies (School Districts, First Responders), Contractor, residents and businesses within the project limits and Illinois Department of Transportation for items relating to the scope of this project while on-site performing other duties will be provided, special meetings or additional requests by the Client may constitute additional work
- Coordination with Sub-consultant for material testing services
- Coordination with Client for Construction Layout Services
- Notification will be provided to the contractor for public utilities which require relocation as identified in the project documents. Further coordination or coordination with public utilities not identified in the project documents shall constitute additional work
- Construction observation and documentation of contractor activities for extra or additional work beyond what is identified in the plans or specifications is not included
- Locating of Private or Public Utilities is not included
- Evaluation of excavated materials for presence of contaminants is not included
- Training or mentoring of Village Staff is not included
- It is assumed that the contract plans provide an accurate representation of existing conditions and are accurate representation of the standard of care of Engineering in Illinois
- It is assumed that the awarded contractor will have experience with IDOT policies and procedures and our staff will not be required to train, mentor or assist with required contractor submittals.
- Additional work shall be submitted for approval prior to commencing such work, but shall be considered outside the scope of this contract and may require additional compensation.

Based on the budget provided by the Client, HLR will provide the following personnel:

- o Project Manager – Part Time
 - 12 Weeks at 4 Hours/Week
- o Resident Engineer/Technician – Part Time

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- 2 Weeks at 40 Hours/Week
- 10 Weeks at 24 Hours/Week
- o Inspector – Part time
- 10 Weeks at 17 Hours/Week

The following items are included in the construction engineering scope of services:

1. Pre-Construction Services

HLR will provide the following pre-construction services in order to be ready for the start of construction activities:

- ☐ Kick-off Meeting: HLR will participate in one(1) kick-off meeting with the Client to discuss desired outcomes, potential issues, and schedule.
- ☐ Federally Funded Project Pre-Construction Meeting: For the federally funded projects, HLR will participate in a pre-construction meeting held by IDOT. We will bring up any issues previously discussed with the Client that we feel need to be brought to attention in order to provide a clear understanding of expectation.
- ☐ Public Relations: HLR will be present on-site the hours approved by the Client during construction, as dictated by the contract, and will coordinate with local residents and business as it directly relates to the project.

In addition, HLR will provide the following additional public relations measures:

- Provide 24-hour contact information to Client and specified Stakeholders
 - Coordinate Construction notifications provided by the Contractor
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- ☐ Plan and Quantity Review: Our team will perform a site visit to identify any visual inconsistencies in the plans or modifications that may be needed based on bid documents provided or changes to existing conditions.
 - ☐ ADA/PROWAG Coordination: HLR will confirm ADA sidewalks and curbs are installed per the construction layout provided and in accordance with lines and grades provided in the design engineering plans.
 - ☐ Project Setup: We will organize all project files and perform submittal, and catalog cut/shop drawing review. Our geotechnical sub-consultant will review and comment on the contractor-submitted Quality Control Plans for Asphalt and Concrete production.
- #### 2. Construction Services
- ☐ Resident Engineer/Technician: HLR will provide “part-time” (See Project Understandings), on-site resident engineering and inspection services to verify that the improvements are constructed, recorded, and quantified in accordance with the IDOT Project Procedures Guide, IDOT Construction Manual, project standards, Client requirements, engineering plans, and construction documents. This will include recommendation for rejection and non-payment of any work that is deficient or lacking proper material inspection documentation, liaison functions, and coordination with all stakeholders. Resident engineering will be provided as detailed in public relations section above.
 - ☐ Documentation: Daily records of contractor activities in IDOT format, Inspector Daily Reports, Weekly Reports, and Pay Estimates will be maintained throughout the duration of construction. Prior Authorization forms will be submitted to the Client or stakeholder agencies for any/all work that is encountered that requires budget changes. All documentation will be prepared by staff that is trained in IDOT’s Documentation of Contract Quantities (Class S-14). In addition, BC-635 Extra Work Daily Report forms will be utilized to track any work that does not have an Agreed Unit Price. Observation, Documentation, review of contractor invoices, authorizations and additional pay estimates related to Extra work will be considered additional work.
 - ☐ Progress Meetings/Status Updates: HLR will conduct IDOT required weekly progress meetings on-site during construction activities to discuss project status and look-ahead schedules. Extra time has not been included for these meetings. Additional staff required to observe active construction activities during this meeting will be considered additional work. Updates and minutes will be sent to the approved project stakeholders weekly. If it is determined that the contractor has deviated from the approved project schedule, they will be directed to resubmit a catch-up schedule to ensure that the project completion date is not compromised.
 - ☐ Material Tracking / Yield Checks: HLR will schedule and coordinate with our geotechnical sub-consultant to provide testing concrete and asphalt in accordance with IDOT policies. We will perform yield checks on all materials. HLR will not recommend payment for material that has not been properly inspected and/or does not meet yield check requirements. Requests for material inspection documentation from the contractor required by IDOT will be made during weekly progress meetings and if not provided the contractor will be reminded at

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subsequent weekly progress meetings. Recommendation of payment for items without proper material inspection documentation will not be made unless otherwise directed by the Client or approved stakeholder agency. If the contractor is not responsive to our requests throughout the contract it will significantly delay the closeout process and will require additional effort on our behalf which will be considered additional work. ☐ Traffic Control and Site Cleanliness Monitoring: HLR will monitor all traffic control and signage for roadway and sidewalk closures. We will monitor area routes to ensure traffic control is effectively maintained through and around all active work zones without conflict. In addition, we will perform daily checks that include inspection of site cleanliness to ensure that construction dust is kept in check, all debris is removed from driving surfaces, and removed sidewalks and roadways are ramped with temporary aggregate or asphalt depending on the estimated time until they can be replaced. IDOT required nighttime traffic control inspections shall be performed during early mornings when the time required to perform such inspection is anticipated to be within the approved and budgeted hours for our Resident Engineer/Technician or Inspector. Should these inspections require additional time beyond the budgeted hours it will be considered additional work. 3. Post-Construction Services ☐ Final Inspection: HLR will present regular punch lists to the contractor with items requiring correction throughout the work in progress. One(1) additional final punch list will be provided at the end of the improvements. After receiving final confirmation from the contractor that all items have been corrected, we will perform One(1) final inspection with the contractor and Client. Recommendation of final acceptance will occur only after all deficient items have been fixed. Additional punch list items added by the Client after the initial punch list is delivered to the contractor, additional inspections to review status, additional compilation of punch lists shall be considered additional work. ☐ As-Built Drawings: HLR will provide hand drawn final as-built drawings that have changes. The as-built plans will not include survey of critical elevations and pipe inverts. ☐ Final Quantities: HLR will provide measured quantities to the contractor on a regular basis throughout the duration of the contract. HLR will provide Final Quantities One (1) time after the completion of all contract work, and provide a written response One (1) time based on any legitimate and documented written disagreements by the Contractor. If the Contractor has still not agreed to final quantities HLR will provide a written 30 day notice per contract requirements. Additional effort to coordinate with the contractor beyond this time will constitute additional work. ☐ Project Closeout: Our team will submit final pay estimates, change orders and various closeout documentation required by IDOT. We have included time during the IDOT closeout process to respond to inquiries, respond to any material inspection deficiencies list, and respond to any IDOT audit deficiencies accordingly. Any resubmittal of documents due to elements outside of our control on behalf of others, such as changes in staffing, misplaced materials, etc. shall be considered additional work.
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**EXHIBIT B
PROJECT SCHEDULE**

Letting: 1/16/2026
 Contract Award: 3/2/2026
 Contract Executiun: 3/17/2026
 Preconstruction Meeting: 4/16/2026
 Construction Start: 5/25/2026
 Substantial Completion: 8/14/26
 Construction Completion: 9/18/26
 Contract Completion: 7/29/27

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Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal **09/16/25**

Method(s) used for advertisement and dates of advertisement

Published on Village website from 9/2/2025 to 9/16/2025

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
Project Understanding	25%
Technical Approach	25%
Firm Experience/Past Performance	20%
Staff Capabilities	20%
Specialized Experience	10%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒
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Selection committee (titles) for this project

Director of engineering; Village staff

Top three consultants ranked for this project in order	
1	Hampton, Lenzini and Renwick, Inc.
2	Chastain & Associates, LLC
3	BLA, Inc.

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐

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16	LPA is a home rule community (Exempt from QBS).		☐ ☒