



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

October 7, 2024

Council Chambers

**Immediately following Special
Finance Committee**

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **PUBLIC COMMENT**
4. **APPROVAL OF MINUTES**
 - A. Village Board 09-16-2024
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 10-07-2024 - \$4,576,110.48
 - C. Approval of a Professional Services Agreement with Sentinel Technologies Inc. for Cybersecurity Assessment services in an amount not to exceed \$197,002.50
 - D. Authorization to :
 - a. waive formal bidding (due to utilization of a government master agreement)
 - b. purchase of two host servers from Dell EMS, Round Rock, TX, in an amount not to exceed \$35,291.46
 - E. Authorization to:
 - a. waive formal bidding (due to utilization of a government master agreement)
 - b. purchase of the servers from Dell EMS, Round Rock, TX, in an amount not to exceed \$69,328.35
 - F. Authorization to award a contract for the replacement of the NOW Arena boiler and storage tanks to F.E. Moran, Inc., Northbrook IL (low bidder), for an amount not to exceed \$133,000
 - G. Authorization to:

- a. waive formal bidding
- b. purchase twenty-three (23) DSR Stalker Radar Systems from Applied Concepts Inc., Richardson, TX, in an amount not to exceed \$35,075.00

H. Authorization to:

- a. waive formal bidding (due to sole source)
- b. purchase twenty (20) MedixSafe narcotic safe retrofit kits, software, and a five-year service subscription from Bioconnect of Memphis, TN in an amount not to exceed \$38,977

6. **REPORTS**

A. President's Report

1. Presentation(s)

- a. Illinois Sister Cities 2024 Award

2. Proclamation(s)

- a. Domestic Violence Awareness Month
- b. Down Syndrome Acceptance Month
- c. Fire Prevention Week
- d. National Breast Cancer Awareness Month
- e. National Community Planning Month

3. Board & Commission Appointment(s)/Reappointment(s)/Resignation(s)

- a. Sarah McClarey, Resignation, Planning & Zoning Commission
- b. Tom Burnitz, Resignation, Planning & Zoning Commission
- c. Yousuf Ahmed, Resignation, Celtic Fest Commission, Fourth of July Commission, Platzkonzert Commission
- d. Wendy Schmidt, Appointment, Arts Commission, Platzkonzert Commission
- e. Rajkumari Chhatwani, Appointment, Planning & Zoning Commission

B. Trustee Comments

C. Village Manager's Report

D. Village Clerk's Report

E. Committee Reports

- 1. Planning, Building & Zoning
- 2. Transportation & Road Improvement

3. General Administration & Personnel

7. PLANNING AND ZONING COMMISSION RECOMMENDATIONS

- A. Approval of an Ordinance granting a Variation for a deck for the property located at 1720 Highland Boulevard
- B. Approval of an Ordinance granting an Amendment to the Poplar Creek RPD General Plan of Development, Preliminary and Final Plat of Subdivision, Preliminary and Final Site Plan, Master Sign Plan, and a Variation from the Municipal Code for Kensington Fields Townhomes located at 1950 Hassell Road

8. ADDITIONAL BUSINESS

- A. Approval of the Third Amended and Restated Development Agreement for the 16-acre Plum Farms Property
- B. Approval of an existing communication antenna license renewal agreement - Olmstead Water Tower

9. EXECUTIVE SESSION- Collective Bargaining 5 ILCS 120/2-(c)-(2)

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.

MEETING:

DATE:

PLACE:

HOFFMAN ESTATES VILLAGE BOARD

SEPTEMBER 16, 2024

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 7:01 p.m. The Village Clerk called the roll. Trustees present: Anna Newell, Gary Pilafas, Gary Stanton, Karen Arnet, Patrick Kinnane.

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
K. Cawley, Chief of Police
A. Wax, Fire Chief
R. Musiala, Finance Director
J. Nebel, PW Director
P. Gugliotta, Development Services Director
M. Saavedra, HHS Director
M. Brito, Communications Manager
R. Signorella, Multimedia Production Manager
D. Raszka, IT Director

2. PLEDGE OF ALLEGIANCE TO THE FLAG:

The Pledge of Allegiance was led by Trustee Newell.

3. RECOGNITION OF AUDIENCE:

Mayor McLeod requested that this item be moved to after Additional Business item 7.

4. APPROVAL OF MINUTES:

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

4.A. Approval of Minutes

Minutes from September 3, 2024.

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

4.B. Approval of Minutes

Minutes from September 9, 2024.

5. CONSENT AGENDA/OMNIBUS VOTE:

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

5.A. Approval of Agenda

Roll Call:

Aye: Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

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

5.B. Approval of the schedule of bills for September 16, 2024 - \$5,055,262.20.

Roll Call:

Aye: Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

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

5.C. Approval of an ordinance creating the Stonington & Pembroke TIF District Small Business Improvement Grant Program.

Roll Call:

Aye: Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

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

5.D. Approval of an ordinance amending Municipal Code Section 6-2-1-HE-11-1302-A, Additional No Parking Streets and Area - 1957 Chelmsford Place.

Roll Call:

Aye: Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

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

5.E. Review and Acceptance of the Construction Manager's Recommendation of the Qualified Low Bidders and Guaranteed Maximum Price Proposal for the construction of Fire Station #21.

Roll Call:

Aye: Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Arnet, seconded by Trustee Stanton, to approve Item 5.F.

5.F. Approval of design engineering services agreement with Hey & Associates of Chicago, IL for the Grand Canyon Parkway and Illinois Boulevard Storm Sewer Projects, in an amount not to exceed \$92,170.

Roll Call:

Aye: Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

6. REPORTS:

6.A. President's Report

Proclamation(s)

Trustee Arnet read the following proclamation.

Motion by Trustee Kinnane, seconded by Trustee Stanton, to concur with the proclamation proclaiming Saturday, September 28, 2024, as Mark Wondolkowski Day. Voice vote taken. All ayes. Motion carried.

Mark Wondolkowski accepted the proclamation and was congratulated by the board.

Trustee Newell read the following proclamation.

Motion by Trustee Kinnane, seconded by Trustee Arnet, to concur with the proclamation proclaiming September 16 – 22, 2024, as Constitution Week. Voice vote taken. All ayes. Motion carried.

Trustee Pilafas read the following proclamation.

Motion by Trustee Arnet, seconded by Trustee Stanton, to concur with the proclamation proclaiming September 23 - 29, 2024, as See Tracks? Think Train Week. Voice vote taken. All ayes. Motion carried.

Board & Commission Appointment(s)/Reappointment(s)/Resignation(s)

Motion by Trustee Stanton, seconded by Trustee Pilafas, to accept the appointment of Diana Murray to the Sister Cities Commission. Voice vote taken. All ayes. Motion carried.

Mayor McLeod mentioned receipt of a letter from Mayor Rod Craig, Northwest Municipal Conference President, reappointing him to the Executive Board Legislative Committee and Transportation Committee of the Northwest Municipal Conference which he served on for many years and that he appreciates the honor that President Craig has given him. He mentioned a couple of upcoming events including Wine Wednesday at the Hilton Garden Inn, this Wednesday, September 18 from 4:30 p.m. to 6:30 p.m. where there will be free appetizers, drink specials, live music and fun. Donations for local food pantries are welcome. On Saturday, September 21st, please join the Village Historian and Village Board in the Hennessey Room for birthday cake, coffee, and a photo presentation to celebrate the Village's 65th birthday! Mayor McLeod participated in a Transportation Forum that Maggie Travor, County Commissioner, called for at Northwest Community Hospital in Arlington Heights and a Northwest National League of Cities Transportation Infrastructure Services Committee. He attended several events including the Veteran's Commission 911 Ceremony, a Northwest Municipal Conference Board of Directors Meeting, the Love Local Studio Grand Opening at Bell Works, the Multi-business After Hours at The Main Event, a Cook County Economic Manager's Round Table, and a Pace Suburban Bus budget briefing. He also attended the Schaumburg Township Library 2nd Floor Grand Reopening, the block party on Bur Oak Drive as well as the block party on Anjou Lane. He also mentioned several Trustees attended the Yappy Hour at Poplar Creek Country Club. He and members of the Village Board also participated in a

Dementia Training Workshop that all the Village Staff and now the Village Board has taken, as an initiative to becoming a dementia friendly community.

6.B. Trustee Comments

Trustee Newell attended a Utility Commission meeting, Platzkonzert, the Community Garage Sale at Seascap, the block party on Sturbridge Drive, and the Veteran's Commission 911 Ceremony which she stated was always very moving. She also attended the Schaumburg Township Library 2nd Floor Grand Reopening, Yappy Hour, the block party on Bur Oak Drive, and the block party on Anjou Lane. She participated in the Dementia Training Workshop and thanked Dr. Saavedra for arranging the workshop.

Trustee Pilafas thanked Health and Human Services for the education this evening on Dementia. He stated he attended the Schaumburg Township Library 2nd Floor Grand Reopening, the Love Local Studio Grand Opening at Bell Works, and Platzkonzert from September 6 – 8. He stated Platzkonzert was a blast and broke both attendance and revenue records on both Saturday and Sunday. He extended his thanks to Mayor McLeod, Clerk Richter, and Village Manager, Eric Palm, for being at the Keg Tapping on Friday night. He stated that The Bears game, the entertainment, and Kinderplatz events, overall were successful. He extended many thanks to the Arena team, the Levy team, Public Works, the Police Department, and the Commission. He participated in a WT Foundation golf event, an Economic Development meeting, and a Business Blitz. He thanked volunteers who helped with the Business Blitz.

Trustee Kinnane volunteered at a few Our Lady of Angels events to collect donations and feed many families in need. He attended the Thomas Jefferson Middle School Ribbon Cutting, a couple Knights of Columbus meetings, the Veteran's Commission 911 Ceremony, and the Love Local Studio Grand Opening. He also participated in the Dementia Training Workshop and mentioned it was very educational for him.

Trustee Arnet attended the Community Garage Sale at Seascap, Platzkonzert, the block party on Sturbridge Drive, Yappy Hour, the block party on Bur Oak Drive, and the block party on Anjou Lane. She participated in the Dementia Training Workshop and extended her thanks to Dr. Saavedra, her staff, and Lynne O'Malley. She mentioned the information was very helpful. She congratulated Mark Wondolkowski for his 25 years of service.

Trustee Stanton stated he attended an Economic Development meeting, the WT Foundation golf event, the Veteran's Commission 911 Ceremony, the Love Local Studio Grand Opening, the Schaumburg Township Library 2nd Floor Grand Reopening, and Yappy Hour. He also participated in tonight's Dementia Training Workshop.

6.C. Village Manager's Report

Village Manager Palm stated Village staff is reviewing drafts of revisions to the zoning ordinance and will examine the limitations of individuals in dwelling units related to square footage that Trustee Pilafas had previously inquired about and will bring it back to the Board for discussion at that time. Trustee Pilafas stated his HOA would be interested in the topic. Mr. Palm stated that they may also be able to have a meeting with the HOA when they get closer to that point. Mr. Palm also stated that the Village earlier this year approved several contracts to rehabilitate Well 10 and that project is now complete and the well is now operational. He also reminded the Board, that the Director of Public Works, Joe Nebel, has agreed to spearhead the holiday tree lighting ceremony this year and that they are moving full steam ahead with the planning and getting contracts signed. Mr. Palm also updated the Board on the status of The Village Green Project. He stated that due to permitting issues, the construction that was originally planned to start this fall will be pushed out to next fall. He mentioned that they have been in contact with the state and that the state is going to give us an extension on the \$500,000 grant. We will award the bids later this year and push the work out until after Platzkonzert in fall of 2025. Mayor McLeod thanked Director Nebel for taking on the tree lighting ceremony. He also extended his appreciation for the work on Well 10.

6.D. Village Clerk's Report

The Village Clerk stated that during the month of August, 30 passports were processed and 263 FOIA requests were responded to.

6.E. Committee Reports**Finance**

Trustee Pilafas stated that they would be meeting to discuss the Now Arena Boiler and Storage Tank Replacement project and to receive and file the Finance Department Monthly Report, the Information Technology Department Monthly Report, and the NOW Arena Monthly Report.

Public Health & Safety

Trustee Pilafas stated that they would be meeting to receive and file the Police Department Monthly Report, the Health & Human Services Monthly Report, the Emergency Management Coordinator Monthly Report, and the Fire Department Monthly Report.

Public Works & Utilities

Trustee Newell stated that they would be meeting to receive and file the Department of Public Works Monthly Report and the Engineering Division Monthly Report.

6.F. Treasurer's Report

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

7. ADDITIONAL BUSINESS:

There was no additional business.

3. RECOGNITION OF AUDIENCE:

There were several people who spoke about the ongoing situation in Gaza and their continued support for a ceasefire resolution.

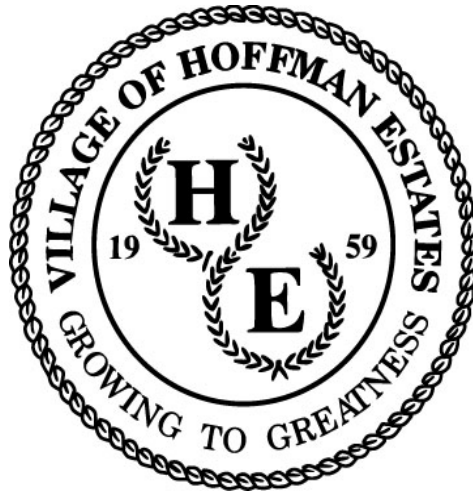
8. ADJOURNMENT:

Motion by Trustee Stanton, seconded by Trustee Arnet, to adjourn the meeting. Voice vote taken. All ayes. Motion carried. Time: 7:59 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.



BILL LIST SUMMARY

BILL LIST AS OF	10/07/2024	\$	1,477,182.88
MANUAL CHECKS	09/13 - 10/03/2024	\$	25,243.42
PAYROLL	09/20, 10/01 & 10/04/2024	\$	3,073,684.18
TOTAL			\$ 4,576,110.48

VILLAGE OF HOFFMAN ESTATES

OCTOBER 7, 2024

ACCOUNT		VENDOR	DESCRIPTION	AMOUNT
GENERAL FUND				
01	0301	STAPLES	OFFICE SUPPLIES	\$38.43
01	0302	ACME TRUCK BRAKE & SUPPLY CO.	STOCK REPAIR PARTS	\$574.87
01	0302	ADVANCE AUTO PARTS	STOCK REPAIR PARTS	\$194.56
01	0302	ATLAS BOBCAT LLC	STOCK REPAIR PARTS	\$105.36
01	0302	BUMPER TO BUMPER/ LEE AUTO	STOCK REPAIR PARTS	\$68.36
01	0302	CAR-ONE TIRE AND AUTO	255/60R18 EAGLE ENFORCER	\$1,309.68
01	0302	CAR-ONE TIRE AND AUTO	255/60R18 EAGLE ENFORCER	\$1,309.68
01	0302	FACTORY MOTOR PARTS CO	STOCK REPAIR PARTS	\$62.79
01	0302	FACTORY MOTOR PARTS CO	STOCK REPAIR PARTS	\$237.97
01	0302	O'REILLY AUTO PARTS	STOCK REPAIR PARTS	\$342.78
01	0303	PROVEN IT	COPIER SERVICES	\$761.54
CASH AND INVENTORIES				\$5,006.02
01	1432	KAPLAN PAVING LLC	ENGINEERING DEPOSIT REFUND	\$1,000.00
01	1432	PAVESTAR INC	ENGINEERING DEPOSIT REFUND	\$1,000.00
01	1466	SCHOOL DISTRICT U-46	PAYOUT RECAPTURE ORD #2577	\$3,129.56
01	1476	SCHOOL DISTRICT U-46	PAYOUT LAND CONTRIBUTION	\$3,103.52
PAYMENTS FROM DEPOSITS ON HAND				\$8,233.08
01	1214	NCPERS-IL IMRF	DED:2030 IMRF LIFE	\$816.00
01	1218	INT'L BROTHERHOOD TEAMSTERS LCL	DED:2034 PW DUES	\$4,163.00
01	1218	METROPOLITAN ALLIANCE OF POLICE	DED:2033 MAP 96	\$3,840.00
01	1218	METROPOLITAN ALLIANCE OF POLICE	DED:2038 MAP 97	\$540.00
01	1222	AFLAC	DED:1027 AFLAC-INS	\$6,898.34
01	1223	AFLAC	DED:2027 AFL-AF TAX	\$1,777.46
01	1226	PRE PAID LEGAL SERVICE INC	DED:2035 LEGAL	\$616.34
01	1232	LYDIA S. MEYER TRUSTEE	DED:0021 CT ORDER	\$850.00
PAYROLL DEDUCTION				\$19,501.14
01000013	3405	BILL TORPE	REFUND DUE TO BILLING ERROR	\$187.35
01000013	3405	BLUE CROSS BLUE SHIELD	AMBULANCE OVERPAYMENT REFUND	\$1,182.58
01000013	3405	BLUE CROSS BLUE SHIELD	DUPLICATE PAYMENT REFUND	\$2,941.50
01000013	3405	COVID 19 HRSA UNINSURED TESTING	OVERPAYMENT REFUND	\$494.86
01000013	3405	EMS MC	MEDICAL BILLING JUL 2024	\$7,135.64
01000013	3405	JOSEPH DIELMAN	AMBULANCE OVERPAYMENT REFUND	\$393.21
01000013	3405	MARIA VILLARRUBIA	AMBULANCE OVERPAYMENT REFUND	\$97.76
01000013	3405	MERIDIAN HEALTH PLAN (MCAID HMO)	AMBULANCE OVERPAYMENT REFUND	\$5.60
01000013	3405	THANH HA	AMBULANCE OVERPAYMENT REFUND	\$795.10
01000016	3706	AARON FRIEDMAN	BLDG PERMIT OVERPAYMENT REFUND	\$6.55
GENERAL-REVENUE ACCOUNTS				\$13,240.15
01101223	4402	WAREHOUSE DIRECT	OFFICE SUPPLIES	\$40.54
01101224	4507	SRSD CONSULTING, LLC	COACHING SESSION 9/4/24	\$375.00
01101224	4542	BAXTER & WOODMAN, INC.	GIS SUPPORT SERVICES	\$1,480.00
ADMINISTRATIVE				\$1,895.54

VILLAGE OF HOFFMAN ESTATES

OCTOBER 7, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01101324 4542	RICHARD A KAVITT ATTORNEY AT LAW	PROFESSIONAL SERVICES	\$3,000.00
01101324 4567	FRANCZEK PC	PROFESSIONAL SERVICES	\$305.00
01101324 4567	JOHN J SCOTILLO	PROFESSIONAL SERVICES	\$1,050.00
LEGAL			\$4,355.00
01101422 4301	RACHEL MUSIALA	IGFOA'24 CONFERENCE REIMB	\$332.44
01101422 4301	RYAN DOWNES	IGFOA'24 CONFERENCE REIMB	\$913.34
01101422 4301	SUSANA ARROYO	IGFOA'24 CONFERENCE REIMB	\$308.06
01101423 4402	STAPLES	OFFICE SUPPLIES	\$159.79
FINANCE			\$1,713.63
01101524 4546	ARC DOCUMENT SOLUTIONS	BOND PRINTS_120_FOLDING	\$90.20
01101524 4546	PADDOCK PUBLICATIONS INC	BID NOTICES	\$211.50
VILLAGE CLERK			\$301.70
01101621 4212	SUZANNE LEVIN	TUITION REIMB - SUMMER 2024	\$4,000.00
01101623 4402	WAREHOUSE DIRECT	OFFICE SUPPLIES	\$149.16
01101623 4416	PROVEN IT	COPIER SERVICES	\$66.71
01101624 4545	KEN KOOP	SAFETY LUNCH REIMB	\$511.58
01101624 4546	ILCMA/ NORTHERN ILLINOIS UNIVERSITY	JOB AD POSTING FEE	\$200.00
01101624 4579	PHYSICIANS IMMEDIATE CARE CHICAGO	DRUG SCREEN	\$450.00
01101624 4579	PHYSICIANS IMMEDIATE CARE CHICAGO	PRE EMP EXAM/ PHYSICAL/ DRUG TEST	\$265.00
01101624 4579	PHYSICIANS IMMEDIATE CARE CHICAGO	PRE EMP EXAM/ PHYSICAL	\$1,170.00
01101624 4580	EMPLOYMENT SCREENING ALLIANCE	CRIMINAL/ MOTOR VEHICLE REPORTS	\$258.00
HUMAN RESOURCES			\$7,070.45
01102522 4301	MELISSA BRITO	TRAVEL EXPENSES REIMB	\$259.25
01102524 4507	MONA S MORRISON	PHOTO SHOOT - SENIOR PROM	\$80.00
COMMUNICATIONS			\$339.25
01107124 4542	COMCAST BUSINESS	INTERNET SERVICES	\$41.96
EMERGENCY OPERATIONS			\$41.96
TOTAL GENERAL GOVERNMENT DEPARTMENT			\$15,717.53
POLICE DEPARTMENT			
01201222 4303	NORTHWEST POLICE ACADEMY	MEMEBERSHIP DUES	\$75.00
01201223 4402	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	\$119.95
01201223 4416	PROVEN IT	COPIER SERVICES	\$471.64
01201223 4422	PAMELA G KARAHALIOS	PROFESSIONAL SERVICES	\$1,150.00
01201224 4507	MORIZZO FUNERAL HOME & CREMATION	PROFESSIONAL SERVICES	\$550.00
ADMINISTRATIVE			\$2,366.59
01202122 4301	ARMANDO LOPEZ	TRAINING - GASOLINE REIMB	\$55.00
01202122 4301	ILLINOIS TACTICAL OFFICER'S ASSOC.	ITOA CONFERENCE - TIM KUBAT	\$350.00
01202122 4304	J.G. UNIFORMS, INC.	HE POLICE UNIFORMS	\$885.85
01202124 4510	CARGORAXX LLC	CAUTION TAPE HOLDER	\$29.00

VILLAGE OF HOFFMAN ESTATES

OCTOBER 7, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01202124 4510	CARGORAXX LLC	ESTIMATED SHIPPING/ HANDLING	\$38.95
01202124 4510	CARGORAXX LLC	FIRE EXTINGUISHER MOUNT	\$49.00
01202124 4510	CARGORAXX LLC	HALLIGAN MOUNT	\$79.00
01202124 4510	CARGORAXX LLC	LARGE CARGORAXX HARD MOUNT	\$624.00
01202124 4510	CARGORAXX LLC	TWO FLARE BOX CONTAINERS	\$114.00
01202125 4602	AIR ONE EQUIPMENT INC	PAC TOOL MOUNTS	\$93.00
PATROL & RESPONSE			\$2,317.80

01202322 4301	NORTH EAST MULTI-REGIONAL TRAINING	TRAINING 08/23/24	\$80.00
01202323 4414	COX COMMUNICATIONS INC.	PROFESSIONAL SERVICES	\$50.00
01202324 4542	CASEBOOK PBC	CASEBOOK PRO - ANNUAL SUBSCRIPT	\$2,993.00
01202324 4542	CASEBOOK PBC	CHANGEMAKERS ONBOARDING	\$999.00
INVESTIGATIONS			\$4,122.00

01202624 4507	DUNDEE ANIMAL HOSPITAL	OAKLEY'S PHYSICAL EXAMINATION	\$94.50
01202624 4507	GOLF ROSE ANIMAL HOSPITAL	CANINE CARE	\$40.95
CANINE			\$135.45

01202822 4301	PRI MANAGEMENT GROUP	SEMINAR 09-17-24 / 3 EMPLOYEES	\$334.80
RECORDS			\$334.80

01202922 4301	IL. ASSOC OF PROPERTY & EVIDENCE MA	IAPEM 2024 REGISTRATION FEE	\$75.00
01202924 4508	GOLF ROSE PET LODGE	ANIMAL CARE JUL-AUG'24	\$3,438.93
ADMINISTRATIVE SERVICES			\$3,513.93

TOTAL POLICE DEPARTMENT			\$12,790.57
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FIRE DEPARTMENT

01301223 4402	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	\$170.73
01301223 4416	PROVEN IT	COPIER SERVICES	\$38.54
ADMINISTRATIVE			\$209.27

01303122 4301.19	NIPSTA	FALL SESSION - ZITO & NORTHRUP	\$800.00
01303122 4301.19	NIPSTA	SUMMER SESSION - SCHUENKE/LITCH.	\$2,900.00
01303122 4304	AIR ONE EQUIPMENT INC	VARIOUS SUPPLIES	\$1,273.00
01303122 4304	TODAYS UNIFORMS	UNIFORMS	\$1,250.90
01303123 4414.14	AIR ONE EQUIPMENT INC	SENSIT HGX-3 GAS MONITOR	\$820.00
01303123 4414.14	AIR ONE EQUIPMENT INC	SHIPPINIG FEE - PO24000419	\$39.00
01303124 4510.14	AIR ONE EQUIPMENT INC	IO4 CAL STAND HOLDER	\$958.00
01303124 4510.14	AIR ONE EQUIPMENT INC	IO4 CALIBRATION TEST STAND	\$1,950.00
01303124 4510.14	AIR ONE EQUIPMENT INC	MSA 34L CALIBRATION CYLINDER	\$420.00
01303124 4510.14	AIR ONE EQUIPMENT INC	MSA 58L 4-GAS CALIBRATION	\$420.00
01303124 4510.14	AIR ONE EQUIPMENT INC	MSA ALTAIR MULTI GAS DETECTOR	\$3,750.00
01303124 4510.14	AIR ONE EQUIPMENT INC	MSA CALIBRATION CYLINDER	\$420.00
01303124 4510.14	AIR ONE EQUIPMENT INC	MSA MODEL RP CALIBRATION	\$395.00
01303125 4602.14	AIR ONE EQUIPMENT INC	MSA ALTAIR SINGLE GAS AMMOIA NH3	\$998.00
01303125 4602.17	DJS SCUBA LOCKER INC	MKIII 3 DIVER INTERCOM BOX/HEADSET	\$3,300.00
SUPPRESSION			\$19,693.90

VILLAGE OF HOFFMAN ESTATES

OCTOBER 7, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01303224 4510	STRYKER MEDICAL	ESTIMATED SHIPPING/HANDLING	\$93.13
01303224 4510	STRYKER MEDICAL	PATIENT CABLE	\$1,164.40
01303224 4510	STRYKER MEDICAL	SPO2 FINGER PROBE	\$1,163.58
01303224 4542	AIRGAS USA, LLC	MEDICAL SUPPLIES	\$519.98
01303225 4602	FLEXICARE INC.	ESTIMATED SHIPPING/HANDLING	\$22.89
01303225 4602	FLEXICARE INC.	PROVU DISPLAY & CHARGER	\$1,800.00
EMERGENCY MEDICAL SERVICES			\$4,763.98
01303324 4507	COMCAST BUSINESS	INTERNET SERVICES	\$5.64
01303324 4507	JOHNSON CONTROLS SECURITY SOLUTIONS	PROFESSIONAL SERVICES	\$71,429.38
PREVENTION			\$71,435.02
01303523 4412	ARLINGTON POWER EQUIPMENT	ICE MELT, MELTCO PREMIUM	\$1,964.12
FIRE STATIONS			\$1,964.12
TOTAL FIRE DEPARTMENT			\$98,066.29
PUBLIC WORKS			
01401222 4301	J J KELLER & ASSOCIATES INC	REPAIR PARTS	\$800.00
01401223 4414	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	\$27.25
01401224 4507	PHYSICIANS IMMEDIATE CARE CHICAGO	DRUG SCREEN	\$655.00
01401224 4509	LEAF	COPIER	\$115.86
ADMINISTRATIVE			\$1,598.11
01404223 4414	INTERSTATE ALL BATTERY CENTER	REPAIR PARTS	\$563.50
01404223 4414	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	\$27.95
01404224 4502	COMMONWEALTH EDISON	ELECTRIC TRAFFIC SIGNAL	\$2,312.35
01404224 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 0 SEDGE LT RT25	\$5,562.56
01404224 4521	BUILDERS ASPHALT, LLC	COLD PATCH	\$509.85
01404224 4521	BUILDERS ASPHALT, LLC	DUMP BROKEN ASPHALT	\$65.00
01404224 4521	BUILDERS ASPHALT, LLC	HMA PRIVATE SURFACE	\$1,198.56
01404224 4542	GRAINGER INC	REPAIR PARTS	\$379.52
01404224 4544	3M HAK0206	DIAMOND GRADE DG3 REFL SHEETING	\$3,993.75
01404224 4544	3M HAK0206	ELECTROCUT FILM 1172C RED	\$563.85
01404224 4545	FIVE STAR SAFETY EQUIPMENT INC	SAFETY SUPPLIES	\$315.00
TRAFFIC OPERATIONS			\$15,491.89
01404323 4414	MENARDS - HNVR PARK	VARIOUS SUPPLIES	\$7.96
01404324 4507	ADVANCED TREE CARE	CONTRACTED TREE MAINTENANCE	\$10,210.00
01404324 4507	ADVANCED TREE CARE	PARKWAY TREE REMOVAL PROGRAM	\$56,640.00
01404324 4507	FOREVER GREEN LAWN CARE	2024 WEED CONTROL AND FERTILIZ	\$7,929.65
01404324 4507	LUCAS LANDSCAPING AND DESIGN	2024 BRUSH PICK UP PROGRAM	\$5,815.02
01404324 4507	V CARDENAS LANDSCAPING	2024 LANDSCAPE MAINTENANCE	\$2,744.43
01404324 4510	RALPH HELM INC	REPAIR PARTS	\$500.89
01404324 4537	MENARDS - HNVR PARK	VARIOUS SUPPLIES	\$43.96
FORESTRY			\$83,891.91

VILLAGE OF HOFFMAN ESTATES

OCTOBER 7, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01404424 4501	COMCAST BUSINESS	INTERNET SERVICES	\$207.38
01404424 4502	COMMONWEALTH EDISON	ELECTRIC 2200 W HIGGINS	\$291.42
01404424 4503	NICOR GAS	GAS 1300 WESTBURY DR	\$175.60
01404424 4503	NICOR GAS	GAS 1700 MOON LAKE	\$219.17
01404424 4503	NICOR GAS	GAS 1900 HASSELL RD	\$48.00
01404424 4503	NICOR GAS	GAS 225 FLAGSTAFF LN	\$182.22
01404424 4503	NICOR GAS	GAS 2305 PEMBROKE	\$152.02
01404424 4503	NICOR GAS	GAS 2405 PEMBROKE	\$206.37
01404424 4503	NICOR GAS	GAS 411 W HIGGINS RD	\$1,638.57
01404424 4503	NICOR GAS	GAS 5775 BEACON POINTE DR	\$428.58
01404424 4507	ACCURATE DOCUMENT DESTRUCTION INC	SHREDDING SERVICES	\$1,095.09
01404424 4507	GROOT RECYCLING & WASTE SERV.,INC.	DISPOSAL FEE YARD WASTE	\$2,273.25
01404424 4507	MIDWEST ENVIRONMENTAL CONSULTING	PERFORM NON-VIABLE MOLD TEST	\$1,500.00
01404424 4507	SOUND INC.	MONTHLY CONTROL PANEL	\$1,019.41
01404424 4509	CINTAS #22	FLOOR MAT RENTAL AND CLEAN	\$51.80
01404424 4510	AMPERAGE ELECTRICAL SUPPLY	VARIOUS SUPPLIES	\$323.54
01404424 4510	BATTERIES PLUS BULBS	BATTERIES	\$170.00
01404424 4510	BATTERIES PLUS BULBS	VARIOUS SUPPLIES	\$161.50
01404424 4510	FOX VALLEY FIRE & SAFETY CO	FIRE ALARM SYSTEM REPLACEMENT	\$6,478.00
01404424 4510	GENSERVE LLC	REPAIR PARTS	\$94.33
01404424 4510	GRAINGER INC	REPAIR PARTS	\$89.68
01404424 4510	MITSUBISHI ELECTRIC POWER PRODUCTS	AFTER HOURS STARTUP SERVICE	\$1,932.37
01404424 4510	THE FINER LINE	NAME PLATE ENGRAVING	\$55.85
01404424 4516	ECO CLEAN MAINTENANCE INC	VILLAGE HALL	\$3,602.00
01404424 4516	WOLF ELECTRIC SUPPLY CO	REPAIR PARTS	\$119.00
01404424 4517	ECO CLEAN MAINTENANCE INC	POLICE DEPARTMENT	\$1,905.00
01404424 4517	WOLF ELECTRIC SUPPLY CO	REPAIR PARTS	\$299.20
01404424 4518	CINTAS #22	FLOOR MAT RENTAL AND CLEAN	\$204.65
01404424 4518	SOUND INC.	MONTHLY CONTROL PANEL	\$156.80
01404424 4518	WEBMARC DOORS	DOOR REPAIR SERVICE	\$535.59
01404424 4520	ECO CLEAN MAINTENANCE INC	PUBLIC WORKS CENTER	\$1,600.00
01404424 4520	GRAINGER INC	REPAIR PARTS	\$68.28
01404424 4520	MENARDS - HNVR PARK	VARIOUS SUPPLIES	\$11.99
01404424 4542	BALANCED ENVIRONMENTS INC	TENT INSTALLATION & REMOVAL	\$2,300.00
FACILITIES			\$29,596.66

01404522 4301	J J KELLER & ASSOCIATES INC	2 ELDT SEATS ADDED	\$500.00
01404522 4304	CINTAS #22	UNIFORM AND MAT RENTAL	\$113.03
01404523 4408	SNAP-ON INDUSTRIAL	REPAIR PARTS	\$282.60
01404523 4411	AL WARREN OIL CO INC	FUEL BIO-DIESEL	\$8,168.88
01404523 4411	AL WARREN OIL CO INC	FUEL REGULAR	\$24,967.50
01404523 4414	AMAZON CAPITAL SERVICES INC	15X20 MED-WGT ABSORB. PAD	\$186.64
01404523 4414	AMAZON CAPITAL SERVICES INC	60-PACK PEGBOARD HOOKS	\$17.98
01404523 4414	AMAZON CAPITAL SERVICES INC	DUCK CLEAR PACKING TAPE	\$19.14
01404523 4414	CTW INC.	VARIOUS SUPPLIES	\$64.23
01404523 4414	FASTANEL INDUSTRIAL & CONST.	REPAIR PARTS	\$191.33
01404523 4414	GRAINGER INC	REPAIR PARTS	\$111.24
01404523 4414	IMPERIAL SUPPLIES LLC	REPAIR PARTS	\$169.88
01404524 4510	AIRGAS USA, LLC	MEDICAL SUPPLIES	\$351.65
01404524 4510	AMAZON CAPITAL SERVICES INC	VARIOUS SUPPLIES	\$152.95
01404524 4510	GRAINGER INC	REPAIR PARTS	\$149.88
01404524 4510	METRO TANK & PUMP CO	SERVICE CALL 8-28-2024	\$390.00
01404524 4513	ADVANCE AUTO PARTS	REPAIR PARTS	\$8.32

VILLAGE OF HOFFMAN ESTATES

OCTOBER 7, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01404524 4513	AMAZON CAPITAL SERVICES INC	HEAVY DUTY AC SWITCH	\$25.90
01404524 4513	AMAZON CAPITAL SERVICES INC	VARIOUS SUPPLIES	\$28.11
01404524 4513	CAR-ONE TIRE AND AUTO	TIRE DISPOSAL FEE	\$44.00
01404524 4513	FRIENDLY FORD	REPAIR SERVICE	\$73.94
01404524 4513	INTERSTATE BATTERIES-NORTH CHICAGO	REPAIR PARTS	\$437.94
01404524 4513	RT 62 WASH & LUBE	VEHICLE WASH	\$175.00
01404524 4513	ULTRA STROBE COMMUNICATIONS	VARIOUS SUPPLIES	\$259.95
01404524 4514	ADVANCE AUTO PARTS	RTN REPAIR PARTS	(\$48.70)
01404524 4514	AEC FIRE-SAFETY & SECURITY INC	REPAIR PARTS	\$173.37
01404524 4514	AMAZON CAPITAL SERVICES INC	BLADE FUSE BLOCK W/COVER	\$61.68
01404524 4514	AMAZON CAPITAL SERVICES INC	DUAL USB CHARGER SOCKET	\$54.42
01404524 4514	CUMMINS POWER, LLC	REPAIR SERVICE	\$1,088.19
01404524 4514	FOSTER COACH SALES INC	BLOWER MOTOR	\$1,930.90
01404524 4514	FOSTER COACH SALES INC	ESTIMATED SHIPPING/HANDLING	\$188.78
01404524 4514	FOSTER COACH SALES INC	REPAIR PARTS	\$1,363.90
01404524 4514	O'REILLY AUTO PARTS	REPAIR PARTS	\$20.55
01404524 4514	RUSH TRUCK CENTER OF ILLINOIS, INC	BRAKE PAD	\$200.00
01404524 4514	RUSH TRUCK CENTER OF ILLINOIS, INC	REGULATOR DOOR	\$1,515.54
01404524 4514	RUSH TRUCK CENTER OF ILLINOIS, INC	REPAIR PARTS	\$399.72
01404524 4514	ULTRA STROBE COMMUNICATIONS	VARIOUS SUPPLIES	\$239.70
01404524 4534	ADVANCE AUTO PARTS	REPAIR PARTS	\$6.42
01404524 4534	ADVANCE AUTO PARTS	RTN REPAIR PARTS	(\$10.00)
01404524 4534	AMAZON CAPITAL SERVICES INC	LARGE DRILL SET IN CASE	\$29.99
01404524 4534	AMAZON CAPITAL SERVICES INC	RETRACTABLE TRUCK STEP	\$412.72
01404524 4534	AMAZON CAPITAL SERVICES INC	VARIOUS SUPPLIES	\$42.22
01404524 4534	BRAD MANNING FORD INC	REPAIR PARTS	\$649.44
01404524 4534	BUMPER TO BUMPER/ LEE AUTO	REPAIR PARTS	\$83.17
01404524 4534	GRAINGER INC	REPAIR PARTS	\$360.13
01404524 4534	INTERSTATE POWER SYSTEMS INC.	INSPECTION & LOAD TEST	\$1,128.08
01404524 4534	MCMaster CARR SUPPLY CO	REPAIR PARTS	\$50.85
01404524 4534	RUSH TRUCK CENTER OF ILLINOIS, INC	REPAIR PARTS	\$41.62
01404524 4534	ULTRA STROBE COMMUNICATIONS	VARIOUS SUPPLIES	\$88.95
01404524 4534	VERMEER MIDWEST/VERMEER-IL	VARIOUS SUPPLIES	\$176.90
01404524 4536	ADVANCE AUTO PARTS	REPAIR PARTS	\$81.88
01404524 4545	AMAZON CAPITAL SERVICES INC	FIRE EXTINGUISHER STICKER	\$8.79
01404524 4545	AMAZON CAPITAL SERVICES INC	LIGHTWEIGHT EAR MUFFS	\$52.06
01404524 4545	AMAZON CAPITAL SERVICES INC	VALVE LEAK LOCK OUT TAG	\$19.90
01404524 4545	AMAZON CAPITAL SERVICES INC	VARIOUS SUPPLIES	\$481.78
01404525 4602	SNAP-ON INDUSTRIAL	TQ MULTIPLER 1000 FT-B	\$10,493.99
FLEET SERVICES			\$58,277.03
01404623 4414	MENARDS - HNVR PARK	VARIOUS SUPPLIES	\$33.52
01404623 4414	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	\$41.64
01404623 4414	PLUM GROVE PRINTERS INC	BUSINESS CARDS	\$98.90
01404624 4545	FULLIFE SAFETY CENTER	SAFETY SUPPLIES	\$51.40
F.A.S.T.			\$225.46
01404723 4408	MENARDS - HNVR PARK	VARIOUS SUPPLIES	\$78.45
01404724 4545	FIVE STAR SAFETY EQUIPMENT INC	SAFETY SUPPLIES	\$85.00
01404724 4545	SUNBELT RENTALS	EQUIPMENT RENTAL	\$13.99
STORM SEWERS			\$177.44
TOTAL PUBLIC WORKS DEPARTMENT			\$189,258.50

VILLAGE OF HOFFMAN ESTATES

OCTOBER 7, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
DEVELOPMENT SERVICES			
01505022 4301	PHIL GREEN	APA-IL CONFERENCE REIMB	\$928.11
01505024 4507	A. EPSTEIN & SONS INTERNATIONAL INC	COMPREHENSIVE MULTIMODAL	\$18,700.97
01505024 4542	AMERICAN TAXI DISPATCH INC	47 TRIPS @ \$7 + ADMIN FEE	\$361.90
01505024 4546	PADDOCK PUBLICATIONS INC	BID NOTICES	\$19.50
01505024 4546	PADDOCK PUBLICATIONS INC	PUBLIC HEARINGS	\$19.50
PLANNING AND TRANSPORTATION			\$20,029.98
01505123 4403	PLUM GROVE PRINTERS INC	BUSINESS CARDS	\$33.95
01505124 4507	ABC WILDLIFE	INSECT NEST REMOVED	\$350.00
01505124 4507	ANIMAL TRACKERS WILDLIFE COMPANY	TREAT BALD HORNET NEST	\$125.00
01505124 4507	ANIMAL TRACKERS WILDLIFE COMPANY	TREAT YELLOW JACKET NEST	\$125.00
01505124 4507	GILIO LANDSCAPE CONTRACTORS	MOWING FOR CODE	\$240.00
01505124 4507	THOMPSON ELEVATOR INSPECTION INC	ELEVATOR INSPECTIONS	\$166.00
CODE ENFORCEMENT			\$1,039.95
01505222 4301	ALAN WENDERSKI	APWA CONFERENCE TRAVEL REIMB	\$1,365.61
01505223 4403	PLUM GROVE PRINTERS INC	BUSINESS CARDS	\$67.90
ENGINEERING			\$1,433.51
01505922 4301	KEVIN KRAMER	DCAC CONFERENCE REIMB	\$311.24
01505922 4301	KEVIN KRAMER	IEDC CONFERENCE TRAVEL REIMB	\$318.36
01505922 4301	MICHAEL WALKER	NACCED CONFERENCE TRAVEL REIMB	\$2,467.99
01505924 4542	MCDANIELS MARKETING	BRAND DEVELOPMENT	\$1,000.00
01505924 4542	MCDANIELS MARKETING	WEBSITE DEVELOPMENT	\$4,975.00
01505924 4542	MKM DISTRIBUTORS	LOGO - VARIOUS SUPPLIES	\$1,706.25
01505924 4542	NEXT LEVEL NORTHWEST	EXTRA PARTICIPANTS FEE	\$5,000.00
ECONOMIC DEVELOPMENT			\$15,778.84
TOTAL DEVELOPMENT SERVICES DEPARTMENT			\$38,282.28
HEALTH & HUMAN SERVICES DEPARTMENT			
01556522 4301	CATHY DAGIAN STANTON	MILEAGE REIMB_JUL - AUG	\$106.53
01556522 4301	GINA MCCAULEY	MILEAGE REIMB MAY-SEP'2024	\$189.67
01556523 4416	PROVEN IT	COPIER SERVICES	\$107.11
01556524 4507.1	ARREDONDO ADVISORY GROUP INC.	PRESENTATION/ SPEAKER	\$5,510.29
TOTAL HEALTH & HUMAN SERVICES DEPARTMENT			\$5,913.60
BOARDS & COMMISSIONS DEPARTMENT			
01605724 4507	HEALTH ENDEAVORS SC	PRE-EMPL MEDICAL EVALUATION	\$2,280.00
01605724 4507	STEPHEN A LASER ASSOC PC	INDIVIDUAL ASSESSMENT	\$1,200.00
FIRE & POLICE COMMISSION			\$3,480.00
01605824 4555	THE FINER LINE	SHIPPING FEE	\$15.95
01605824 4559	ED MATONE	SENIOR COMMISSION REIMB	\$50.94
01605824 4573	RENACER BOLIVIANO	HISPANIC HERITAGE DAY	\$200.00

VILLAGE OF HOFFMAN ESTATES

OCTOBER 7, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01605824 4575	HI FI EVENTS INC	SOUND/ LIGHTING SERVICES	\$18,750.00
01605824 4575	MICHELLE PILAFAS	VH ART GALLERY REIMB	\$26.31
01605824 5502	SERVICE SANITATION, INC.	PLATZ FEST SANIT SERVICES	\$2,850.00
MISCELLANEOUS B & C			\$21,893.20

TOTAL BOARDS & COMMISSIONS DEPARTMENT	\$25,373.20
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TOTAL GENERAL FUND	\$431,382.36
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ASSET SEIZURE FUND

08 1445	ILLINOIS STATE POLICE ASSET	SAO NO. 21-02-0165	\$355.00
08 1445	ILLINOIS STATE POLICE ASSET	SAO NO. 21-02-0166	\$865.00
TOTAL ASSET SEIZURE FUND			\$1,220.00

PRAIRIE STONE CAPITAL FUND

27000025 4621	TRIA ARCHITECTURE INC	PROFESSIONAL SERVICES	\$93,263.98
TOTAL PRAIRIE STONE CAPITAL FUND			\$93,263.98

ROAD IMPROVEMENT FUND

29000025 4606	ALAMP CONCRETE CONTRACTORS,INC.	2024 STREET REVITALIZATION	\$410,524.19
29000025 4606	SCHROEDER ASPHALT SERVICES INC	BATAVIA LANE INFRASTRUCTURE	\$72,680.31
TOTAL ROAD IMPROVEMENT FUND			\$483,204.50

CAPITAL IMPROVEMENTS FUND

36000025 4604	MITSUBISHI ELECTRIC POWER PRODUCTS	ESTIMATED SHIPPING/HANDLING	\$1,321.44
36000025 4604	SAFE-WAY TUCKPOINTING LLP	MASONRY REPAIRS, TUCKPOINTING	\$40,000.00
TOTAL CAPITAL IMPROVEMENTS FUND			\$41,321.44

CAPITAL VEHICLE AND EQUIPMENT FUND

37000025 4602	COLLEGE OF DUPAGE	UAV PART 107 TEST PREP	\$650.00
37000025 4603	BLACK WIDOW BEDLINERS	UNDERCOAT/ RUST PROOFING	\$1,450.00
37000025 4603	EBY GRAPHICS	VEHICLE GRAPHIC	\$1,852.58
37000025 4603	LINDCO EQUIPMENT SALES	ADDITIONAL EQUIPMENT	\$2,734.55
37000025 4603	LINDCO EQUIPMENT SALES	TRUCK #41, QUOTE #220078	\$65,494.50
37000025 4603	ULTRA STROBE COMMUNICATIONS	VARIOUS SUPPLIES	\$169.95
TOTAL CAPITAL VEHICLE AND EQUIPMENT FUND			\$72,351.58

WATERWORKS AND SEWERAGE FUND

40 0411	GLENN COHN & APRIL BERN	UB REFUND	\$17.00
40 0411	HOME PARTNERS GA 2015 LLC	UB REFUND	\$27.23
40 0411	JIGNA GANDHI	UB REFUND	\$27.23
40 0411	MANGAI ARUMUGHAM	UB REFUND	\$89.63
40 0411	NORBERT & IRENE WOJTANOWSKI	UB REFUND	\$34.56
40 0411	STRATA FUND 1	UB REFUND	\$121.72
40 0411	TUNIR CHATTERJEE	UB REFUND	\$25.56
WATER MISCELLANEOUS PAYMENT			\$342.93

VILLAGE OF HOFFMAN ESTATES

OCTOBER 7, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
40400013 3425	CEDA ATTN: LIHWAP	REFUND - LIHWAP ID#338063	\$158.81
WATER REFUND			\$158.81
40406723 4403	DEDICATED GRAPHICS, INC	#10 WINDOW ENVELOPES	\$409.32
40406723 4408	MENARDS - HNVR PARK	VARIOUS SUPPLIES	\$89.75
40406723 4408	STANDARD EQUIPMENT CO	REPAIR PARTS	\$464.11
40406723 4414	GRAINGER INC	REPAIR PARTS	\$139.24
40406723 4414	MENARDS - HNVR PARK	VARIOUS SUPPLIES	\$154.21
40406723 4414	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	\$55.20
40406723 4414	PROVEN IT	COPIER SERVICES	\$64.09
40406723 4414	THE STANDARD COMPANIES	CUT WHITE FLANNEL WIPERS	\$449.50
40406723 4414	USA BLUE BOOK	VARIOUS SUPPLIES	\$97.45
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 3451 N. WILSHIRE	\$771.09
40406724 4503	NICOR GAS	GAS 1775 ABBEYWOOD LN	\$44.25
40406724 4503	NICOR GAS	GAS 2550 PRAIRIE STONE	\$44.92
40406724 4503	NICOR GAS	GAS 4690 OLMSTEAD DR	\$44.23
40406724 4503	NICOR GAS	GAS 95 ASTER LN	\$56.23
40406724 4507	BAXTER & WOODMAN, INC.	ON-CALL WATER MODEL ASSIS	\$1,050.00
40406724 4507	BAXTER & WOODMAN, INC.	WATER & SEWER RATE STUDY	\$7,795.00
40406724 4507	CONCENTRIC INTEGRATION	PROFESSIONAL SERVICES	\$2,365.46
40406724 4507	M.E. SIMPSON CO., INC.	VILLAGE WIDE LEAK DETECTION	\$15,058.50
40406724 4507	PACE ANALYTICAL SERVICES LLC	PERFORM WATER SAMPLE TEST	\$915.00
40406724 4507	SOUND INC.	MONTHLY CONTROL PANEL	\$392.12
40406724 4509	LEAF	COPIER	\$115.87
40406724 4510	MENARDS - HNVR PARK	VARIOUS SUPPLIES	\$22.49
40406724 4510	MIDWEST FUEL INJECTION SERVICE	VARIOUS SUPPLIES	\$317.70
40406724 4510	POMP'S TIRE	TIRES & TIRE USER FEE	\$403.24
40406724 4528	ZIEBELL WATER SERVICE	REPAIR PARTS	\$677.50
40406724 4529	ADVANCED TURF SOLUTIONS	LANDSCAPE MATERIAL	\$1,646.00
40406724 4529	BEVERLY MATERIALS, L.L.C.	CLEAN FILL - SEMI	\$68.00
40406724 4529	CORE & MAIN LP	VARIOUS SUPPLIES	\$1,149.75
40406724 4529	JCK CONTRACTORS, INC	TOPSOIL	\$215.00
40406724 4529	JSN CONTRACTORS SUPPLY	VARIOUS SUPPLIES	\$201.60
40406724 4529	UNDERGROUND PIPE & VALVE CO	REPAIR PARTS	\$987.00
40406724 4529	WATER PRODUCTS CO.	REPAIR PARTS	\$288.00
40406724 4529	ZIEBELL WATER SERVICE	REPAIR PARTS	\$3,677.26
40406724 4531	A & A EQUIPMENT & SUPPLY CO.	VARIOUS SUPPLIES	\$307.00
40406724 4542	SIEMENS INDUSTRY INC	2024 WATER METER PERFORMANCE	\$20,833.33
40406724 4545	FULLIFE SAFETY CENTER	SAFETY SUPPLIES	\$82.00
40406724 4545	MENARDS - HNVR PARK	VARIOUS SUPPLIES	\$60.85
40406724 4585	INTERSTATE POWER SYSTEMS INC.	ANNUAL INSPECTION	\$1,110.74
40406724 4585	RUSH TRUCK CENTER OF ILLINOIS, INC	REPAIR PARTS	\$977.02
WATER DIVISION			\$63,600.02
40406823 4408	AMAZON CAPITAL SERVICES INC	VARIOUS SUPPLIES	\$262.18
40406823 4408	MENARDS - HNVR PARK	VARIOUS SUPPLIES	\$69.86
40406823 4408	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	\$50.31
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2090 CENTRAL	\$167.39
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1513 GOLF RD	\$928.85
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 5400 W GOLF RD	\$2,425.33
40406824 4525	ENVIRONMENTAL LEVERAGE INC.	HIGH GREASE/FOG FORMULAT	\$1,170.00

VILLAGE OF HOFFMAN ESTATES

OCTOBER 7, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
40406824 4525	GRAINGER INC	REPAIR PARTS	\$240.92
40406824 4525	LAI LTD	REPAIR PARTS	\$1,240.00
40406824 4525	METROPOLITAN INDUSTRIES INC	GASKET-DIAPHRAGM 4"	\$313.27
40406824 4530	BUILDERS ASPHALT, LLC	HMA PRIVATE SURFACE	\$358.38
40406824 4530	JSN CONTRACTORS SUPPLY	VARIOUS SUPPLIES	\$201.60
40406824 4530	OZINGA READY MIX, CONCRETE INC	CONCRETE	\$1,063.00
SEWER DIVISION			\$8,491.09

40407024 4542	FIRST BILLING SERVICES LLC	BILLING SERVICES	\$7,942.76
BILLING DIVISION			\$7,942.76

40407324 4527	DIXON ENGINEERING INC	ENGINEERING SERVICES	\$250.00
40407324 4528	CORE & MAIN LP	2024 FIRE HYDRANT PURCHASE	\$33,670.00
40407325 4603	HENDERSON TRUCK EQUIPMENT-ILLINOIS	UNIT 46 UP-FITTING	\$67,019.00
40407325 4603	KNAPHEIDE TRUCK EQUIPMENT CENTER	SERVICE BODY, LIFT GATE,	\$39,059.00
40407325 4608	CIORBA GROUP, INC.	NEW PFIZER LIFT CONSTRUCTION	\$7,412.50
40407325 4608	SCHROEDER ASPHALT SERVICES INC	BATAVIA LANE INFRASTRUCTURE	\$39,384.34
40407325 4609	SCHROEDER ASPHALT SERVICES INC	BATAVIA LANE INFRASTRUCTURE	\$19,330.26
CAPITAL PROJECTS DIVISION			\$206,125.10

TOTAL WATERWORKS AND SEWERAGE FUND			\$286,660.71
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NOW ARENA OPERATING FUND

41000024 4510	PROVEN IT	COPIER SERVICES	\$174.90
TOTAL NOW ARENA OPERATING FUND			\$174.90

STORMWATER MANAGEMENT FUND

42000024 4507	BAXTER & WOODMAN, INC.	STORMWATER RATE STUDY	\$1,761.25
42000025 4613	CHASTAIN & ASSOCIATES LLC	BATAVIA LN INFRASTRUCTURE	\$2,720.73
42000025 4613	SCHROEDER ASPHALT SERVICES INC	BATAVIA LANE INFRASTRUCTURE	\$28,549.26
42000025 4613	THE W-T GROUP, LLC	GRAND CANYON STORM SEWER	\$3,375.00
TOTAL STORMWATER MANAGEMENT			\$36,406.24

INSURANCE FUND

46 1101	VINCE SCACCIAOCE	SICK INCENTIVE REIMB	\$1,737.30
46700024 4552	FORREST AUTO BODY	VEHICLE REPAIRS	\$1,811.32
TOTAL INSURANCE FUND			\$3,548.62

INFORMATION TECHNOLOGY FUND

47001223 4402	CDW-GOVERNMENT INC	OFFICE SHELVING	\$348.70
ADMINISTRATIVE			\$348.70

47008524 4507	SERVERCENTRAL LLC	CLOUD STORAGE	\$600.00
47008524 4510	CDW-GOVERNMENT INC	APC REPL BATTERY CARTRIDGE	\$265.32
47008524 4510	CDW-GOVERNMENT INC	IBM LTO8 TAPE CARTRIDGE 1	\$686.40
47008524 4510	NOMIC NETWORKS INC	IPS SERICES	\$1,647.00
47008524 4510	TECHNO CONSULTING INC	N-ABLE AND PROFESSIONAL	\$4,561.80

VILLAGE OF HOFFMAN ESTATES

OCTOBER 7, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
47008524 4542	COMMUNITY UNIT SCHOOL DISTRICT 300	FIBER MAINTENANCE	\$1,322.00
47008525 4602	AMPERAGE ELECTRICAL SUPPLY	ELECTRICAL EQUIPMENT	\$378.06
47008525 4602	CDW-GOVERNMENT INC	HP COLOR LASERJET PRO MFP	\$1,062.30
47008525 4602	CDW-GOVERNMENT INC	STARTECH USB DRIVE 1:5 CO	\$464.71
OPERATIONS			\$10,987.59
TOTAL INFORMATION TECHNOLOGY FUND			\$11,336.29
EDA SPECIAL TAX ALLOCATION FUND			
60 1403.1	COMMUNITY UNIT SCHOOL DISTRICT 300	DISBURSEMENT EDA FUNDS	\$7,815.00
60 1405	COMMUNITY UNIT SCHOOL DISTRICT 300	DISBURSEMENT EDA FUNDS	\$78.72
TOTAL EDA SPECIAL TAX ALLOCATION FUND			\$7,893.72
ROSELLE ROAD TIF FUND			
62000024 4507	FRANCE MEDIA, INC	ADVERTISEMENT	\$1,050.00
62000024 4507	NBCUNIVERSAL MEDIA LLC	PROFESSIONAL SERVICES	\$4,061.04
62000024 4507	TOTAL TRAFFIC & WEATHER NETWORK	WEATHER BROADCAST SEPTEMBER	\$2,105.00
TOTAL ROSELLE ROAD TIF FUND			\$7,216.04
HIGGINS/ HASSELL TIF FUND			
72000024 4542	V3 COMPANIES, LTD	BARRINGTON SQUARE TOWN CENTRE	\$1,202.50
TOTAL HIGGINS/ HASSELL TIF FUND			\$1,202.50

BILL LIST TOTAL

\$1,477,182.88

SUPERION
DATE: 10/03/2024
TIME: 11:45:41

VILLAGE OF HOFFMAN ESTATES
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20240913 00:00:00.000' and '20241003 00:00:00.000'
ACCOUNTING PERIOD: 10/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
0102	134564 V	04/02/24	2239	COOK COUNTY CLERK	01101524	RECORDINGS	0.00	-133.00
0102	136150 V	08/20/24	21424	MARSHALL WOLF AUTOMATION	40406724	REPAIR PARTS	0.00	-347.35
0102	136487	09/13/24	19229	JEWEL FOOD STORES	01404623	VARIOUS SUPPLIES	0.00	13.98
0102	136487	09/13/24	19229	JEWEL FOOD STORES	01202423	VARIOUS SUPPLIES	0.00	68.45
TOTAL CHECK							0.00	82.43
0102	136488	09/16/24	21424	MARSHALL WOLF AUTOMATION	40406724	REPAIR PARTS	0.00	347.35
0102	136489	09/17/24	22065	TATSUYA & JILL IZUMIKAWA	40400013	UB OVERPAYMENT REFUND	0.00	6,924.06
0102	136490	09/17/24	22064	MELISSA KISSANE	01101422	IGFOA TRAVEL REIMB	0.00	541.02
0102	136491	09/17/24	4496	VERIZON WIRELESS	01556524	LANDLINES	0.00	86.60
0102	136491	09/17/24	4496	VERIZON WIRELESS	40406724	LANDLINES	0.00	1,848.93
0102	136491	09/17/24	4496	VERIZON WIRELESS	47008524	LANDLINES	0.00	38.97
0102	136491	09/17/24	4496	VERIZON WIRELESS	47001224	LANDLINES	0.00	3,282.14
0102	136491	09/17/24	4496	VERIZON WIRELESS	47001224	EQUIPMENT CHARGE	0.00	874.90
0102	136491	09/17/24	4496	VERIZON WIRELESS	01101124	LANDLINES	0.00	597.01
0102	136491	09/17/24	4496	VERIZON WIRELESS	01101224	LANDLINES	0.00	178.61
0102	136491	09/17/24	4496	VERIZON WIRELESS	01101424	LANDLINES	0.00	129.90
0102	136491	09/17/24	4496	VERIZON WIRELESS	01101524	LANDLINES	0.00	43.30
0102	136491	09/17/24	4496	VERIZON WIRELESS	01101624	LANDLINES	0.00	129.90
0102	136491	09/17/24	4496	VERIZON WIRELESS	01102524	LANDLINES	0.00	43.30
0102	136491	09/17/24	4496	VERIZON WIRELESS	01107124	LANDLINES	0.00	43.30
0102	136491	09/17/24	4496	VERIZON WIRELESS	01201224	LANDLINES	0.00	1,450.57
0102	136491	09/17/24	4496	VERIZON WIRELESS	01303124	LANDLINES	0.00	84.43
0102	136491	09/17/24	4496	VERIZON WIRELESS	01303224	LANDLINES	0.00	840.07
0102	136491	09/17/24	4496	VERIZON WIRELESS	01303324	LANDLINES	0.00	173.20
0102	136491	09/17/24	4496	VERIZON WIRELESS	01401224	LANDLINES	0.00	125.56
0102	136491	09/17/24	4496	VERIZON WIRELESS	01404224	LANDLINES	0.00	216.51
0102	136491	09/17/24	4496	VERIZON WIRELESS	01404324	LANDLINES	0.00	333.41
0102	136491	09/17/24	4496	VERIZON WIRELESS	01404424	LANDLINES	0.00	363.71
0102	136491	09/17/24	4496	VERIZON WIRELESS	01404524	LANDLINES	0.00	133.14
0102	136491	09/17/24	4496	VERIZON WIRELESS	01404624	LANDLINES	0.00	103.92
0102	136491	09/17/24	4496	VERIZON WIRELESS	01404724	LANDLINES	0.00	64.95
0102	136491	09/17/24	4496	VERIZON WIRELESS	01501224	LANDLINES	0.00	86.60
0102	136491	09/17/24	4496	VERIZON WIRELESS	01505024	LANDLINES	0.00	160.20
0102	136491	09/17/24	4496	VERIZON WIRELESS	01505124	LANDLINES	0.00	679.82
0102	136491	09/17/24	4496	VERIZON WIRELESS	01505224	LANDLINES	0.00	734.45
0102	136491	09/17/24	4496	VERIZON WIRELESS	01505924	LANDLINES	0.00	119.08
TOTAL CHECK							0.00	12,966.48
0102	136492	09/17/24	4065	THE HOME DEPOT #1904	01303123	VARIOUS SUPPLIES	0.00	399.47
0102	136492	09/17/24	4065	THE HOME DEPOT #1904	01303123	VARIOUS SUPPLIES	0.00	81.51
0102	136492	09/17/24	4065	THE HOME DEPOT #1904	01404223	VARIOUS SUPPLIES	0.00	413.80
0102	136492	09/17/24	4065	THE HOME DEPOT #1904	01404223	VARIOUS SUPPLIES	0.00	17.57
0102	136492	09/17/24	4065	THE HOME DEPOT #1904	01404424	VARIOUS SUPPLIES	0.00	881.82
0102	136492	09/17/24	4065	THE HOME DEPOT #1904	01404424	VARIOUS SUPPLIES	0.00	56.87
0102	136492	09/17/24	4065	THE HOME DEPOT #1904	01404424	VARIOUS SUPPLIES	0.00	505.86
0102	136492	09/17/24	4065	THE HOME DEPOT #1904	01404523	VARIOUS SUPPLIES	0.00	56.25

SUPERION
DATE: 10/03/2024
TIME: 11:45:41

VILLAGE OF HOFFMAN ESTATES
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20240913 00:00:00.000' and '20241003 00:00:00.000'
ACCOUNTING PERIOD: 10/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
0102	136492	09/17/24	4065	THE HOME DEPOT #1904	01404524	VARIOUS SUPPLIES	0.00	9.98
0102	136492	09/17/24	4065	THE HOME DEPOT #1904	01404623	VARIOUS SUPPLIES	0.00	51.85
0102	136492	09/17/24	4065	THE HOME DEPOT #1904	40406723	VARIOUS SUPPLIES	0.00	64.96
0102	136492	09/17/24	4065	THE HOME DEPOT #1904	40406723	VARIOUS SUPPLIES	0.00	99.64
0102	136492	09/17/24	4065	THE HOME DEPOT #1904	40406724	VARIOUS SUPPLIES	0.00	37.42
0102	136492	09/17/24	4065	THE HOME DEPOT #1904	40406724	VARIOUS SUPPLIES	0.00	269.71
0102	136492	09/17/24	4065	THE HOME DEPOT #1904	40406724	VARIOUS SUPPLIES	0.00	27.97
TOTAL	CHECK						0.00	2,974.68
0102	136493	09/18/24	21594	JOSEPH LIM	01605824	SENIOR COMMISS PROM	0.00	100.00
0102	136494	09/19/24	11874	IFSAP	01301222	IFSAP FALL SEMINAR	0.00	45.00
0102	136501	09/23/24	2645	FEDERAL EXPRESS CORP	01101423	SHIPPING	0.00	9.75
0102	136502	09/24/24	19066	VINCENT BAVA	01	C-PAL	0.00	1,600.00
0102	136503	09/26/24	2239	COOK COUNTY CLERK	01101524	RECORDINGS	0.00	133.00
TOTAL	CASH ACCOUNT						0.00	25,243.42
TOTAL	FUND						0.00	25,243.42
TOTAL	REPORT						0.00	25,243.42



AGENDA ITEM REPORT

Village Board of Trustees
October 7, 2024
ITEM 5C

REQUEST: Approval of a Professional Services Agreement with Sentinel Technologies Inc. for Cybersecurity Assessment services in an amount not to exceed \$197,002.50

FROM: Darek Raszka, IT Director

ITEM TYPE: Agreement - Village Board

REQUEST SUMMARY

In May of 2024, the Village issued a Request for Proposals for Cybersecurity Assessment services and received over thirty proposals in response. After evaluating all proposals and interviewing top respondents, staff selected Sentinel Technologies Inc. of Downers Grove, Illinois as the proffered vendor. Sentinel has extensive experience in the cybersecurity assessment field including with local municipalities as well as a deep bench of technical knowledge of the software and hardware that the Village utilizes. Staff anticipates that a relationship with a cybersecurity assessment firm will be an ongoing need in perpetuity to perform regular audits of the Village's systems and recommend improvements or remediation where necessary. Not only is this best practice but also a necessary step for the Village to continue to carry cybersecurity insurance. The scope of work includes evaluating the Village's information technology environment including network, hardware and software configurations and making recommendations for improvements based on findings.

In addition to this effort, the Village has begun a partnership with the Cybersecurity and Infrastructure Security Agency (CISA), a federal agency whose mission is to lead the national effort to understanding, managing, and reducing risk to our cyber and physical infrastructure. The Village is fortunate to have CISA staff who are federal employees based out of Chicago as a nearby resource. CISA has already commenced working with IT Staff to begin reviews of the Village's cybersecurity posture. These preliminary steps are preparing the Village to work with CISA on deeper evaluations and exercises including penetration testing and vulnerability scanning. CISA also provides a wealth of knowledge in the cybersecurity space and partners with the FBI and Secret Service on providing intelligence of known threats to government organizations like the Village so that we may be more prepared. All CISA services are free of charge to the Village. Because CISA has limited capacity, services on an annual basis are limited and it is recommended by CISA that the Village partner with a private cybersecurity firm for supplemental services. The relationship with Sentinel is intended to supplement the services provided by CISA.

FINANCIAL IMPACT

The total cost of this project is \$197,002.50. While funds were not formally budgeted in 2024, these expenses are anticipated and sufficient funds are available in the General Fund for these expenses.

RECOMMENDATION

Approval of a Professional Services Agreement with Sentinel Technologies Inc. for Cybersecurity Assessment services in an amount not to exceed \$197,002.50.

ATTACHMENTS

1. Contract 12644 Cybersecurity Assessment RFP 091824

VILLAGE OF HOFFMAN ESTATES

Professional Services Agreement for Cybersecurity Assessment

This Professional Services Agreement (the “Agreement”) is made and entered into this 7th day of October 2024, by and between the VILLAGE OF HOFFMAN ESTATES, ILLINOIS, a municipal corporation located at 1900 Hassell Road, Hoffman Estates, IL (“Village”) and Sentinel Technologies Inc., with a principal place of business at 2550 Warrenville Road, Downers Grove, Illinois 60515, (“Consultant”) and sets forth the terms and conditions under which Consultant agrees to perform certain land surveying services as set forth below.

This Agreement is made pursuant to a Hoffman Estates Request for Proposals dated May 28, 2024 and Consultant’s Proposal attached hereto as Exhibit A and incorporated herein by reference.

1. SERVICES

Consultant will complete services as outlined in Exhibits A.

Other than what is provided in Paragraph 3 below, Village shall not be responsible for the cost of materials and equipment necessary for the performance of the Services.

No claim for services furnished by Consultant, not specifically provided for in this Agreement, shall be allowed by the Village nor shall Consultant perform any services or furnish any material not covered by this Agreement without prior written approval by Village. Such approval shall be considered a modification of this Agreement.

2. TERM AND TERMINATION

This Agreement shall be effective and binding upon execution. The parties agree that the time for completion of the services including all deliverables outlined in Exhibit A is October 7, 2025. Failure to complete the services outlined in Exhibit A by October 7, 2025. shall be considered a breach of this Agreement unless an extension is agreed to in writing by both parties.

3. FEES AND PAYMENT TERMS

The total cost for Services shall be \$197,002.50.

Any fee for additional services must be agreed to in writing by the Village.

Consultant shall not incur any expenses or costs on behalf of the Village or in performing the Services, other than what is provided for above, unless Village specifically authorizes in advance such expenses or costs in writing. Such additional expenses may include, but are not limited to, travel and lodging expenses.

Invoicing shall occur monthly and shall reflect the percentage of completion for Services. All other payment terms shall be governed by Exhibit A.

4. PERFORMANCE

Consultant shall perform all Services in accordance with applicable professional standards. Consultants' responsibility to perform Services shall be limited to those Services expressly set forth in Exhibit A. The Services will be provided to Village for its review and all conclusions and decisions as a result of the Services will be the responsibility of Village.

5. DELIVERABLES

Deliverables shall be made in accordance with Exhibit A.

6. RELATIONSHIP OF THE PARTIES

In performing Services hereunder, Consultant shall at all times act as an independent Consultant and not as an agent or employee of Village. The Services shall be completed to the satisfaction of Village; however, the actual details of the Services shall be under Consultant's control. Consultant agrees to comply with all applicable state and federal statutes and the Municipal Code of the Village. Consultant further agrees to indemnify and hold Village harmless for any and all claims made arising out of Consultant's breach of the obligations contained in this paragraph.

Consultant is in no way authorized to make any agreement, warranty or representation on behalf of Village or to incur any expenses or implied obligation on behalf of Village without first obtaining Village's prior written consent.

7. CONFIDENTIALITY

During the course of this Agreement, Consultant may have access to data and information of the Village that should remain confidential. Consultant agrees to keep such data and information, including any deliverables, confidential and not disclose any data or information obtained during the course of performing the Services to any third party without the prior written consent of the Village.

Although marked "Confidential Information Property of Sentinel Technologies Inc.", Exhibit A shall not limit the Village's obligations pursuant to the Illinois Freedom of Information Act and nothing in this Agreement shall impose any duty of confidentiality on the Village with regard to but not limited to Exhibit A, or any invoicing or financial information relating to this Agreement.

8. INSURANCE

At Consultant's sole expense, Consultant shall be required to maintain at all times insurance of such types and such amounts, as are necessary to cover responsibilities and

liabilities on a project of the character contemplated under this proposal. Proof of insurance in the amounts required by the Village shall be provided at the time of execution of this Agreement. Failure to provide proof of insurance acceptable to the Village shall result in this Agreement being null and void.

Village shall be named as an additional insured and the address for certificate holder must read exactly as:

Village of Hoffman Estates
1900 Hassell Rd.
Hoffman Estates, IL

9. INDEMNIFICATION

Consultant shall indemnify and hold harmless the Village, and all of its officers, directors, partners, officers, agents, representatives and employees of the foregoing from and against any and all losses, claims, liabilities, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of, in connection with or resulting from: (i) the failure to comply with any applicable law or regulation or breach of this Agreement by Consultant or any of its employees, agents or Consultants; (ii) performance of Services by Consultant or any of its employees, agents or Consultants; (iii) the acts or omissions, including negligence or willful misconduct, of Consultant or any of its employees, agents or contractors. Nothing in this Section shall be construed as a waiver of Village's rights to choose its own counsel to defend any claim arising under this Agreement. This Section shall survive the expiration or earlier termination of this Agreement.

10. ASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned by Consultant without prior written approval of the Village, subject to such conditions and provisions as the Village may deem necessary in its sole and absolute discretion. No such approval by the Village of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Village in addition to the total agreed upon price. Approval by the Village of an assignment shall not be deemed a waiver of any right accrued or accruing against Consultant. No assignee of Consultant shall assign this Agreement without prior written approval of the Village. This Agreement shall be binding upon the parties and their respective heirs, successors, and assigns. Furthermore, Consultant shall not enter into any subcontract with any agency or individual with respect to the performance of Services under this Agreement without the written consent of the Village. Such consent Village may grant, condition or withhold in Village's sole discretion.

11. NOTICE

All notices and other communications required to be given under the Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered; (ii) three (3) business days after sending certified mail, or (iii) sending via email to the addresses below.

If to Village: Village of Hoffman Estates
Eric Palm, Village Manager
1900 Hassell Rd.
Hoffman Estates, IL 60169

If to Consultant: Sentinel Technologies
Robert Lenartowicz, Chief Operating Officer
2550 Warrenville Road
Downers Grove, IL 60515

12. GOVERNING LAW AND VENUE

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court in Cook Village, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

13. COMPLIANCE WITH LAWS

Each party hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations.

14. SEVERABILITY

The invalidity or unenforceability of any particular word, phrase, sentence, paragraph or provision of this Agreement shall not affect the other words, phrases, sentences, paragraphs or provisions hereof. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted and the remainder construed so as to give them meaningful and valid effect. It is the intention of the parties that if any particular provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

15. WAIVER

Either Party's failure to insist upon strict compliance with any provision hereof or its failure to enforce any rights or remedy in any instance shall not constitute or be deemed to be a waiver of any provision, right or remedy.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with regard to the subject matter contained herein and supersedes all prior agreements and understandings between the parties dealing with such subject matter, whether written or oral. No agreement hereafter made between the parties shall be binding on either party unless reduced in writing and signed by the party sought to be bound thereby.

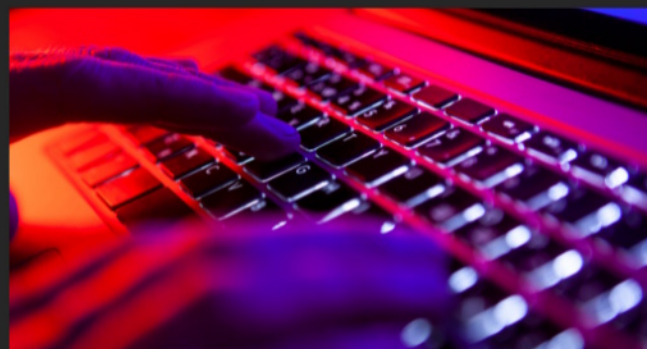
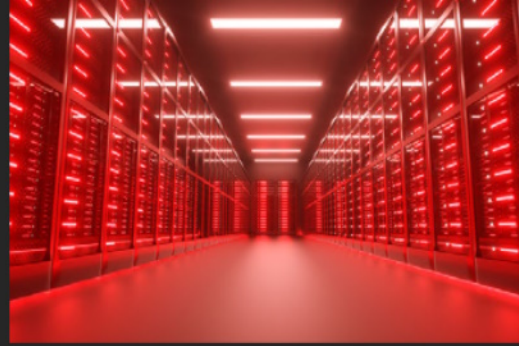
IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

The Village of Hoffman Estates

By: _____
Printed Name: _____
Title: _____
Date: _____

Sentinel Technologies

By: _____
Printed Name: _____
Title: _____
Date: _____



Cybersecurity Assessment RFP

Contract # 012644

Version 5

Prepared for:

Village Of Hoffman Estates

Darek Raszka

darek.raszka@hoffmanestates.org

Appendix A

This Appendix A is governed by the Master Services Agreement by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Village Of Hoffman Estates (Customer) with principal offices at 1900 Hassell Rd., Hoffman Estates, IL 60169-6308.

Fortis Statement of Work - Cyber Advisory

Executive Consulting Services (v-BCP)

Executive Summary

Sentinel Technologies is pleased to provide the Village of Hoffman Estates with the following proposal for Executive Consulting Services (ECS). These services are designed to provide strategic guidance, thought leadership, and business consulting information and recommendations.

Sentinel will assign a dedicated Strategic Advisor to execute our program, focusing on multiple areas, including technology, business, and environmental drivers. Sentinel's executive services engagements combine our own best practices leveraging our AIM™ approach (Advisory Impact Methodology) and industry-leading best practices primarily in partnership with Gartner Consulting, specific technology vendors, and key third parties engaged with the Customer.

Sentinel Executive Consulting Services (ECS) is based on a block of hours that can be customized to fit the Village of Hoffman Estates' needs. For this engagement, Sentinel will provide professional services for business continuity.

Sentinel will engage the most appropriate resources based on the key focus areas and business outcomes below as part of this ECS engagement.

- Sentinel will provide Business Continuity Professional Services (BCP).
 - 12-month agreement

Executive Consulting Services - vBCP

The following items are key values that Sentinel provides to the Village of Hoffman Estates as part of the Executive Consulting Services:

- Significant experience aligning IT solutions with organizational processes and goals.
- Organizational Resilience is based on the pillars and standards of DRIL.
- IT methodology using standards alignment capabilities within NIST, SANS, ITIL, and COBIT.
- Provide industry/peer group intelligence and trending derived from Sentinel's 1000+ Customers.
- Supplemental support for leadership in planning complex IT initiatives.
- Augment smaller IT teams with limited staff to handle current and future initiatives.

Scope of Work

Sentinel Process and Delivery

- 1-hour customer meetings (in person or remotely) and scheduled (weekly, monthly, or quarterly – as requested) to discuss Cyber Incident Response and Disaster Recovery Plans specifications

Fortis Statement of Work - Cyber Advisory

- Review and determine proper Recovery Time Objective (RTO) and Recovery Point Objective (RPO) for infrastructure and applications.
- Create an IT Disaster Recovery Plan based on procedures that Subject Matter Experts (SME) can actively follow during an incident.
- Create a Cyber Incident Response Plan based on procedures that Subject Matter Experts (SME) can actively follow during an incident.
- Work with the client to determine Roles and Responsibilities in creating a RASCI matrix.
- Determine and document risk gaps.
- Evaluate, review and document current backup infrastructure to ensure best security practices.
- Evaluate, review and document disaster recovery resumption strategies to ensure best security practices.

Customer Responsibilities

- Meet with Sentinel's Business Continuity Practitioner weekly (or as requested) online or in person.
- Provide a list of servers and applications and provide proper TEIR levels.
- Provide any current IT environment documentation.
- Provide all current IT Disaster Recovery documentation.

General Assumptions

The following is a list of general project assumptions which Sentinel assumes have been completed or reviewed by the customer prior to the start of the project.

- The current infrastructure under assessment is in an operational state, excluding any specific issues that may be under evaluation as part of the assessment services. Sentinel has not included any troubleshooting or remediation services as part of this proposal.
- For strategic engagements, the stakeholder interview sessions may be performed on-site in person depending on the Customer audience and resource availability. Otherwise, sessions will be performed via Cisco WebEx conference.
- Any information discussed and/or provided by Sentinel to the customer is considered confidential and should not be distributed outside the customer's organization without Sentinel's written approval.
- Sentinel will not be making system configuration changes during this engagement. If these needs are identified, a separate proposal will be created for that work.
- Retainer will be billed in 4 hour minimum blocks of time to allow the Strategic Advisors to focus attention on individual customers.
- If Customer exceeds the retainer hours, Customer will be charged for the actual hours expended by Sentinel. If Customer uses less than the estimated retainer hours, they difference (estimated retainer hours less actual hours used) shall accrue as a credit, which may be applied towards any Sentinel services during the then current Term, at the end of which point any unused credit will expire.
- Generally, services are quoted at a standard rate for labor from 9:00 a.m. – 5:00 p.m. If Customer requires, Contractor can perform some of these services outside of normal business hours at an overtime labor rate.
- Travel and expenses are not included in the pricing and are billed to the Customer as actuals.

Security Assessment

Executive Summary

The Village of Hoffman Estates has engaged Sentinel to provide an assessment of the current security infrastructure and provide recommendations that are based on a strategic approach.

The strategic assessment approach aligns organizational goals and objectives with technology recommendations. Sentinel will meet with key organization stakeholders to gain insight into current challenges as well as future initiatives. This process will provide guidance for the analysis and recommendation phases of the engagement. Sentinel will gather information about the current security infrastructure, topology, devices, and configuration to review it for technical best practice adherence and alignment with organizational goals. A prioritized list of recommendations will be presented to the organization and linked to the key initiatives that are defined in prior phases.

The goal of the assessment is to provide a comprehensive analysis and objective review of the current implementation and provide insight into any future changes that should be made. Although assessments will cover all areas outlined in this proposal, the following areas will be specifically focused on as part of the engagement:

- ~ 1000 devices.
 - Vulnerability scanning.
- NIST Cybersecurity Framework alignment.
- Stakeholder interviews.

As a follow-up to the assessment engagement, Sentinel can provide remediation services for those objectives the customer wishes to pursue and remediate further. Sentinel appreciates the opportunity to provide these services to The Village of Hoffman Estates and looks forward to reviewing the results with the team.

Security Assessment Approach

The assessment will provide actual (as-built) documentation, analysis, and recommendations. Sentinel follows a multi-phased approach with assessments as outlined below:

Fortis Statement of Work - Cyber Advisory



- Establish Security and Risk Tolerance Baseline
- Gather Organizational Goals & Objectives
- Detailed Documentation of the Scoped Infrastructure
- Security Policies & Procedures Review
- NIST Cyber Security Framework



- Vulnerability Scan of Infrastructure with Risk Assignment
- Validation of Configurations, Versions, Security Fixes
- NIST Cyber Security Framework
- Policy Technical Gap Analysis



- Align to Organizational Goals/Objectives
- Cybersecurity Roadmap
- Sentinel and Industry Best Practice Recommendations
- Prioritized Analysis Criteria (Impact, Likelihood, Risk, etc.)
- Technical Background and Contextual Information Provided

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Phase One – Gather



The first phase of the assessment is an information gathering engagement that will provide detailed information about the current environment including both technical and non-technical data. For strategic assessments, Sentinel will meet with the customer stakeholders through an interview session to gather key objectives and goals for the organization. This information will be used to provide perspective and influence on the analysis and recommendations in later phases of the assessment.

A solid security plan goes beyond technology and addresses the entire cybersecurity lifecycle of an organization. During the stakeholder interview session(s) a Sentinel Strategic Advisor will review the National Institute of Standards and Technology (NIST) Cybersecurity Framework with the customer and review organizational alignment to these standards. The NIST Cybersecurity framework provides a comprehensive approach to protecting critical infrastructure using standards and guidelines. This framework emphasizes a prioritized, flexible, repeatable, and cost-effective approach for organizations manage cybersecurity-related risk.

Technical information will be gathered using the existing access credentials to perform a discovery with custom Sentinel tools and manual efforts. The documentation produced by Sentinel will include connectivity information about the infrastructure as well as any additional information discovered for ancillary devices. This documentation provides the baseline information needed by the Sentinel team to analyze the respective technology areas in future phases of the engagement.

Phase Two – Analyze

The second phase of the assessment includes a thorough analysis of the collected information from phase one and performs a technical gap analysis between the current implementation and a best practice implementation in several categories. Both strategic and tactical analysis options are outlined below.

Strategic Analysis

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The strategic analysis identifies actionable items that factor in to the customer's organizational requirements, objectives, and goals. This option allows the recommendations to be tailored for the customer, providing influence and perspective in other areas such as growth, performance, and resiliency, using a holistic approach to ensure the most reliable and functional environment possible. Stakeholder interviews will be performed during the information discovery phase to identify the goals and objectives that will influence the analysis and subsequent recommendations in the final phase of the assessment.



Sentinel will work with the customer to help identify any gaps between the current organizational security approach and those defined by NIST and industry best practices. Cybersecurity policies and procedures will be reviewed and compared to industry best practices to identify any potential compliance or audit exposure for the organization. One of the most vulnerable areas in an organization is its employees. Many users are unaware of proper security policies and procedures when it comes to utilizing company infrastructure. As an optional component to the strategic assessment approach Sentinel can provide planned phishing attacks against the customer organization to determine whether additional policy development is necessary as well as user education.

Tactical Analysis Categories

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Phase Three – Recommend

The third phase of the assessment is where Sentinel will provide a prioritized list of recommendations based on the analysis performed during phase two of the assessment. For tactical assessments, the recommendations will not be influenced by organizational goals and objectives and are considered a subjective opinion based on general industry practices. The strategic assessment recommendations will be influenced and evaluated based on customer organizational goals and objectives gathered during phase one. Findings will be prioritized based on business impact, likelihood, and risk, to determine overall priority.

Sentinel services during this phase may include, but are not limited to the following:

- Strategic Assessments.
 - Organizational alignment to goals and future state objectives.
 - Overall constraints, budgets, non-technical influences.
 - Security deficiency identification with recommendations.
 - Identifying ideal software versions with bug and security vulnerability awareness.
 - Configuration standardization with best-practice consistencies.
 - Recommended configuration changes.
 - Software/hardware upgrade recommendations.

Scope of Work

Phase One - Information Gathering

Process

- Strategic Assessments
 - Work with the customer to determine the appropriate stakeholders that will be interviewed.

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- Provide the stakeholders with a pre-interview overview of the question topic.
- Perform an on-site or remote interview session with key customer stakeholders to gather information regarding organizational goals and objectives.
- Review the NIST Cybersecurity Framework, and Customer cybersecurity policies.
- Review the items within scope for the assessment with the customer to ensure agreement and any additional information, comments, or concerns about the environment.
- Sentinel will perform remote data collection on the infrastructure components considered in scope for the respective technology areas. This may include applications, devices, services, etc. depending on the environment.
 - Remote data collection is the Sentinel preferred method of collection, and will be performed via remote VPN (or equivalent) with access to all infrastructure components and segments under assessment. If remote access is not feasible due to customer security requirements or capabilities, on-site data collection can take place using Sentinel specific tools loaded on Sentinel provided equipment. Sentinel on-site engineer is available upon request and quoted separately.
- Sentinel will require access to all scoped infrastructure with appropriate credentials.
- Sentinel will utilize various custom and commercial tools to collect infrastructure information.
 - The tools may require that a Sentinel Virtual Appliance (SVA) be deployed for local data collection (i.e. security vulnerability scanning, traffic analysis/polling, Netflow, SNMP, etc.).
 - Sentinel Virtual Appliance (SVA) will typically remain on customer premise for a standard duration of at least two (2) weeks however, time may vary based on the assessment scope.
- Sentinel will identify a list of inaccessible devices for the customer to remediate or be excluded from the assessment documentation.
- Sentinel will typically run a final scan after all infrastructure components are accessible.

Sentinel Deliverables

- Strategic Assessments.
 - Stakeholder goals and objectives gathered during interview sessions.
 - Security policies and procedures information.

Customer Responsibilities

- Strategic Assessments.
 - Determine appropriate organization stakeholders that should participate in the stakeholder interview sessions. This will include both technical and non-technical participants.
 - Provide employee list and contact information.
 - Provide access to security policies and procedures.
 - Participate in stakeholder meetings to gather appropriate organizational information.
 - Provide VPN (or equivalent) access for remote data collection. If remote access is not available to Sentinel, provide on-site access to customer network via Sentinel owned device. On-site Sentinel engineer available upon request and is quoted separately.
 - Provide access to all infrastructure devices under assessment including credentials (username/pwd).

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- Tools will require IP connectivity, admin level credentials, and management access (I.e. Telnet, SSH, SNMP, etc.) for onsite or remote VPN facilitated methods.
- For security assessments SPAN ports may be required for traffic analysis. (I.e. Internet edge, server vlan, etc.) RSPAN may be used where possible and technically feasible.
- Tools may require host-based security reporting software to be installed on client/server.
- Complete any device access remediation. Sentinel support available and quoted separately.
- Provide any relevant maintenance status/contract information to assist with information gathering.
- Participate in meetings to review documentation results.

Phase Two – Analysis

Process

- Strategic Assessments.
 - This includes a broader conversation around the infrastructure as a whole and includes a deeper analysis of the customer requirements based on organizational goals.
 - Sentinel will perform a technical gap analysis between the current environment and the desired goals and objectives. A priority weighting will be performed based on organization impact, likelihood of occurrence, and risk for each recommendation.
 - Sentinel will document recommendations and tailor them to meet the customer's identified goals and objectives where applicable.
 - A broader in scope conversation around the NIST Cybersecurity Framework will be performed as well as a deeper analysis of the customer's security posture.
 - Sentinel will review collected policies to and identify areas of improvement and/or compliance concerns.

NIST Cyber Security Framework



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- Sentinel utilizes information gathered in phase one to identify design, configuration, and code-specific (security vulnerabilities) issues/errors to make recommendations which are intended to improve reliability, stability, and/or performance.
- Sentinel will perform a technical analysis on a per-device or logical grouping basis. This analysis will be documented as part of the deliverable document in a findings section organized by infrastructure type and category. Findings will be rated based on business impact, likelihood of occurrence, priority/risk, and complexity.

Sentinel Deliverables

- Sentinel will provide a summary of the analysis findings in a prioritized listing. This document will identify issues that were observed during the information gathering and analysis phases of the assessment. These findings will be used to develop the prioritized list of recommendations based on category. Priority will be weighted based on organizational goals and objectives for strategic assessments. For tactical assessments the priority will be a subjective opinion based on Sentinel and industry practices. The analysis will be based on several areas including the following:
 - Strategic Assessments.
 - Stakeholder interview session goals and objectives summary.
 - Technology alignment with the organizational direction and focus.
 - Future project impact, timelines, milestones, and goals.
 - Best practice design, configurations, and deployment methodologies.
 - Planned and organic growth, scalability, etc.
 - Security vulnerability report.

Customer Responsibilities

Participate in any meetings to review documented findings.

Phase Three – Recommendations**Process**

- Sentinel will utilize the findings from the analysis phase to provide a prioritized list of recommendations.
- Each recommendation will include background information on the topic being discussed in order to provide context for the technical recommendation to follow. Recommendations may reference industry or manufacturer best practice documentation as well as suggested high-level remediation steps.
- Recommendations will be aligned with organizational goals and objectives as part of a strategic assessment and for tactical assessments, provided based on Sentinel opinion and industry practices.
- Supplemental documentation may be provided for customer reference and additional supporting documentation for topic areas.

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Sentinel Deliverables

Sentinel will provide a prioritized list of recommendations to the customer based on the analysis findings.

Customer Responsibilities

Participate in meetings to review documented recommendations.

Project Management

Sentinel will provide a project manager committed to the success of the project. The project manager will be responsible for:

- Complete success of the project.
- Optimal coordination of all resources.
- Guiding the customer on aspects of the project they are required to perform.
- Tracking and reporting of progress.
- Management of expected timelines for the assessment.
- Changes to the project and communications of changes in writing using a Sentinel Change Order.
- Post-assessment project completion agreement and signature.

Project management will ensure complete project success. Communication is the cornerstone of project management and the project manager will be the central communication mechanism for all parties. This will assure all relevant parties are informed about decisions that may affect the success of their component of the solution.

General Assumptions

The following is a list of general project assumptions which Sentinel assumes have been completed or reviewed by the customer prior to the start of the project.

- Sentinel guarantees that it will perform any tests in a responsible and professional manner in accordance with best practices and that it will use its best efforts not to change or amend any applications, data, programs, or components of the Customer's network (including hardware and software). This does not guarantee against any disruption or effect on the Customer's production systems. The Customer understands that Sentinel shall not be liable for any damages that may arise from any such disruption.
- The current infrastructure under assessment is in an operational state, excluding any specific issues that may be under evaluation as part of the assessment services. Sentinel has not included any troubleshooting or remediation services as part of this proposal.
- The Customer has access to all infrastructure areas under assessment and can provide this information to Sentinel.
Note: Service provider managed equipment may not be accessible and therefore excluded from assessment unless configuration(s) can be provided by the customer.
- Sentinel assessment services are performed remotely utilizing customer provided remote access. If on-site services are desired or required, they can be quoted separately including any applicable travel costs.
- Any information discussed and/or provided by Sentinel to the customer is considered confidential and should not be distributed outside the customer's organization without Sentinel's written approval.

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- Remediation of any assessment recommendations are not included within this proposal and can be quoted separately.

Pen Testing

Executive Summary

The Village of Hoffman Estates has engaged Sentinel to provide a wireless penetration test of the current security infrastructure and provide recommendations that are based on a tactical approach.

Sentinel has developed a robust penetration testing methodology and framework that combines the best parts of several industry standard penetration testing frameworks, including frameworks from PTES, FedRAMP, NIST and CREST. Sentinel's methodology and framework is designed to be repeatable, scalable, powerful, and is designed to evolve quickly with the growing threat landscape. The Sentinel approach is designed to simulate the methods an attacker would leverage to circumvent security controls and gain access to organizational systems and data.

As part of the project Sentinel will perform information gathering through device and user enumeration with a mix of automated and manual tools, simulating the methods of an attacker. Sentinel will review the items within scope with the customer to ensure agreement and any additional information, comments, or concerns about the environment. The results of the testing will be shared in a documented deliverable and executive summary. The deliverable will include recommendations on remediating identified findings and creating a holistic security approach.

In-Scope Assets

- - Wireless Penetration Testing:
 - 6 WPA2-PSK SSIDs.

Penetration Testing Methodology and Framework

Pre-Engagement Interactions

During this phase, Sentinel Technologies meets with the customer to formulate the parameters of the engagement, to define the goals of the engagement, and establish rules for the engagement. Parameters define what systems or objects are desired potential targets of the engagement and how Sentinel is allowed to engage with those targets.

The goals of the engagement can be defined as one or more objectives for the engagement, including but not limited to gaining administrative access to systems, exfiltrating sensitive data, or simply creating a list of possible vulnerabilities or attack vectors.

Rules of the engagement define what methods are explicitly allowed or disallowed during the engagement. Allowed or disallowed tools may include but are not limited to vulnerability scanning tools, exploitation tools, social engineering tools, and more.

Intelligence Gathering and Reconnaissance

After parameters, goals, and rules of engagement are defined, the Intelligence Gathering and Reconnaissance phase begins. During this phase, penetration testers will gather all relevant information about the target organization required to facilitate an attack.

This information includes but is not limited to data such as domain registrar data, Domain Name System (DNS) information, public-facing IP addressing information, information about ports are open and listening on each of those addresses, service and application versions that are available on each address, a list of potential employees' usernames or email addresses and any

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information about them which could be used to facilitate an attack, and more.

Once reconnaissance data is collected and organized, the penetration tester will enumerate the gathered information and will research possible vectors for exploitation given the list of known vulnerabilities. Potential avenues for exploitation will be ranked from the most stealthy and “quietest” vectors, which the penetration tester will attempt to exploit first, to the loudest and most hard-hitting attacks, which will only be attempted if more discreet options don't yield desired results.

Exploitation

After compiling a list of all potential exploitation options, the penetration tester will attempt to exploit various entities that are within the scope of the engagement. Exploitation will continue until the goal of the project is reached. If time permits, additional potential exploits will be explored, performed, and documented in order to maximize the time allotted to the customer project.

Post Exploitation

After the initial exploitation step is complete, the penetration tester will take an inventory of any new information gained as a result of the initial attempt at exploitation. If all attempts at exploitation were exhausted with no success, the penetration tester will add information about attempted exploits to the list of potential vulnerabilities and begin the Reporting phase.

For each successful exploit, the penetration tester will document the method and result of exploitation and take inventory of newly accessible entities. New items exposed in Post Exploitation can return all or portions of the workflow to the Intelligence Gathering and Reconnaissance phase. This process will continue until the goal is reached or no further access can be obtained.

Reporting

Once all other phases are complete, meaning that all or some exploits were successful and there is nothing further to exploit (the goal has been reached), or the penetration tester has gone as far as possible and exhausted all vectors of exploitation given time constraints typical of a penetration test, the test will conclude. All information with regard to vulnerabilities, exploit vectors, attempted exploits, and total results will be compiled within a Penetration Test Report and presented to the customer.

Project Milestones

- At the beginning of the project, a Sentinel Project Manager will be assigned to the project and will coordinate a project kickoff meeting with Sentinel's internal penetration testing team as well as the Customer. During this project kickoff meeting, this document will be reviewed in its entirety and any questions from either Sentinel or the Customer about the project will be answered.
- Rules of engagement sign-off.
- During this project, an assigned Sentinel Project Manager will schedule all meetings, which typically include a project kick-off meeting, a final presentation of the penetration test report document, and and after the penetration test report document is presented, an optional meeting that can be used for follow-up if the customer has any further questions about technical aspects of the contents of the penetration test report document. Deliverables for this project are outlined below.

Sentinel Deliverables

At the conclusion of the project, Sentinel will deliver a final report which contains engagement findings and remediation steps, including an executive summary. The following items will be included in that report:

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- A written Executive Summary.
- Reconnaissance information gathered – this can include information gathered about public IP and DNS information, information gathered about users and user accounts, and all other publicly available information gathered regarding in-scope assets to this engagement as they relate to possible attack vectors.
- Identification of attack vectors.
- Explanation of exploits used, including screenshots or other evidence gathered.
- A list of remediation recommendations that are formulated as a result of vulnerabilities discovered during this engagement.

As-Quoted Penetration Testing Assumptions

Wireless Penetration Tests

- Wireless penetration testing is to be completed against WPA2-PSK networks only and involves attempting to capture a password hash for a wireless pre-shared key and then attempting to crack that hash to reveal the underlying plain text password. Sentinel does not quote penetration tests against other types of wireless networks, as wireless penetration testing is conducted as an add-on product to internal penetration testing, and user credentials are typically obtained during internal penetration tests. If an organization allows, for example, user login to an SSID via Active Directory credentials, there's nothing that can really be "tested" in that scenario other than "can this obtained user credential be used to connect to this SSID without another factor or not?" Sentinel does not bill for this type of engagement, as best practices surround it are as simple as a conversation. If non-WPA2-PSK networks are present in the organization, a conversation can be had during the final presentation meeting about best practices surrounding that type of network.
- Wireless penetration tests are conducted via the same penetration testing machine as the rest of the test. For this reason, it is assumed that this machine can "see" all wireless networks to be tested without having to unplug and move the machine. If it is required that the box be moved to a different physical location to conduct tests against additional SSIDs, a Change Order may be required, resulting in additional cost. If this is a question before acceptance of this contract, the Customer is encouraged to discuss this with their Sentinel Account Manager and Solutions Architect.
- Wireless penetration tests are conducted via a USB wireless adapter that will be included with the penetration testing machine when it ships. It is the customer's responsibility to connect that USB wireless adapter to the appliance before it is powered on and ensure that the included antenna is properly connected and raised.

Customer Responsibilities & Assumptions

Project Specific

- It is the Customer's responsibility to ensure there are current and complete backups of all systems being tested BEFORE testing is to take place. Processes performed during a penetration test are manual processes that are very pointed in nature, and Sentinel takes great care in performing exploits that are fully tested and known to be safe; however, Sentinel cannot be held responsible for downtime or data loss to result from a penetration test.
- The Customer must provide information about known maintenance windows or any specific or special times when penetration testing is not allowed so that Sentinel can coordinate efforts accordingly.
- This quote assumes that all penetration testing activities will occur during business hours from 8AM to 5PM Eastern Standard Time. If the Customer requires penetration testing to occur outside of these hours and special accommodations

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were not made for after-hours work when this project was quoted, a Change Order will be required, which will result in additional cost.

- It is generally assumed that for a penetration testing project, as quoted, that work can be performed at least 3 days per work week unless special accommodations are to be made to avoid other projects or specific maintenance windows. Sentinel will work hard to accommodate these situations. Limiting penetration testing hours work to a small amount of time, for example only one day per week would cause a project to run extremely long and is not acceptable.

General

INITIAL

Customer warrants that it owns the systems to be tested or otherwise has the proper authority to allow Sentinel to perform penetration testing activities. It is the Customer's responsibility to ensure accuracy for all IP addresses and URLs (if applicable) that are to be tested, and to ensure all entities that own those URLs and IP addresses are aware that tests will be taking place. Sentinel will not be held responsible if testing occurs on an entity that Sentinel was instructed to test, but testing was not authorized due to inaccurate information provided from the Customer.

It is the Customer's responsibility to ensure that the appropriate permission has been obtained (ideally in writing) if any IP addresses or URLs that are owned by any third party are to be tested during this engagement. If required, Sentinel can provide source IP addresses from which testing will occur to the Customer or to third parties. A similar requirement exists for external IP addresses that are in the Customer's owned IP block but that are routed to equipment not owned by the Customer.

It is the Customer's responsibility to ensure there are current and complete backups of all systems being tested BEFORE testing is to take place and to verify that the backup procedures will enable Customer to restore systems to their pre-test state. Sentinel will not be held responsible for downtime or data loss that is the result of running tools as described above in this document.

Customer acknowledges that as a part of the services, Sentinel may gain access and incidental exposure to sensitive/confidential Customer, or Customer's client, data. Sentinel shall take reasonable precautions to limit its access/exposure to such data. Customer warrants that such access/exposure shall not result in the reporting of Sentinel to any state, federal, or foreign agency as an entity that maliciously acquired and/or breached Personally Identifiable Information (PII), Protected Health Information (PHI), or any other type of sensitive information.

This service necessarily involves the use of network tools and techniques designed to detect and exploit security vulnerabilities. It is impossible to identify and eliminate all risks involved with the use of these tools and techniques. While all due care will be given by the tester to not crash, damage, or otherwise incapacitate a system or process, Sentinel shall not be liable for and Customer shall indemnify and hold Sentinel, its affiliates, and employees harmless from any damages to arise out of any performance issues, instability, crashes, service degradation, or data exploitation. Such indemnification shall extend to any and all third party claims to arise out of the foregoing events.

Customer has read to and accepts all terms in the "As-Quoted Penetration Testing Assumptions" section above.

Customer agrees to participate in a meeting to review test result documents at the conclusion of the project. This meeting is typically 2 hours in duration and includes an interactive presentation that explains how the test was conducted, what was found, and recommendation remediation steps..

 Fortis Statement of Work - Cyber Advisory**Legal Disclaimer**

This service necessarily involves the use of network tools and techniques designed to detect and exploit security vulnerabilities, and it is impossible to identify and eliminate all the risks involved with the use of these tools and techniques. While all due care will be given by the tester to not crash, damage, or otherwise incapacitate a system or process, Sentinel shall not be liable for and Customer shall indemnify and hold Sentinel, its affiliates, and employees harmless from any damages to arise out of any performance issues, instability, crashes, service degradation, or data exploitation. Such indemnification shall extend to any and all third-party claims to arise out of the foregoing events.

Remediation Services

As a follow-up to the engagement, Sentinel can provide remediation services for those objectives the Customer wishes to pursue and remediate further. This remediation services will be quoted and scoped outside of this project, as penetration testing does not include remediation of vulnerabilities, misconfigurations, or other findings in the cost of the initial test. Providing a quote for the amount of time required for all discovered vulnerabilities before a test is complete is not possible, since the amount of work required to mitigate an unknown variable is not possible. Sentinel appreciates the opportunity to provide these services and looks forward to reviewing the results with the team.

NIST CSF Assessment**Executive Summary**

The Village of Hoffman Estates has engaged Sentinel to provide an assessment of the current security infrastructure and provide recommendations that are based on a strategic approach.

The strategic assessment approach aligns organizational goals and objectives with technology recommendations. Sentinel will meet with key organization stakeholders to gain insight into current challenges as well as future initiatives. This process will provide guidance for the analysis and recommendation phases of the engagement. Sentinel will gather information about the current security infrastructure, topology, devices, and configuration to review it for technical best practice adherence and alignment with organizational goals. A prioritized list of recommendations will be presented to the organization and linked to the key initiatives that are defined in prior phases.

Sentinel will gather information about the current SCADA infrastructure, topology, devices, and configuration to review it for technical best practice adherence and alignment with National Institute of Standards and Technology (NIST) Special Publication 800-82 Rev.2 – Guide to Industrial Control Systems (ICS) Security. A prioritized list of recommendations will be presented to the organization and linked to the key initiatives that are defined in prior phases.

The goal of the assessment is to provide a comprehensive analysis and objective review of the current implementation and provide insight into any future changes that should be made. Although assessments will cover all areas outlined in this proposal, the following areas will be specifically focused on as part of the engagement:

- ~ 900 devices.
 - Vulnerability scanning.

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- 1 Network - Water System.
- Stakeholder interviews.
- NIST SP 800-82 control analysis.

As a follow-up to the assessment engagement, Sentinel can provide remediation services for those objectives the Customer wishes to pursue and remediate further. Sentinel appreciates the opportunity to provide these services to The Village of Hoffman Estates and looks forward to reviewing the results with the team.

Assessment Services Approach

The assessment will provide actual (as-built) documentation, analysis, and recommendations. Sentinel follows a multi-phased approach with assessments as outlined below:



- Establish Security and Risk Tolerance Baseline.
- Gather Organizational Goals & Objectives.
- Detailed Documentation of the Scoped Infrastructure.
- Security Policies & Procedures Review.
- NIST SP 800-82 interviews.



- Vulnerability Scan of Infrastructure with Risk Assignment.
- Validation of Configurations, Versions, Security Fixes.
- NIST SP 800-82 Gap Analysis.
- Policy and Procedure Technical Gap Analysis.



- Align to Organizational Goals/Objectives.
- IT Roadmap and Budgetary Planning Assistance.
- Sentinel and Industry Best Practice Recommendations.
- Prioritized Analysis Criteria (Impact, Likelihood, Risk, etc.).
- Technical Background and Contextual Information Provided.

Phase One – Gather

The first phase of the assessment is an information gathering engagement that will provide detailed information about the current environment including both technical and non-technical data. For strategic assessments, Sentinel will meet with the Customer stakeholders through an interview session to gather key objectives and goals for the organization. This information will be used to provide perspective and influence

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on the analysis and recommendations in later phases of the assessment.

A solid security plan goes beyond technology and addresses the entire cybersecurity lifecycle of an organization. During the stakeholder interview session(s) a Sentinel Strategic Advisor will review the National Institute of Standards and Technology (NIST) Special Publication 800-82 (Revision 2) Guide to Industrial Control Systems (ICS) Security. The NIST SP 800-82 framework provides a comprehensive approach to protecting critical infrastructure.

Technical information will be gathered using the existing access credentials to perform a discovery with custom Sentinel tools and manual efforts. The documentation produced by Sentinel will include connectivity information about the infrastructure as well as any additional information discovered for ancillary devices. This documentation provides the baseline information needed by the Sentinel team to analyze the respective technology areas in future phases of the engagement.

Phase Two – Analyze

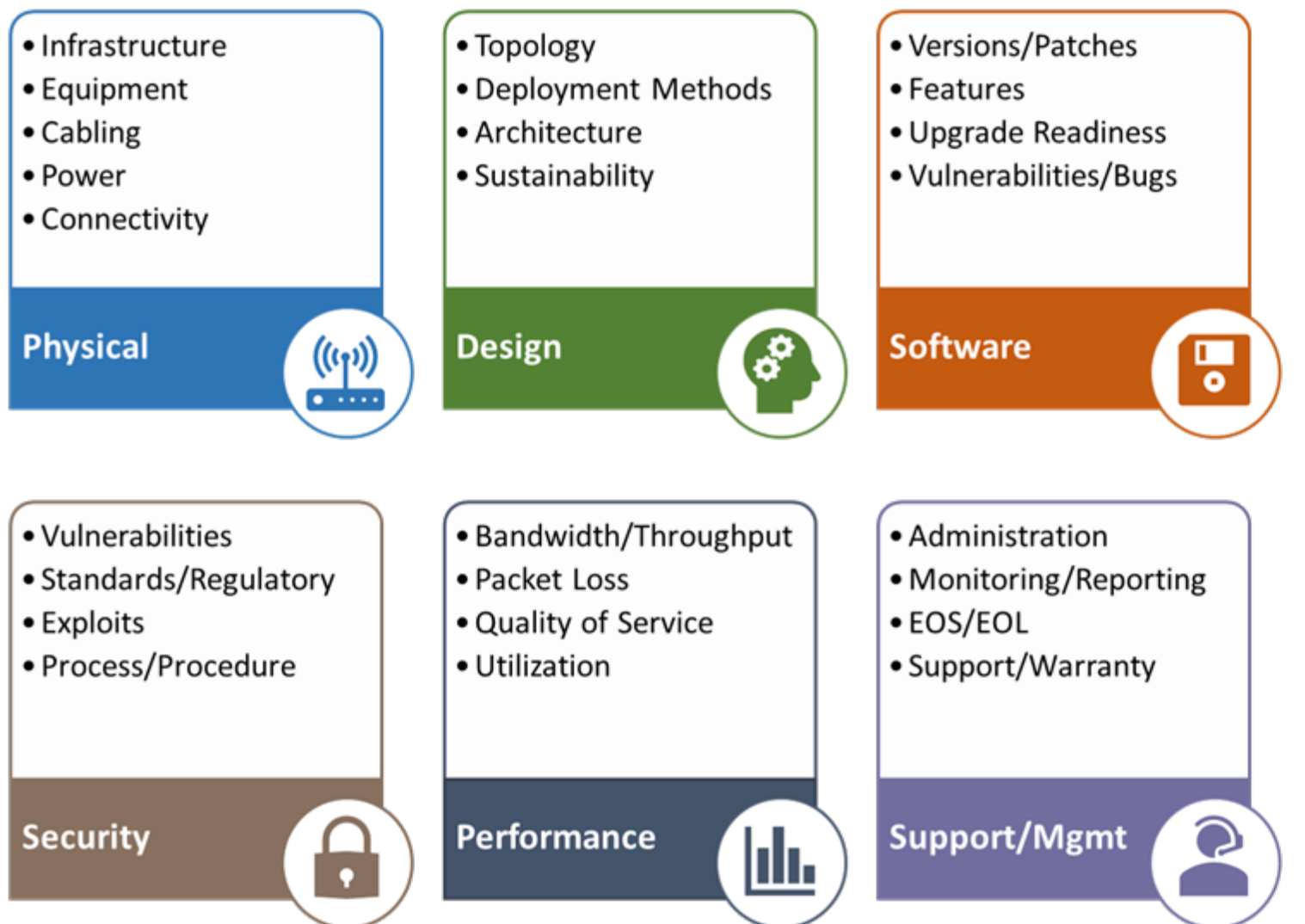
The second phase of the assessment includes a thorough analysis of the collected information from phase one and performs a technical gap analysis between the current implementation and a best practice implementation in several categories. Both strategic and tactical analysis options are outlined below.

Strategic Analysis

The strategic analysis identifies actionable items that factor in to the Customer's organizational requirements, objectives, and goals. This option allows the recommendations to be tailored for the Customer, providing influence and perspective in other areas such as growth, performance, and resiliency, using a holistic approach to ensure the most reliable and functional environment possible. Stakeholder interviews will be performed during the information discovery phase to identify the goals and objectives that will influence the analysis and subsequent recommendations in the final phase of the assessment.

Sentinel will work with the City to help identify any gaps between the current organizational security approach and those defined by NIST SP 800-82 Cybersecurity Guidelines. Cybersecurity policies and procedures will be reviewed and compared to NIST SP 800-82 best practices to identify any potential compliance or audit exposure for the organization. Many users are unaware of proper security policies and procedures when it comes to utilizing company infrastructure. As an optional component to the strategic assessment approach Sentinel can provide planned phishing attacks against the organization to determine whether additional policy development is necessary as well as user education.

Tactical Analysis Categories



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Phase Three – Recommend

The third phase of the assessment is where Sentinel will provide a prioritized list of recommendations based on the analysis performed during phase two of the assessment. For tactical assessments, the recommendations will not be influenced by organizational goals and objectives and are considered a subjective opinion based on general industry practices. The strategic assessment recommendations will be influenced and evaluated based on Customer organizational goals and objectives gathered during phase one. Findings will be prioritized based on business impact, likelihood, and risk, to determine overall priority.

Sentinel services during this phase may include, but are not limited to the following:

- Strategic Assessments.
 - Organizational alignment to goals and future state objectives.

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- Overall constraints, budgets, non-technical influences.
- Security deficiency identification with recommendations.
- Identifying ideal software versions with bug and security vulnerability awareness.
- Configuration standardization with best-practice consistencies.
- Recommended configuration changes.
- Software/hardware upgrade recommendations.

Scope of Work

Phase One – Information Gathering

Process

- Strategic Assessments.
 - Sentinel will work with the Customer to determine the appropriate stakeholders that will be interviewed.
 - Sentinel will provide the Customer with a pre-interview overview of the question topic areas so that stakeholders can be properly prepared.
 - Sentinel will perform an on-site or remote interview session with key Customer stakeholders to gather information regarding organizational goals and objectives.
 - Review the all Customer cybersecurity policies and procedures.
 - Sentinel will review the ICS/SCADA implementation for maturity and determine the future goals of the ICS/SCADA environment.
 - Sentinel will review NIST SP 800-82 control implementation within the environment.
 - Sentinel will review the items within scope for the assessment with the Customer to ensure agreement and any additional information, comments, or concerns about the environment.
 - Sentinel will perform remote data collection on the infrastructure components considered in scope for the respective technology areas. This may include applications, devices, services, etc. depending on the environment.

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- Remote data collection is the Sentinel preferred method of collection, and will be performed via remote VPN (or equivalent) with access to all infrastructure components and segments under assessment. If remote access is not feasible due to Customer security requirements or capabilities, on-site data collection can take place using Sentinel specific tools loaded on Sentinel provided equipment. Sentinel on-site engineer is available upon request and quoted separately.
- Sentinel will require access to all scoped infrastructure with appropriate credentials.
- Sentinel will utilize various custom and commercial tools to collect infrastructure information.
 - The tools may require that a Sentinel Virtual Appliance (SVA) be deployed for local data collection (i.e. security vulnerability scanning, traffic analysis/polling, Netflow, SNMP, etc.).
 - Sentinel Virtual Appliance (SVA) will typically remain on Customer premise for a standard duration of at least two (2) weeks however, time may vary based on the assessment scope.
- Sentinel will identify a list of inaccessible devices for the Customer to remediate or be excluded from the assessment documentation.
- Sentinel will typically run a final scan after all infrastructure components are accessible.

Sentinel Deliverables

- Strategic Assessments.
 - Stakeholder goals and objectives gathered during interview sessions.
 - Security policies and procedures information.
 - ICS/SCADA current maturity level and desired level.

Customer Responsibilities

- Strategic Assessments.
 - Determine appropriate organization stakeholders that should participate in the stakeholder interview sessions. This will include both technical and non-technical participants.
 - Provide employee list and contact information.
 - Provide access to security policies and procedures.
 - Participate in stakeholder meetings to gather appropriate organizational information.

 Fortis Statement of Work - Cyber Advisory

- Access to scoped ICS/SCADA network equipment for analysis.
- Provide VPN (or equivalent) access for remote data collection. If remote access is not available to Sentinel, provide on-site access to Customer network via Sentinel owned device. On-site Sentinel engineer available upon request and is quoted separately.
- Provide access to all infrastructure devices under assessment including credentials (username/pwd).
 - Tools will require IP connectivity, admin level credentials, and management access (I.e. Telnet, SSH, SNMP, etc.) for onsite or remote VPN facilitated methods.
 - For security assessments SPAN ports may be required for traffic analysis. (I.e. Internet edge, server vlan, etc.)RSPAN may be used where possible and technically feasible.
 - Tools may require host-based security reporting software to be installed on client/server.
- Complete any device access remediation. Sentinel support available and quoted separately.
- Provide any relevant maintenance status/contract information to assist with information gathering.
- Participate in meetings to review documentation results.

Phase Two – Analysis

Process

- Strategic Assessments.
 - This includes a broader conversation around the infrastructure as a whole and includes a deeper analysis of the Customer requirements based on organizational goals.
 - Sentinel will perform a technical gap analysis between the current environment and the desired goals and objectives. A priority weighting will be performed based on organization impact, likelihood of occurrence, and risk for each recommendation.
 - Sentinel will document recommendations and tailor them to meet the Customer's identified goals and objectives where applicable.
 - A broader in scope conversation around the NIST SP 800-82 Cybersecurity Guidelines will be

Fortis Statement of Work - Cyber Advisory

performed as well as a deeper analysis of the Customer's security posture.

- Deeper analysis of the Customer adherence to the NIST SP 800-82 Cybersecurity systems.
- Sentinel will review collected policies and procedures and identify areas of improvement and/or compliance concerns.
- Sentinel utilizes information gathered in phase one to identify design, configuration, and code-specific (security vulnerabilities) issues/errors to make recommendations which are intended to improve reliability, stability, and/or performance.
- Sentinel will perform a technical analysis on a per-device or logical grouping basis. This analysis will be documented as part of the deliverable document in a findings section organized by infrastructure type and category. Findings will be rated based on business impact, likelihood of occurrence, priority/risk, and complexity.

Sentinel Deliverables

- Sentinel will provide a summary of the analysis findings in a prioritized listing. This document will identify issues that were observed during the information gathering and analysis phases of the assessment. These findings will be used to develop the prioritized list of recommendations based on category. Priority will be weighted based on organizational goals and objectives for strategic assessments. For tactical assessments the priority will be a subjective opinion based on Sentinel and industry practices. The analysis will be based on several areas including the following:
 - Strategic Assessments.
 - Stakeholder interview session goals and objectives summary.
 - Technology alignment with the organizational direction and focus.
 - Future project impact, timelines, milestones, and goals.
 - Best practice design, configurations, and deployment methodologies.
 - Planned and organic growth, scalability, etc.
 - Security vulnerability report.

Customer Responsibilities

Participate in any meetings to review documented findings.

Phase Three – Recommendations

Process

- Sentinel will utilize the findings from the analysis phase to provide a prioritized list of recommendations.
- Each recommendation will include background information on the topic being discussed in order to provide context for the technical recommendation to follow. Recommendations may reference industry or manufacturer best practice documentation as well as suggested high-level remediation steps.
- Recommendations will be aligned with organizational goals and objectives as part of a strategic assessment and for tactical assessments, provided based on Sentinel opinion and industry practices.
- Supplemental documentation may be provided for Customer reference and additional supporting documentation for topic areas.

Sentinel Deliverables

Sentinel will provide a prioritized list of recommendations to the Customer based on the analysis findings.

Customer Responsibilities

Participate in meetings to review documented recommendations.

Project Management

Sentinel will provide a project manager committed to the success of the project. The project manager will be responsible for:

- Complete success of the project.
- Optimal coordination of all resources.
- Guiding the Customer on aspects of the project they are required to perform.
- Tracking and reporting of progress.
- Management of expected timelines for the assessment.
- Changes to the project and communications of changes in writing using a Project Change Request (PCR) form.

Fortis Statement of Work - Cyber Advisory

- Post-assessment project completion agreement and signature.

Project management will ensure complete project success. Communication is the cornerstone of project management and the project manager will be the central communication mechanism for all parties. This will assure all relevant parties are informed about decisions that may affect the success of their component of the solution.

General Assumptions

The following is a list of general project assumptions which Sentinel assumes have been completed or reviewed by the Customer prior to the start of the project.

- Sentinel guarantees that it will perform any tests in a responsible and professional manner in accordance with best practices and that it will use its best efforts not to change or amend any applications, data, programs, or components of the Customer's network (including hardware and software). This does not guarantee against any disruption or effect on the Customer's production systems. The Customer understands that Sentinel shall not be liable for any damages that may arise from any such disruption.
- The current infrastructure under assessment is in an operational state, excluding any specific issues that may be under evaluation as part of the assessment services. Sentinel has not included any troubleshooting or remediation services as part of this proposal.
- The Customer has access to all infrastructure areas under assessment and can provide this information to Sentinel. **Note: Service provider managed equipment may not be accessible and therefore excluded from assessment unless configuration(s) can be provided by the Customer.**
- Sentinel assessment services are performed remotely utilizing Customer provided remote access. If on-site services are desired or required, they can be quoted separately including any applicable travel costs.
- For strategic assessments, the stakeholder interview sessions may be performed on-site in person depending on the Customer audience and resource availability. Otherwise, sessions will be performed via Cisco WebEx conference.
- IT business process analysis is not included as part of this proposal. These services can be quoted separately by the Sentinel Advisory Services group.
- Any information discussed and/or provided by Sentinel to the Customer is considered confidential and should not be distributed outside the Customer's organization without Sentinel's written approval.
- Remediation of any assessment recommendations are not included within this proposal and can be quoted separately.

Sentinel Consulting Statement of Work - Data Policy Definition

Confidential Information

~~This document is the property of Sentinel Technologies, Inc., is strictly confidential, and contains information intended only for the person or persons to whom it is transmitted. With the receipt of this information, the recipient acknowledges and agrees that: (i) this document is not intended to be distributed, and if distributed inadvertently, will immediately be returned to Sentinel; (ii) the recipient will not reproduce, divulge, or distribute this confidential information, in whole or in part, without the express written consent of Sentinel; (iii) all of the information herein will be treated as confidential material by the recipient with no less care than that afforded to its own confidential material.~~

Statement of Work

Data Policy Creation

Executive Summary

In today's digital landscape, safeguarding sensitive data, including Personally Identifiable Information (PII) and Protected Health Information (PHI), is of utmost importance. A well-defined Data Policy is essential to ensure the confidentiality, integrity, and availability of your critical data assets, while complying with regulatory requirements and industry best practices.

Our experts in data loss prevention, data retention, and the handling of PII and PHI will work closely with your team to understand your current data management practices, identify gaps and vulnerabilities, and develop a comprehensive policy framework that addresses your specific requirements.

The benefits of developing a Data Policy with our consulting division include:

Enhanced data protection : Our collaborative approach will help you establish robust data protection measures, including data loss prevention controls, to safeguard sensitive information from unauthorized access, disclosure, or theft.

Compliance with regulations : We will ensure that your Data Policy aligns with relevant industry regulations and standards, such as GDPR, HIPAA, and NIST, helping you maintain compliance and avoid potential legal and financial repercussions.

Improved data governance : By establishing clear guidelines for data retention, classification, and handling, your organization will enhance its overall data governance practices, ensuring that data is managed effectively throughout its lifecycle.

Customized solution : Our collaborative approach ensures that the developed Data Policy is tailored to your organization's specific needs, considering your legislative environment, size, and unique data management challenges.

Scope of Work

The development of your Data Policy will encompass the following key areas:

Policy Development and Documentation

- Collaborate with your team to gather requirements and understand your organization's specific data management needs.

Sentinel Consulting Statement of Work - Data Policy Definition

- Develop a comprehensive Data Policy document that incorporates industry best practices and aligns with your organization's objectives.
- Provide guidance on policy implementation, including roles and responsibilities, training requirements, and enforcement measures.

PII and PHI Policy

- Assess your current practices for handling PII and PHI to identify potential risks and compliance gaps.
- Develop specific policies and procedures for the collection, storage, use, and sharing of PII and PHI in accordance with relevant regulations, such as GDPR and HIPAA.

Data Loss Prevention (DLP)

- Assess your current DLP measures and identify gaps or vulnerabilities in protecting sensitive data.
- Develop a comprehensive DLP strategy that includes technical controls, such as data encryption, access controls, and monitoring, as well as procedural measures, such as data handling guidelines and incident response procedures.
- Provide recommendations for DLP solution implementation and configuration to prevent unauthorized data exfiltration.

Data Retention Review

- Evaluate your existing data retention practices and policies to ensure compliance with legal and regulatory requirements.
- Identify data that must be retained, the retention periods, and the secure disposal methods for data that is no longer needed.
- Develop a data retention schedule and guidelines for regular review and update of retention policies.

By focusing on these critical aspects of your Data Policy, our experts will work collaboratively with your team to develop a comprehensive policy framework that addresses your specific data management needs. The policy will be tailored to your organization's requirements, ensuring alignment with industry best practices and regulatory standards. Our approach will help you establish robust data protection measures, maintain compliance, and foster a culture of security awareness throughout your organization.

Sentinel Consulting Statement of Work - M365 Security Assessment

Confidential Information

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Statement of Work

M365 Security Assessment

Executive Summary

With the increasing frequency and sophistication of cyber threats, it is crucial for organizations to proactively identify and address vulnerabilities in their M365 environment. By engaging in this component of the overall assessment, you will gain valuable insights into the security posture of your M365 environment, enabling you to make informed decisions and implement targeted measures to reduce the risk of a cyber-attack.

The benefits of the M365 security assessment include:

Identifying and mitigating vulnerabilities : Our thorough assessment will uncover potential weaknesses in your M365 environment, allowing you to prioritize and address them before they can be exploited by malicious actors.

Enhancing data protection : By evaluating your data management practices and security controls, we will provide recommendations to strengthen the protection of sensitive information, ensuring the confidentiality and integrity of your data.

Improving compliance : The assessment will help you align your M365 environment with industry best practices and relevant regulatory requirements, reducing the risk of noncompliance and potential legal liabilities.

Strengthening overall security posture : By addressing the identified risks and implementing our recommendations, you will significantly enhance the overall security posture of your municipality, building trust with your constituents and stakeholders.

Scope of the M365 Security Assessment

During the assessment, we will focus on the following key aspects of your M365 environment:

Identity and Access Management (IAM)

- Evaluate the configuration and strength of user authentication mechanisms, including multifactor authentication (MFA).
- Assess the implementation of least privilege principles and role-based access control (RBAC).

Data Protection

- Examine data classification and labeling practices to ensure sensitive information is properly identified and protected.
- Evaluate the usage and configuration of data loss prevention (DLP) policies to prevent unauthorized data exfiltration.

Threat Protection

- Review the configuration and effectiveness of built-in M365 security features, such as Microsoft Defender for Office 365 and Microsoft Defender for Endpoint.
- Assess the implementation of email filtering, antimalware, and anti-phishing controls.
- Evaluate the incident response and recovery procedures in place to handle potential security incidents.

Compliance and Governance

- Review data retention and eDiscovery capabilities to ensure compliance with legal and regulatory requirements.
- Evaluate the implementation of auditing and logging mechanisms for security events and user activities.

 Sentinel Consulting Statement of Work - M365 Security Assessment

By focusing on these critical aspects of your M365 environment, our assessment will provide a comprehensive evaluation of your security posture, enabling you to make informed decisions and implement targeted measures to reduce the risk of a cyber-attack.

Partner Associations

Sentinel will configure applicable partner associations. Partner associations are an important aspect of ensuring that Sentinel and the Customer are jointly achieving the business goals set forth in the project.

MICROSOFT ASSOCIATIONS

Claiming Partner of Record (CPOR) – manages associations with Microsoft Modern Work + Security, and Business Applications (I.e., M/O365).

Partner Admin Link (PAL) – is used for modern commerce platform (Azure plan) subscriptions. It enables Microsoft to identify and recognize partners who drive Azure customer success by helping customers achieve business objectives and realize value in the Microsoft cloud.

The Customer acknowledges that Sentinel will seek Claiming Partner of Record (CPOR) and/or PAL association to the Sentinel Microsoft customer tenant ID under the Microsoft Partner Incentives Program. As part of partner associations, Sentinel may receive monetary fees, commissions, or compensation from Microsoft in connection with the services provided to the Customer. The following tasks are applicable to partner associations:

- Partner relationship association with Sentinel Technologies.
- Submission of Claiming Partner of Record (CPOR) for services provided through this scope of work. NOTE: This must be completed prior to the start of the project.
- Microsoft will request customer validation of the claim, and the customer will approve with regards to the services provided.
- Association of any Azure user credentials through Partner Admin Link (PAL).
- Association for Admin on Behalf of (AOBO) for any applicable Management Groups (MG) or Subscriptions, including the root MG.

For more information regarding these topics please see:

<https://learn.microsoft.com/en-us/partner-center/incentives-customer-associations-intro>

<https://learn.microsoft.com/en-us/azure/cost-management-billing/manage/link-partner-id>

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Statement of Work

AD Security Assessment

Executive Summary

Active Directory is a critical component of your IT infrastructure, serving as the central repository for user identities, access controls, and network resources. Ensuring the security and integrity of your AD environment is paramount to protecting your organization from unauthorized access, data breaches, and other cyber threats.

This component of the assessment will give you a comprehensive understanding of the current security posture of your AD setup, including operational processes, privileged accounts and groups, audit levels, and policies. Our expert team will identify potential vulnerabilities, misconfigurations, and areas for improvement, providing you with actionable recommendations to strengthen your AD security and mitigate risks.

The benefits of conducting an Active Directory security assessment include:

Identifying and mitigating vulnerabilities : Our in-depth assessment will uncover potential weaknesses in your AD configuration, such as insecure privileged accounts, excessive permissions, and misconfigurations that could be exploited by attackers.

Enhancing access control : By reviewing your AD groups, permissions, and privileged accounts, we will provide recommendations to implement the principle of least privilege, ensuring that users have only the necessary access rights to perform their job functions.

Improving operational processes : We will evaluate your current operational processes related to AD management, including user provisioning, deprovisioning, and access review procedures, identifying areas for improvement to reduce the risk of unauthorized access and maintain a secure AD environment.

Strengthening auditing and monitoring : Our assessment will review your AD audit levels and logging mechanisms, providing recommendations to enhance visibility into user activities, detect suspicious behavior, and facilitate incident response and forensic investigations.

Aligning with best practices and compliance requirements : We will assess your AD policies and configurations against industry best practices and relevant regulatory standards, helping you ensure compliance and reduce the risk of non-compliance penalties.

Scope of the Active Directory Security Assessment

Sentinel Consulting Statement of Work - AD Security Assessment

During the assessment, we will focus on the following key aspects of your Active Directory environment:

Privileged Accounts and Groups

- Identify and evaluate the security of privileged accounts, such as Domain Admins and Enterprise Admins.
- Review the membership and permissions assigned to privileged groups to ensure the principle of least privilege is followed.
- Assess the use of secure admin practices for privileged account usage.

Operational Processes

- Evaluate the user provisioning and deprovisioning processes to ensure timely access revocation and prevent orphaned accounts.
- Review the access review and recertification procedures to maintain accurate and up-to-date access control.
- Assess the change management processes for AD modifications to prevent unauthorized changes.

Audit Levels and Logging

- Review the current audit levels and logging configurations in AD to ensure sufficient visibility into user activities and security events.
- Assess the retention and protection of AD audit logs to facilitate incident response and forensic investigations.
- Provide recommendations for enhancing auditing and monitoring capabilities to detect and respond to potential security incidents.

Policies and Configurations

- Evaluate AD policies, such as password policies, account lockout settings, and Kerberos authentication settings, to ensure alignment with best practices and security standards.
- Assess the implementation of security controls, such as Group Policy Objects (GPOs) and security templates, to enforce consistent security configurations across the AD environment.

Vulnerability Assessment

- Conduct a thorough vulnerability assessment of your AD infrastructure, including domain controllers, member servers, and workstations.
- Identify potential misconfigurations, unpatched systems, and other vulnerabilities that could be exploited by attackers.

By focusing on these critical aspects of your Active Directory environment, our assessment will provide a comprehensive evaluation of your AD security posture, enabling you to make informed decisions and implement targeted measures to enhance the security and integrity of your AD setup, ultimately reducing the risk of cyber-attacks and data breaches.

Partner Associations

Sentinel will configure applicable partner associations. Partner associations are an important aspect of ensuring that Sentinel and the Customer are jointly achieving the business goals set forth in the project.

MICROSOFT ASSOCIATIONS

Claiming Partner of Record (CPOR) – manages associations with Microsoft Modern Work + Security, and Business Applications (i.e., M/O365).

 Sentinel Consulting Statement of Work - AD Security Assessment

Partner Admin Link (PAL) – is used for modern commerce platform (Azure plan) subscriptions. It enables Microsoft to identify and recognize partners who drive Azure customer success by helping customers achieve business objectives and realize value in the Microsoft cloud.

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For more information regarding these topics please see:

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<https://learn.microsoft.com/en-us/azure/cost-management-billing/manage/link-partner-id>



Proposed Timeline

Once engaged, Sentinel will identify top priorities and any critical deadlines that the Customer is facing. Sentinel will create a Teamwork timeline and task list with milestones to track these initiatives and critical dates. This will be an ongoing system of tracking and collaboration with tasks assigned to both Sentinel and the Customer as well as potentially third party dependencies as applicable.

Contract Term

The Initial Term of this contract shall be for twelve (12) months, to commence upon the date of Customer signature below. At the end of the Initial Term, the parties may renegotiate a renewal term.

Engagement Investment

Sentinel has estimated the engagement to be an initial onboarding effort in addition to a recurring vCISO executive retainer engagement.

Solution-Specific Terms & Assumptions

Terms & Assumptions

- Annual Price – An annual price review is required and prices quoted are assumed during the Initial Term as proposed. Renewals after the Initial Term will be subject to increase using Sentinel annual rate sheet increases usually in alignment with normal market inflationary rates. To lock in Initial Term rates for over 12 month periods, long-term agreements are available.
- Customer shall be billed on a monthly basis for the recurring fees.
- If Customer exceeds the estimated retainer hours during any month, Customer will be charged for the actual hours expended by Sentinel. If Customer uses less than the estimated retainer hours during any month, the monthly difference (estimated retainer hours less actual hours used) shall accrue as a credit, which may be applied towards any Sentinel services during the then current Term, at the end of which point any unused credit will expire.
- Generally, services are quoted at a standard rate for labor from 9:00 a.m. – 5:00 p.m. If Customer requires, Contractor can perform some of these services outside of normal business hours at an overtime labor rate. The onboarding fee shown above is a professional services estimate, and factors beyond Contractor's control may shorten or lengthen the time required to complete the onboarding. Every effort will be made to complete the onboarding on time as quoted below. In all cases, actual onboarding time will be billed.

Solution-Specific Terms & Assumptions

Terms & Assumptions

- Fixed Fee Services will be progress billed monthly based on percentage of completion. Generally, services for all non-business impacting tasks are quoted at a standard rate for labor from 9:00 a.m. – 5:00 p.m. If Customer requires, Contractor can perform some of these services outside of normal business hours at an overtime labor rate. Notwithstanding the above, services related to migrations, cutovers, or changes to critical core infrastructure are assumed to be performed outside of business hours and are included in the services pricing provided in this contract. For the fixed charges listed, the Contractor shall furnish all of the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Appendix A, as annexed hereto as it pertains to work to be performed at designated customer locations. Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Customer and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price detailed above.
- Sentinel will charge for travel time (at the hourly rate) and expenses (at the applicable mileage rate) for any travel to a Customer site that exceeds 70 miles from a Sentinel office (i.e. Customer will be charged only for the time that exceeds the 70 mile threshold).

Fortis Non-Recurring Pricing

Description	One-Time Price
Fortis™ Cyber Advisory Services - Security Assessment Services • Strategic Security Assessment: Included • Common Framework Assessment: Included: NIST 800-82 SCADA/OT	\$58,722.50
Fortis™ Cyber Advisory Services - Executive Consulting Services • Virtual Business Continuity Professional (vBCP) Annual Hours Included: 144	\$47,880.00
Fortis™ Cyber Advisory Services - Penetration Testing Services • Wireless Penetration Testing: Included (standalone)	\$13,460.00

Subtotal: **\$120,062.50**

Sentinel Consulting M365 Security Assessment Pricing

Product Description	Ext Price
Professional Services - Fixed Price - M365 Security Assessment Consulting	\$3,360.00
Professional Services - Fixed Price - M365 Security Assessment Engineering	\$21,328.00

Subtotal: **\$24,688.00**



Sentinel Consulting AD Security Assessment Pricing

Product Description	Ext Price
Professional Services - Fixed Price - AD Security Assessment Consulting	\$11,340.00
Professional Services - Fixed Price - AD Security Assessment Engineering	\$20,134.00
Subtotal:	\$31,474.00

Sentinel Consulting Data Policy Definition Pricing

Product Description	Ext Price
Professional Services - Fixed Price - Data Policy Definition Consulting	\$20,778.00
Subtotal:	\$20,778.00

Invoicing, General Terms and Assumptions

Labor Invoicing

☒ Prepaid

By issuing a purchase order in response to this quote or contract, Customer hereby agrees to be bound by the below terms and conditions, which shall prevail in the event of a conflict with any terms and conditions included within Customer's purchase order.

- *The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.*
- *For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.*
- *For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.*
- *Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.*
- *Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.*
- *Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.*

Invoicing, General Terms and Assumptions

Sentinel North America Standard

The Standard applies to Sentinel owned locations, and facilities in North America. These standards are based on the Universal Declaration for Human Rights and certain conventions of International Labor Organization. These standards may be revised from time to time by Sentinel, and notice of such modifications will be posted in Sentinel's client proposals.

- **Legal Compliance:** Sentinel undertakes to adhere to all applicable laws of the countries in which it operates, including those pertaining to employee health and safety, terms and conditions of employment and the environment.
- **Employee Health and Safety:** Sentinel undertakes to provide a safe operating environment that meets the higher of either the applicable legal standards or industry workplace standards.
- **Employment standards - Sentinel undertakes to comply with the following:**
 - **Minimum age of workers:** Sentinel will not employ workers that are younger than 14 years of age or the minimum age established by law, whichever is greater. Sentinel will observe all legal requirements for work of employees under 18 years of age, including those pertaining to hours of work and working conditions.
 - **Voluntary employment:** Sentinel will not use involuntary or forced labor, indentured, bonded or otherwise. Sentinel will not participate in human trafficking or unfair detainment.
 - **Wages and employment benefits:** Sentinel will pay at least minimum total compensation required by applicable local law, including any and all applicable mandated wages and overtime rates, allowances and benefits.
 - **Working hours:** Sentinel will maintain reasonable employee work hours in compliance with applicable law.
 - **Non-Discrimination:** Sentinel is an equal opportunity/affirmative action employer committed to a diverse and inclusive workplace. All hiring decisions are based on nondiscriminatory factors without regard to person's race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, marital status, genetics, disability, pregnancy, veteran status or any other basis protected by law. In addition, Sentinel Technologies, Inc. engages in affirmative action efforts, where appropriate, to employ, train and promote qualified minorities, women, the disabled, and veterans.
 - **Freedom of association:** Sentinel recognizes and respects the right of its workers to exercise lawful rights of free association, including joining or not joining any association.
 - **Fair treatment:** Sentinel will provide a work environment free of harassment, abuse or corporal punishment in any form.
- **Environment:** Sentinel will adhere to all applicable environmental laws of the country, region and city of operation. Sentinel will strive to surpass such requirements so as to reduce the environmental impact of their operations. Sentinel is committed to providing a safe workplace.
- **Ethics:** Sentinel has developed a policy and procedure establishing a Code of Business Conduct and Ethics. Sentinel strives to uphold the highest ethical standards.
- **Management Systems:** Sentinel has developed management systems to ensure compliance with all applicable law, regulation and any particular contractual requirements.

 Payment Terms - Hardware and Services

-

Hardware/Software: For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

All Invoices: Net 30

Cybersecurity Assessment RFP

Prepared by:

Sentinel Technologies, Inc

Michael Kmiotek
mkmiotek@sentinel.com

Prepared for:

Village Of Hoffman Estates

1900 Hassell Rd
Hoffman Estates, IL 60169-6308
Darek Raszka
+18477814875
darek.raszka@hoffmanestates.org

Contract Information:

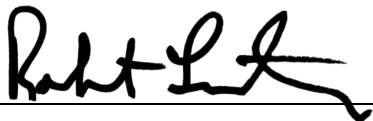
Contract #: 012644

Version: 5
Delivery Date: 09/06/2024
Expiration Date: 10/05/2024

Quote Summary

Description	Amount
Fortis Non-Recurring Pricing	\$120,062.50

Sentinel Technologies, Inc

Signature: 
Name: Robert Lenartowicz
Title: Chief Operating Officer
Date: 09/06/2024

Village Of Hoffman Estates

Signature: _____
Name: _____
Title: _____
Date: _____



AGENDA ITEM REPORT

Village Board of Trustees
October 7, 2024
ITEM 5D

REQUEST: Authorization to :

- a. waive formal bidding (due to utilization of a government master agreement)
- b. purchase of two host servers from Dell EMS, Round Rock, TX, in an amount not to exceed \$35,291.46

FROM: Darek Raszka, IT Director

ITEM TYPE: Contract - Village Board

REQUEST SUMMARY

The 2024 budget includes funding to continue the Village's annual program of server replacements. These replacement servers are located at the Village Hall and serve various virtual services used across the Village.

The Information Technology Department maintains an annual replacement program for the majority of IT equipment, including servers. The replacement cycle for servers is five years, which corresponds to the warranty period purchased for the equipment. This year, the IT Department recommends replacement of one host server which is responsible for running production virtual servers used by various departments, and one host server that will be designated for a backup warm site. The warm site is part of the Village's Disaster Recovery and Contingency planning in case of a major IT event or an issue with a live environment.

It is recommended to waive formal bidding due to the specialized nature of the equipment, as well as to ensure uniformity with the Village's existing equipment. Direct purchase, through a government contract with Dell, provides not only cost savings, but greater availability as the supply chain recovers.

FINANCIAL IMPACT

In the 2024 budget, a total of \$45,000 has been allocated to continue the server replacement program (47008625-4602). The recommended purchase is \$9,708.54 under budget.

RECOMMENDATION

To waive formal bidding (due to utilization of a government master agreement) and authorize purchase of two host servers from Dell EMS, Round Rock, TX, in an amount not to exceed \$35,291.46.

ATTACHMENTS

1. US_Quote_3000180641272.1



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Sep. 25, 2024**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	2x Virtual Servers for Hoffman Estates	Sales Rep	Alifa Tazin
Quote No.	3000180641272.1	Phone	1(800) 4563355, 6183866
Total	\$35,291.46	Email	Alifa_Tazin@Dell.com
Customer #	101908533	Billing To	DAREK RASZKA
Quoted On	Aug. 26, 2024		VILLAGE OF HOFFMAN ESTATES
Expires by	Sep. 25, 2024		1900 HASSELL RD
	Dell Midwestern Higher		HOFFMAN ESTATES, IL 60169-6302
Contract Name	Education Compact		
	(MHEC) Master Agreement		
Contract Code	C000000979569		
Customer Agreement #	MHEC-04152022		
Solution ID	19479279.1		
Deal ID	28055414		

Message from your Sales Rep

• All Orders are now being processed thru Self-Checkout Online. Simple, Fast and Secure. Click & process your quote at dell.com/qto and log into Premier or Choose 'Checkout as a Guest' if you do not have a Premier Page. Let me know if these are standard configurations I can set up for you on Premier. • Nathan Hurlbert Office + 1 512 725-3121 Nathan.Hurlbert@Dell.com

Regards,
Alifa Tazin

Shipping Group

Shipping To	Shipping Method
DAREK RASZKA VILLAGE OF HOFFMAN ESTATES 1900 HASSELL RD HOFFMAN ESTATES, IL 60169-6308 (847) 781-4875	Standard Delivery

Product	Unit Price	Quantity	Subtotal
PowerEdge R760 Tailor Made - [pe_r760_tm]	\$19,009.12	1	\$19,009.12
PowerEdge R760 Tailor Made - [pe_r760_tm] (2)	\$16,282.34	1	\$16,282.34

Subtotal:	\$35,291.46
Shipping:	\$0.00
Non-Taxable Amount:	\$35,291.46
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$35,291.46
---------------	--------------------

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Shipping Group Details

Shipping To

DAREK RASZKA
VILLAGE OF HOFFMAN ESTATES
1900 HASSELL RD
HOFFMAN ESTATES, IL 60169-6308
(847) 781-4875

Shipping Method

Standard Delivery

PowerEdge R760 Tailor Made - [pe_r760_tm]

Estimated delivery if purchased today:

Sep. 09, 2024

Contract # C000000979569

Customer Agreement # MHEC-04152022

Unit Price	Quantity	Subtotal
\$19,009.12	1	\$19,009.12

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R760 Server	210-BDZY	-	1	-
Trusted Platform Module 2.0 V3	461-AAIG	-	1	-
3.5" Chassis with up to 12 SAS/SATA Drives, LP Adapter PERC 11	404-BBDS	-	1	-
Intel Xeon Gold 6442Y 2.6G, 24C/48T, 16GT/s, 60M Cache, Turbo, HT (225W) DDR5-4800	338-CHSJ	-	1	-
Intel Xeon Gold 6442Y 2.6G, 24C/48T, 16GT/s, 60M Cache, Turbo, HT (225W) DDR5-4800	338-CHSJ	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
No HBM	379-BFFD	-	1	-
Heatsink for 2 CPU configuration (CPU greater than 165W)	412-ABCP	-	1	-
Performance Optimized	370-AAIP	-	1	-
5600MT/s RDIMMs	370-BBRX	-	1	-
RAID 5	780-BCDP	-	1	-
PERC H755 Adapter, Low Profile	405-AAYY	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
Very High Performance Fan x6	750-ADGJ	-	1	-
Dual, Hot Plug, Power Supply (1+1) Redundant 1400W 2U	450-AKYB	-	1	-
Riser Config 1, 6x8 FH Slots (Gen4), 2x16 LP Slots (Gen4)	330-BBYK	-	1	-
Motherboard supports ONLY CPUs below 250W (cannot upgrade to CPUs 250W and above)	329-BJLR	-	1	-
iDRAC9, Enterprise 16G	528-CTIC	-	1	-
Broadcom 57454 Quad Port 10GbE Base-T Adapter, OCP NIC 3.0	540-BDOT	-	1	-
Broadcom 5720 Dual Port 1GbE LOM	540-BDKD	-	1	-
No Cables Required	470-AEYU	-	1	-
Dell Luggage Tag	321-BHMY	-	1	-
No Bezel	350-BBBW	-	1	-
BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)	403-BCRU	-	1	-
BOSS Cables and Bracket for R760 (Riser 1)	470-AFMF	-	1	-
No Quick Sync	350-BBYX	-	1	-

iDRAC,Legacy Password	379-BCSG	-	1	-
iDRAC Service Module (ISM), NOT Installed	379-BCQX	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
No Operating System	611-BBBF	-	1	-
No Media Required	605-BBFN	-	1	-
ReadyRails Static Rails for 2/4-post Racks	770-BEKL	-	1	-
Fan Foam, HDD 2U	750-ACOM	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
PowerEdge R760 Shipping	340-DCEP	-	1	-
PowerEdge R760 Shipping Material	340-DJQY	-	1	-
PE R760 No CCC or CE Marking	343-BBSU	-	1	-
ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years	886-5565	-	1	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Years	886-5574	-	1	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 2 Years Extended	886-5576	-	1	-
Dell Hardware Limited Warranty Plus On-Site Service	886-5653	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	1	-
On-Site Installation Declined	900-9997	-	1	-
32GB RDIMM, 5600MT/s, Dual Rank	370-BBRY	-	8	-
4TB Hard Drive SAS ISE 12Gbps 7.2K 512n 3.5in Hot-Plug, AG Drive	161-BCPH	-	8	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-
Broadcom 57454 Quad Port 10GbE BASE-T Adapter, PCIe Low Profile	540-BDLL	-	1	-

Unit Price	Quantity	Subtotal
\$16,282.34	1	\$16,282.34

PowerEdge R760 Tailor Made - [pe_r760_tm] (2)

Estimated delivery if purchased today:

Sep. 09, 2024

Contract # C000000979569

Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R760 Server	210-BDZY	-	1	-
Trusted Platform Module 2.0 V3	461-AAIG	-	1	-
2.5" Chassis with up to 16 SAS/SATA Drives, Smart Flow, Front PERC 11	404-BBEJ	-	1	-
Intel Xeon Gold 5418Y 2G, 24C/48T, 16GT/s, 45M Cache, Turbo, HT (185W) DDR5-4400	338-CHSR	-	1	-
Intel Xeon Gold 5418Y 2G, 24C/48T, 16GT/s, 45M Cache, Turbo, HT (185W) DDR5-4400	338-CHSR	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
No HBM	379-BFFD	-	1	-
Heatsink for 2 CPU configuration (CPU greater than 165W)	412-ABCP	-	1	-

Performance Optimized	370-AAIP	-	1	-
5600MT/s RDIMMs	370-BBRX	-	1	-
Unconfigured RAID	780-BCDS	-	1	-
PERC H755 SAS Front	405-AAZB	-	1	-
Front PERC Mechanical Parts, rear load	750-ADWP	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
High Performance Fan x6	750-ADRE	-	1	-
Dual, Hot Plug, Power Supply (1+1) Redundant 1400W 2U	450-AKYB	-	1	-
Riser Config 1, 6x8 FH Slots (Gen4), 2x16 LP Slots (Gen4)	330-BBYK	-	1	-
Motherboard supports ONLY CPUs below 250W (cannot upgrade to CPUs 250W and above)	329-BJLR	-	1	-
iDRAC9, Express 16G	528-CTIJ	-	1	-
No OCP 3.0 mezzanine NIC card	412-AASK	-	1	-
Broadcom 5720 Dual Port 1GbE LOM	540-BDKD	-	1	-
No Cables Required	470-AEYU	-	1	-
Dell Luggage Tag	321-BHMY	-	1	-
No Bezel	350-BBBW	-	1	-
BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)	403-BCRU	-	1	-
BOSS Cables and Bracket for R760 (Riser 1)	470-AFMF	-	1	-
No Quick Sync	350-BBYX	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
iDRAC Service Module (ISM), NOT Installed	379-BCQX	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
No Operating System	611-BBBF	-	1	-
No Media Required	605-BBFN	-	1	-
ReadyRails Static Rails for 2/4-post Racks	770-BEKL	-	1	-
Fan Foam, HDD 2U	750-ACOM	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
PowerEdge R760 Shipping	340-DCEP	-	1	-
PowerEdge R760 Shipping Material	340-DJQY	-	1	-
PE R760 No CCC or CE Marking	343-BBSU	-	1	-
ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years	886-5565	-	1	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Years	886-5574	-	1	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 2 Years Extended	886-5576	-	1	-
Dell Hardware Limited Warranty Plus On-Site Service	886-5653	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	1	-
On-Site Installation Declined	900-9997	-	1	-

32GB RDIMM, 5600MT/s, Dual Rank	370-BBRY	-	8	-
480GB SSD SATA Mix Use 6Gbps 5 12 2.5in Hot-plug AG Drive, 3 DWPD	400-AZUT	-	1	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-
Broadcom 57454 Quad Port 10GbE BASE-T Adapter, PCIe Low Profile	540-BDLL	-	2	-

Subtotal:	\$35,291.46
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$35,291.46

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



AGENDA ITEM REPORT

Village Board of Trustees

October 7, 2024

ITEM 5E

REQUEST: Authorization to:

- a. waive formal bidding (due to utilization of a government master agreement)
- b. purchase of the servers from Dell EMS, Round Rock, TX, in an amount not to exceed \$69,328.35

FROM: Darek Raszka, IT Director

ITEM TYPE: Contract - Village Board

REQUEST SUMMARY

The 2024 budget includes funding to upgrade the current CCTV or Video Security System. The three replacement servers are located at the Village Hall, Police Department and Now Arena.

The Information Technology Department maintains the upkeep of the current Video Security System used by the Village and Now Arena Staff. The current system was originally installed in the 2017/2018 timeframe, and it is reaching the end of its useful life cycle. This Video Security System currently covers the Police Department, all four Fire Stations, Public Works Main building, Public Works Vehicle Maintenance, six water towers as well as the Now Arena and Beer Garden areas. This upgraded version will also be integrated with the Police Real Time Information Center, where officers will be able to quickly and easily access any of the cameras located throughout the Village. This purchase focuses on the server side of the system so it can accommodate additional camera locations and increased resolution of the newer camera video quality.

It is recommended to waive formal bidding due to the specialized nature of the equipment, as well as to ensure uniformity with the Village's existing equipment. Direct purchase, through a government contract with Dell, provides not only cost savings, but greater availability as the supply chain recovers.

FINANCIAL IMPACT

In the 2024 budget, a total of \$480,000 has been allocated for the upgrade of the current Video Security System (47008625-4602). The recommended purchase only represents the server purchase of the project in an amount of \$69,328.35.

RECOMMENDATION

To waive formal bidding (due to utilization of a government master agreement) and authorize purchase of three servers from Dell EMS, Round Rock, TX, in an amount not to exceed \$69,328.35.

ATTACHMENTS

1. US_Quote_3000180641098.1



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Sep. 25, 2024**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name:	3x CCTV Servers for Hoffman Estates	Sales Rep	Alifa Tazin
Quote No.	3000180641098.1	Phone	1(800) 4563355, 6183866
Total	\$69,328.35	Email	Alifa_Tazin@Dell.com
Customer #	101908533	Billing To	DAREK RASZKA
Quoted On	Aug. 26, 2024		VILLAGE OF HOFFMAN ESTATES
Expires by	Sep. 25, 2024		1900 HASSELL RD
	Dell Midwestern Higher		HOFFMAN ESTATES, IL 60169-6302
Contract Name	Education Compact		
	(MHEC) Master Agreement		
Contract Code	C000000979569		
Customer Agreement #	MHEC-04152022		
Solution ID	19479268.1		
Deal ID	28055414		

Message from your Sales Rep

• All Orders are now being processed thru Self-Checkout Online. Simple, Fast and Secure. Click & process your quote at dell.com/qto and log into Premier or Choose 'Checkout as a Guest' if you do not have a Premier Page. Let me know if these are standard configurations I can set up for you on Premier. • Nathan Hurlbert Office + 1 512 725-3121
Nathan.Hurlbert@Dell.com

Regards,
Alifa Tazin

Shipping Group

Shipping To	Shipping Method
DAREK RASZKA VILLAGE OF HOFFMAN ESTATES 1900 HASSELL RD HOFFMAN ESTATES, IL 60169-6308 (847) 781-4875	Standard Delivery

Product	Unit Price	Quantity	Subtotal
PowerEdge R760XD2 - [amer_r760xd2_16753]	\$23,109.45	3	\$69,328.35

Subtotal:	\$69,328.35
Shipping:	\$0.00
Non-Taxable Amount:	\$69,328.35
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$69,328.35
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Shipping Group Details

Shipping To

DAREK RASZKA
VILLAGE OF HOFFMAN ESTATES
1900 HASSELL RD
HOFFMAN ESTATES, IL 60169-6308
(847) 781-4875

Shipping Method

Standard Delivery

PowerEdge R760XD2 - [amer_r760xd2_16753]

Estimated delivery if purchased today:

Sep. 09, 2024

Contract # C000000979569

Customer Agreement # MHEC-04152022

Unit Price	Quantity	Subtotal
\$23,109.45	3	\$69,328.35

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R760XD2 Server	210-BGSS	-	3	-
Trusted Platform Module 2.0 V3	461-AAIG	-	3	-
3.5" Chassis with up to 24 SAS/SATA Drives, PERC 11, GPU Capable, 1 or 2 CPU	321-BJLR	-	3	-
Intel Xeon Gold 5412U 2.1G, 24C/48T, 16GT/s, 45M Cache, Turbo, HT (185W) DDR5-4400	338-CHTQ	-	3	-
No Additional Processor	374-BBBX	-	3	-
Heatsink for 1 CPU configuration, Config 2	412-BBCZ	-	3	-
Performance Optimized	370-AAIP	-	3	-
4800MT/s RDIMMs	370-AHCL	-	3	-
RAID 5	780-BCDP	-	3	-
PERC H755 Adapter, Low Profile	405-AAYY	-	3	-
Power Saving Dell Active Power Controller	750-AABF	-	3	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	3	-
No Energy Star	387-BBEY	-	3	-
High Performance Fan x6	750-BBCG	-	3	-
Dual, Hot Plug, Power Supply, Redundant (1+1) 1400W (100-240Vac)	450-AKWT	-	3	-
Riser Config 2A, 5x16 LP Slots (Gen4)	330-BCGK	-	3	-
R760XD2 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM, DAO	329-BJKC	-	3	-
iDRAC9, Enterprise 16G	528-CTIC	-	3	-
Secured Component Verification	528-COYT	-	3	-
Intel X710-T4L Quad Port 10GbE Base-T, OCP 3.0 Version 2	540-BFDQ	-	3	-
BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)	403-BCRU	-	3	-
BOSS N1 cables and Bracket for R760XD2	470-BBCP	-	3	-
iDRAC,Factory Generated Password	379-BCSF	-	3	-
iDRAC Service Module (ISM), NOT Installed	379-BCQX	-	3	-
iDRAC Group Manager, Disabled	379-BCQY	-	3	-
No Operating System	611-BBBF	-	3	-
No Media Required	605-BBFN	-	3	-

Strain Relief Bar, 2U	770-BFCG	-	3	-
ReadyRails Sliding Rails Without Cable Management Arm	770-BFDD	-	3	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	3	-
Dell Luggage Tag	321-BJXD	-	3	-
PowerEdge R760XD2 Shipping	340-DGZR	-	3	-
PowerEdge R760XD2 Shipping Material	340-DGZP	-	3	-
PE R760XD2 No CCC or CE Marking	343-BBVR	-	3	-
ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years	895-9914	-	3	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Years	895-9923	-	3	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 2 Years Extended	895-9925	-	3	-
Dell Hardware Limited Warranty Plus On-Site Service	896-0042	-	3	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	3	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	3	-
Basic Deployment PowerEdge R Series 1u2u	885-0606	-	3	-
16GB RDIMM, 4800MT/s Single Rank	370-AGZO	-	24	-
16TB Hard Drive SATA ISE 6Gbps 7.2K 512e 3.5in Hot-Plug, AG Drive	161-BCRG	-	42	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	6	-
Intel X710-T4L Quad Port 10GbE BASE-T Adapter, PCIe Low Profile	540-BCRR	-	3	-

Subtotal:	\$69,328.35
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$69,328.35

Important Notes

Terms of Sale

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Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

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In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

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AGENDA ITEM REPORT

Village Board of Trustees
October 7, 2024
ITEM 5F

REQUEST: Authorization to award a contract for the replacement of the NOW Arena boiler and storage tanks to F.E. Moran, Inc., Northbrook IL (low bidder), for an amount not to exceed \$133,000

FROM: Paul Petrenko, Superintendent of Facilities & Arena Maintenance
Dan O'Malley, Deputy Village Manager

ITEM TYPE: Contract - Village Board

REQUEST SUMMARY

The NOW arena was constructed in 2006. Many mechanical systems have reached their end of life and have recently been replaced. The boilers were scheduled to be replaced in 2025. However, it was recently noticed that the 1250 gallon hot water storage tank started to leak from the exit pipe at the bottom. Several plumbers were invited to look at the leak. They all refused to do any work, as they feared that the pipe would break and put the entire domestic hot water system out of service.

This became a critical concern, as without hot water, the kitchens cannot operate and event personnel would not have any way of showering. Because of the high lead time for the replacement boilers and storage tanks, staff thought it prudent to order the replacement equipment as soon as possible, and have it delivered and stored at the arena. This would ensure that, if the tank gave way, new ones could quickly be installed to minimize disruption of events and lost revenue.

A bid was assembled with two components. The first part was to purchase all the equipment in 2024 as outlined above. The second part would be to have a planned shutdown of the hot water system and complete the removal of the old boilers and tank and installation of two new boilers and storage tanks. The boilers specified are high efficiency. At the bid opening, two mechanical contractors provided their costs as indicated in the attached bid tab. The low bidder's references were checked, and F.E. Moran was highly recommended.

It is anticipated that the work will take three or four weeks. Given that we do not want to disrupt events, we plan to lease a mobile hot water trailer and tank for the duration of the work.

FINANCIAL IMPACT

Project funding will be split into 2 fiscal years. The purchase of equipment will take place in 2024 for the amount of \$64,000 which is unbudgeted and fund balance will be utilized. The installation portion (\$69,000) will be funded in the 2025 CIP for completion

next spring. The lease of the mobile hot water trailer and tank will add another \$30,000 to the total costs.

RECOMMENDATION

Request authorization to award a contract for the replacement of the NOW Arena boiler and storage tanks to F.E. Moran, Inc., Northbrook IL (low bidder), for an amount not to exceed \$133,000.

ATTACHMENTS

1. Bid Tab - NOW Arena Boiler and Storage Tank Replacements
2. Contract

VILLAGE OF HOFFMAN ESTATES, ILLINOIS TABULATION OF BIDS					
NOW ARENA BOILER AND STORAGE TANK REPLACEMENTS					
Bid Opening Date:	Monday, August 26, 2024	Advantage Mechanical Inc.		F. E. Moran, Inc.	
Bid Opening Time:	10:00 a.m.				
Attended By:	Paul Petrenko				
Title:	Supt. of Facilities & Arena Maint.	McHenry, IL		Northbrook, IL	
Proposal Guarantee:	Certified/ Cashier's Check; \$5,000	Check	\$ 5,000	Check	\$ 5,000
	Completed Required Forms:	Yes		Yes	
Service					
Phase 1, All-inclusive primary proposed sum for work completed in 2024:		\$ 57,077.00		\$ 64,000.00	
Phase 2, All-inclusive primary proposed sum for work completed in 2025:		\$ 102,907.00		\$ 69,000.00	
Warranty Length for Boilers:		5 years		1 year	
Warranty Length for Storage Tanks:		5 years		1 year	
Warranty Length for Labor:		1 year		1 year	
Approx. number of weeks for Equipment to be delivered to the Arena following contract award:		2-4 weeks		2-3 weeks	



HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

CONTRACT

1. THIS AGREEMENT, made and concluded the 26th day of August 2024 (month, year) between the Village of Hoffman Estates, acting by and through its Mayor and Board of Trustees, known as the party of the first part, and F. E. Moran, Inc. (name of firm), their executors, administrators, successors, or assigns, known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Bid/Proposal Documents hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Village Representative under it.
3. The party of the second part agrees to abide by all OSHA, IDOL, and MUTCD safety requirements and all laws and statutes of the State of Illinois including but not limited to the Prevailing Wage Act (if applicable). Prevailing rates of wages are revised by the Illinois Department of Labor and are available on the Department's official website.
4. And it is also understood and agreed that the Instructions to Bidders, General Conditions, Specifications, Scope of Services, Site Maps, and Contract Proposal hereto attached are essential documents of this contract and are a part hereof.
5. IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Attest:

Clerk
(Seal Below)

Attest:

Secretary

The Village of Hoffman Estates

By: _____
Party of the First Part

(If a corporation)

F. E. Moran, Inc.

Corporate Name

President, Party of the Second Part
Gavin Hansen/President
(If a Co-Partnership)

Co-Partner

Co-Partner

Doing business under the firm name,
Party of the Second Part

(If an individual)

Party of the Second Part

THIS CONTRACT FORM IS MANDATORY. PLEASE INCLUDE THREE SIGNED COPIES WITH YOUR BID DOCUMENTS.



AGENDA ITEM REPORT

Village Board of Trustees

October 7, 2024

ITEM 5G

REQUEST: Authorization to:

- a. waive formal bidding
- b. purchase twenty-three (23) DSR Stalker Radar Systems from Applied Concepts Inc., Richardson, TX, in an amount not to exceed \$35,075.00

FROM: Kasia Cawley, Police Chief

ITEM TYPE: Action Item - Village Board

REQUEST SUMMARY

The radar system in all front line police vehicles are currently outdated and not under warranty, and purchasing new radars will allow for more precise and reliable speed targeting. In previous years, the Police Department has utilized the State of Illinois Joint Purchasing Program to provide the lowest costs based on volume discounting by vendors to provide products or services. However, in FY2024 there is no state contract awarded through this program. The police department requested quotes from three reputable vendors to include the cost of the radar system and all necessary accessories to be paired. Kustom Signals Inc of Lexena, KS, provided a quote at \$48,639.05. Dana Safety Supply of Miami, FL, was unable to provide a custom quote, but the pricing listed on their website totaled \$143,305.64. Applied Concepts Inc. of Richardson, TX, was the lowest bidder and provided pricing for a complete radar package for twenty-three (23) DSR Stalker Radars plus accessories including a 60-month warranty for \$35,075.00.

FINANCIAL IMPACT

There is sufficient funding in the asset forfeiture account to purchase twenty-three (23) speed radar systems for all front line police vehicles.

RECOMMENDATION

Authorization to waive formal bidding and purchase twenty-three (23) DSR Stalker Radar Systems from Applied Concepts Inc., Richardson, TX, in an amount not to exceed \$35,075.00.

ATTACHMENTS

1. Applied Concepts Quote



QUOTE
2093789

applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Page 1 of 1

Date: 09/04/24

Inside Sales Partner: Bart Hogue
+1-972-801-4864
barth@a-concepts.com

Reg Sales Mgr: Bill Johnson
972-398-3780
billj@stalkerradar.com

Effective From : 09/04/2024

Valid Through: 12/03/2024

Lead Time: 80 working days

Bill To: Hoffman Estates Police Dept 411 W Higgins Rd Hoffman Estates, IL 60169-3506	Customer ID: 013815 Accounts Payable	Ship To: Hoffman Estates Police Dept 411 W Higgins Rd Hoffman Estates, IL 60169-3506	<i>FedEx Ground</i> Deputy Chief James Thomas
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	23	807-8002-00	IL DSR 2X Radar w/Instant On Remote	60	\$1,525.00	\$35,075.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	23	200-0965-50	2X Counting Unit, 1.5 PCB, ARM Processor		\$0.00
2	23	200-1570-00	2X Modular OSC Display		\$0.00
3	23	200-1468-00	Dual DSR Ka Antenna		\$0.00
4	23	200-1468-01	2X Rear Antenna		\$0.00
5	23	155-2591-08	8 Foot Antenna Cable, IP67		\$0.00
6	23	155-2591-16	16 Foot Antenna Cable, IP67		\$0.00
7	23	200-0244-00	Antenna Dash Mount		\$0.00
8	23	200-0918-00	Stalker 2X Instant On Remote Control		\$0.00
9	23	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
10	23	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
11	23	200-0648-00	Display Sun Shield		\$0.00
12	23	200-0243-00	Counting/Display Tall Mount		\$0.00
13	23	200-0245-00	Antenna Tall Deck Mount		\$0.00
14	23	200-0622-00	VSS Cable Kit		\$0.00
15	23	200-0619-00	2X Documentation Kit		\$0.00
16	23	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
17	23	060-1000-60	60 Month Warranty		\$0.00
19	23	006-0094-00	Fan Noise Suppression Addendum - 2X		\$0.00
20	23	005-0002-07	807-8002-00 2X Package for IL		\$0.00

Group Total \$35,075.00

Product	\$35,075.00	Sub-Total:	\$35,075.00
Discount	\$0.00	Sales Tax 0%	\$0.00
		Shipping & Handling:	\$0.00
		Total: USD	\$35,075.00

Payment Terms: Net 30 days

IL State Contract: 23-416CMS-BOSS4-P-61292

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

Quote Number 00012606



Prepared By Stacey Stillwell
Email sstillwell@kustomsignals.com

Address 10901 W 84th Terrace, Suite 100
Lenexa, KS 66214
USA
Created Date 8/29/2024
Expiration Date 11/29/2024

Quote To:

Name	Officer MARCOS TOLEDO	Ship To Name	HOFFMAN ESTATES POLICE DEPT
Bill To Name	HOFFMAN ESTATES POLICE DEPT	Ship To	411 W HIGGINS ROAD
Bill To	411 W HIGGINS ROAD		HOFFMAN ESTATES, IL 60169
	HOFFMAN ESTATES, IL 60169		USA
	USA		

Product Code	Quantity	Product Description	Sales Price	Total Price
826	19.00	Directional Golden Eagle II Dual KA Antennas with DSP, TruTrak™ VSS, and Smart Patrol Search	\$2,559.95	\$48,639.05

Totals

Subtotal	\$48,639.05
Shipping and Handling	\$0.00
Total Amount	\$48,639.05

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.
* Massachusetts State Procurement Contract Pricing. (UNIVERSAL CONTRACT)
* 2-Year Standard Warranty Included.
* Shipping & Handling Included.

Quote Acceptance

Signature _____
Name _____
Title _____
Date _____

Quote Number 00012606



Prepared By Stacey Stillwell
Email sstillwell@kustomsignals.com

Address 10901 W 84th Terrace, Suite 100
Lenexa, KS 66214
USA

Created Date 8/29/2024

Expiration Date 11/29/2024

KUSTOM SIGNALS, INC. **TERMS AND CONDITIONS**

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY. SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.**

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____



AGENDA ITEM REPORT

Village Board of Trustees
October 7, 2024
ITEM 5H

REQUEST: Authorization to:

- a. waive formal bidding (due to sole source)
- b. purchase twenty (20) MedixSafe narcotic safe retrofit kits, software, and a five-year service subscription from Bioconnect of Memphis, TN in an amount not to exceed \$38,977

FROM: Alan Wax, Fire Chief

ITEM TYPE: Action Item - Village Board

REQUEST SUMMARY

Every paramedic vehicle (engines, ambulances, ladder trucks, squads) and fire station in the Fire Department has a heavy-duty safe that is used to provide secure storage of narcotics and certain other drugs used by paramedics. The current safes are MedixSafes by Bioconnect, and they have been in use since 2018.

The only “operational” part of each safe is the front door. Each door has a latch, keypad, and display screen. To access contents of the safes, each employee has their own code to be entered on the keypad. Besides for entry to the safes, it allows for tracking of who accessed the safes and when.

The following are issues of concern:

- The company will no longer service these older-model safes.
- Currently, every time an employee is hired, changes paramedic status, or leaves the Department, each of the twenty safes must be physically hooked-up to a computer and reprogrammed for the change. As this may happen several times per year, and since the safes are scattered throughout the Village on the vehicles and in the fire stations, this is a very time-consuming and inefficient process.

The requested purchase leaves the current safes in place, as they are still in good condition, but provides a retrofit kit that replaces the front doors of the current safes with a new door that the company will service, and that will allow all safes to be reprogrammed remotely through the “cloud.”

The Village’s IT Department has tested the new door and confirms that the remote-programming function works well with the Village’s systems.

Therefore, the Fire Department respectfully requests approval to purchase the retrofit kits, software, and service subscription.

FINANCIAL IMPACT

\$38,977 from the Fire Department's EMS Division in the Operating Budget

RECOMMENDATION

Approval to waive bidding (due to sole source) and purchase twenty (20) MedixSafe narcotic safe retrofit kits, software, and a five-year service subscription from Bioconnect of Memphis, TN in an amount not to exceed \$38,977.

ATTACHMENTS

None



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

October 14, 2024

Council Chambers

**Immediately following
Transportation & Road
Improvement Committee**

1. **CALL TO ORDER/ROLL CALL**
2. **APPROVAL OF MINUTES**
 - A. Planning, Building & Zoning Committee 09-09-2024
3. **PUBLIC COMMENT**
4. **OLD BUSINESS**
5. **NEW BUSINESS**
 - A. An Ordinance accepting a utility easement for the property at 1305 N. Barrington Road.
6. **REPORTS**
 - A. Planning Division Monthly Report
 - B. Code Enforcement Division Monthly Report
 - C. Economic Development and Tourism Monthly Report
7. **PRESIDENT'S REPORT**
8. **ITEMS IN REVIEW**
9. **OTHER**
10. **ADJOURNMENT**

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



AGENDA
Transportation & Road Improvement Committee
Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

October 14, 2024

Council Chambers

7:00 PM

1. **CALL TO ORDER/ROLL CALL**
2. **APPROVAL OF MINUTES**
 - A. Transportation & Road Improvement Committee 09-09-2024
3. **PUBLIC COMMENT**
4. **OLD BUSINESS**
5. **NEW BUSINESS**
6. **REPORTS**
 - A. Transportation Division Monthly Report
7. **PRESIDENT'S REPORT**
8. **ITEMS IN REVIEW**
9. **OTHER**
10. **ADJOURNMENT**

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



AGENDA
General Administration & Personnel Committee
Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

October 14, 2024

Council Chambers

7:00 PM

1. **CALL TO ORDER/ROLL CALL**
2. **APPROVAL OF MINUTES**
 - A. General Administration & Personnel Committee 09-09-2024
3. **PUBLIC COMMENT**
4. **OLD BUSINESS**
5. **NEW BUSINESS**
 - A. Authorization to award a contract for redesign and hosting services for the Village of Hoffman Estates website to XX Company for an amount not to exceed \$xx,xxx
6. **REPORTS**
 - A. Cable TV Monthly Report
 - B. Human Resources Management Monthly Report
 - C. Legislative Operations & Outreach Monthly Report
7. **PRESIDENT'S REPORT**
8. **ITEMS IN REVIEW**
9. **OTHER**
10. **ADJOURNMENT**

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



AGENDA ITEM REPORT

Village Board of Trustees

October 7, 2024

ITEM 7A

REQUEST: Approval of an Ordinance granting a Variation for a deck for the property located at 1720 Highland Boulevard

FROM: Kevin Anderson, Associate Planner

ITEM TYPE: Ordinance - PZC Item

REQUEST SUMMARY

The property owner is proposing to reconstruct an existing elevated deck at 1720 Highland Boulevard. Per Section 9-3-6-E-1 of the Municipal Code, a deck greater than 5 feet above grade is required to follow the setback regulations for the principal building. The property is zoned R-3 One-Family Residential, which requires a 10-foot side yard setback for the principal building. The owner is seeking a variation to permit the deck to be reconstructed in the same location, which is setback 5 feet instead of the required 10 feet from the interior side yard lot line.

FINANCIAL IMPACT

N/A

RECOMMENDATION

The Planning & Zoning Commission held a public hearing on September 18, 2024, and adopted findings and **recommended approval** as summarized below and included in Exhibit B - Findings & Recommendation Summary.

1. Adopted the Findings of Fact for a Variation.
2. Recommended approval of a Variation for a deck for the property located at 1720 Highland Boulevard.

Voting: 9 Ayes, 1 Absent, 1 Abstention

Motion Passed.

ATTACHMENTS

1. Exhibit A - Location Map
2. Exhibit B - Findings & Recommendation Summary
3. PZC Staff Report - 1720 Highland Deck Variation
4. Supporting Documents - 1720 Highland Deck Variation
5. Planning & Zoning Commission 09-18-2024 Draft Minutes
6. Ordinance - 1720 Highland Deck Variation

1720 HIGHLAND BLVD
PIN: 07-09-210-026-0000

N



Legend

- Subject Property
- Parcels
- Village Boundary



Department of Development Services
Village of Hoffman Estates
September 2024



**PLANNING & ZONING COMMISSION
FINDINGS & RECOMMENDATION SUMMARY**

Meeting Date: 9/18/2024
From: Kevin Anderson, Associate Planner
PLN24-0038

**Variation from Section 9-3-6-E-1 of the Municipal Code to permit a deck
to have a side yard setback of 5 feet instead of the required 10 feet
for the property located at 1720 Highland Boulevard**

Findings of Fact – Variation

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

1. The Planning and Zoning 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.
FINDING: The residence was originally constructed with an elevated exterior side door on the second floor. A deck and stairs are necessary to access this door which serves as an exterior egress door.
 - b. The plight of the owner is due to unique circumstances.
FINDING: The residence and deck were originally constructed prior to the current iteration of the Zoning Code. This issue is unique to this neighborhood, and there are several residences with the same style deck.
 - c. The variation, if granted, will not alter the essential character of the locality.
FINDING: The deck is existing and is being replaced. There are several residences in this neighborhood with similar conditions. The Village Board has approved 2 similar Variation requests in this neighborhood within the last 4 years. The Variation, if granted, will not alter the essential character of the locality.
2. For the purpose of implementing the above rules, the Planning and Zoning 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 deck serves an above grade exterior door original to the residence. With no deck, this door would not be usable. The residence and deck were originally constructed prior to the current iteration of the Zoning Code.

- 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: There are several residences in this neighborhood with similar conditions. The Village Board has approved 2 similar Variation requests in this neighborhood within the last 4 years.

- c. The purpose of the variation is not based exclusively upon a desire to increase the value of the property;

FINDING: There is no evidence to suggest the variation would impact property values.

- d. The alleged difficulty or hardship has not been created by any person presently having an interest in the property.

FINDING: The residence and deck were constructed prior to the current owner taking possession. The deck and residence are believed to have complied with the Zoning Code at the time they were constructed.

- 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.

FINDING: The construction will require a building permit and compliance with the IBC. Building inspections are required as part of the permit. The improvements are on private property for use by the owner.

- 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: There is no evidence that the proposal will have an impact on the supply of light and air to the surrounding properties, or an impact on property values in the neighborhood.

- 3. The Planning and Zoning 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 Planning & Zoning Commission made the following motions:

- 1. Adopt the Findings of Fact for a Variation, as stated in the Findings & Recommendations Summary.

Motion by Commissioner Harner, seconded by Commissioner Henderson, to adopt the findings.

Roll call vote:

Aye: Eva Combs, Adam Bauske, Tom Burnitz, Lon Harner, Lenard Henderson, Minerva Milford, Nancy Trieb, Denise Wilson, John Wise

Nay: None

Absent: Sarah McClarey

Abstain: Daniel Lee

Motion Passed.

2. Recommend to the Village Board approval of the request for a Variation from Section 9-3-6-E-1 of the Zoning Code to permit a deck to have a side yard setback of 5 feet instead of the required 10 feet for the property located at 1720 Highland Boulevard, subject to the following conditions:
 - a. The construction shall substantially comply with the plans attached as part of this application.
 - b. A building permit is required.

Motion by Commissioner Harner seconded by Commissioner Henderson, to recommend approval.

Roll call vote:

Aye: Eva Combs, Adam Bauske, Tom Burnitz, Lon Harner, Lenard Henderson, Minerva Milford, Nancy Trieb, Denise Wilson, John Wise

Nay: None

Absent: Sarah McClarey

Abstain: Daniel Lee

Motion Passed.



PLANNING & ZONING COMMISSION STAFF REPORT

Meeting Date: 9/18/2024

From: Kevin Anderson, Associate Planner

PLN24-0038

Public Hearing

Variation from Section 9-3-6-E-1 of the Zoning Code to permit a deck to have a side yard setback of 5 feet instead of the required 10 feet for the property located at 1720 Highland Boulevard

REQUEST SUMMARY

The property owner is proposing to reconstruct an existing elevated deck at 1720 Highland Boulevard. Per Section 9-3-6-E-1 of the Zoning Code, a deck greater than 5 feet above grade is required to follow the setback regulations for the principal building. The property is zoned R-3 One-Family Residential, which requires a 10-foot side yard setback for the principal building. The owner is seeking a variation to permit the deck to be reconstructed in the same location, which is setback 5 feet instead of the required 10 feet from the interior side yard lot line.

Location:	1720 Highland Boulevard
Property Owner:	Pragnesh Patel
Property Size:	~10,850 sf.
Zoning / Land Use:	R-3 One-Family Residential / Single-Family Home
Adjacent Properties:	R-3 One-Family Residential

BACKGROUND / ANALYSIS

The subject property consists of one single-family lot currently improved with a single residence with an accessory deck. The residence is a split-level design and has an exterior door on the west side of the structure. This door is approximately 6 feet above the adjacent grade and would not be usable without the deck and stairs.

The existing deck is approximately 5 feet from the side lot line and would be replaced in the same size and location. The deck is served by stairs leading to the south (rear yard). No other improvements are proposed as part of this request.

Notification

Standard notification letters have been sent to surrounding properties within 150 feet and no comments have been received.

MOTIONS

The Planning & Zoning 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 document (as may be amended by the Commission).
2. Recommend to the Village Board of Trustees approval of a Variation from 9-3-6-E-1 of the Zoning Code to permit a deck to have a side yard setback of 5 feet instead of the required 10 feet for the property located at 1720 Highland Boulevard.

ATTACHMENTS

1. Draft PZC Findings and Recommendations Summary - 1720 Highland Deck Variation
2. Location Map - 1720 Highland Blvd
3. Supporting Documents - 1720 Highland Deck Variation

To: Hoffman Estates Village Board

I Pragnesh Patel resident of Hoffman Estates living at 1720 Highland BLV need to replace the side deck and stairs of my house. The reason to replace the deck and stairs is because it is deteriorating and was also slightly damaged due to my neighbor's house fire last fall. The contracting company is going to tear down the existing deck and stairs, which might have been built when the house was built in 1960's. Since I or the village have no record of this deck being built, I do not have any history to relay to this board about this current deck. However, I can state that the current condition is bad and in need of replacement. Since my house has an exit door on the side of the house where this deck and stairs are attached to. I need the village to approve this variation.

IV. Acknowledgement(s)

- Owner, applicant and authorized representatives may include other team members (consultants, brokers, tenants, etc.) that may be called upon to present at public meetings before the Planning and Zoning Commission and Village Board.
- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable or otherwise.
- Planning and Zoning Commission members and Village Staff often conduct inspections of subject site(s) as part of the pre-hearing review of requests. These individuals will be carrying official Village identification cards that can be shown upon request.

The Owner and Applicant, by signing this Application, certify to the correctness of the application and all submittals.

Owner's Signature: Pragnesh Patel

Owner's Name (Please Print): Pragnesh Patel

Applicant's Signature: _____
(If other than Owner)

Applicant's Name (Please Print): _____

Date: 08/22/2024

IV. Application and Document Submittals

All required application materials should be submitted to the Planning & Transportation Division in electronic format via email to planning@hoffmanestates.org. Staff will notify the applicant if full size plan submittals are also required for a particular project review. Submittal requirements can be found in Subdivision Code, Section 10-6 of the Village's Municipal Code.

All applications fees must be paid before the Planning and Zoning Commission can hear any case.

Please contact the Planning & Transportation Division with any questions:

Email: planning@hoffmanestates.org

Address: 1900 Hassell Road
Hoffman Estates, IL 60169

Phone: (847) 781-2660

STANDARDS OF VARIATION

Zoning Code Section 9-1-15-C-2 of the Municipal Code requires that the Planning and Zoning Commission shall, 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 presented. All standards must be answered in full. A separate piece of paper may be used if more room is required.

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.

This is my back/side door exit. If due to a fire and I can not get out the front door, this is my only other exit.

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.

This house was built in the 1960's before the zoning code was implemented.

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

This is my back/side door exit. If due to a fire and I can not get out the front door, this is my only other exit.

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

This is my back/side door exit. If due to a fire and I can not get out the front door, this is my only other exit.

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.

This is a small side deck that also happens to be the houses 2nd exit. There is a broken deck there now not detrimental.

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.

This is on the side of the house, about 30 to 40 feet away from the public sidewalk.



A = ASSUMED
 C = CALCULATED
 CH = CHORD
 CL = CENTERLINE
 D = DEED
 E = EAST
 F.I.P. = FOUND IRON PIPE
 F.I.R. = FOUND IRON ROD
 FT. = FEET/FOOT
 L = ARC LENGTH
 M = MEASURED
 N = NORTH
 NE = NORTHEAST
 NW = NORTHWEST
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 R = RECORD
 RAD = RADIUS
 R.O.W. = RIGHT OF WAY
 S = SOUTH
 S.I.P. = SET IRON PIPE
 S.I.R. = SET IRON ROD
 SE = SOUTHEAST
 SW = SOUTHWEST
 W = WEST

PLAT OF SURVEY OF

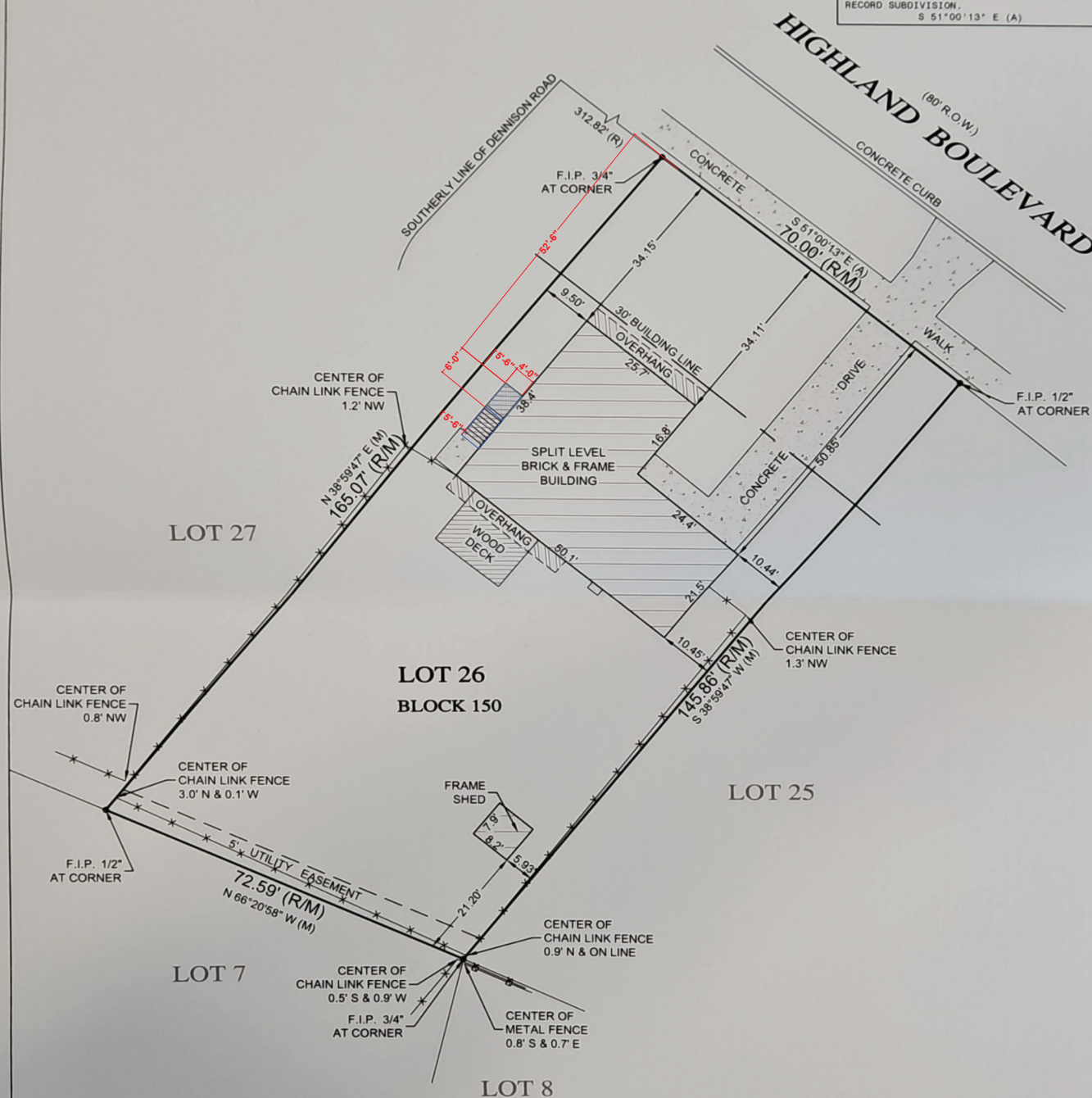
LOT 26 IN BLOCK 150 IN THE HIGHLANDS AT HOFFMAN ESTATES XII, BEING
 A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 41
 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO
 THE PLAT THEREOF RECORDED NOVEMBER 21, 1960 AS DOCUMENT 18021928, IN
 THE OFFICE OF THE COUNTY RECORDER OF COOK COUNTY, ILLINOIS.



BASIS OF BEARING:
 SOUTHWESTLY LINE OF HIGHLAND BOULEVARD
 AS FOUND MONUMENTED AND OCCUPIED PER
 RECORD SUBDIVISION.
 S 51°00'13" E (A)

AREA OF SURVEY:
 CONTAINING 10,882 SQ. FT. OR 0.24 ACRES MORE OR LESS

* * * CHAIN LINK FENCE
 - - - WOOD FENCE
 - - - METAL FENCE
 - - - VINYL FENCE
 - - - EASEMENT LINE
 - - - SETBACK LINE
 - - - INTERIOR LOT LINE



Morris Engineering, Inc.
 515 Warrenville Road, Lisle, IL 60532
 Phone: (630) 271-0770
 FAX: (630) 271-0774
 WEBSITE: WWW.ECIVIL.COM

STATE OF ILLINOIS)
 COUNTY OF DUPAGE)
 I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND
 SURVEYOR, DO HEREBY CERTIFY THAT THIS PROFESSIONAL
 SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM
 STANDARDS FOR A BOUNDARY SURVEY, AND THAT THE
 PLAT HEREON DRAWN IS A CORRECT REPRESENTATION
 OF SAID SURVEY.
 DATED, THIS 6TH DAY OF JUNE, A.D. 2019, AT LISLE, ILLINOIS.
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3253
 LICENSE EXPIRATION DATE NOVEMBER 30, 2020
 ILLINOIS BUSINESS REGISTRATION NO. 184-00245



NOTE:
 1. ALL TIES SHOWN ON THIS SURVEY ARE MEASURED TO THE
 BUILDING'S SIDING (BRICK, FRAME, STUCCO, METAL, ETC.)
 AND NOT TO THE FOUNDATION, UNLESS NOTED OTHERWISE.
 2. ROOF LINES AND OVERHANGS ARE TYPICALLY NOT SHOWN HEREON.
 3. COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT
 ANY DISCREPANCIES TO SURVEYOR AT ONCE.
 4. NO DIMENSIONS SHALL BE ASSUMED BY SCALING.
 ADDRESS COMMONLY KNOWN AS 1720 HIGHLAND BOULEVARD
 HOFFMAN ESTATES, ILLINOIS
 CLIENT TROUT DOWNING LLC
 FIELDWORK DATE (CREW) 06/05/2019 (RL/SB)
 DRAWN BY: RE.S. REVISED: JOB NO. 19-05-0108

- Double 2x10 Rim Joist/Beam



- 2x10 Joist Framing 16" OC



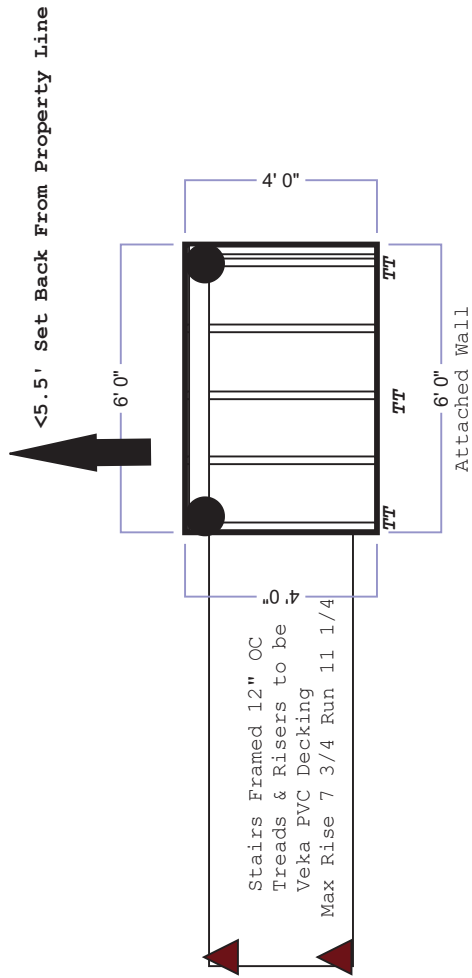
- Diamond Pier/Post



TT - Simpson DTT1Z Deck Tension Tie



- Frost Free Pylex Adjustable Helical Post 50"



Site: 1720 Highland Blvd Hoffman Estates, IL 60169 Title: Deck Remodel	Drawing: 801506 Scale: 1/4" = 1' 0"	Project: 0000416 Date:	Drawn: Name Rev: A	Notes:



MINUTES
Planning & Zoning Commission
Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

September 18, 2024

Council Chambers

6:30 PM

1. CALL TO ORDER/ROLL CALL

Chairperson Combs called the meeting to order at 06:33 PM.

Commissioners Present: Lon Harner, Lenard Henderson, John Wise, Tom Burnitz, Nancy Trieb, Minerva Milford, Denise Wilson, Adam Bauske, Eva Combs, Daniel Lee (arrived at 06:37 PM)

Commissioners Absent: Unexcused: Sarah McClarey

A quorum was present.

Administrative Personnel Present: Kevin Anderson, Associate Planner

2. APPROVAL OF MINUTES

A. Planning & Zoning Commission 07-17-2024

Motion by Commissioner Harner, seconded by Commissioner Henderson, to approve the July 17, 2024, regular meeting minutes. Voice vote taken. Ayes - 6, Nays - 0, (Abstain: Minerva Milford, Nancy Trieb, Denise Wilson). Motion Passed.

3. CHAIRPERSON'S REPORT

None.

4. NEW BUSINESS

A. Public Hearings

1. Variation from Section 9-3-6-E-1 of the Zoning Code to permit a deck to have a side yard setback of 5 feet instead of the required 10 feet for the property located at 1720

Highland Boulevard

Motion by Commissioner Harner, seconded by Commissioner Henderson, to Open Public Hearing. Voice vote taken. Ayes - 9, Nays - 0, (Abstain: None). Motion Passed.

Chairperson Combs swore the petitioner in.

Pragnash Patel (1720 Highland Blvd.)

Mr. Patel presented an overview of the project.

Kevin Anderson presented an overview of the staff report.

Commissioner Burnitz had no questions.

Commissioner Trieb had no questions.

Commissioner Harner had no questions.

Commissioner Henderson had no questions.

Commissioner Wise asked what sections of the deck would be repaired or replaced. Mr. Patel stated the deck would be torn down completely and replaced with the same size structure.

Commissioner Milford had no questions.

Commissioner Wilson had no questions.

Vice Chairperson Bauske had no questions.

Chairperson Combs asked the petitioner if he agreed with the conditions of approval in the staff report. Mr. Patel stated yes.

Chairperson Combs asked if there were any members of the audience that would like to comment on the request. There were no public comments.

Motion by Commissioner Harner, seconded by Commissioner Henderson, to Close Public Hearing. Voice vote taken. Ayes - 9, Nays - 0, (Abstain: Lee). Motion Passed.

Motion by Commissioner Harner, seconded by Commissioner Henderson, to adopt the Findings of Fact for a Variation as stated in the Findings and Recommendations Summary of the September 18, 2024 Staff Report.

Roll call vote:

Aye: Eva Combs, Adam Bauske, Tom Burnitz, Lon Harner, Lenard Henderson, Minerva Milford, Nancy Trieb, Denise Wilson, John Wise

Nay: None

Absent: Sarah McClarey

Abstain: Daniel Lee
Motion Passed.

Motion by Commissioner Harner, seconded by Commissioner Henderson, to recommend to the Village Board of Trustees approval of a request for a Variation from 9-3-6- E-1 of the Zoning Code to permit a deck to have a side yard setback of 5 feet instead of the required 10 feet for the property located at 1720 Highland Boulevard.

Roll call vote:

Aye: Eva Combs, Adam Bauske, Tom Burnitz, Lon Harner, Lenard Henderson, Minerva Milford, Nancy Trieb, Denise Wilson, John Wise

Nay: None

Absent: Sarah McClarey

Abstain: Daniel Lee

Motion Passed.

Mr. Anderson stated that this recommendation would be presented to the Village Board at their next regular meeting on October 14, 2024, at 7:00 p.m.

*** Following the meeting, Mr. Anderson realized an error in reporting the date of the next Village Board meeting. The correct meeting date will be October 7, 2024, at 7:00 p.m. Both Chairperson Combs and the petitioner, Mr. Patel, were notified by email of the correct meeting date.*

5. STAFF DISCUSSION

Mr. Anderson stated there would be discussion about Kensington Fields, the property located next door to the Village Hall (the old CDK property) at the next regular meeting.

6. PUBLIC COMMENT

None.

7. ADJOURNMENT

Motion by Commissioner Harner, seconded by Commissioner Henderson, to adjourn at 06:43 PM. Voice vote taken. Ayes - 10 | Nays - 0 (None) | Abstain - 0 (None). Motion Passed.

Minutes prepared by Marquelle Cnota, Administrative Assistant.

Chairperson's Approval

Date Approved

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE GRANTING A VARIATION
FOR A DECK FOR THE PROPERTY LOCATED AT
1720 HIGHLAND BOULEVARD, HOFFMAN ESTATES, ILLINOIS

WHEREAS, the Planning and Zoning Commission, at a public hearing duly called and held according to law on September 18, 2024, considered the request by Pragnesh Patel (owner) for a Variation from Section 9-3-6-E-1 of the Municipal Code to permit a deck to be 5 feet from the side lot line instead of the required 10 feet for the property located at 1720 Highland Boulevard, and shown on Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, the Planning and Zoning Commission adopted certain Finding of Fact and recommended approval of the variation as outlined in the Findings and Recommendations Summary attached hereto and made a part hereof as Exhibit "B"; and

WHEREAS, the Village Board has received and considered said Findings of Fact and recommendation; and

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

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

Section 1: The Village Board hereby finds that the facts and statements contained in the preamble of this Ordinance are true.

Section 2: A variation from Section 9-3-6-E-1 of the Municipal Code is hereby granted to permit a deck to be 5 feet from the side lot line instead of the required 10 feet for the property located at 1720 Highland Boulevard, subject to the following conditions:

1. A building permit shall be obtained.
2. The development shall significantly conform to the plans as submitted as part of the application, except as such plans may be changed to conform to Village Codes and Ordinances.

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 _____, 2024

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 _____, 2024

Village President

ATTEST:

Deputy Village Clerk

Published in pamphlet form this _____ day of _____, 2024.



AGENDA ITEM REPORT

Village Board of Trustees
October 7, 2024
ITEM 7B

REQUEST: Approval of an Ordinance granting an Amendment to the Poplar Creek RPD General Plan of Development, Preliminary and Final Plat of Subdivision, Preliminary and Final Site Plan, Master Sign Plan, and a Variation from the Municipal Code for Kensington Fields Townhomes located at 1950 Hassell Road

FROM: James Donahue, Senior Planner

ITEM TYPE: Ordinance - PZC Item

REQUEST SUMMARY

PulteGroup is proposing to demolish the CDK office building located at 1950 Hassell Road and develop a 69-unit for-sale townhome community. The property is zoned RPD (Residential Planned Development) and the approved Poplar Creek RPD General Plan allows for 4-story or less office development on the site. The applicant is requesting an amendment to the General Plan to allow for attached single-family residential use on the property. Additionally, the applicant is seeking Preliminary and Final Plat of Subdivision, Preliminary and Final Site Plan, Master Sign Plan, and a Variation from Section 9-3-6-K-1 of the Municipal Code to allow garages to be 375 square feet instead of the minimum 440 square feet.

FINANCIAL IMPACT

N/A

RECOMMENDATION

The Planning & Zoning Commission held a public hearing on October 2, 2024, and adopted findings and ***recommended approval*** as summarized below and included in Exhibit B - Findings & Recommendations Summary.

1. Adopted the Findings of Fact for Site Plan, Master Sign Plan and Variation.
2. Recommended approval of an Amendment to the Poplar Creek RPD General Plan of Development to allow for attached single-family residential use.
3. Recommended approval of Preliminary and Final Plat of Subdivision.
4. Recommended approval of Preliminary and Final Site Plan, Master Sign Plan, and a Variation from Section 9-3-6-K-1 of the Municipal Code to allow all garages to be 375 square feet instead of the required 440 square feet.

Voting: 7 Ayes, 4 Absent

All Motions Passed

ATTACHMENTS

1. Exhibit A - Location Map 1950 Hassell
2. Exhibit B - Findings and Recommendations Summary
3. Exhibit C - Final Plat of Subdivision
4. Exhibit D - Master Sign Plan
5. PZC Staff Report - Kensington Fields Townhomes
6. Supporting Documents - Kensington Fields Townhomes
7. Ordinance - Kensington Fields Townhomes

KENSINGTON FIELDS DEVELOPMENT
1950 HASSELL ROAD
PIN: 07-05-300-003-0000

N



Legend

- Subject Property
- Parcel



Department of Development Services
Village of Hoffman Estates
September 2024



**PLANNING & ZONING COMMISSION
FINDINGS & RECOMMENDATION SUMMARY**

Meeting Date: 10/2/2024

Prepared By: James Donahue, Senior Planner

PLN24-0024

Amendment to the Poplar Creek RPD General Plan of Development, Preliminary and Final Plat of Subdivision, Preliminary and Final Site Plan, Master Sign Plan, and a Variation from the Municipal Code for Kensington Fields Townhomes located at 1950 Hassell Road

Findings of Fact – Site Plan

Sec. 10-2-2-H: Planning and Zoning Commission Review and Recommendation

1. The Planning and Zoning Commission recommends approval for the stated reasons.

FINDING: The proposed use is consistent with the Barrington Road subarea plan to increase density to help facilitate more entertainment uses near the Pace Barrington Road station. New housing stock helps fill a need for people who want to remain in the heart of Hoffman Estates, but want modern conveniences associated with newer construction.

Findings of Fact – Variation

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

1. The Planning and Zoning 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;
FINDING: The reduced garage size is the national standard for the proposed townhome models and is requested to go along with the expected purchaser not needing to house lawn and snow equipment.
 - b. The plight of the owner is due to unique circumstances;
FINDING: The site is encumbered with floodway and an existing detention pond that can't be altered, thus creating a more compact site layout.
 - c. The variation, if granted, will not alter the essential character of the locality.
FINDING: The existing nearby townhomes have smaller garages than required by code, so the character of the area will not be impacted.
2. For the purpose of implementing the above rules, the Planning and Zoning 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 site is encumbered with floodway and an existing detention pond that can't be altered, thus creating a more compact site layout.
 - 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: Adjacent properties are generally built out. existing density allowances may impact future redevelopment.
 - c. The purpose of the variation is not based exclusively upon a desire to increase the value of the property;
FINDING: The nature of the variation would not 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: The proposed site layout is dictated by site constraints. In order to conform to MWRD requirements, site design was impacted.
 - 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: There is no evidence to suggest the variation would impact adjacent 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: There is no evidence that the proposal will have an impact on the supply of light and air to the surrounding properties, or an impact on property values in the neighborhood
3. The Planning and Zoning 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.

Findings of Fact – Master Sign Plan

Sec. 9-3-9-M-13 requires that the Planning and Zoning Commission shall, in making its determination, find that adequate evidence is provided to meet the Standards of a Master Sign Plan.

1. The Master Sign Plan shall result in architecture and graphics of a scale appropriate for the subject development and the surrounding area.
FINDING: The subdivision signs are moderately sized, architecturally pleasing and similar in scale to other residential signs in the area. Marketing signage is temporary but is not overbearing and is similar in color and graphics.
2. The Master Sign Plan shall provide signage consistent with the site plan and architecture of the project.
FINDING: The subdivision signs will utilize similar materials as those found on the townhomes and will blend in well with the project.
3. The Master Sign Plan will avoid visual clutter.
FINDING: The subdivision signs are moderately sized and not illuminated. Marketing signage is temporary but is not overbearing and is similar in color and graphics.
4. The Master Sign Plan shall allow visitors, employees, and consumers to readily identify the business entrances, while addressing the community's need for attractive, unobstructed architecture and commercial graphics.
FINDING: The subdivision signs are unique to the development, architecturally pleasing and will help establish an identity for the neighborhood. Marketing signage is unique to Pulte and is intended to direct prospective home buyers to the models.
5. The Master Sign Plan shall result in a unified theme of signage for this project.
FINDING: Both signs are identical, set back from the road similarly and surrounded by landscape. Marketing signage is unified in color and graphics.

Recommendations

The Planning & Zoning Commission made the following motions:

1. Adopt the Findings of Fact for Site Plan, Master Sign Plan and Variation as noted in the Findings & Recommendations Summary.

Motion by Commissioner Bauske, seconded by Commissioner Harner, to adopt the findings.

Roll call vote:

Aye: Eva Combs, Adam Bauske, Lon Harner, Lenard Henderson, Minerva Milford, Nancy Trieb, Denise Wilson

Nay: None

Absent: Sarah McClarey, Daniel Lee, Tom Burnitz, John Wise

Motion Passed.

2. Recommend to the Village Board approval of an Amendment to the Poplar Creek RPD General Plan of Development to allow for attached single-family residential use.

Motion by Commissioner Bauske, seconded by Commissioner Harner, to recommend approval.

Roll call vote:

Aye: Eva Combs, Adam Bauske, Lon Harner, Lenard Henderson, Minerva Milford, Nancy Trieb, Denise Wilson

Nay: None

Absent: Sarah McClarey, Daniel Lee, Tom Burnitz, John Wise

Motion Passed.

3. Recommend to the Village Board approval of Preliminary and Final Plat of Subdivision, subject to the Final Plat of Subdivision for Kensington Fields.

Motion by Commissioner Bauske, seconded by Commissioner Harner, to recommend approval.

Roll call vote:

Aye: Eva Combs, Adam Bauske, Lon Harner, Lenard Henderson, Minerva Milford, Nancy Trieb, Denise Wilson

Nay: None

Absent: Sarah McClarey, Daniel Lee, Tom Burnitz, John Wise

Motion Passed.

4. Recommend to the Village Board approval of Preliminary and Final Site Plan, Master Sign Plan, and a Variation from Section 9-3-6-K-1 of the Municipal Code to allow all garages to be 375 square feet instead of the required 440 square feet, subject to the following conditions:
 - a. The building permit shall be obtained within twelve (12) months of the Village Board action on this request.
 - b. Masonry wainscot wrap on the end until elevations facing Hassell Road are required as outlined in the Elevations date June 28, 2024.
 - c. A waiver from Section 10-3-2-C-2-b is granted to allow a road centerline radius reduction from 95' to 90'.
 - d. A waiver from Section 10-4-4-F-2 is granted to eliminate the required shade tree in the front of each home due to the limited space between drives.
 - e. A dormant Special Service Area (SSA) must be established prior to the issuance of the first building permit for the townhomes (excluding demolition and site development permits).
 - f. The applicant shall submit master sets of townhome plans for review and approval by the Village staff prior to the submittal of any individual building permits.
 - g. At the time of subdivision acceptance, the subdivision improvements shall be accepted as a single unit. Acceptance shall be done in accordance with the Municipal Code.
 - h. The HOA Declarations shall be recorded prior to the issuance of the second building permit for the townhomes (excluding demolition and site development permits).
 - i. The model parking area as noted on sheet L.101 is subject to engineering review as part of the site plan permit and may be modified based on grading, access location or other engineering concerns.
 - j. A performance guarantee based on an Engineers' Estimate of Cost shall be submitted to the Village prior to issuance of the site development permit.
 - k. A permit from the Metropolitan Water Reclamation District (MWRD) shall be provided prior to site construction commencing.
 - l. Cash contribution in lieu of school and park land donation must be submitted prior to the issuance of any building permit for the development as provided for in 10-9-2 G. of the Municipal Code, at a rate of \$165,000 per acre of required land dedication (Elementary School District 54 - \$64,358, High School District 211 - \$14,778, Hoffman Estates Park District - \$149,781).

- m. A Statement of Awareness, provided by the Village, shall be recorded for each townhome unit. The statement shall be required to be signed by all prospective purchasers at time of contract. Copies of the signed Statement of Awareness must be provided to the Village prior to the issuance of a building permit. If no purchaser has been identified at the time of the building permit issuance, then the developer shall provide a copy when a contract is signed. In addition to the signed letter, a board with the Statement of Awareness enlarged to a size not less than 24x36 inches shall be posted in the sales office, and additional copies shall be available to be taken away by the customer with the other materials provided at the sales office. The posted notice and additional copies shall be located in a conspicuous area that is accessible to the public.
- n. Fire Department and emergency access to the property shall be maintained at all times. Petitioner shall make any adjustments on the site as needed for access as per direction by the Village.
- o. In accordance with Municipal Code, construction hours shall be limited to 7 a.m. to 7 p.m. Monday through Friday, and 8 a.m. to 6 p.m. Saturday and Sunday.
- p. Staff will work with applicant to revise language in HOA declarations as discussed at 10/2/24 PZC meeting.
- q. The following documents and plans, all on file with the Village, are hereby approved and constitute the final site plan approval for the project:
 - 1. Final Civil Engineering Plans updated through 6/21/24
 - 2. Final Plat of Subdivision for Kensington Fields updated through 9/11/24
 - 3. Final Landscape Plans updated through 6/28/24
 - 4. Elevations updated through 6/28/24.
 - 5. Community Impact Statement and attachments dated May 2024
 - 6. Traffic Study dated May 23, 2024
 - 7. Final Stormwater Report dated May 24, 2024
 - 8. Declarations for the Kensington Fields Townhomes
 - 9. Statement of Awareness for Kensington Fields Townhomes
 - 10. Application and Addendum as submitted by the applicant

Motion by Commissioner Bauske, seconded by Commissioner Harner, to recommend approval.

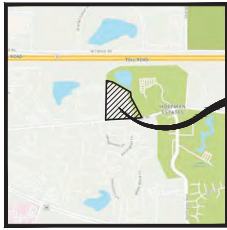
Roll call vote:

Aye: Eva Combs, Adam Bauske, Lon Harner, Lenard Henderson, Minerva Milford, Nancy Trieb, Denise Wilson

Nay: None

Absent: Sarah McClarey, Daniel Lee, Tom Burnitz, John Wise

Motion Passed.



VICINITY MAP

SITE
LOCATION

FINAL PLAT OF SUBDIVISION KENSINGTON FIELDS

PART OF THE SOUTHWEST QUARTER OF SECTION 5 AND THE SOUTHEAST QUARTER
OF SECTION 6, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOTE:
KEYMAP FOR BOUNDARY
AND PAGE INDEX ONLY.
SEE FOLLOWING SHEETS
FOR PARTICULARS.

THIS PLAT WAS SUBMITTED TO THE COUNTY
RECORDER FOR THE PURPOSES OF RECORDING BY
AND RETURN TO:
VILLAGE OF HOFFMAN ESTATES
1900 HASSELL ROAD
HOFFMAN ESTATES, IL 60169

TOTAL AREA OF SUBDIVISION
13.390 ACRES
(MORE OR LESS)

PARCEL INDEX NUMBER
07-05-300-003
HOFFMAN ESTATES, ILLINOIS

SHEET 1 OF 4

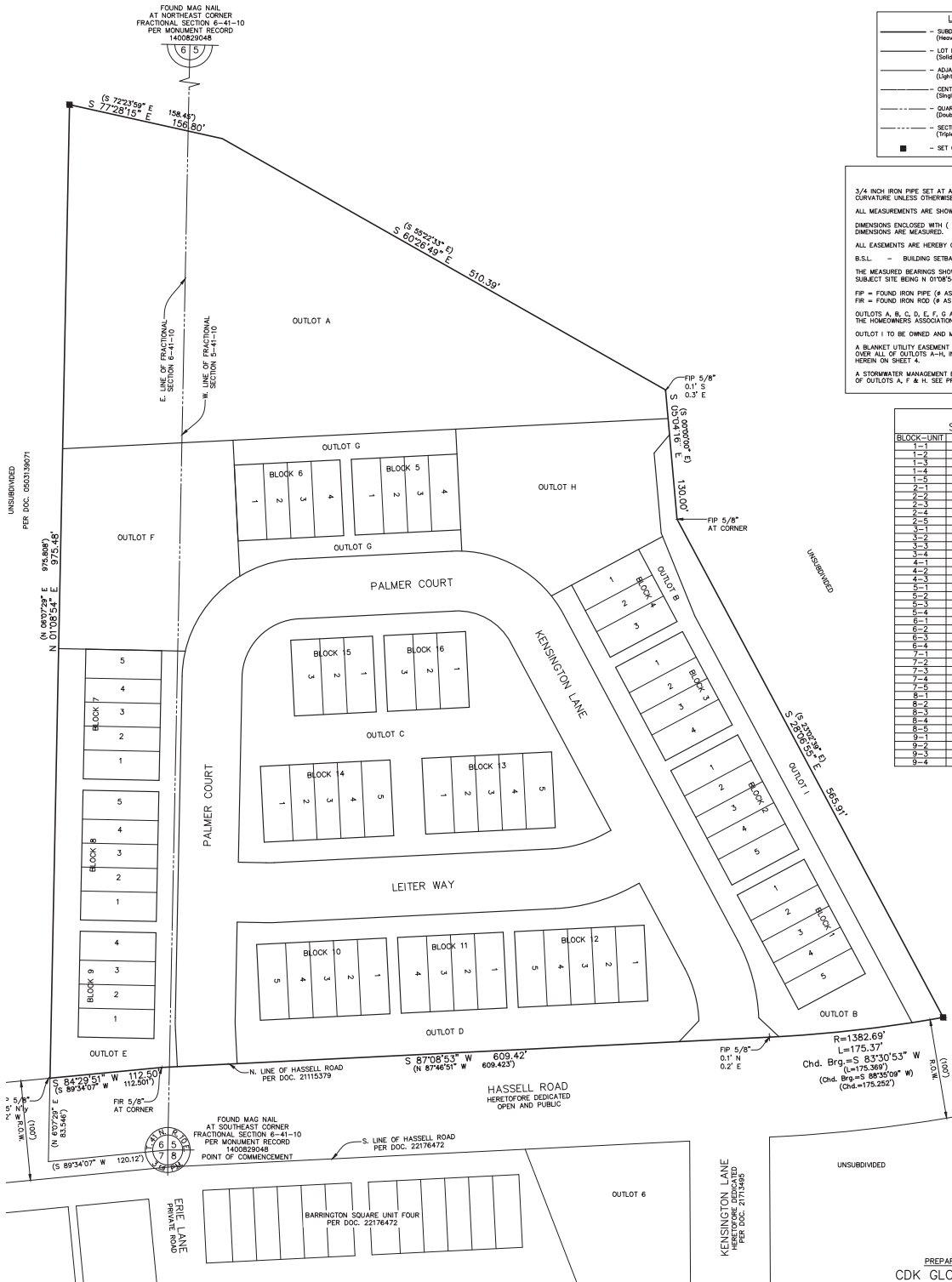
50 25 0 50
SCALE: 1 INCH = 50 FEET

LEGEND	
—	SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
—	LOT LINE/PROPERTY LINE (Solid Line)
—	ADJACENT LOT LINE/PROPERTY LINE (Light Solid Line)
---	CONTINGENT LINE (Single Dashed Lines)
---	QUARTER SECTION LINE (Double Dashed Lines)
---	SECTION LINE (Triple Dashed Lines)
■	SET CONCRETE MONUMENT

NOTES

3/4 INCH IRON PIPE SET AT ALL LOT CORNERS AND POINTS OF
CURVATURE UNLESS OTHERWISE NOTED.
ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
DIMENSIONS ENCLOSED WITH () ARE RECORD DATA. ALL OTHER
DIMENSIONS ARE MEASURED.
ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.
B.S.L. = BUILDING SETBACK LINE
THE MEASURED BEARINGS SHOWN ARE BASED ON THE WEST LINE OF THE
SUBJECT SITE BEING N 01°05'54" E (ASSUMED).
FIP = FOUND IRON PIPE (W AS SHOWN)
FIR = FOUND IRON ROD (W AS SHOWN)
OUTLOTS A, B, C, D, E, F, G AND H TO BE OWNED AND MAINTAINED BY
THE HOMEOWNERS ASSOCIATION.
OUTLOT I TO BE OWNED AND MAINTAINED BY THE OWNER.
A BLANKET UTILITY EASEMENT FOR PUBLIC UTILITIES IS HEREBY GRANTED
OVER ALL OF OUTLOTS A-H, INCLUSIVE. SEE PROVISIONS CONTAINED
HEREIN ON SHEET 4.
A STORMWATER MANAGEMENT EASEMENT IS HEREBY GRANTED OVER ALL
OF OUTLOTS A, F & H. SEE PROVISIONS CONTAINED HEREIN ON SHEET 4.

LOT AREA SUMMARY TABLE			
BLOCK-UNIT	SQ. FT.	BLOCK-UNIT	SQ. FT.
1-1	2,204	10-1	2,204
1-2	1,824	10-2	1,824
1-3	1,824	10-3	1,824
1-4	1,824	10-4	1,824
1-5	2,204	10-5	2,204
2-1	2,204	11-1	2,204
2-2	1,824	11-2	1,824
2-3	1,824	11-3	1,824
2-4	1,824	11-4	2,204
2-5	2,204	12-1	2,204
3-1	2,204	12-2	1,824
3-2	1,824	12-3	1,824
3-3	2,204	12-4	1,824
3-4	2,204	12-5	2,204
3-5	1,824	13-1	2,204
4-1	1,824	13-2	1,824
4-2	1,824	13-3	1,824
4-3	2,204	13-4	1,824
4-4	2,204	13-5	2,204
4-5	1,824	14-1	2,204
5-1	2,204	14-2	1,824
5-2	1,824	14-3	1,824
5-3	1,824	14-4	1,824
5-4	2,204	14-5	2,204
5-5	1,824	15-1	2,204
6-1	2,204	15-2	1,824
6-2	1,824	15-3	2,204
6-3	1,824	15-4	1,824
6-4	2,204	15-5	2,204
6-5	1,824	16-1	2,204
7-1	2,204	16-2	1,824
7-2	1,824	16-3	1,824
7-3	1,824	16-4	1,824
7-4	1,824	16-5	2,204
7-5	2,204	16-6	2,204
8-1	2,204	OUTLOT A	124,326
8-2	1,824	OUTLOT B	27,699
8-3	1,824	OUTLOT C	43,210
8-4	1,824	OUTLOT D	35,036
8-5	2,204	OUTLOT E	24,378
8-6	2,204	OUTLOT F	33,939
8-7	1,824	OUTLOT G	11,403
8-8	1,824	OUTLOT H	28,876
8-9	2,204	OUTLOT I	17,717



PREPARED FOR:
CDK GLOBAL, LLC
1950 HASSELL ROAD
HOFFMAN ESTATES, IL 60169

PREPARED BY:
CEMCON, Ltd.

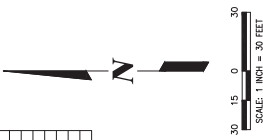
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: info@cemcon.com Website: www.cemcon.com

DISC NO: 402168 FILE NAME: SUBPLAT
DRAWN BY: A/B FLD. BK. / PG. NO: N/A
COMPLETION DATE: 05-17-24 JOB NO: 402168
CHECKED BY:
REVISED 06-25-24/VJB PER VILLAGE COMMENTS DATED 06-14-24
REVISED 07-10-24/VJB PER CLIENT REVIEW COMMENT DATED 07-03-24
REVISED 09-04-24/VJB PER CLIENT REVIEW COMMENTS DATED 08-28-24
REVISED 09-11-24/VJB PER CLIENT REVIEW



Page 130 of 310

LINE	BEARING	LENGTH
L1	S 43°17'25" W	28.86'
L2	S 00°19'59" E	14.95'
L3	S 00°19'59" E	14.95'
L4	S 61°53'05" W	9.48'
L5	N 61°53'05" E	9.48'
L6	N 01°33'05" E	39.48'
L7	N 02°51'07" W	35.94'



MATCH LINE - SEE SHEET 2



PREPARED BY:
CEMCON, Ltd.
Civil Engineering & Surveying
2280 White Oak Circle, Suite 100 Aurora, Illinois
63052-9675 PH: 630.862.2100 FAX: 630.862.2199
www.cemcon.com
DSC NO.: 402168 FILE NAME: SUBJ-AT
DRAWN BY: MSB FLD BK: / PG. NO.: N/A
COMPLETION DATE: 05-17-24 JOB NO.: 402168
CHECKED BY: MS-24VAB PER VILLAGE COMMENTS DATED 06-14-24
REVISED 07-10-24VAB PER CLIENT REVIEW COMMENTS DATED 07-03-24
REVISED 09-04-24VAB PER CLIENT REVIEW COMMENTS DATED 08-28-24
REVISED 09-11-24VAB PER CLIENT REVIEW COMMENTS DATED 09-11-24
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OWNER'S CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF COOK)

THIS IS TO CERTIFY THAT CDK GLOBAL, LLC IS THE RECORD OWNER OF THE PROPERTY DESCRIBED HEREON, AND THAT AS SAID RECORD OWNER IT CONSENTS TO THE SUBDIVISION OF SAID PROPERTY, THE VARIOUS DEDICATIONS, GRANTS AND RESERVATIONS OF EASEMENTS AND RIGHT-OF-WAY SHOW THEREON.

DATED THIS _____ DAY OF _____ A.D., 20____

BY: _____
SIGNATURE

ATTEST: _____
SIGNATURE

NOTARY'S CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF COOK)

I, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DOE TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED THERETO AND THAT THEY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE PLAT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THEIR FREE AND VOLUNTARY ACT UNDER THE STYLE AND TITLE THEREON INDICATED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ A.D., 20____

AFFIX SEAL NOTARY

PLEASE TYPE/PRINT NAME

SCHOOL DISTRICT – SUBDIVISION

WE, CDK GLOBAL, LLC AS OWNERS, HAVE STATED THAT THE DESCRIBED PROPERTY (KENSINGTON FIELDS SUBDIVISION) IS LOCATED IN SCHUMBURG COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 54 (GRADES K-8) AND TOWNSHIP HIGH SCHOOL DISTRICT 211 (GRADES 9-12).

**CDK GLOBAL, LLC
OWNER**

BY: _____
ITS: _____
BY: _____
ITS: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ A.D., 20____

NOTARY**PLANNING & ZONING COMMISSION CERTIFICATE**

STATE OF ILLINOIS) SS.
COUNTY OF COOK)

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF HOFFMAN ESTATES, COOK COUNTY, ILLINOIS,

THIS _____ DAY OF _____ A.D., 20____

BY: _____
CHAIRPERSON

ATTEST: _____
SECRETARY

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF COOK)

VILLAGE BOARD, APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF HOFFMAN ESTATES, COOK COUNTY, ILLINOIS THIS _____ DAY OF _____ A.D., 20____

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF COOK)

I, HOFFMAN ESTATES, DO HEREBY CERTIFY THAT I, COLLECTOR FOR THE VILLAGE OF HOFFMAN ESTATES, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS FOR ANY DEFERRED INSTALLMENTS THEREOF, THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THIS PLAT.

DATED AT HOFFMAN ESTATES, COOK COUNTY, ILLINOIS,

THIS _____ DAY OF _____ A.D., 20____

VILLAGE TREASURER

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, JEFFREY R. PANKOW, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED FOR SUBDIVISION PURPOSES THE PROPERTY DESCRIBED IN THE ABOVE LOCATION AS SHOWN BY THE PLAT, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. SCALE OF MAP IS SHOWN HEREON.

THAT PART OF FRACTIONAL SECTION 5 AND THAT PART OF FRACTIONAL SECTION 6 BOTH IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 5, 6, 7 AND 8 IN THE TOWNSHIP AND RANGE AFORESAID; THENCE SOUTH 89 DEGREES 34 MINUTES 07 SECONDS WEST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 6, A DISTANCE OF 120.12 FEET; THENCE NORTH 06 DEGREES 07 MINUTES 29 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID FRACTIONAL SECTION 6, A DISTANCE OF 83.546 FEET TO A POINT IN THE NORTH LINE OF HASSELL ROAD AS DEDICATED PER DOCUMENT NUMBER 21 115379, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING NORTH 06 DEGREES 07 MINUTES 29 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID FRACTIONAL SECTION 6, A DISTANCE OF 975.808 FEET; THENCE SOUTH 72 DEGREES 23 MINUTES 59 SECONDS EAST, 158.45 FEET; THENCE SOUTH 55 DEGREES 22 MINUTES 33 SECONDS EAST, 510.39 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 130. FEET; THENCE SOUTH 23 DEGREES 02 MINUTES 39 SECONDS EAST, 565.91 FEET TO A POINT IN THE AFOREMENTIONED NORTH LINE OF HASSELL ROAD; THENCE WESTERLY ALONG THE SAID NORTH LINE OF HASSELL ROAD, BEING THE ARC OF A CIRCLE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 1382.69 FEET (THE CHORD OF WHICH BEARS SOUTH 88 DEGREES 35 MINUTES 09 SECONDS WEST AND MEASURES 175.252 FEET) AN ARC DISTANCE OF 175.369 FEET; THENCE NORTH 87 DEGREES 46 MINUTES 51 SECONDS WEST, TANGENT TO THE LAST DESCRIBED CURVED LINE, AND STILL ALONG THE NORTH LINE OF SAID HASSELL ROAD, 609.423 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 89 DEGREES 34 MINUTES 07 SECONDS WEST, 112.501 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

I HEREBY FURTHER CERTIFY THAT, BASED ON REVIEW OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP PANEL NO. 17031C0159J AND 17031C0167J BOTH WITH AN EFFECTIVE DATE OF AUGUST 19, 2008, IT IS OUR OPINION THAT THE PROPERTY DESCRIBED HEREON FALLS WITHIN ZONE X, A ZONE AE AND FLOODWAY AS DESIGNATED AND DEFINED BY F.E.M.A.

I ALSO CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREIN DRAWN IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF HOFFMAN ESTATES, ILLINOIS, WHICH HAS ADOPTED A VILLAGE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE XI OF THE ILLINOIS MUNICIPAL CODES AS HEREINFOR AND HEREAFTER AMENDED.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ A.D., 20____

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2024
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002937
EXPIRATION DATE IS APRIL 30, 2025

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF DUPAGE)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____ 20____

BY: _____
PROFESSIONAL ENGINEER

COOK COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF COOK)

I DO NOT FIND ANY DELINQUENT GENERAL TAXES UNPAID CURRENT GENERAL TAXES DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE OWNER OF THE LAND IN THE ABOVE PLAT.

COOK COUNTY CLERK

DATE: _____

COMMONWEALTH EDISON AND SBC EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICES IS HEREBY RESERVED FOR AND GRANTED TO:

COMMONWEALTH EDISON COMPANY AND AT&T, A.K.A. SBC ILLINOIS, AMERITECH ILLINOIS, A.K.A. ILLINOIS BELL, TELEPHONE COMPANY GRANTEES, THEIR RESPECTIVE LICENSEES, SUCCESSORS, AND ASSIGNS JOINTLY AND SEVERALLY TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, Poles, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION OF ELECTRICITY COMMUNICATIONS, TELEVISION, CABLE TELEVISION, SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "BLANKET UTILITY EASEMENT", "B.U.E." (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICES CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREAS TO SERVE IMPROVEMENTS THEREON, OR OF ADJACENT LOTS, ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM, OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED "EASEMENT", "BLANKET UTILITY EASEMENT", "B.U.E." (OR SIMILAR DESIGNATION), WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES, AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH IN SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2, AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCEL OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDES REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL OR RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

NICOR GAS EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH NATURAL GAS SERVICE IS HEREBY RESERVED FOR AND GRANTED TO NICOR GAS COMPANY

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF NATURAL GAS, OR OTHER LIQUID OR GASEOUS FUELS, AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED "BLANKET UTILITY EASEMENT" (B.U.E.), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS" AND PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED "BLANKET UTILITY EASEMENT" (B.U.E.), WITH THE PRIOR WRITTEN CONSENT OF GRANTEES, AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH IN SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2(E), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCEL OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERMS "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL OR RETENTION POND, OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

BLANKET UTILITY EASEMENT (B.U.E.) PROVISIONS

A BLANKET UTILITY EASEMENT (B.U.E.) IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF HOFFMAN ESTATES ("VILLAGE") AND ITS FRANCHISEES, OVER ALL OF OUTLOTS A THROUGH H, INCLUSIVE ON THIS PLAT OF SUBDIVISION, EXCEPTING ANY LOT, PARCEL OR AREA OF REAL PROPERTY, TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF SAID EASEMENT, INCLUDING BUT NOT LIMITED TO THE FOLLOWING WITHOUT LIMITATION, GAS MAINS, TELEPHONE CABLES, ELECTRICAL LINES, AND CABLE TELEVISION. NO ENCROACHMENT OF ANY KIND IS ALLOWED WITHIN SAID EASEMENT UNLESS THE VILLAGE DETERMINES THAT SAID ENCROACHMENT SHALL NOT INTERFERE WITH THE PROPER FUNCTIONING OF SUCH UTILITY FACILITIES, SUCH AS ENCROACHMENT BY NON-INTERFERING GARDENS, SHRUBS AND OTHER ORNAMENTAL MATERIAL. THE VILLAGE AND ITS FRANCHISEES WITH PERMITS FROM THE VILLAGE MAY ENTER UPON SAID EASEMENT FOR THE USES HEREIN SET FORTH AND HAVE THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED ABOVE AS BLANKET UTILITY EASEMENT WHICH ENDOACH ON AND INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND SUCH FACILITIES APPURTENANT THERETO.

FOLLOWING ANY WORK TO BE PERFORMED BY THE VILLAGE FRANCHISEES WITH PERMITS FROM THE VILLAGE, IN THE EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN, SAID ENTITIES SHALL MAKE SURFACE RESTORATIONS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: BACKFILL ANY TRENCH, RESTORE CONCRETE AND ASPHALT SURFACES TO TOPSOIL AND SEED, REMOVE EXCESS DEBRIS, MAINTAIN AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION, ALL SAID RESTORATION SHALL BE COMPLETED IN ACCORDANCE WITH VILLAGE STANDARDS.

FOLLOWING ANY WORK TO BE PERFORMED BY THE VILLAGE IN THE EXERCISE OF ITS EASEMENT RIGHTS GRANTED HEREIN, THE VILLAGE SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT THE VILLAGE SHALL BE OBLIGATED FOLLOWING MAINTENANCE WORK TO BACKFILL AND MOUND ANY TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPILL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

EASEMENT PROVISIONS FOR THE VILLAGE OF HOFFMAN ESTATES

AN EASEMENT IS HEREBY RESERVED BY AND GRANTED TO THE VILLAGE OF HOFFMAN ESTATES AND TO UTILITY SERVICE PROVIDERS AND THEIR SUCCESSORS THAT HOLD A LICENSE OR FRANCHISE UPON THE DATE OF THIS DOCUMENT WITHIN THE VILLAGE OF HOFFMAN ESTATES, COOK AND KANE COUNTIES, ILLINOIS, WITHIN THE AREA SHOWN BY DASHED LINES AND WITHIN THE AREA DEFINED "EASEMENTS FOR PUBLIC UTILITIES" ON THE PLAT, TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN CONDUITS, CABLES AND WIRES, STORM AND SANITARY SEWER AND WATER MAINS AND DRAINAGE SWALES, ABOVE AND UNDERGROUND, WITH ALL NECESSARY MANHOLES, WATER VALVES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THE SUBDIVISION AND OTHER PROPERTY WITH TELEPHONE, ELECTRIC, TELEVISION, SEWER AND WATER SERVICE, AND FOR OTHER PURPOSES, THE RIGHT TO ENTER UPON LOTS AT ALL TIMES TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN WITHIN SAID EASEMENT AREA SAID CONDUITS, CABLES, WIRES, MANHOLES, WATER VALVES AND OTHER EQUIPMENT AND FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES, AND FINALLY THE RIGHT IS HEREBY GRANTED TO CUT DOWN AND REMOVE AND KEEP TRIMMED ANY TREES, SHRUBS, OR SAPLINGS THAT INTERFERE OR THREATEN TO INTERFERE WITH ANY OF THE SAID PUBLIC UTILITY EQUIPMENT, OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT FACILITIES WILL BE PERFORMED BY THE VILLAGE ONLY IN THE EVENT OF OWNER DEFAULT IN THE OWNER'S MAINTENANCE OBLIGATION, AND SHALL BE DONE AT THE OWNER'S EXPENSE IN ACCORDANCE WITH THE ACCOMPANYING EASEMENT AGREEMENT. NO PERMANENT BUILDINGS OR CONCRETE PATIOS SHALL BE PLACED ON SAID EASEMENT BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED. HOWEVER, IF FENCES ARE TO BE ERECTED BY ANY OWNER OR OWNERS IN THIS SUBDIVISION WITHIN SAID EASEMENT, THESE MUST BE PLACED IN ALLOCATION ACCEPTABLE TO THE VILLAGE OF HOFFMAN ESTATES AND PRIOR TO ERECTING SUCH A FENCE, A PERMIT FOR SUCH A FENCE INSTALLATION MUST BE OBTAINED FROM SAID VILLAGE.



CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100, Aurora, IL 60012
630.862.2199 FAX: 630.862.2199
E-Mail: info@cemcon.com Website: www.cemcon.com

DISC NO: 402168 FILE NAME: SUBPLAT
DRAWN BY: A/B FLD, BK. / PG. NO: N/A
COMPLETION DATE: 05-17-24 JOB NO: 402168

CHECKED BY:
REVISED 06-25-24/AJB PER VILLAGE COMMENTS DATED 06-14-24
REVISED 07-10-24/AJB PER CLIENT REVIEW COMMENT DATED 07-03-24
REVISED 09-04-24/AJB PER CLIENT REVIEW COMMENTS DATED 08-28-24
REVISED 09-11-24/AJB PER CLIENT REVIEW

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MASTER SIGN PLAN

Kensington Fields Townhomes



October 2, 2024

KENSINGTON FIELDS TOWNHOMES

MASTER SIGN PLAN

Introduction

This Master Sign Plan applies to the Kensington Fields Townhomes development located at 1950 Hassell Road.

The Master Sign Plan has been designed with signage for this development that considers certain unique characteristics of this property.

A. Area Included in Master Sign Plan

This Master Sign Plan applies to the Kensington Fields Townhomes property located at 1950 Hassell Road with the P.I.N.: 07-05-300-003-0000.

B. General Provisions

1. Definition. For the purposes of this Master Sign Plan, “Property” shall mean the areas included in the Master Sign Plan and shall apply to the proposed structures and site improvements on the lot.
2. Driver Sight Visibility. No sign shall be placed in a manner that will obstruct driver or pedestrian sight lines, traffic control signs or create an unsafe condition based on analysis by the Village’s Planning and Transportation Division.
3. Landscaping. Landscaping shall be provided as per the approved landscape plan at the base of the ground signs, unless determined to be unsafe or not feasible by the Village Department of Development Services.
4. Illumination. Sign illumination is permitted only in accordance with Section 9-3-8-M-4-b of the Zoning Code except as otherwise noted in the approved Master Sign Plan documents.
5. Setbacks. Setbacks for all signs shall be in accordance with Section 9-3-8-M-4-b of the Zoning Code except as otherwise noted in the approved Master Sign Plan documents. Signs shall be set back a minimum of 10 feet from any interior paved surface or structure.
6. Sign Design. Color and letter graphic styles on the signs shall be those as shown on the attached plan; however, signs that are of a similar type shall be of a consistent color and graphic style.

KENSINGTON FIELDS TOWNHOMES MASTER SIGN PLAN

7. Calculation of Sign Area. The surface area of all signs shall be in accordance with Section 9-3-8-M-4-b of the Zoning Code except that the architectural base and support structure of the ground sign shall not be included in the total sign area if these areas do not contain text, logos, or any other graphics.
8. Permits. Sign permits shall be required for all signs in accordance with Section 9-3-8-A of the Zoning Code.
9. Coordination with Village Sign Code. All regulations of the Zoning Code shall apply unless specifically stated otherwise in this Master Sign Plan. In the event of a conflict between this Master Sign Plan and the Zoning Code, the Master Sign Plan regulations shall apply. Any previous zoning relief granted for signage related to this property is no longer applicable.

C. Ground Signs

Ground signage shall be in accordance with the following:

1. Ground Signs. A total of two ground signs shall be permitted for the subdivision. All ground signs shall follow Section 9-3-8-M-4-b of the Zoning Code.
 - a. Type. A monument style ground sign that will identify the entire property as per the attached. The sign shall be a brick or masonry style sign.
 - b. Height. The height of the signs shall comply with the attached documents and shall not exceed 6’.
 - c. Size. The total square footage allowance of the sign shall comply with the attached documents and shall not exceed 48 square feet per face.
 - d. Setbacks. The signs shall be setback a minimum of 10 feet from any paved interior surface or roadway.

D. Marketing Signs

1. Marketing Signs. Marketing Signs as per the attached documents shall be allowed.
 - a. Type. **Entrance Billboards** - (2) single faced signs not exceeding 10’ in height and 80 sq ft in area.
 - b. Type. **Burma Shave Style Signs** - (5) single faced signs not exceeding 5’ in height and 10 sq ft per sign.
 - c. Type. **Model Signage** – number, height and size as per attached documents.

KENSINGTON FIELDS TOWNHOMES MASTER SIGN PLAN

d. Type. **Flag Poles** – two poles - 25' (American Flag) and 20' (Pulte Flag)

e. Type. **Parking Signage** – number, height and size as per attached documents.

f. Setbacks. The signs shall be setback a minimum of 10 feet from any paved interior surface or roadway.

E. Amendments

1. Changes. Changes to the text, colors, or graphic style of the signs shall not require a formal amendment to this plan, provided the size and all other requirements of this plan are met and all signs of each type have identical design and colors.
2. Interpretation. The Village shall make all determinations concerning any question of interpretation of the MSP set forth herein, and such determination shall be final and binding. Signs that are not explicitly addressed in the provisions of this plan, but that meet the intent of the plan, may be permitted through administrative approval.
3. New Signs. The addition of new signs or relocation of existing signs shall not require a formal amendment to this plan, provided the signs meet all requirements of this plan. Any amendment to add additional signs or make substantial changes to the approved signs in this plan shall be subject to review by the Planning and Zoning Commission and approval by the Village Board through the process outlined in the Zoning Code for variations.

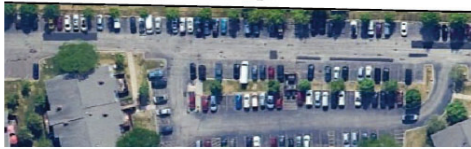
Kensington Fields – Hoffman Estates

Proposed Signage Plan

May 13, 2024

Confidential and Proprietary

Entrance Billboard – Hassell Road



10' TO TOP OF SIGN

8'

10'



KENSINGTON FIELDS

COMING SOON

Innovative Townhomes

Join the Interest List for Updates

Pulte.com/KensingtonFields

Burma Shave Signs – Hassell Road



60" TO TOP OF SIGN

36"



TOP
SELLING
POINT TBD

SIGN 1A

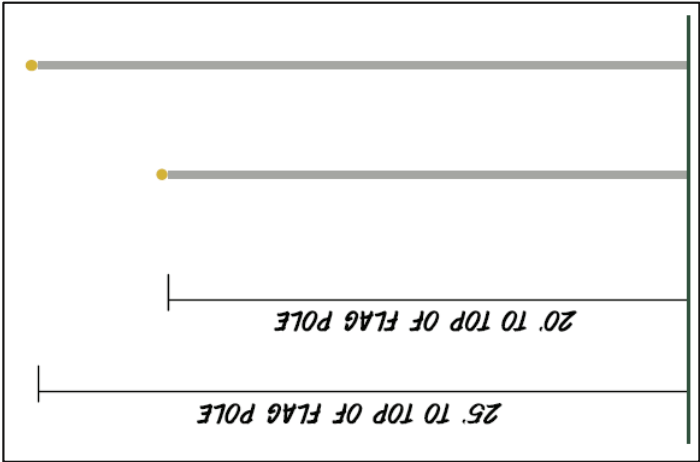


TOP
SELLING
POINT TBD

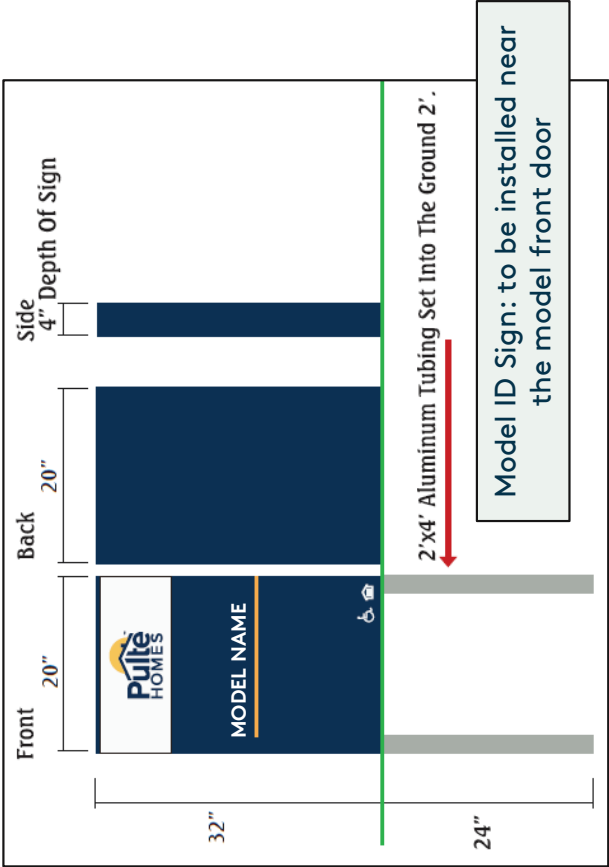
SIGN 1B

Burma Shave Signs: will include top selling points of the community. Each sign is double sided. Quantity = 5

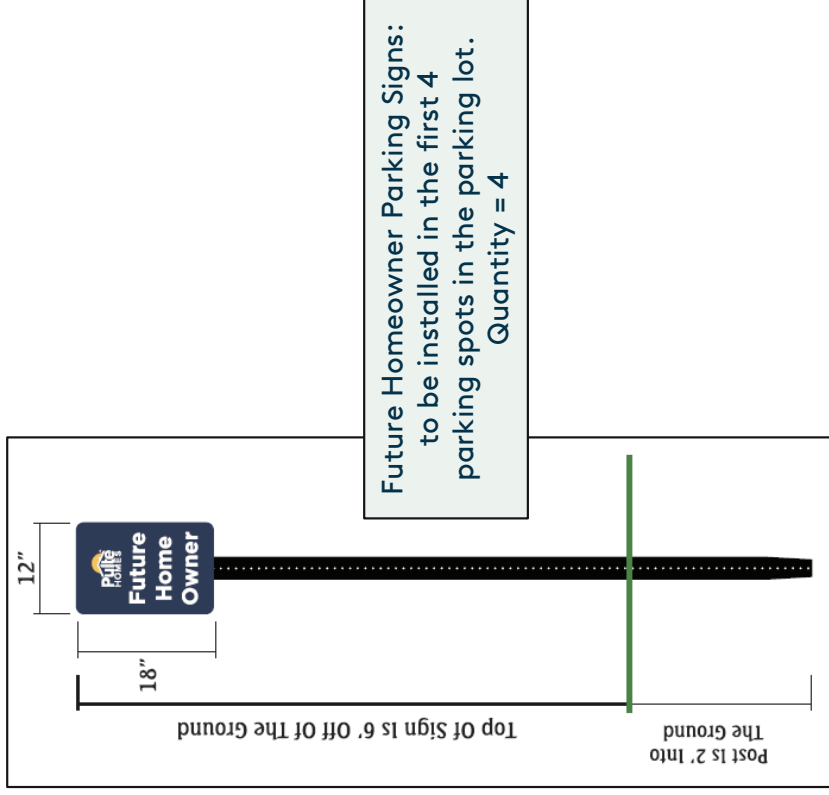
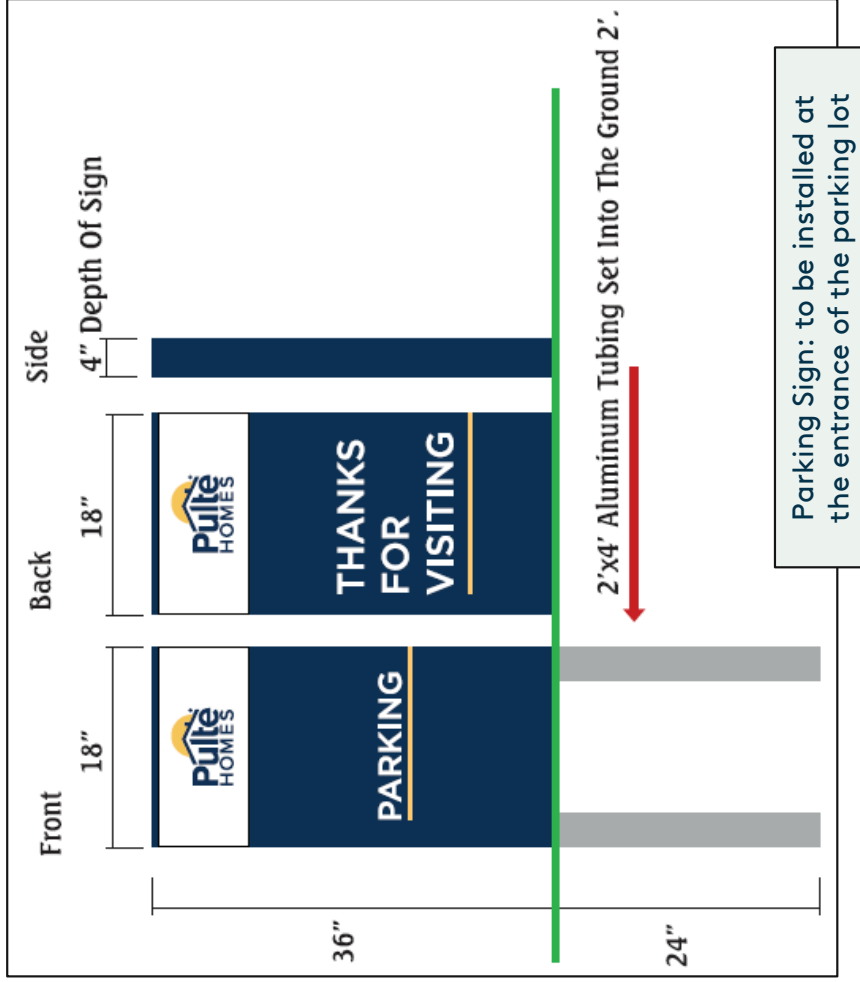
Model Signage – Lot TBD

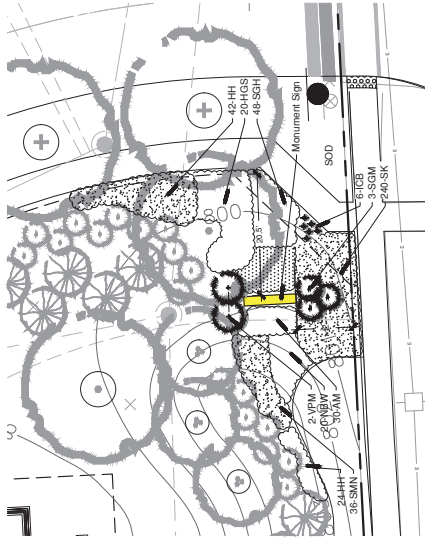


Flag Poles: to be installed behind the Welcome sign. One American flag, one Pulte flag



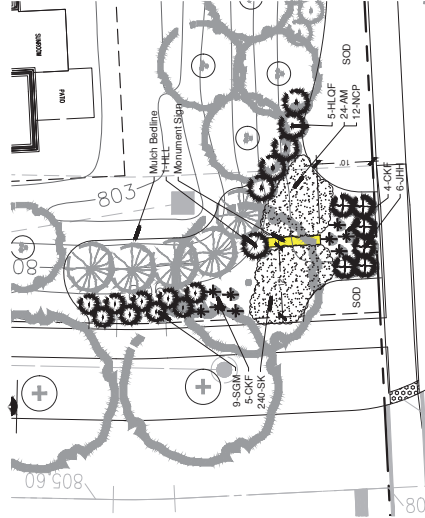
Parking Signage – Lot TBD





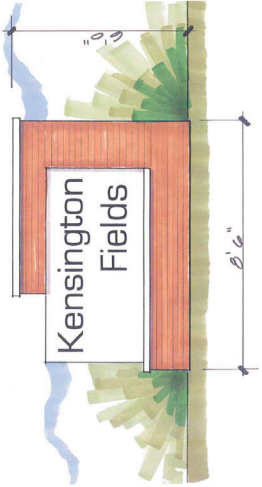
East Entrance Enlargement

scale: 1" = 100'



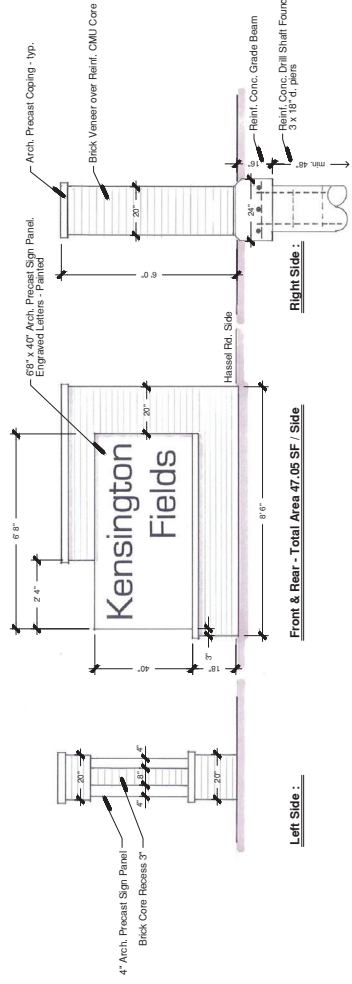
West Entrance Enlargement

scale: 1" = 100'



Illustrative Color Sign Elevation

scale: 1/2" = 10'



Monument Sign Elevations

scale: 1/2" = 10'

- Signs are Color Rendered
- Signs are Color Rendered
- Signs are Color Rendered
- Signs are Color Rendered



PLANNING & ZONING COMMISSION STAFF REPORT

Meeting Date: 10/2/2024

From: James Donahue, Senior Planner

PLN24-0024

Public Hearing

Amendment to the Poplar Creek RPD General Plan of Development, Preliminary and Final Plat of Subdivision, Preliminary and Final Site Plan, Master Sign Plan, and a Variation from the Municipal Code for Kensington Fields Townhomes located at 1950 Hassell Road

REQUEST SUMMARY

PulteGroup is proposing to demolish the CDK office building located at 1950 Hassell Road and develop a 69-unit for-sale townhome community. The property is zoned RPD (Residential Planned Development) and the approved Poplar Creek RPD General Plan allows for 4-story or less office development on the site. The applicant is requesting an amendment to the General Plan to allow for attached single-family residential use on the property. Additionally, the applicant is seeking Preliminary and Final Plat of Subdivision, Preliminary and Final Site Plan, Master Sign Plan, and a Variation from Section 9-3-6-K-1 of the Municipal Code to allow garages to be 375 square feet instead of the minimum 440 square feet.

Location:	1950 Hassell Road
Property Owner:	CDK Global LLC
Applicant:	PulteGroup
Property Size:	13.4 Acres
Zoning / Land Use:	RPD / Office
Surrounding Properties:	N: Golf Coures S: Barrington Square Townhomes E: Village Hall/Golf Course W: Barrington Square Apartments

BACKGROUND / ANALYSIS

The existing CDK building was originally constructed in 1986. The two-story 157,000 square foot office building was originally built as a speculative office and has been home most recently to ADP (Automatic Data Processing), which spun off its Dealer Services division to form the independent company CDK Global in 2014. CDK has recently relocated within Hoffman Estates to a smaller office setting and are selling the property. Pulte has the property under contract and is proposing redevelopment of the site into a for-sale townhome development with 69 units.

The plan consists of 16 three, four and five-unit buildings. Each unit includes 3 bedrooms and will range in size from 1,883 to 2,508 square feet. Optional upgrades include a 1st floor sunroom adjacent to the kitchen and living room, as well as a 3rd

floor loft and roof terrace, also known as a 'habitable attic'. Each unit will have a 2-car garage and space to park an additional 2 cars in each driveway. The 24' wide, front-load garage townhome product will have a base price starting in the low \$400's and a target average sales price in the high \$400's with optional features selected by buyers.

The proposed single-family attached townhomes are compatible with the existing development surrounding the site. With residential properties of the same scale to the south and west of the property, the proposed development will blend in well with the context. The development offers a new construction single-family attached housing alternative in an area where the single-family detached and attached product stock is 30-50+ years old.

RPD PLAN AMENDMENT/LAND USE

To allow the construction of the townhomes on the site, the Poplar Creek RPD General Plan of Development designation must be amended from 4-Story or less Office Use to Single-Family Attached Residential Use. The proposed land use change would be compatible with the adjacent multi-family and single-family properties to the west and south.

PRELIMINARY AND FINAL SITE PLAN

Access and Parking: The existing curb cuts along Hassell Road will be utilized for the development and modified to meet current code requirements. Proposed streets throughout the development will be public and sidewalks will be provided throughout the development as per code.

The office building generated approximately 1,798 daily auto trips, while the proposed residences are projected to generate approximately 476 daily trips. The net result is that the traffic generation of the proposed residential development will generate over 1,300 fewer auto trips per day than the office use did. The plan includes 276 off-street parking spaces, or 4 per unit, including 2 in each garage and 2 in each driveway. The plan also includes an additional 41 on-street parking spaces for guests. This is a total of 317 parking spaces. Additionally, on-street parking is available on Hassell Road.

Engineering: Existing utilities near the site will be utilized for the development. Water and sewer connections made on Hassell Road will be extended through the site. The existing detention located on Outlot A will remain. Two smaller detention areas, Outlot F and Outlot H, are being installed to meet Village and MWRD requirements.

The applicant is seeking a waiver from Section 10-3-2-C-2-b to allow a centerline radius reduction from 95' to 90'. Given the design speed of the road (20 MPH) and the low volumes, planning and engineering staff are supportive of this request.

The Engineering Division has reviewed the proposed engineering, grading, utility, and erosion control plans and found that the plans are acceptable.

Landscaping: The proposed landscape plan incorporates a large number of trees, shrubs and perennials into the site design. All landscaping would be maintained by the HOA. Some existing trees along the east side and the tree line on the north are being

preserved as part of the development. Additional landscape is being added throughout the site.

The applicant is seeking a waiver from Section 10-4-4-F-2 to eliminate the required shade tree in the front of each home due to the limited space between drives. Additional landscape is being provided throughout the site to offset this request, and staff are supportive of this request.

Building Design: The proposed townhomes feature high-quality architectural design that will fit in well within the context of the neighboring apartments and townhomes. The building materials are designed for a low-maintenance lifestyle and include reinforced concrete slabs / foundations, wood and steel structural framing, vinyl siding and windows, as well as asphalt shingles.

The residential townhomes will have 3 bedrooms and will range in size from 1,883 to 2,508 SF. Each unit will have a 2-car garage and space to park an additional 2 cars in each driveway. The overall height of the townhomes will be 35.16' as measured from the ground surface to the peak of the roof.

The garage fronts will feature brick faces with vinyl siding above and on the sides. As part of the design review, the applicant has committed to incorporating a masonry wainscot wrap on the side elevations of the end units facing Hassell Road. A condition has been added to reflect this commitment.

School and Park Donations: The proposed development is subject to school and park donation requirements as per Section 10-9-2 of the Municipal Code. Based on the size of the development, the petitioner will be paying cash-in-lieu of land for both the school and park donation requirement. The cash donation amounts are noted in the conditions of approval.

VARIATION

The applicant is requesting a Variation from Section 9-3-6-K-1 to allow a minimum garage size of 375 square feet versus the required 440 square feet. The garage is equipped with a standard 16' wide double garage door and is designed to provide protected parking for two vehicles. The petitioner has stated that the Homeowners Association will provide for all exterior lawn mowing maintenance and driveway snow removal in the winter, thus the variation will not adversely impact future homeowners. The petitioner has answered the standards for a variation in their submittal.

MASTER SIGN PLAN

The applicant is proposing a unified marketing theme throughout the site that represents the proposed Kensington Fields development. In addition to the proposed marketing signs, two permanent subdivision signs are proposed (one at each entrance). Each sign will be double-sided and made of brick veneer over a reinforced CMU core. Each face would be 47.05 square feet with a total height of 6'. The signs would not be illuminated.

The Master Sign Plan as attached provides for the following sign allowances:

<u>Signage Type</u>	<u>Proposed</u>
Subdivision Monument	Two entry monument signs – 6’ in height, 47.05 sq. ft. per face
Temporary Marketing Signs	2 signs - 10’ in height, 80 square feet
Tempoaru Burma Shave Signs	5 signs – 5’ in height, 9 square feet (each sign)
Temporary Onsite Model and Parking Signage	As noted in the Master Sign Plan

PRELIMINARY & FINAL PLAT OF SUBDIVISION: The Preliminary & Final Plat of Subdivision proposes to resubdivide the existing lot into 16 blocks with 3–5 units per block. Each unit within a block would contain a townhome.

Common areas controlled by the HOA are proposed for all areas outside the buildings. These common areas are identified as Outlots B, C, D, E, and G. Outlots A, F & H are detention ponds, and Outlot I is being created and will be deeded to the golf course as part of an agreement to realign the cart path off the subject property. All Outlots (except Outlot I) would be owned and maintained by the HOA. A dormant SSA will be required to ensure future maintenance of the HOA controlled areas should the HOA not perform as noted as a condition of approval. A blanket utility easement for public utilities is being granted over all Outlots A-H

The Final Plat of Subdivision meets all Municipal Code requirements per Seciton 10-6-3-A and has been reviewed and approved by Corporation Counsel.

MOTIONS

The Planning & Zoning Commission shall make the following motions (a total of 4 motions are required):

1. Adopt the Findings of Fact for Site Plan, Master Sign Plan and Variation as outlined in Findings & Recommendations Summary (as may be amended by the Commission).
2. Recommend to the Village Board approval of an Amendment to the Poplar Creek RPD General Plan of Development to allow for attached single-family residential use.
3. Recommend to the Village Board approval of Preliminary and Final Plat of Subdivision, subject to the Final Plat of Subdivision for Kensington Fields as attached hereto.
4. Recommend to the Village Board approval of Preliminary and Final Site Plan, Master Sign Plan, and a Variation from Section 9-3-6-K-1 of the Municipal Code to allow all garages to be 375 square feet instead of the required 440 square feet. subject to the following conditions:

- a. The building permit shall be obtained within twelve (12) months of the Village Board action on this request.
- b. Masonry wainscot wrap on the end until elevations facing Hassell Road are required as outlined in the Elevations date June 28, 2024.
- c. A waiver from Section 10-3-2-C-2-b is granted to allow a road centerline radius reduction from 95' to 90'.
- d. A waiver from Section 10-4-4-F-2 is granted to eliminate the required shade tree in the front of each home due to the limited space between drives.
- e. A dormant Special Service Area (SSA) must be established prior to the issuance of the first building permit for the townhomes (excluding demolition and site development permits).
- f. The applicant shall submit master sets of townhome plans for review and approval by the Village staff prior to the submittal of any individual building permits.
- g. At the time of subdivision acceptance, the subdivision improvements shall be accepted as a single unit. Acceptance shall be done in accordance with the Municipal Code.
- h. The HOA Declarations shall be recorded prior to the issuance of the first building permit for the townhomes (excluding demolition and site development permits).
- i. The model parking area as noted on sheet L.101 is subject to engineering review as part of the site plan permit and may be modified based on grading, access location or other engineering concerns.
- j. A performance guarantee based on an Engineers' Estimate of Cost shall be submitted to the Village prior to issuance of the site development permit.
- k. A permit from the Metropolitan Water Reclamation District (MWRD) shall be provided prior to site construction commencing.
- l. Cash contribution in lieu of school and park land donation must be submitted prior to the issuance of any building permit for the development as provided for in 10-9-2 G. of the Municipal Code, at a rate of \$165,000 per acre of required land dedication (Elementary School District 54 - \$64,358, High School District 211 - \$14,778, Hoffman Estates Park District - \$149,781).
- m. A Statement of Awareness, provided by the Village, shall be recorded for each townhome unit. The statement shall be required to be signed by all prospective purchasers prior to the closing. Copies of the signed Statement of Awareness must be provided to the Village prior to the issuance of a building permit. If no purchaser has been identified at the time of the building permit issuance, then the developer shall provide a copy when a contract is signed. In addition to the signed letter, a board with the Statement of Awareness enlarged to a size not less than 24x36 inches shall be posted in the sales office, and additional copies shall be available to be taken away by the customer with the other materials provided at the sales office. The posted notice and additional copies shall be located in a conspicuous area that is accessible to the public.
- n. Fire Department and emergency access to the property shall be maintained at all times. Petitioner shall make any adjustments on the site as needed for access as per direction by the Village.
- o. In accordance with Municipal Code, construction hours shall be limited to 7 a.m. to 7 p.m. Monday through Friday, and 8 a.m. to 6 p.m. Saturday and Sunday.
- p. The following documents and plans, all on file with the Village, are hereby approved and constitute the final site plan approval for the project:

1. Final Civil Engineering Plans updated through 6/21/24
2. Final Plat of Subdivision for Kensington Fields updated through 9/11/24
3. Final Landscape Plans updated through 6/28/24
4. Elevations updated through 6/28/24.
5. Community Impact Statement and attachments dated May 2024
6. Traffic Study dated May 23, 2024
7. Final Stormwater Report dated May 24, 2024
8. Declarations for the Kensington Fields Townhomes
9. Statement of Awareness for Kensington Fields Townhomes
10. Application and Addendum as submitted by the applicant

ATTACHMENTS

1. Draft Findings and Recommendations Summary - Kensington Fields
2. Location Map - 1950 Hassell Road
3. Final Plat of Subdivision - Kensington Fields
4. Final Civil Engineering Plans - Kensington Fields
5. Landscape Plan - Kensington Fields
6. Elevations - Kensington Fields
7. Community Impact Statement - Kensington Fields
8. Application and Addendums - Kensington Fields

I. Owner of Record

Mike Morsch		CDK Global	
Name		Company	
2895 Greenspoint Parkway		Hoffman Estates	
Street Address		City	
Illinois	60169	(847) 252-0730	mike.morsch@cdk.com
State	Zip Code	Telephone Number	Email

II. Applicant (if not the owner)

Matt Brolley, PE		PulteGroup	
Name		Firm/Company	
1900 E. Golf Road, Suite 300		Schaumburg	
Street Address		City	
Illinois	60173	(630) 777-2973	matt.brolley@pultegroup.com
State	Zip Code	Telephone Number	Email

Applicant's relationship to property: Contract Purchaser

III. Authorized Agent on Behalf of the Owner of Applicant or (Contact Person/Project Manager)

Todd Meyer		PulteGroup	
Name		Firm/Company	
1900 E. Golf Road, Suite 300		Schaumburg	
Street Address		City	
Illinois	60173	(847) 230-5254	todd.meyer@pultegroup.com
State	Zip Code	Telephone Number	Email

IV. Owner Consent for Authorized Representative

It is required that the **property owner or designated representative** be at all requests before the Planning and Zoning Commission (PZC). During the course of the meeting, questions may arise regarding the overall site, site improvements, special conditions to be included in a PZC recommendation, etc. The representative present must have knowledge of the property and have the authority to make commitments to comply with any and all conditions included in the PZC recommendations. Failure to have the owner or designated representative present at the meeting can lead to substantial delays in the hearing process. **If the owner cannot be present at the meeting, the following statement must be signed by the owner:**

I understand the requirement for the owner or an authorized representative to be present at the meeting with full authority to commit to requests, conditions and make decisions on behalf of the owner. I hereby authorize the following person(s)/firm(s) to act on my behalf and advise that he/she has full authority to act as my/our representative.

Mike Morsch	Matt Brolley, PE
Name/Firm	Name/Firm
CDK Global	Pulte Group
Name/Firm	Name/Firm


Owner Signature

Mike Morsch
Print Name

IV. Acknowledgement(s)

- Owner, applicant and authorized representatives may include other team members (consultants, brokers, tenants, etc.) that may be called upon to present at public meetings before the Planning and Zoning Commission and Village Board.
- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable or otherwise.
- Planning and Zoning Commission members and Village Staff often conduct inspections of subject site(s) as part of the pre-hearing review of requests. These individuals will be carrying official Village identification cards that can be shown upon request.

The Owner and Applicant, by signing this Application, certify to the correctness of the application and all submittals.

Owner's Signature:  _____

Owner's Name (Please Print): Mike Morsch

Applicant's Signature: _____
(If other than Owner)

Applicant's Name (Please Print): _____

Date: _____

IV. Application and Document Submittals

All required application materials should be submitted to the Planning & Transportation Division in electronic format via email to planning@hoffmanestates.org. Staff will notify the applicant if full size plan submittals are also required for a particular project review. Submittal requirements can be found in Subdivision Code, Section 10-6 of the Village's Municipal Code.

All applications fees must be paid before the Planning and Zoning Commission can hear any case.

Please contact the Planning & Transportation Division with any questions:

Email: planning@hoffmanestates.org
Address: 1900 Hassell Road
Hoffman Estates, IL 60169
Phone: (847) 781-2660

Site Plan Addendum: Applicant Responses

I. DESCRIPTION OF PROJECT

A. Attach a narrative of the proposed project on a separate sheet. Article 10-6 of the Subdivision Code details the application process and required submittal documents. For relevant items, provide detailed information as part of the project narrative.

Response: The site redevelopment proposal is for the former CDK Global office building located at 1950 Hassell Road. The property is 13.4 acres in size and consists of a multi-story office building, surface parking lot, and a stormwater detention pond at the north end. CDK Global has vacated the property and intends to sell it to PulteGroup, pending approval of the redevelopment plans from the Village.

Pulte is proposing 69 single-family attached townhomes within 16 buildings, which will be served by public streets and sidewalks. The plans have been designed to meet MWRD for stormwater management, and Village requirements with one exception. The applicant is requesting a reduction in the garage size from 440 SF to 360 SF since this is a standard product that we build and there will not be a need for people to store lawnmowers, snowblowers, yard tools, etc. For more detailed information, please refer to the Community Impact Statement as well as the attached plans and reports.

B. With respect to this project's compatibility with adjacent land uses, address the following in the Project Narrative: Building Scale, Architectural Materials, Coordinated Color Scheme, Existing and Planned Areas of Visual Interest, Design Concept and Relationship of Building Materials to one another.

Response: The proposed development is compatible with the Zoning Code, which is Residential Planned Development, as well as the context of the land uses around the site, many of which are residential. The proposed townhomes are 2 stories with an optional 3rd story habitable attic or loft space, which makes their scale compatible with the surrounding development. The townhomes south of the site and Hassell Road are 2 stories, while the apartments to the West of the property are 3 stories.

The architectural materials have been selected to be both visually appealing as well as low-maintenance for the owners, aiding in the sustainability of the development. This includes masonry on the front elevation, a 12" roof overhang on all 4 sides of the buildings, and architectural roof shingles. Multiple color packages will be offered to provide variety and visual interest throughout the community.



C. Estimated construction schedule:

Response: Following approvals from the Village of Hoffman Estates and MWRD, the applicant anticipates approximately 40 months of demolition and construction on the following approximate time frames:

February 3, 2025: Commence Demolition

April 1, 2025: Commence Land Development

July 15, 2025: Pavement Complete / Start Model Home Construction

November 2025: Model Homes Complete / Grand Opening w/ First Sign-Ups

December 2025: First Production Home Start / Continued Sales and Home Construction

June 2028: Construction Substantially Complete

F. Will these units be intended for individual ownership or rental or a mix?

Response: The townhomes will be sold on a fee simple ownership basis. Each unit will be contained on a unique parcel of land, subdivided lots that will each have a unique PIN number to

be recorded with the Cook County Tax Assessor. Common areas will be owned and maintained by the Homeowner's Association. No rental properties are proposed.

H. Does the property contain flood plain lands or wetlands? If yes, please address as part of the narrative.

Response: While the majority of the site is outside the 100-year floodplain, it does border the East Branch of Poplar Creek. There is an existing detention pond at the north end of the property, and two new detention ponds will be installed to meet code requirements of the Village and MWRD. Portions of these ponds do occur within the 100-year floodplain, however, all of the proposed homes will be located outside the 100-year floodplain, and elevated above the flood protection elevation. Refer to the Engineering Plans and Stormwater Management Report for more information.



III. TRAFFIC / PARKING

C. Will this project involve construction of new rights-of-way or alteration or connection to existing rights-of-way? If yes, please address as part of the narrative.

Response: The existing ROW of Hassell Road will remain unchanged. Public ROW is proposed withing the new townhome community for new streets. The access point at the East end of the property will remain unchanged and will be utilized to extend Kensington Lane into the site. The access point at the West end of the site will be adjusted slightly in order to accommodate the depth of the residential units, associated lots and open space around them needed between the new street and the West property line. The applicant is requesting a reduction of the street ROW from 66' to 60', and a reduction in the horizontal curves at the north end from 95' to 90' radii in order to accommodate the layout.

D. As part of the narrative or in a separate report provide estimated trip generation and other traffic related information as required by Section 10-6 of the Subdivision Code.

Response: The proposed townhome development is anticipated to generate approximately 476 average daily trips (ADT) of vehicles entering and departing the community. By comparison, when CDK Global occupied the office building, the ADT was approximately 1,798. This results in over 1,300 fewer ADT or 88% less traffic for the townhome development. Refer to the Traffic Impact Study for more information.



IV. RECYCLING & GREEN INITIATIVES

A. Article 9 of The Municipal Code of the Village of Hoffman Estates requires that businesses maintain an effective recycling program. Address any unique recycling plans as part of the project narrative.

Response: The homeowners will pay for trash hauling and recycling service the same as existing residents of Hoffman Estates.

B. The Village supports and promotes sustainability. Please address any planned green or sustainability initiatives as part of the narrative.

Response: The proposed townhomes have been designed with several sustainability and high-efficiency elements in mind. This includes the following items:

- **Smart Home Technology / Smart Thermostats**
- **HVAC Energy Recovery Ventilation**
- **Energy Efficient (2021 IECC Compliant)**
- **EV Car Charger Ready hookups**
- **Electric water heaters**
- **Low-flow plumbing fixtures**
- **Low-maintenance vinyl siding**

V. GENERAL CONSIDERATIONS

D. In the project narrative, please list and explain anything involved in this project that is not covered in this application that should be brought to the Village's attention. Also address any unusual circumstances or needs related to this project.

Response: The Village of Hoffman Estates is a highly desirable community with excellent schools, and a wide variety of shopping, employment and recreational opportunities. The Kensington Fields townhome development will replace a vacant suburban office with limited rental potential with much-needed housing. In addition to being attractive and high-quality construction, the new townhomes will provide a more affordable option for single-family home buyers over comparable detached products.

STANDARDS OF A MASTER SIGN PLAN

Zoning Code Section 9-3-9-M-13 requires that the Planning and Zoning Commission shall, in making its determination, find that adequate evidence is provided to meet the Standards of a Master Sign Plan. All standards must be answered in full.

1. The Master Sign Plan shall result in architecture and graphics of a scale appropriate for the subject development and the surrounding area. Please provide an explanation.

The proposed monument signs are moderate in size and scale, and placed near each entrance, consistent with other residential communities along Hassell Road.

2. The Master Sign Plan shall provide signage consistent with the site plan and architecture of the project. Please provide an explanation.

Both signs will be constructed using a brick similar to that used in the Townhomes, and located within the front yard landscape buffer area.

3. The Master Sign Plan will avoid visual clutter. Please provide an explanation.

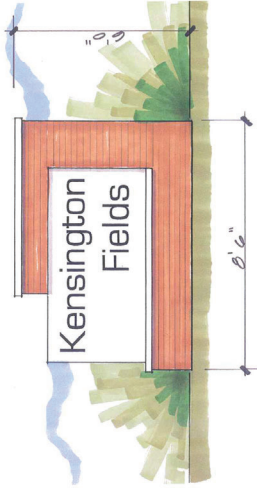
Signs are double-sided and located on the inside of each entrance drive for maximum visibility from Hassell Road. The signs will not be illuminated.

4. The Master Sign Plan shall allow visitors, employees, and consumers to readily identify the business entrances, while addressing the community's need for attractive, unobstructed architecture and commercial graphics. Please provide an explanation.

The signs have a unique shape that will visually establish an identity for the Neighborhood. The sign font graphic plays homage to the former building's contemporary styling & design.

5. The Master Sign Plan shall result in a unified theme of signage for this project. Please provide an explanation.

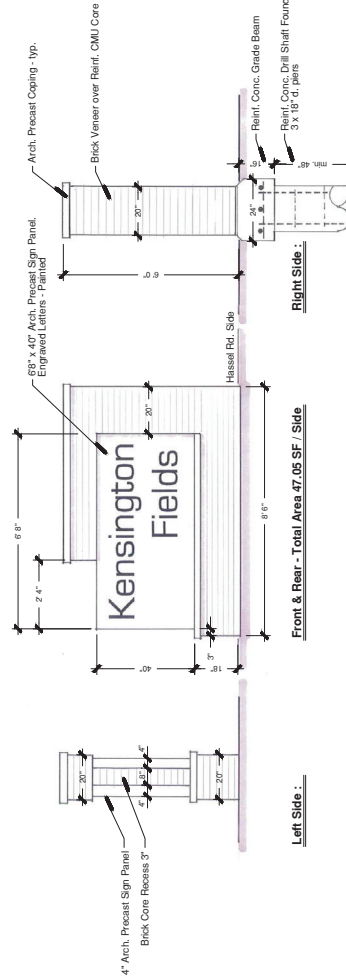
The signs proposed at each entrance are identical, and have similar setbacks. Both signs are set in projecting landscape beds with a turf border.



Illustrative Color Sign Elevation

scale: 1/2" = 10"

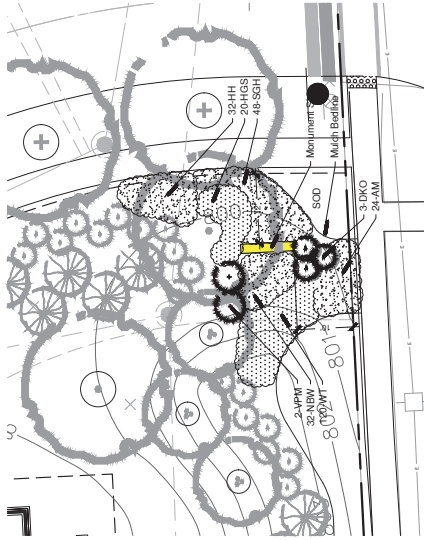
A



Monument Sign Elevations

scale: 1/2" = 10"

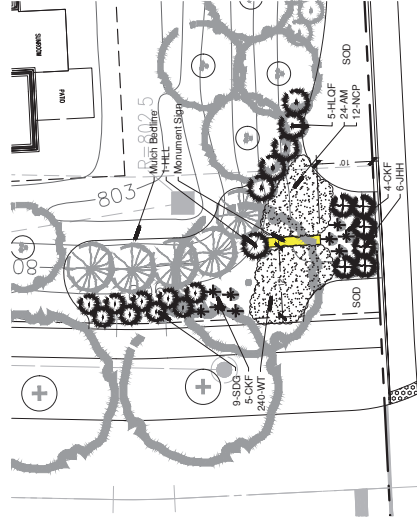
B



East Entrance Enlargement

scale: 1" = 100"

E



West Entrance Enlargement

scale: 1" = 100"

W

STANDARDS OF VARIATION

Zoning Code Section 9-1-15-C-2 of the Municipal Code requires that the Planning and Zoning Commission shall, 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 presented. All standards must be answered in full. A separate piece of paper may be used if more room is required.

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.

The signs proposed at each entrance are identical, and have similar setbacks. Both signs are set in projecting landscape beds with a turf border.

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.

In addition to the standard townhome configuration, the rear of this property is encumbered with a mapped Floodway and Floodplain along with Waters of the U.S. (Army Corps Jurisdiction) and existing detention (MWRD).

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 purpose of the Variation is not based a desire to increase the property value. Pulte prides itself on "Consumer Inspired" designs that are tailored to meet the needs of each specifically targeted consumer group. The Pulte standard garage configuration provide adequate garage space while maximizing the livable space within the townhome itself.

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

The difficulty/hardship was not created by any person presently having interest in the property. Pulte inherited this situation via the Village Zoning ordinance when we became the contract purchaser.

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.

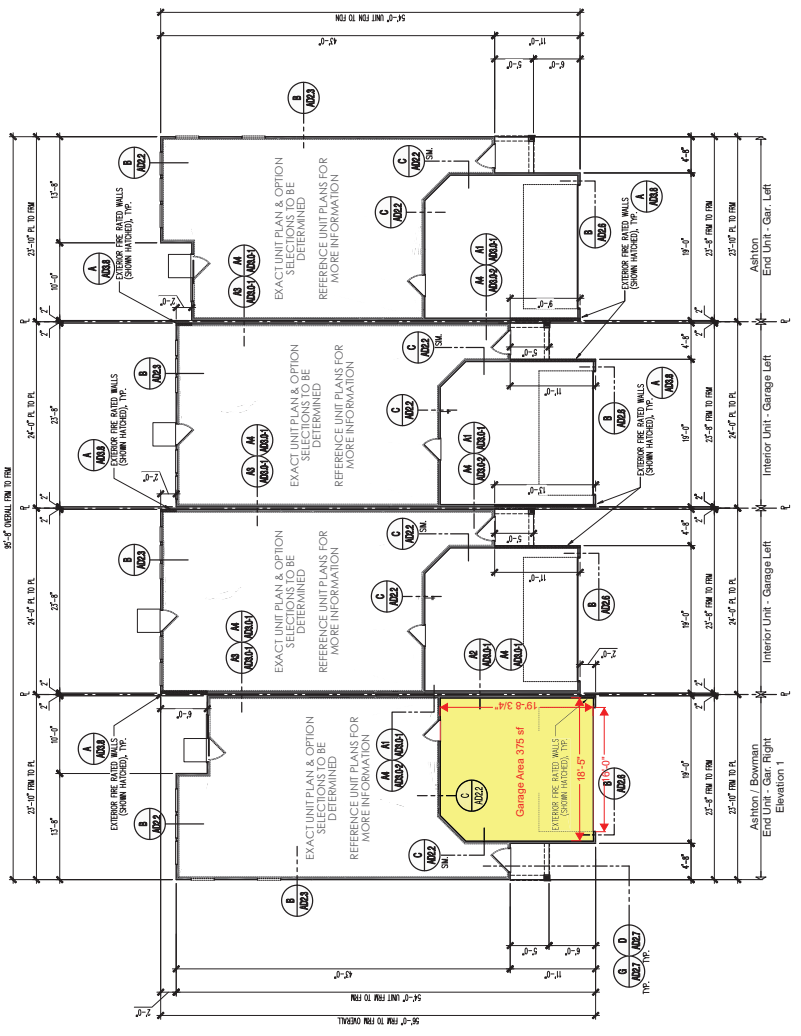
Since this deviation from the ordinance impacts only the interior of the townhome unit, the variation will not be detrimental to the public welfare or injurious to other property.

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.

Since this deviation from the ordinance impacts only the interior of the townhome unit, the variation will not impair on 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.

REVISION	DATE	DESCRIPTION
1	11-24-2022	ISSUED FOR PERMIT
2	11-24-2022	ISSUED FOR PERMIT
3	11-24-2022	ISSUED FOR PERMIT
4	11-24-2022	ISSUED FOR PERMIT
5	11-24-2022	ISSUED FOR PERMIT
6	11-24-2022	ISSUED FOR PERMIT
7	11-24-2022	ISSUED FOR PERMIT
8	11-24-2022	ISSUED FOR PERMIT
9	11-24-2022	ISSUED FOR PERMIT
10	11-24-2022	ISSUED FOR PERMIT

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS



FIRST FLOOR PLAN - FOUR (4) UNIT BUILDING

NOTE: REFERENCE TO PLANS & LATEST PLOT PLAN FOR EACH UNIT PLAN. REFERENCE TO ARCHITECTURAL PLANS FOR MORE INFORMATION. REFERENCE TO STRUCTURAL PLANS FOR ADDITIONAL INFORMATION. INCLUDING FLOORING, CEILING, CONCRETE, FINISHES & NOTES.



Community Impact Statement for the
Kensington Fields townhome development
Village of Hoffman Estates, Illinois

May 2024



Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois
60169

Mr. Jim Donahue
Senior Planner
T: 847.781.2666.
E: james.donahue@vohe.org

www.hoffmanestates.org

May 24, 2024

Dear Mr. Donahue,

Pulte Homes is pleased to submit this Community Impact Statement for our proposed '*Kensington Fields*' townhome community to the Village of Hoffman Estates for your consideration. Along with our development review application, we believe that the Village will find that our proposal fits appropriately with the neighborhood context and will provide housing choice in the community.

Kensington Fields is comprised of 69 single-family attached townhome units within 3, 4, and 5-unit buildings. The townhomes are 3-bedroom units with 2-car garages that are front-loaded from the street, along with an optional sunroom and habitable attic space. Pulte has built and sold these homes successfully in several other communities in the greater Chicago metropolitan area.

We believe the keys to success for the Kensington Fields development in Hoffman Estates will be driven by the following:

- ***Exhibited Market Demand for this Housing Type***
- ***Healthy Feeder Market Activity in Target Price Range***
- ***Excellent Depth of the Potential Buyer Pool***
- ***High Quality School District Perception and Premium***
- ***Great Proximity to Transportation, Employment & Entertainment***

This Community Impact Statement provides responses and information relative to the requirements identified in the Hoffman Estates Code of Ordinances, Chapter 10, Article 6, Section 10-6-2. We have restated the requirements of Section 10-6-2, with our responses listed to each one below.

We look forward to our dialogue with you and other Village representatives, and we are excited to see this development take shape. If you have questions about our responses, need any additional information, or wish to discuss next steps, please don't hesitate to reach out and contact me.

Best regards,

Pulte Homes

Todd Meyer, AICP, PLA
Land Planning & Entitlements

T: (847) 230-5254 direct
E: todd.meyer@pultegroup.com

More Life Built In



Contents

1. Pulte / Team Overview	x
2. Project Information	x
3. Project Description	x
4. Construction Phasing	x
5. Environmental Impact	x
6. Fiscal Impact Analysis	x
7. Market Analysis	x
8. Air Quality	x
9. Archaeological / Historical	x
10. Public Service Impacts	x

1. Pulte Group Overview

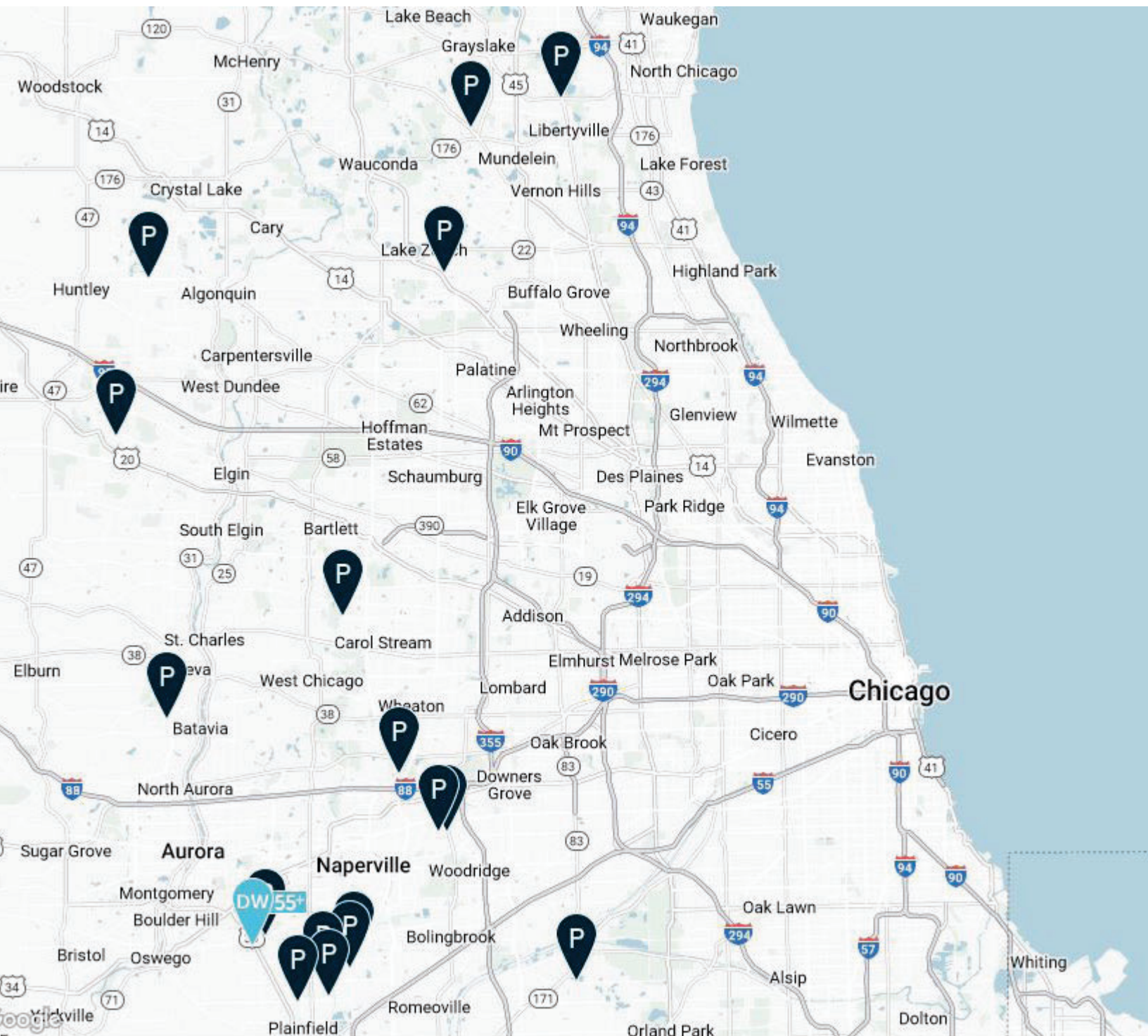
Since our founding in 1950, PulteGroup has delivered almost 750,000 homes throughout the United States. What began as a single home built by the hands and entrepreneurial spirit of our founder Bill Pulte, is today the nation's third largest homebuilder with operations in over 40 major cities. Marketing under some of the industry's best known brands: Pulte, Centex, Del Webb, DiVosta, American West, and John Wieland Homes and Neighborhoods, we can meet the needs of first-time, move-up and active-adult home buyers. Key metrics include:

- ***Publicly Traded Homebuilding Company (PHM)***
- ***Third Largest Builder in the U.S. and in the Greater Chicago Area***
- ***Have been building homes in Chicagoland since the mid 1960's***
- ***Top Selling Communities in Chicagoland 2017-2023***
- ***Acquired Del Webb in 2001 and have built 5 Del Webb communities in greater Chicago***
- ***Sold 737 homes in 2023 with an average sales price of \$614,000***

Pulte takes pride in building high-quality homes and communities, and we view the municipalities in which we build as partners. We are looking forward to a positive relationship with the Village of Hoffman Estates. The following represent what we refer to as "The Pulte Homes Advantage":

- ***Modern/Innovative Floor Plans***
- ***Personalization Options Available***
- ***Smart Home Technology***
- ***Energy Efficient (2021 IECC Compliant)***
- ***EV Car Charger Ready (hookups in garages)***
- ***10 Year Structural Warranty***

*Pulte is currently building & selling
homes in 20 different communities
throughout suburban Chicago*



The Illinois Division of Pulte Homes works closely with some of the best land development consultants in the Chicago region. This core team has worked with Pulte to plan, design, engineer and implement a wide range of projects throughout the suburban area. The following firms prepared the preliminary / final documents to redevelop the former CDK Global office building site for consideration of the Village of Hoffman Estates:



Cemcon, Ltd.

Consulting Engineers, Land Surveyors and Land Planners

2280 White Oak Circle, Suite 100

Aurora, Illinois 60502-9675

www.cemcon.com

Primary Contact: **Chris Morgart**, PE, LEED AP

Vice President

(630) 862-2100

chrism@cemcon.com



V3 Companies

Wetland Consultant, Lighting Design

7325 Janes Avenue

Woodridge, Illinois 60517

www.v3co.com

Primary Contact: **Scott Brejcha**, PWS

Wetland Consulting Group Leader

(630) 675-8584

sbrejcha@v3co.com



Kenig, Lindgren, O'Hara, Aboona, Inc.

Traffic Engineering, Transportation Planning

9575 West Higgins Road, Suite 400

Rosemont, Illinois 60018

www.kloainc.com

Primary Contact: **Luay Aboona, PE, PTOE**

Principal

(847) 518-9990

laboona@kloainc.com



Signature Design Group

Landscape Architecture, Site Design

132 North Washington Street

Naperville, Illinois 60540

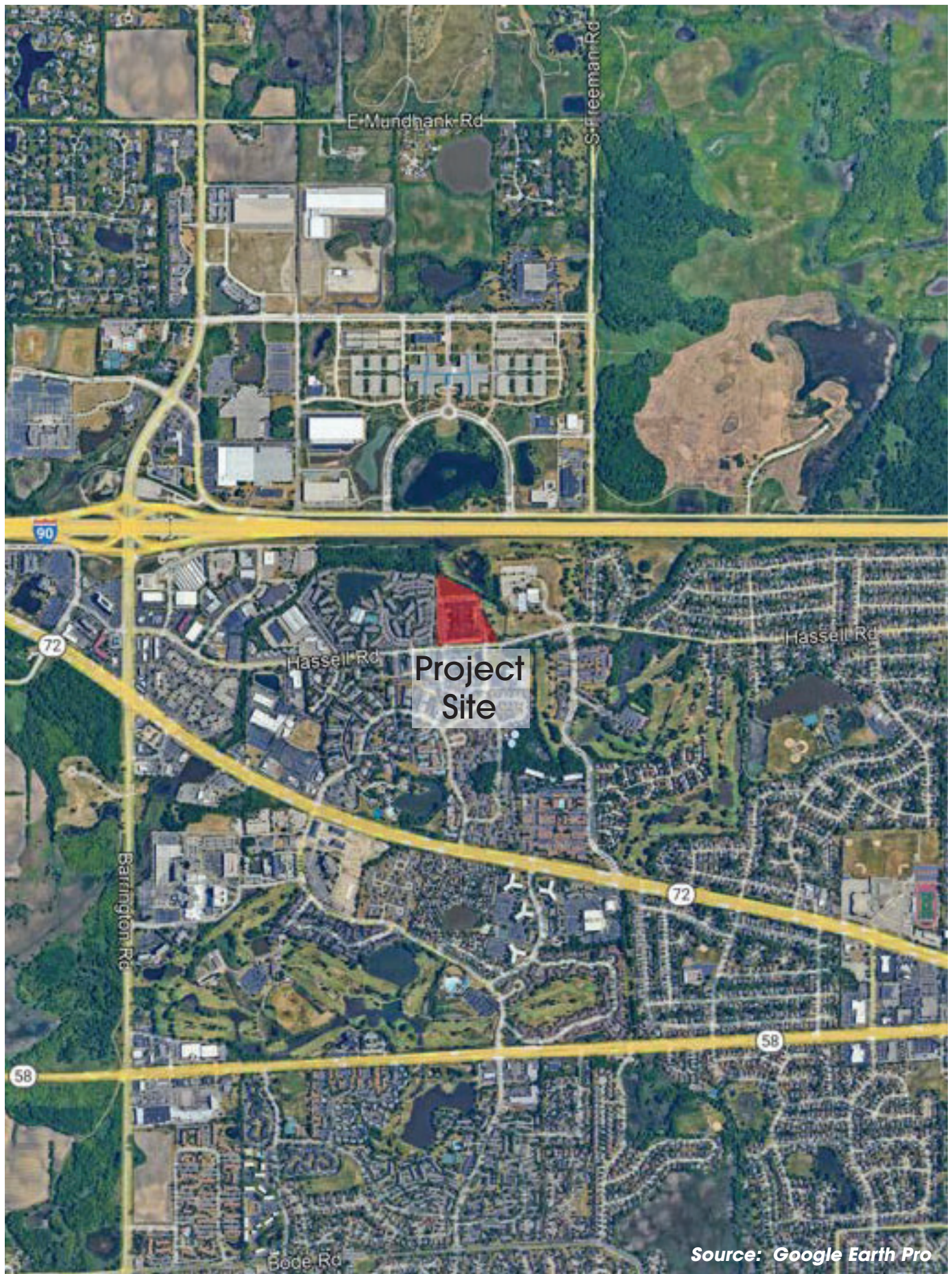
sgntrgroup.com

Primary Contact: **Greg Sagen, ASLA**

President

(630) 305-3980

greg@sgntrgroup.com



Source: Google Earth Pro

Exhibit #2 - Location Map



When we propose a new community, we're interested in more than building and selling homes - we're building a relationship with the residents and the municipality that we want to last. And, we work just as hard at that.

2. Project Information

a. Boundary Survey. A boundary survey or survey of record prepared at a scale of not less than one inch equals 100 feet. The survey shall include the following material:

Response: See Exhibit #1, Site Boundary and Topographic Survey.

i. Name of the person and firm responsible for preparation of the survey:

Response: Jeff Pankow, Professional Land Surveyor #3483, Cemcon, Ltd. 2280 White Oak Circle, Suite 100, Aurora, Illinois 60502. (630) 862-2100.

ii. Location, width and name of abutting or adjoining rights-of-way:

Response: The southern property line of the site abuts Hassell Road, which has a 100' wide ROW.

iii. Legal description of the parcel in a format appropriate for legal advertisement (including the total acreage of the parcel):

Response: THAT PART OF FRACTIONAL SECTION 5 AND THAT PART OF FRACTIONAL SECTION 6 BOTH IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 5, 6, 7 AND 8 IN THE TOWNSHIP AND RANGE AFORESAID; THENCE SOUTH 89 DEGREES 34 MINUTES 07 SECONDS $\backslash$ 1EST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 6, A DISTANCE OF 120.12 FEET; THENCE NORTH 06 DEGREES 07 MINUTES 29 SECONDS EAST, PARALLEL 111TH THE EAST LINE OF SAID FRACTIONAL SECTION 6, A DISTANCE OF 83.546 FEET TO A POINT IN THE NORTH LINE OF HASSELL ROAD AS DEDICATED PER DOCUMENT NUMBER 21 115379, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING NORTH 06 DEGREES 07 MINUTES 29 SECONDS EAST, PARALLEL 111TH THE EAST LINE OF SAID FRACTIONAL SECTION 6, A DISTANCE OF 975.808 FEET; THENCE SOUTH 72 DEGREES 23 MINUTES 59 SECONDS EAST. 158.45 FEET; THENCE SOUTH 55 DEGREES 22 MINUTES 33 SECONDS EAST, 510.39 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 130. FEET; THENCE SOUTH 23 DEGREES 02 MINUTES 39 SECONDS EAST, 565.91 FEET TO A POINT IN THE AFOREMENTIONED NORTH LINE OF HASSELL ROAD; THENCE $\backslash$ 1ESTIERLY ALONG THE SAID NORTH LINE OF HASSELL ROAD, BEING THE ARC OF A CIRCLE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 1382.69 FEET (THE CHORD OF WHICH BEARS SOUTH 88 DEGREES 35 MINUTES 09 SECONDS WEST AND MEASURES 175.252 FEET) AN ARC DISTANCE OF 175.369 FEET; THENCE NORTH 87 DEGREES 46 MINUTES 51 SECONDS $\backslash$ 1EST, TANGENT TO THE LAST DESCRIBED CURVED LINE, AND STILL ALONG THE NORTH LINE OF SAID HASSELL ROAD, 609.423 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 89 DEGREES 34 MINUTES 07 SECONDS $\backslash$ 1EST, 112.501 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Project Information, continued

b. Location Map. A location map prepared to scale with the subject property clearly marked:

Response: See Exhibit #2 - Project Location Map above.

c. Permanent Index Number (PIN). A listing of all the PINs for the subject property:

Response: 07-05-300-003-0000

d. Owner of Record. Name and address of the owner of record.

Response: **CDK Global, LLC**
 2895 Greenspoint Parkway, Suite 500
 Hoffman Estates, Illinois 60169

Contact: **Mark O'Leary**
 Director of Real Estate, NA
 (973) 830-0760

e. Out Parcel Reference. Notation of surveys and other documents pertaining to parcels which are not part of the project, or parcels identified for future subdivision:

Response: Not Applicable.

f. Land Use. Description of the existing land use:

Response: The existing site conditions include a 1-3 office building that was constructed in the mid 1980's and until recently was occupied by CDK Global. The building is now vacant and is surrounded by surface parking. The land is higher at the southwest corner and gently slopes east and north toward the north branch of Poplar Creek. A stormwater detention pond exists at the north end of the property. There are some trees on the site, primarily adjacent to the building and at the perimeter of the property. The existing detention pond will be protected in place, while the building and parking lot will be demolished and removed to make way for the development of the townhome neighborhood.



Source: Google Earth Pro

View of existing site and office building looking Southeast - formerly occupied by CDK Global

3. Project Description

The following material shall be submitted to provide an accurate description of the proposed project.

a. Proposed Land Use Plan. Descriptions shall be provided for project sub-areas in mixed use or phased projects. The proposed land use plan shall be prepared to scale; however, detailed sub-area maps at a larger scale than the land use plan may be required. The following material shall be submitted to provide an accurate description of the proposed land use plan.

i. Identification and description of the land use, including the size in acres, type and number of residential units to be constructed, project density, and type and size of non-residential construction.

Response: The property is located at 1950 Hassell Road in Hoffman Estates. The site is 13.4 acres and has two (2) access points from Hassell Road. The proposed development includes 69 single-family attached townhomes. Streets, utilities, stormwater management basins will also be constructed in support of the development.

Following construction of these elements, landscape enhancements will be planted across the site, including naturalized planting of the stormwater management basins. A landscaped berm will be constructed along Hassell Road to provide a buffer to the new homes from the roadway.

The applicant is requesting three (3) deviations from the code including: 1) A reduction of the street ROW from 66' to 60'; 2) A reduction in the horizontal curves at the north end from 95' to 90' radii; and 3) waiving the requirement of a shade tree in the front yard of every unit, which is not feasible due to the front-loaded garages and driveways.

The landscape and common areas of the neighborhood will be maintained by a Homeowner's Association.

Refer to Exhibit #3, Proposed Site Plan, for more information.

TRIP GENERATION COMPARISON

ITE Land-Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Trips		
		In	Out	Total	In	Out	Total	In	Out	Total
710	General Office Building (165,430 s.f.)	227	31	258	43	209	252	899	899	1,798
215	Single Family - Attached (69 Units)	8	22	30	22	15	37	238	238	476
	Difference	+219	+9	+228	+21	+194	+215	+661	+661	+1,322

Project Description, continued

ii. Description of structures, including proposed use, height, total square footage, number of bedrooms (for residential units), construction materials, and other items deemed necessary to accurately describe the proposed structure:

Response: The residential townhomes will have 3 or 4 bedrooms and will range in size from 1,883 to 2,508 SF. Optional upgrades include a 1st floor sunroom adjacent to the kitchen and living room, as well as a 3rd floor loft and roof terrace, also known as a 'habitable attic'. Each unit will have a 2-car garage and space to park an additional 2 cars in each driveway. The overall height of the townhomes will be 35.16' as measured from the ground surface to the peak of the roof. The structures will be wood frame construction enclosed by low-maintenance vinyl windows and siding. The homes will be designed to comply with all Village building codes.

iii. Notation of the presence of cafeteria or other food preparation or processing facilities in order to determine applicability of a sewer and water surcharge:

Response: No cafeteria, food preparation or processing facilities are a part of this proposed development.

iv. The number of trips generated by the use, the number of off-street and on-street parking provided, parking demand expected, handicapped spaces proposed, and loading spaces.

Response: A summary of the analysis of the trip generation for the project is included in Exhibit #4 - Trip Generation Comparison. The existing office building generated approximately 1,798 daily trips, while the proposed residences are projected to generate approximately 476 daily trips. The net result is that the traffic generation of the proposed residential development will generate over 1,300 fewer trips per day than the existing office use.

The development is expected to generate demand for approximately 94 cars / parking spaces per unit including residents and guests according to the ITE Parking Generation Manual. The plan includes 276 off-street parking spaces, or 4 per unit including 2 in each garage and 2 in each driveway. The plan also includes an additional 41 on-street parking spaces for guests. This is a total of 317 parking spaces, more than 3 times the expected demand. No loading zones or spaces are proposed as this is a residential project.



Exhibit #5 - Zoning Map with subject property in red outline

Source: Village of Hoffman Estates

b. Adjacent Land Use. A map shall be submitted indicating the adjacent land uses:

Response: The property is part of the "Residential Planned Development" (RPD) district, which the applicant is seeking to be amended to change the existing land use from commercial office to single-family attached residential. The site is bordered by existing townhomes to the South, apartments to the West, Village Hall and the Hilldale golf course to the East, and open space to the North. Please refer to Exhibit #5, the Village of Hoffman Estates Zoning Map, with the subject property identified.

zoning. Items analyzed shall include, but not be limited to, lighting, noise, mixture of land uses, building design, screening and shadows (cast by structures over 35 feet in height). Where potential incompatibilities may exist, mitigation measures shall be proposed.

i. A statement shall be submitted which reviews the appropriateness of the building design both with the regard to the individual structure, as well as in relationship to the context developed by surrounding buildings and topography. The following aspects of the building design shall be specifically discussed:

c. Adjacent Zoning Classification. A map shall be submitted indicating the adjacent zoning classifications.

Response: The property is adjacent to one (1) other zoning district, which is the A-1 Apartment District, which is located to the South and to the West of the subject parcel. Please refer to Exhibit #5, the Village of Hoffman Estates Zoning Map, with the subject property identified.

a) Building scale relative to planned development in the area and permanent neighboring developments.

Response: The proposed single-family attached townhomes are compatible with the existing development surrounding the site. With residential properties of the same scale to the South and West of the property, the proposed development will blend in well with the context. The open space to the North and East of the site will also provide a good visual and physical amenity for the new residents.

d. Project Compatibility. A statement describing the compatibility of the proposed project with adjacent land uses and/or land uses permitted under existing



Project Description, continued

b) Architectural materials which are durable, suitable for the type of building and design, as well as demonstrating good architectural character and harmony with nearby buildings.

Response: The proposed townhomes are of high-quality architectural design that is attractive and fits well with the context of the neighboring apartments and townhomes. The building materials have been designed with a low-maintenance lifestyle and long-term durability in mind. This includes reinforced concrete slabs / foundations, wood and steel structural framing, vinyl siding and windows as well as asphalt shingles on the rooftops.

c) The appropriate relationship and proportion of building components to one another.

Response: The design of the proposed townhomes follows Pulte's extensive market research and consumer feedback that have helped to shape the floor plans and

elevations. As a result, the building components have good proportions and logical relationships to one another that promotes ease of use and a format that supports modern lifestyles.

d) The use of primary and accent colors with regard to their harmony with other buildings in the area and the limitation of accent colors to secondary uses on the building.

Response: The proposed homes use a single primary color for the siding, which is accented by white trim, molding, soffits, windows, garage doors, etc. The addition of masonry at the base of the front elevations also provides visual interest and breaks up the massing. The dark color of the roof shingles provide further contrast.

e) The avoidance of monotony of design through the use of variation and detail form and setting to provide visual interest.



Response: The proposed buildings have been designed carefully with this in mind. Since the townhomes are attached, the massing and articulation between the units has been addressed using several design strategies. First, the roof planes have been separated vertically and horizontally in order to break up the monolithic effect. Second, the elevations are varied with some having roof dormers, while others have multiple gables that face the street, with different window sizes and configurations.

In addition, the siding runs horizontally in some areas, while in others it is vertical. In a similar way, the masonry on the front of the units varies in height. Finally, the location of the front of the units vary, including recessed front entry doors, so the front elevations are in different locations from each other. All of these elements help to provide strong visual interest, increased depth, and more shadow lines in order to avoid monotony.

- ii. A list of visual considerations shall be submitted by the developer with a site plan which includes an inventory of the existing and planned areas of high

visual interest in the project area. A detailed description shall be presented which reviews how the owner will design and locate buildings, and retain or alter existing grades, drainage and trees in such a way as to maintain, enhance or create views both within and into the site. Where possible, topographic features that contribute to the beauty or utility of a development shall be preserved and integrated into the development design. Landscape treatment shall be provided to enhance architectural features, strengthen vistas and develop important axis.

Response: The existing suburban office will be replaced with attached townhomes that will retain the two (2) site entries, and which have been configured to maximize use of the site as well as views of the internal and external open space areas. Grading on site will include some of the excavation material being placed along the east side of the site to minimize cross-slope across the community. Along Hassell Road, a landscaped berm will be installed to screen views into the residential units and their associated yards. The streets and common areas will be planted with trees and shrubs, while the stormwater ponds will be stabilized using native plants.



4. Construction Phasing

Construction/Phasing Schedule. A statement of the proposed construction/phasing schedule shall be submitted. This statement shall include the following material:

a. Estimated starting date of construction:

Response: Following approvals from the Village of Hoffman Estates and MWRD, the applicant anticipates the following approximate construction start dates:

February 3, 2025: Commence Demolition

April 1, 2025: Commence Land Development

July 15, 2025: Pavement Complete / Start Model Home Construction

November 2025: Model Homes Complete / Grand Opening w/ First Sign-Ups

December 2025: First Production Home Start

b. Total square footage or total residential units to be built by type per year or by phase:

Response: A total of 69 single-family attached townhomes are proposed. The units will range in size from 1,883 to 2,508 SF of floor area, depending on the options selected by the buyers. The applicant anticipates closing on the first home in December 2025 and selling approximately 3 units per month.

c. Estimated completion date of construction:

Response: If sales proceed as planned, the last home closing will occur sometime early 2028. If this schedule holds, substantial construction should be complete by March or April, 2028.

With over 70 years of experience building homes, Pulte's stringent Construction Standards meet or exceed those of the industry. All of our homes are backed by a 10-year limited warranty.



5. Environmental Impact

Environmental Impact Analysis. The following material shall be submitted to provide an accurate description of the environmental impact of the proposed project:

a. Topography, Drainage and Hydrology. The following material shall be submitted describing the topography, drainage system, and site hydrology:

i. Identification of floodplains, including the delineation of the floodway and flood fringe, description of flood hazards, and a description of proposed uses within the floodplain:

Response: While the majority of the site is outside the 100-year floodplain, it does border the East Branch of Poplar Creek. All of the proposed homes will be located outside the 100-year floodplain, and elevated above the flood protection elevation. An existing stormwater detention pond will remain in place at the north end of the property. In addition, two new detention ponds will be installed to meet the code requirements. Portions of these ponds do occur within the 100-year floodplain. Refer

to Exhibit #6 - Stormwater Management Plan, for more information, including the FEMA National Flood Hazard area.

ii. Identification of water courses within or adjacent to the proposed project:

Response: The East Branch of Poplar Creek runs along the Northern property boundary of the site. In addition, there is an existing stormwater detention pond located at the Northern end of the property that discharges into Poplar Creek.

iii. Description and delineation of wetlands:

Response: Since the site is currently used as a suburban office building with a surface parking lot around it, there are no wetlands on site. There are wetlands to the North of the property associated with Poplar Creek. Please refer to Exhibit #7 - Delineated Wetlands per USACE / MWRD criteria.



Existing stormwater detention pond at north end of property & Poplar Creek, looking West

iv. A description of the existing drainage system, including the location and description of all drainage improvements:

Response: The site gently slopes down in elevation from West and South portions of the site to the North and East portions of the site toward Poplar Creek. The stormwater from the surface parking lot and the rooftops of the existing office building will be collected in structures throughout the site and discharged into the detention pond located at the North end of the property. This pond then discharges into Poplar Creek on a restricted basis.

v. Previous applicable drainage and hydrological studies:

Response: Please refer to the stormwater report, which references the previous stormwater permit number.

vi. Description of existing drainage problems and any anticipated future drainage patterns:

Response: There are no drainage problems on the site today. The drainage pattern associated with the proposed development will generally follow the same approach, while updating the facilities to meet current code requirements. This includes expanding the capacity of the existing detention pond with two (2) new ponds, as well as Best Management Practices (BMP's) associated with cleaning the stormwater before it is discharged into Poplar Creek and the natural drainage ways.

vii. Project drainage plan listing all required improvements and easements for both onsite and off-site drainage facilities, including improvements necessary to satisfy detention requirements:

Response: The storm sewer system has been designed to convey the 10-year critical duration storm event via gravity flow for the site development area. One portion of the storm sewer system has been designed to convey the 100-year critical duration storm event for a small area located at the southeast corner of the site to prevent runoff from this area from leaving the site undetained.

Two native-vegetated wetland bottom stormwater management facilities (SWMF) are proposed with the redevelopment to provide the required storage volume for the project. The two SWMF are connected by an equalizer pipe and will have one combined discharge to the existing detention facility to the north. The existing detention facility will remain undisturbed with the proposed development. The required volume control storage will be provided as retention based storage volume below the NWL of the SWMF, and in the associated underdrain pipe.

The storm sewer pipes and SWMF will be placed in the appropriate public easements. Please refer to the engineering plans and associated stormwater report for more detailed information.



Existing stormwater detention pond at north end of property



Existing cart path / pedestrian bridge over Poplar Creek

Environmental Impact, continued

viii. A statement of the impact of the project on community drainage facilities, including a description of methodologies proposed to minimize adverse effects:

Response: The proposed development will have a positive effect on the community drainage facilities. This is in part due to a reduction in the impervious surfaces on site, including the office building rooftops and surface parking lot. Additionally, the applicant has proposed two (2) new stormwater detention ponds (SWMF) as a part of the proposed development that meet current standards as prescribed by the Village of Hoffman Estates and the Metropolitan Water Reclamation District (MWRD). This includes volume control to limit the amount of water discharged into the natural drainage ways and BMP's to help clean the water before it is discharged.

b. Soils. The following material shall be submitted describing soil conditions:

i. Soil map describing the types of soil found at the site:

Response: The opinion of the professional geotechnical investigators is that although there are some variable fill materials on site, there are no potential hazards or adverse conditions were found during the geotechnical investigation. This includes rock formations, groundwater, or expansive soils. Please reference Exhibit #8 - Soil Boring Map and Exhibit #9 - Geotechnical Report for more information.

ii. Identification of building constraints and description of methodology to be used to overcome constraints:

Response: No building constraints have been identified.

iii. Reference to recent soil tests conducted at this site:

Response: Please reference Exhibit #8 - Soil Boring Map and Exhibit #9 - Geotechnical Report.

iv. NAVIX: A summary of the North Cook County Soil and Water Conservation District soils report, with the full report attached:

Response: Please refer to Exhibit #10, the NRI Report, as well as the erosion control plans in the site engineering documents.

c. Water Quality. The following material shall be submitted to assess the project impact on water quality:

i. Identification of methodologies to be utilized to control erosion and sedimentation during construction of the project.

Response: Please reference the Temporary Erosion and Sediment Control (TESC) plans, which meet Village and MWRD standards.

ii. Certification by the project developer that the project will conform to all water quality requirements of the Illinois Environmental Protection Agency:

Response: The proposed development will conform to all water quality requirements as prescribed by the IEPA. Refer to the notes on the engineering plans that refer to the IEPA standards.



Existing Barrington Lakes apartment complex to the West of the property

Environmental Impact, continued

d. Flora and Fauna. The following material shall be submitted to assess the impacts of the project on plants and animals:

i. Endangered Plant and Animal Species. The following material shall be submitted describing endangered species: Species inventory of endangered, threatened, or unique plants, reptiles, amphibians, mammals, birds, waterfowl, and other wildlife located in the project area.

Response: There are no known endangered plant and animal species on the property. The applicant received letters from both the Illinois Historic Preservation Office and the Illinois Department of Natural Resources stating that adverse effects to protected resources nearby is unlikely. Please refer to Exhibits 11 & 12 to view these letters.

ii. Tree Survey. A tree survey of all existing trees over three inches in diameter, as required under the Landscape Section of the Subdivision Code:

Response: Please reference Exhibit #13 - Tree Survey, which indicates existing trees to remain and to be removed.

e. Noise. The following material shall be submitted to assess the noise impacts of the project:

i. Identification of existing major generators of noise which may potentially affect the project, including noise generated by aircraft, vehicular traffic, industrial activities, commercial activities, etc.

Response: There are no significant land uses that generate significant noise nearby the site, with the exception of Interstate 90, which is almost 1/4 mile away, and is buffered by trees, wetlands, golf course and the detention pond. In addition, the proposed development is not anticipated to generate any significant noise as a single-family residential development.

ii. Identification of noise sensitive facilities located in the vicinity of the project, including hospitals, schools, nursing homes, churches, parks, housing for the elderly, etc.



Existing Hilldale Golf Club to the East of the property

Response: Hole #12 of the Hilldale Golf Course runs along the Eastern property boundary of the site. Poplar Park and the John Muir Literacy Academy exist across Hassell Road, at the Southeast corner of Kensington Lane and Hassell Road. All other sensitive facilities are more than 1/2 mile away from the property.

iv. An assessment of the impact of the project on adjacent land uses and conversely the impact of adjacent land uses on the project, including a description of the methodologies to be utilized to alleviate excessive noise levels both during and after construction.

Response: The proposed development is not anticipated to have any adverse effects on the neighboring properties after construction has been completed. During the construction process, the applicant will follow all Village of Hoffman Estates code regulations regarding work hours. Excessive noise generation during construction is not anticipated.

v. Certification by the project developer that the project will conform to all noise control requirements of the Illinois Environmental Protection Agency and the Cook County Environmental Control Department.

Response: The applicant certifies that the project design, engineering and construction will conform to all noise control requirements as identified by the IEPA and by the Cook County Environmental Control Department.

f. Archaeological/Historical Significance.

Material shall be submitted identifying and describing the significant archaeological/historical aspects of the project site.

Response: There are no archaeological or historical elements of the exiting land use, which consists of a suburban office building with a surface parking lot around it and a stormwater detention pond at the north end of the property.

g. Recycling. A recycling plan shall be submitted in accordance with the requirements of Article 10 of the Municipal Code (Subdivision Code).

Response: The applicant expects that the proposed townhomes will be serviced by the existing Village trash and recycling service, and will charge each resident accordingly.

6. Fiscal Impact Analysis

Revenue/Expenditure Impact Analysis. The following material shall be submitted to provide a description of the impact of the project on community revenues and expenditures:

Response: For this portion of the Community Impact Statement, the applicant hired an external consultant, Gruen, Gruen + Associates, to prepare a detailed Fiscal Impact Analysis for the proposed development. Please refer to Exhibit #14, their final report document, which addresses all of the items in this section in detail. Summary responses are provided below for convenience.

a. Financial Description. The following material shall be submitted describing the financial aspects of the proposed project:

i. Statement of the estimated total project value, equalized assessed value, and the multiplier used. Estimated selling price for residential units.

Response: The estimated total project value is approximately \$34,017,000. This assumes an average sales price, including buyer options, of \$493,000 per unit, multiplied by

69 total housing units. The equalized assessed value is estimated at \$9,255,550, which represents 10% of the market value, a 2.9 equalization factor, and a \$10,000 homeowner's exemption per unit.

ii. Current land assessment of the property.

Response: The 2022 property taxes of the existing CDK Global office property were \$794,229. According to the Cook County Assessor, the 2023 Board of Review Certified total assessed value is \$2,674,270 consisting of land value of \$1,168,104 and building value of \$1,506,166.

iii. Identification of all corporate parties financially involved in the project, including the identification of the principal officers and all major stockholders owning over five percent stock.



Response: The applicant is a corporation, with the legal entity as "Pulte Home Company, LLC", a Michigan limited liability company, a wholly-owned subsidiary of Pulte Group. The principal officers include the following individuals:

Ryan R. Marshall, President and Chief Executive Officer

Kevin Henry, Executive Vice President and Chief People Officer

Matt Koart, Executive Vice President and Chief Operating Officer

Robert T. O'Shaughnessy, Executive Vice President and Chief Financial Officer

Todd Sheldon, Executive Vice President, General Counsel and Corporate Secretary

David Beznos, Senior Vice President, Growth and Strategic Partnerships

James L. Ossowski, Senior Vice President, Finance

Joseph L. Drouin, Vice President and Chief Information Officer

Kimberly M. Hill, Vice President, Tax and Assistant Secretary

D. Bryce Langen, Vice President and Treasurer

Brien P. O'Meara, Vice President and Controller

Lisa Sharp, Vice President, Compliance

Manish M. Shrivastava, Vice President and Chief Marketing Officer

James P. Zeumer, Vice President, Investor Relations

As a large, publicly-traded corporation, no individuals own more than 5% of the company stock.

Fiscal Impact, continued

iv. Identification of parcels to be subdivided from the total tract for future sale or separate financing.

Response: Please refer to Exhibit #15, the proposed Plat Map. The townhome lots will be sub-divided so that each home sits on a unique lot with separate PIN's associated with the Cook County Tax Assessor's office. All townhomes will be sold on a fee simple basis, and some may be financed through Pulte Mortgage or other lenders.

b. Estimated Revenue Generation. Identification of the total amount of estimated revenue to be generated by the project. This estimate shall include the following material:

i. Identification and description of sources and amounts of revenue generated by the project. This description shall include, but not limited to, real estate tax revenues, Illinois personal income tax revenues, motor fuel tax revenues, water and sewer use revenues, annexation fees, and miscellaneous contributions to various government agencies.

Response: In addition to motor vehicle registration paid to the state, the following represents the Annual General Fund Revenue estimated to be generated by the proposed development:

Property Tax	\$129,600
State Income / Uses Taxes	\$35,000
Sales Tax	\$11,500
Real Estate Transfer Tax	\$8,800
Telecommunications Tax	\$3,200
Franchise Fees	\$2,400
Food & Beverage Tax	\$1,500
TOTAL REVENUES	\$192,000

ii. Identification and description of those revenues specifically available to the Village of Hoffman Estates and each of the other taxing bodies to which the project is subject.

Response: The proposed development is anticipated to generate \$192,000 to the General Fund, specifically available to the Village of Hoffman Estates.

c. Estimated Village Expenditures.

Identification and description of the sources and total amounts of estimated Village revenue expenditures, based on Village requirements and demands created by the project.

Response: The following represents the Annual General Fund Expenditures estimated to be generated by the proposed development:

General Government	\$1,300
Police	\$36,000
Fire	\$51,900
Public Works	\$6,600
Development Services	\$5,000
Health & Human Services	\$2,800
TOTAL EXPENDITURES	\$103,600



Fiscal Impact, continued

d. Revenue/Expenditure Evaluation.

Summarization, in tabular format, of the estimated revenue generation and Village revenue expenditures required above. Where a negative financial impact to the Village is indicated, justification of the project, in terms of specific community benefits, shall be provided.

Response: The Revenue / Expenditure Evaluation estimates that the Village of Hoffman Estates will receive approximately \$88,400 worth of net revenue. The calculation is as follows:

Revenues	\$192,000
Expenditures	\$103,600
NET ANNUAL GAIN	\$88,400

e. Supplementary Community Impact

Statement Requirements. Additional information may be required in the Supplementary Community Impact Statement based upon the Community Impact Statement and development plans submitted. The scope of issues to be addressed in the Supplementary Community Impact Statement shall be determined by the Assistant Village Manager-Development Services.

Response: Please refer to Exhibit #14, the detailed Fiscal Impact Analysis report for additional information.

7. Market Analysis

A statement identifying the need for the proposed project shall be submitted. The statement shall include the following material:

a. Residential. Analysis of the impact the proposed project would have on the existing housing market, the availability of housing for persons currently residing in the Village, the availability of housing for persons desiring to relocate in the Village, and the availability of housing for the elderly and persons of low and moderate income.

Response: The Kensington Fields townhome development presents an excellent opportunity to provide new housing with a relatively affordable price point, and provide a new construction single-family attached housing alternative in a sub-market where resale single family detached product is 50+ years old.

The following elements represent the context and land use around the redevelopment site:

1. Barrington Lakes apartments – built in 1970, 790 units / 3-stories, 1-3 beds, 1-2 baths, 470-1,400 SF, rents \$1,235 to \$1,960, includes pool, clubhouse, fitness center, gated entry/controlled access.

2. Interstate-90 – major east/west transportation corridor for convenient commuting to downtown Chicago, and O'Hare International Airport.

3. Hoffman Estates Village Hall

4. Huntington Club rental condominiums – built in 1970, 250 units / 2-stories, 1-2 beds, 1-1.5 baths, 600-1,000 SF, rents \$1,495 to \$1,950, surrounded by Hilldale golf course.

5. Hilldale Golf Club – golf course

6. John Muir Elementary – grades K-6, Great Schools rating of 8 overall and 8 for test scores, Niche.com B grade.

7. Barrington Square Townhome Community – built in the 1970's offering attached homes in the SF range ~750 to 1,700 (2-3 bed, 1-2.5 baths, 0-1 garage) and home valuations from the low to high \$200ks. HOA is \$214 per month and includes park/playground area, clubhouse, on site manager/engineer, party room, outdoor pool, tennis/sport courts, lawn maintenance, snow removal, exterior maintenance.



The proposed townhomes will consist of 16 three, four and five-unit buildings. PulteGroup will be offering their successful 24' wide, front-load garage townhome product with a base price starting in the low \$400k's and a target Average Sales Price in the high \$400k's with optional features selected by buyers.

The success of Kensington Fields will be driven by the following:

1. Strong Value Proposition to New & Resale – the product and pricing strategy targets an average dollar per square foot of \$231 to \$266 (base price: \$420k to ASP: \$494k) providing a very competitive value equation relative to (1) new townhome competition at \$257 - \$320/sf (ASP range: \$481k to \$557k), and (2) resale with relevant detached SF homes current average sold price of \$707k (\$286/sf; built: 2004) and attached homes current average list price of \$485k (\$266/sf; built: 2015).

2. Healthy Feeder Market Activity in Target Price Range – In the target price range of \$400K to \$499K, the feeder market area annually generates 310 sold transactions, or 26 transactions per month (all product types, all ages) with a very healthy 1.6 months of supply. Average year built: 1985.

3. Depth of Potential Buyer Pool: Kensington Fields will appeal primarily to 8,120 High Income 'Millennial' households in the feeder market. The appeal to this buyer group comes through (1) the excellent proximity to employment and transportation corridors, (2) the convenient accessibility to retail, restaurants, and other necessities, and (3) the top-rated school district as they “pre-nest” and want to invest in a strong school district for the children as they get older. These High-Income Millennial households have the resources to afford this product with over half of them making at least \$100k in annual income and 1 in 5 of every Millennial household making at least \$150k annual income.

Kensington Fields will secondarily appeal to the ~18,000 young first and second move up family buyers households who currently have school-aged children and are looking for relative affordability in Hoffman Estates High School district whose choices right now are SF detached homes (similarly sized and configured as the townhomes) with a current average listing price of \$707K and sold LTM ASP of \$764K for homes built in the last 20 years.



Market Analysis, continued

Kensington Fields offers a strategic opportunity to open an affordably priced alternative to single family homes in the highly prestigious Hoffman Estates High School district – a sub-market which has been historically under served with new construction of any type. In addition, these homes will provide an opportunity for approximately 26,000 households looking for an opportunity to build equity.

b. Non-residential. Analysis of the impact the proposed project would have on similar existing and proposed projects located in the Village and conversely an analysis of the impact similar existing and proposed projects would have on the proposed project.

Response: Not Applicable.

c. Employment. Analysis of the impact the proposed project would have on both permanent community employment rates and temporary community employment rates during construction phases of development. This analysis shall include total number of employees.

Response: During construction, 45 to 50 jobs are anticipated to be created. Once constructed, the applicant anticipates that according to Census data that approximately 1.5 people per unit will be employed full time, which equates to 103 people. 75% of all households in Hoffman Estates include one or two full-time workers. The community will have excellent proximity to existing transportation, employment & entertainment corridors:

1. Residents will be conveniently located to everyday necessities and amenities. Within a 3-mile radius, there is a large variety of retail, restaurants, entertainment, and recreational opportunities. A quick 5-minute drive west gets residents to I-90, a 10-mile drive east to O'Hare International Airport, a 50-minute commute to downtown Chicago, and connectivity to I-290. Within a 5-mile radius, residents will have at least five different Metra® stops to choose from along two different Metra® train lines, both with a quick and comfortable 60-minute ride to the



heart of downtown Chicago (45-minute trains during rush hour).

The parcel is also well-located for easy access to the major employment corridors along I-90 and I-290, Route 72 and Route 58. Note that within a 10-mile radius around the community there are approximately 275,000 jobs consisting of diverse types and levels of employment.

2. Within a 1-mile radius residents will have quick access to Starbucks® and Dunkin® for coffee as well as a plethora of quick-service restaurants, convenience stores, bars, and restaurants. Mariano's grocery store is 1.5 miles southwest from the community along with a Walgreens pharmacy. Other retail, restaurants and fitness establishments in the vicinity include Trader Joe's, Egg Harbor, LifeTime Fitness, Xsport Fitness, Costco, Home Depot, Target, Portillos, Kohl's, and Wal-Mart.

The shopping and recreation opportunities are enhanced by the proximity to Woodfield Mall, which contains approximately 230 stores including premium specialty stores of Apple, Lululemon, EddieBauer, Michael Kors, Abercrombie & Fitch, The North Face, Warby Parker, and Hollister. The area also includes the

'Streets of Woodfield', an outdoor shopping area proximate to Woodfield Mall that offers many more retail and entertainment venues like AMC theatres, Bulls Eye Axe Lounge, Belong Gaming Arenas, Crate&Barrel, Restoration Hardware Outlet, Dick's Sporting Goods, Legoland Discovery Center, Maggiano's Little Italy, Shaw's Crab House and Whole Foods Market.

3. For recreational opportunities, residents will be able to quickly access a dozen different parks and forest preserves. This includes the Paul Douglas Forest Preserve northeast of the community reachable in a quick 5-minute drive. This forest preserve consists of 1,800 acres of open grasslands and restored wetlands with 25 miles of trails for walking, hiking, biking, and cross-country skiing in the winter. For additional recreation, residents can choose to golf at the handful of public/private golf courses all located within 3 miles of the site – including the neighboring (walkable) Hilldale Golf Club.

8. Air Quality

The following material shall be submitted to assess the project impact on air quality.

a. Description of the existing air quality based on measurements taken at County and State monitoring stations.

Response: According to the latest Air Quality report issued by the Illinois EPA, the Hoffman Estates area typically experiences the following air quality in terms of percentage of time:

Good	54.8%
Moderate	41.1%
Unhealthy for Sensitive Groups	3.8%
Unhealthy	0.3%

b. A list of both temporary and permanent pollution emission sources, including a description of type and estimate of amount of pollutants to be emitted by non-residential projects.

Response: The temporary emission sources will be typical for residential uses, similar to the properties to the West and South of the site. During demolition and construction, this will be primarily comprised of the exhaust from trucks and construction equipment. Permanent emissions will include exhaust from natural gas combustion from appliances and other fixtures within the homes.

c. A list of air pollution control equipment to be utilized to meet air pollution control regulations, including a description of methodologies to be used to minimize air pollution during construction of the project.

Response: The construction equipment will be the standard used throughout the region in residential construction. The applicant's contractors are responsible that their construction equipment complies with all local state and federal air pollution standards.

d. Certification that all local, state and federal air pollution standards will be met.

Response: The applicant's contractors are responsible that their construction equipment complies with all local state and federal air pollution standards.

9. Archaeological / Historical

Archaeological/Historical Significance

a. An analysis of any existing structures by period of construction, historical significance, architectural style, condition, present use, assessed valuation, location, identification of structures deemed desirable for preservation, and an evaluation of the impact the proposed project would have on the historic aspects of the site.

Response: The existing structure is a one to two story commercial office building with approximately 155,000 SF of rentable space. The building has been well-maintained and is in good condition, but the owner has moved to another location so the building is vacant. Built in the mid 1980's, the facades of the building are concrete with dark colored, horizontal bands of glass. The existing office building does not have any historical or architectural significance, and is not a candidate for preservation. The proposed townhome development does not present any adverse effects on the historical use of the site. On the contrary, it will provide much needed housing within the Village.

b. A description of archaeological resources which may have existed at the site, including data as to artifacts or evidence of prehistoric or early historic occupation or utilization which may have been uncovered at or near the project site.

Response: There are no known archaeological resources on the site. Prior to the office building, surface parking lots and the detention pond being constructed on site, the property was part of a 192 acre land holding by Marshall Field. Referred to as "Fieldale", the property was used as a shooting range and included a gun showroom, gunsmith shop, an outdoor apparel shop and a log lodge. The golf course was also constructed on the former Fieldale property.

c. An assessment of the degree to which development of the site would inhibit or eliminate the possibility of significant archaeological finds.

Response: No cultural resources are anticipated to be impacted by the project. The applicant intends to demolish the existing office building and surface parking lots. Following this process, the site will be cleared and graded in preparation to construct the townhome community.



Existing office building on site



Existing townhomes South of Hassell Road across from site

10. Public Service Impacts

The following material shall be submitted to provide a description of the impact of the project on public services.

a. Village Services. The following material shall be submitted describing the impact of the project on Village services:

i. Village Administration. Assessment of the impact of the project on Village administrative services, including the identification of additional manpower and equipment requirements due to any increase in demand created by the project.

Response: No increase to the Village administrative services or the need for additional equipment is anticipated in connection with the proposed development.

ii. Police Department. Assessment of the impact of the project on law enforcement services, including the identification of additional manpower and equipment requirements due to any increase in demand created by the project.

Response: No additional police officers, staff or equipment are anticipated in regard to the proposed development. There will be a fraction of the people living in the townhomes (approximately 165 people) as compared to the number of people working in, visiting and making deliveries to the existing office building (800-900 people).

iii. Fire Department. Assessment of the impact of the project on fire protection services, including the identification of additional manpower and equipment requirements due to any increase in demand created by the project, location of the nearest fire station, location of proposed fire hydrants, and topographical or other constraints for accessibility of fire-fighting equipment.



Response: No additional firemen, staff or equipment are anticipated in regard to the proposed development. The proposed townhome development is roughly the same square footage of built-up area as the existing office building. The land plan and proposed units have been designed to meet Village fire code standards including fire truck access, turning movements, access to fire hydrants and access to the proposed townhomes. Please refer to the engineering plans for the locations of the proposed fire hydrants. The site grading will not propose any challenges for fire truck access. The location of the nearest fire station is Hoffman Estates Fire Station 22, which is less than a mile southwest of the site.

iv. Water Production/Distribution System. Assessment of the impact of the project on the water production/distribution system, including the identification of the projected demand for water (estimated daily or monthly usage), location of existing and proposed

distribution lines, proposed primary sources of water and emergency water sources, and description of improvements to be installed by the developer, including a looped water main system.

Response: The total water demand of the project has been estimated at 24,150 gallons per day, using a population equivalent of 3.5 people per unit. The primary source of water is from Hassel Road. An 8" water main loop will be created to provide emergency water in case of a main break. Valves will be provided to ensure that no more than three valves are to be closed to isolate a section of main. Hydrants will be provided at no more than 300' spacing. Please refer to Exhibit #16 - Preliminary / Final Engineering Plans, for more detailed information for the items in this section.



Interior views of proposed Bowman townhomes



Public Service Impacts, continued

b. Metropolitan Water Reclamation District (MWRD). The following material shall be submitted describing the treatment of sanitary waste material generated by the project:

i. Certification that the project is located within the MWRD.

Response: Yes, the project site falls within MWRD jurisdiction.

ii. Estimated quantity of sewage to be generated by the project and a description of any unusual or toxic waste products to be discharged from non-residential uses, including a description of any methods of pretreatment to be conducted on-site.

Response: The estimated quantity of sewage to generated by the project is approximately 24,150 gallons per day, using a population equivalent of 3.5 people per unit. This is a residential project so no unusual or toxic waste products are anticipated to be discharged from the development.

iii. Location and description of existing sewer lines and improvements in the immediate area which will serve the project.

Response: There is an existing sanitary sewer main located in Hassell Road, which will receive the effluent from the proposed townhomes. An 8" sanitary sewer extension will be constructed throughout the site tying into the existing manhole located along Hassell Road at the southeast corner of the site.

c. Public Utilities. Description of all existing and proposed public utility systems (i.e. gas, electric, telephone, etc.) available to service the project, including the identification and location of existing lines and capacities, existing easements and proposed easements both on-site and off-site.

Response: The dry utility services that served the existing commercial office building will be utilized and routed from Hassell Road, throughout the site. The applicant has had initial conversations with the gas, electric and data service providers. All have indicated the ability to adequately service the project. Any required easements have been included on the Final Plat.



d. Solid Waste. The following material shall be submitted describing solid waste collection and disposal:

- i. Estimated amounts and types of solid waste material to be generated by the project. This figure shall be determined by using acceptable generation rates for the various land uses.

Response: The amount of solid waste to be generated by the development is approximately 1,183 pounds per day, using a population equivalent of 3.5 people per unit. The anticipated breakdown of the waste by type is as follows:

Food	29%	343 Lbs/day
Yard Trimmings	15%	178 Lbs/day
Plastics	16%	189 Lbs/day
Glass	6%	71 Lbs/day
Paper / Paperboard	31%	367 Lbs/day
Other	3%	36 Lbs/day

- ii. Description of storage containers to be utilized, including identification of their site location, type and location of materials used to screen waste collection areas, and identification of anticipated special pick up requirements.

Response: The applicant anticipates that the homes will be serviced by the waste hauler under contract with the Village, and that the storage containers will be provided

to residents by that entity. Residents will be required to store their trash and recycling containers in their garages, except for collection day, where they will be placed at the curb. No special pick-up requirements are anticipated, other than the periodic bulk item pick-up.

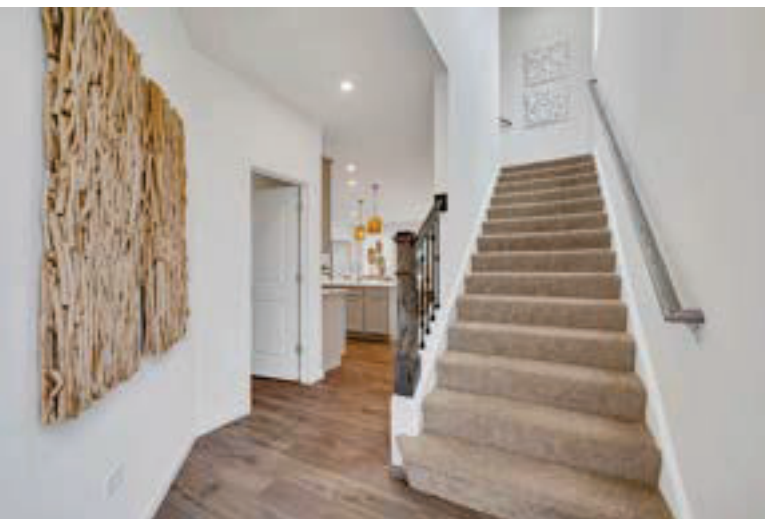
e. Recreation System. The following material shall be submitted describing the recreation system:

- i. Identification of the park district within which the project will be located.

Response: The project is located within the Hoffman Estates Park District.

- ii. Location and description of existing and proposed public recreation facilities available to serve project residents.

Response: The closest facility is Poplar Park, which is across Hassell Road to the South. This park contains play equipment for children, basketball courts and large open grassy areas to accommodate a variety of activities. In addition, Hilldale Golf Course and Cottonwood Park are both less than a half mile walk to the East of the site. Cottonwood Park contains a playground, open space and soccer fields. Finally, there are many other parks, forest preserves, open spaces and trail networks in the vicinity that residents will be able to use and enjoy.



Interior views of proposed Bowman townhomes



Public Service Impacts, continued

iii. Location and description of proposed public recreation facilities to be located within the project, including identification of sites to be dedicated or reserved for public use, improvements to be installed by the developer, and the percentage of the project to be permanent public open space.

Response: This project doesn't include public recreation facilities. Since it is part of the Residential Planned Development (RPD) District, the park and open space requirements are calculated for the entire district as opposed to a site by site basis. However, a significant portion of the site is dedicated to the existing and proposed detention ponds as part of the open space. In addition, the sidewalks in the community will be connected to the golf course pathway to the East of the site.

iv. Location and description of proposed private recreation facilities to be located within the project. The maintenance provider for the proposed facilities should be identified.

Response: This project does not include private recreation facilities.

f. Library System. Identification of the library district serving the project and the location of the nearest library facility shall be identified and submitted.

Response: The property is served by the Schaumburg Township District Library. The closest facility is the Hoffman Estates Branch, located at 1550 Hassell Road, less than a half mile East of the proposed townhome community.

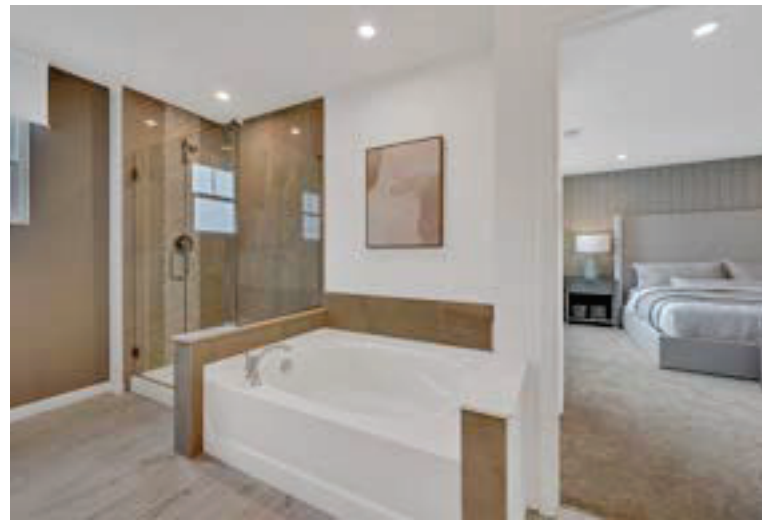
g. School System. The following material shall be submitted describing the school system:

i. Identification of school districts serving the project.

Response: The site is within Township School District 211 and is served by the following schools:

1. John Muir Literacy Academy (K-6) across the street from site
2. Eisenhower Junior High (grades 7-8) – 1.5 miles due east of site on Hassell Road
3. Hoffman Estates High School (grades 9-12) – 2 miles SE on Higgins Road

ii. Letter from the school districts serving the project confirming that adequate capacity and services are available for the students associated with the project.



Response: The applicant was advised by Village Staff to wait until after the project was formally submitted for review in order for the Village to make contact with the school district.

h. Mass Transit. The following shall be submitted describing mass transit systems:

i. Identification of all existing and proposed mass transit systems available to service the project, including identification of the location of nearest access points.

Response: There are existing Pace Bus lines on I-90 including route numbers 603, 605 and 607. Route #554 runs along Golf Road and connects to St. Alexius Medical Center, Elgin, and Schaumburg. In addition, this area is served by an 'On Demand' service through Pace that allows riders to travel to any destination between Barrington Road, I-90, Roselle Road and Bode Road for a fare of only \$2.00. Seniors, persons with disabilities, Medicare card holders, and military personnel can ride for a \$1.00 fare.

ii. Description of mass transit service improvements within the project limits, including identification of those improvements to be installed by the developer. Such improvements shall conform to guidelines developed by the transit service provider.

Response: No mass transit service exists within the project limits and none are proposed as part of the development.

i. Transportation Network. The following material shall be submitted describing the transportation network:

i. Reference to traffic or transportation studies conducted for this project.

Response: Please refer to Exhibit #17, the Traffic Impact Study for the proposed residential development as prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA) attached.

ii. Transportation network map identifying the existing on-site and adjacent off-site transportation network, including street names, right-of-way widths, pavement widths, current traffic counts, and proposed plans for widening roads.

Response: The redevelopment site fronts Hassell Road, which provides one travel lane and one bicycle lane in each direction. At the intersection at Erie Lane, a shared turn lane is provided. At the intersection of Kensington Lane, left and right-turn lanes are provided at both approaches. Since the proposed residential development is projected to generate over 1,300 fewer average daily trips, no changes to Hassell Road or Kensington Lane are proposed. For more detailed information, please refer to the Traffic Impact Study.



Intersection of Hassell Road & Kensington Lane looking East



View from Hassell Road looking North into site at East entry

Public Service Impacts, continued

iii. Traffic generation counts for automobiles and trucks and their directional distribution.

Response: The proposed townhome development is anticipated to generate approximately 476 average daily trips. The anticipated directional distribution is as follows:

Barrington Road North	40%
Barrington Road South	25%
Hassell Road East	20%
Huntington Boulevard South	15%

iv. Proposed transportation plan, including right-of-way dedications, pavement width, sidewalks, bikeways, lighting and identification of those improvements to be installed by the developer.

Response: Kensington Lane will be extended north into the site, and will join two (2) new streets that will provide access to the proposed townhomes. The R.O.W. dedication is 60' wide, while the street width is 27' from back of curb to back of curb. The sidewalks will be 5' wide and the street lighting is designed per the new / updated Village standards. Please refer to the engineering plans for more information.

v. Analysis of Levels of Service by intersection movement under the proposed transportation plan, including generation figures for approved, but not yet constructed projects located in the vicinity of the project.

Response: Due to the fact that the office building is currently unoccupied, the capacity analysis indicated that the level of service at some of the intersections slightly decreased. However, given the fact that most of the area is built-out, and the fewer trips generated by the proposed townhomes, the applicant it's consultant team do not feel the actual level of service will be decreased as compared to the office building being fully occupied. Please refer to the Traffic Impact Study for more detailed information.

vi. Identification and location of both internal and external traffic control measures, including traffic control signals, traffic control signs, and identification of those improvements to be installed by the developer.

Response: There are existing stop signs (4-way) at the intersection of Hassell Road, Kensington Lane and the eastern site entry point. There is also a stop sign at the western access point of the site as vehicles enter Hassell Road. Additional stop signs will be added on the proposed internal street as needed. Refer to the engineering plans for more information.



View of Hassell Road from East entry looking West



View of Hassell Road from West entry looking East

vii. An assessment of the impact of the project on the existing transportation network, including a description of methodologies to be utilized to alleviate any adverse impacts. The supporting documentation of trip reduction methods to reduce travel during peak hours is required if proposed as part of the impact reduction assessment. Plans shall comply with the trip reduction requirements of the Clean Air Act.

Response: The proposed townhome units are projected to generate up to 88 percent less traffic than the traffic estimated to be generated by the existing office building at full occupancy. The traffic that will be generated by the proposed residential development can be accommodated by the existing area roadway system.

Access to the proposed development will continue to be provided via two full movement access drives from Hassell Road. The access system will be adequate in accommodating the traffic projected to be generated by the proposed residential development and will ensure efficient and flexible access to the site.

j. Sustainability. Identification of any aspects of the project designed based on sustainability practices, such as energy efficient systems, use of recycled building materials, solar or wind power generators, accreditation under LEED or similar programs, or any other aspect of the project that exceeds minimum code requirements with regards to efficiency, reduced energy usage, or sustainability.

Response: The proposed townhomes have been designed with several sustainability and high-efficiency elements in mind. This includes the following items:

- Smart Home Technology
- Smart Thermostats
- HVAC Energy Recovery Ventilation
- Pulte Energy Advantage
- Energy Efficient (2021 IECC Compliant)
- EV Car Charger Ready hookups in garages
- Electric water heaters
- Low-flow plumbing fixtures
- Low-maintenance vinyl siding

END OF RESPONSES

The following documents have been submitted to the Village of Hoffman Estates as attachments to the Community Impact Statement:

General Application

Site Plan Addendum

Master Sign Plan Addendum

Architectural floor plans, elevations, photographs & renderings of proposed homes

Supplemental Exhibits:

Exhibit #1	Site Boundary (ALTA) & Topographic Survey
Exhibit #2	Project Location Map*
Exhibit #3	Proposed Site Plan
Exhibit #4	Trip Generation Comparison*
Exhibit #5	Village of Hoffman Estates Zoning Map*
Exhibit #6	Floodplain Delineation / Stormwater Management Plan
Exhibit #7	Wetland Determination Report / Map
Exhibit #8	Soil Boring Map
Exhibit #9	Geotechnical Report
Exhibit #10	NCCSWCD Soils / NRI Application
Exhibit #11	Illinois Historic Preservation Office Letter
Exhibit #12	Illinois Department of Natural Resources Letter
Exhibit #13	Tree Survey & Preservation Plan
Exhibit #14	Fiscal Impact Analysis
Exhibit #15	Preliminary / Final Plat of Subdivision Map
Exhibit #16	Preliminary / Final Engineering & Landscape Plans
Exhibit #17	Traffic Impact Study
Exhibit #18	Parking Analysis
Exhibit #19	Student Generation Analysis
Exhibit #20	Marketing Sign Plan

** Denotes exhibits included in this document instead of separate attachments.*

Additional Exhibits for Engineering Design

AutoTurn Exhibit illustrating Fire Truck Access

Engineer's Opinion of Probable Land Development Costs

IEPA Water & Sanitary Sewer Schedules / Construction Application

Property Legal Description

Photometric Plans for Site Lighting

Plat of Easement Releases 1-3

**SUPPLEMENTAL EXHIBITS
NOTED IN COMMUNITY
IMPACT STATEMENT ARE ON
FILE WITH THE VILLAGE**



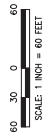
More Life Built In[®]

For over 70 years, Pulte has built homes with the homeowner in mind. The things that are important to you are what we focus on. Our foundation is quality construction and a simplified buying experience. With our insightful Life Tested[®] design features and easy personalization options, everyday moments are more enjoyable in your new Pulte home. That's More Life Built In.

Todd Meyer, AICP, PLA
Land Planning & Entitlements
Pulte Group, Inc., Illinois Division

T: (847) 230-5254
E: todd.meyer@pultegroup.com

pulte.com



NOTE:
ALL ONSITE EXISTING BUILDINGS, PAVEMENT,
UTILITIES AND TREES LOCATED ONSITE TO BE
REMOVED AND DISPOSED UNLESS INDICATED
OTHERWISE.

LEGEND

- ■ ■ ■ ■ Approximate Seasoned Limits of Floodplain per Firm Map
- ■ ■ ■ ■ Approximate Limits of Floodplain as plotted per Topographic Map
- ■ ■ ■ ■ Approximate Limits of Floodway per Firm Map
- - - - - Approximate Limits of Floodway per Topographic Map
- — — — — Approximate Limits of Waters of the U.S.

LEGEND

◆ ^{ft} (max) SOIL BORING LOCATION
W/BONE TURNER AND ELEVATION

EXISTING TREE WITH TREE PROTECTION
CONDITION. SEE LANDSCAPE PLANS FOR
FURTHER INFORMATION.

INDICATES EXISTING CURBS, SIDEWALK
AND PAVEMENT REMOVAL.



INDICATES EXISTING CURB, SIDEWALK
AND PAVEMENT REMOVAL.

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EXISTING CONDITIONS AND DEMOLITION PLAN

KENSINGTON FIELDS

SHEET NO.
05 of 19

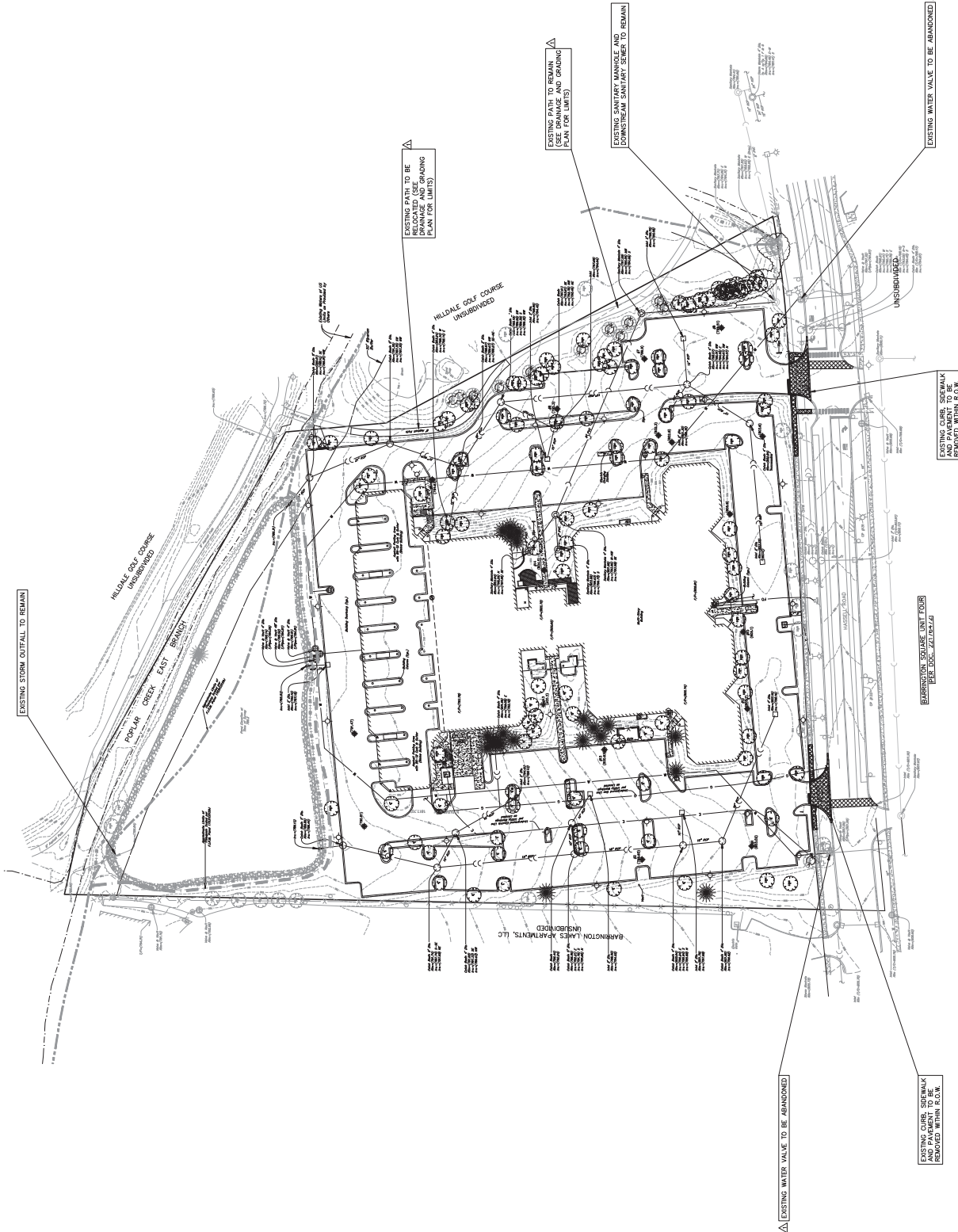
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PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Durham, North Carolina 27705-9675
PH: 630.862.2100 Fax: 630.862.2199
E-Mail: info@cemcon.com Website: www.cemcon.com

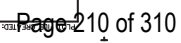


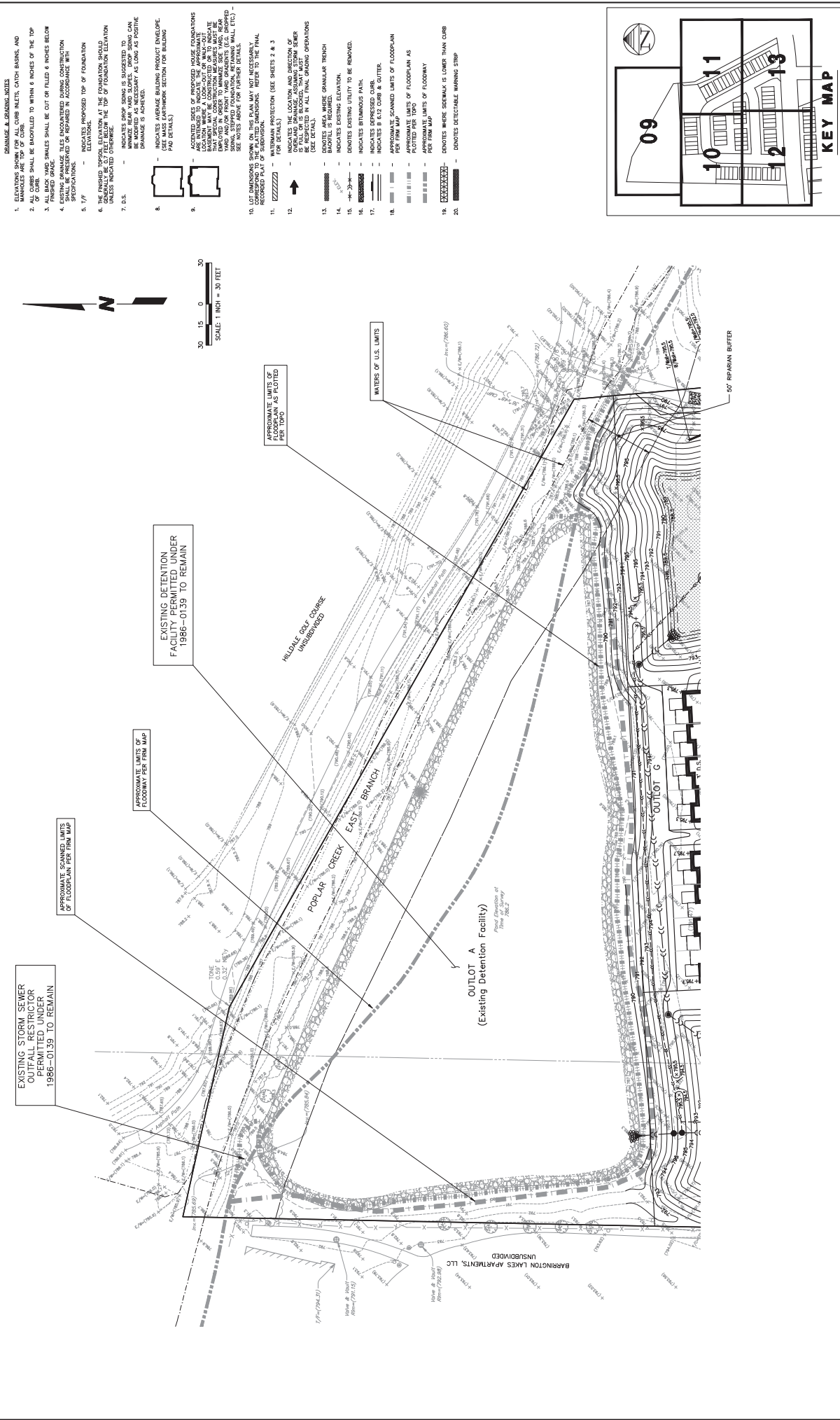
PREPARED FOR:
PULTE HOME COMPANY, LLC
1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, IL 60173
(847) 230-5400

Page 207 of 310

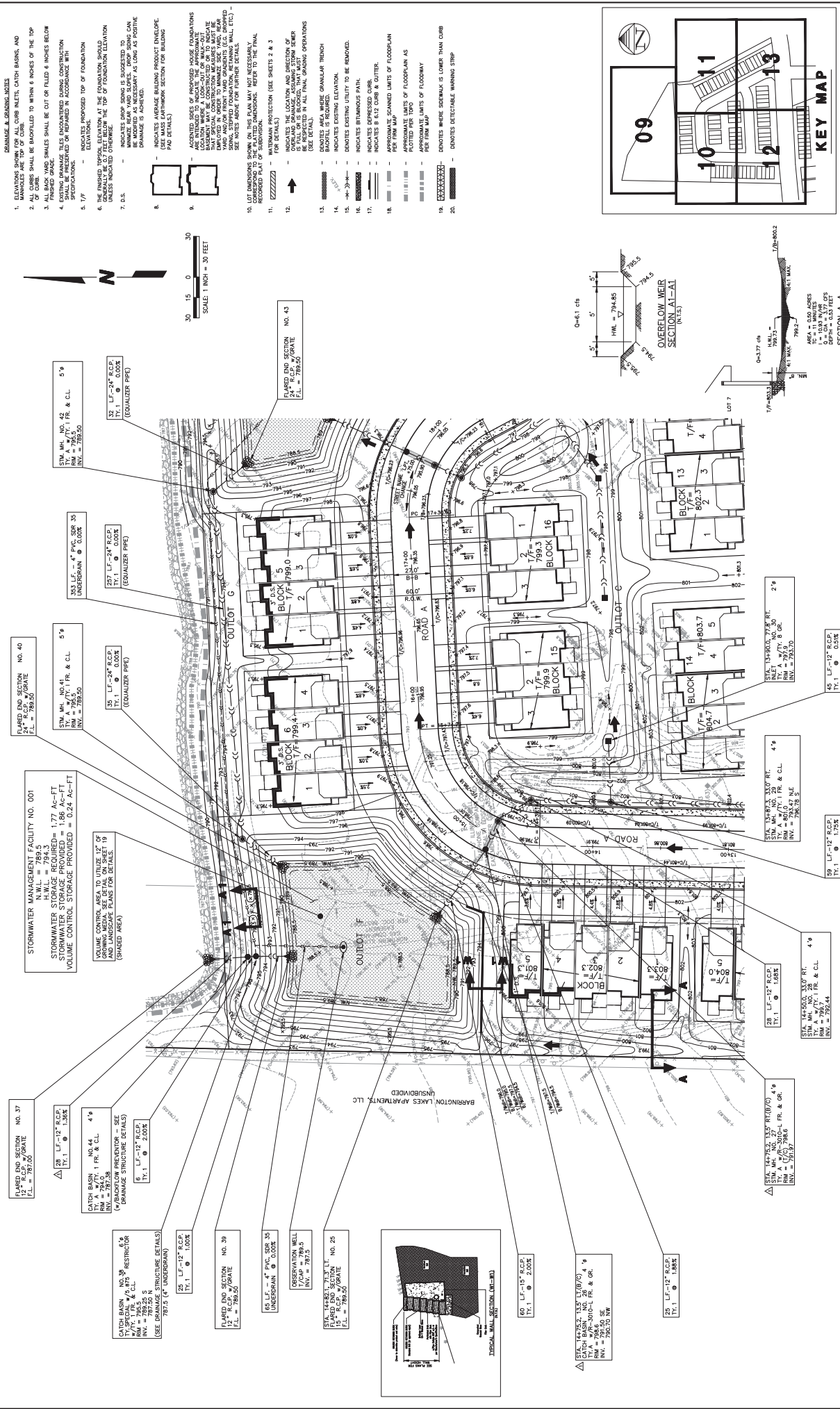






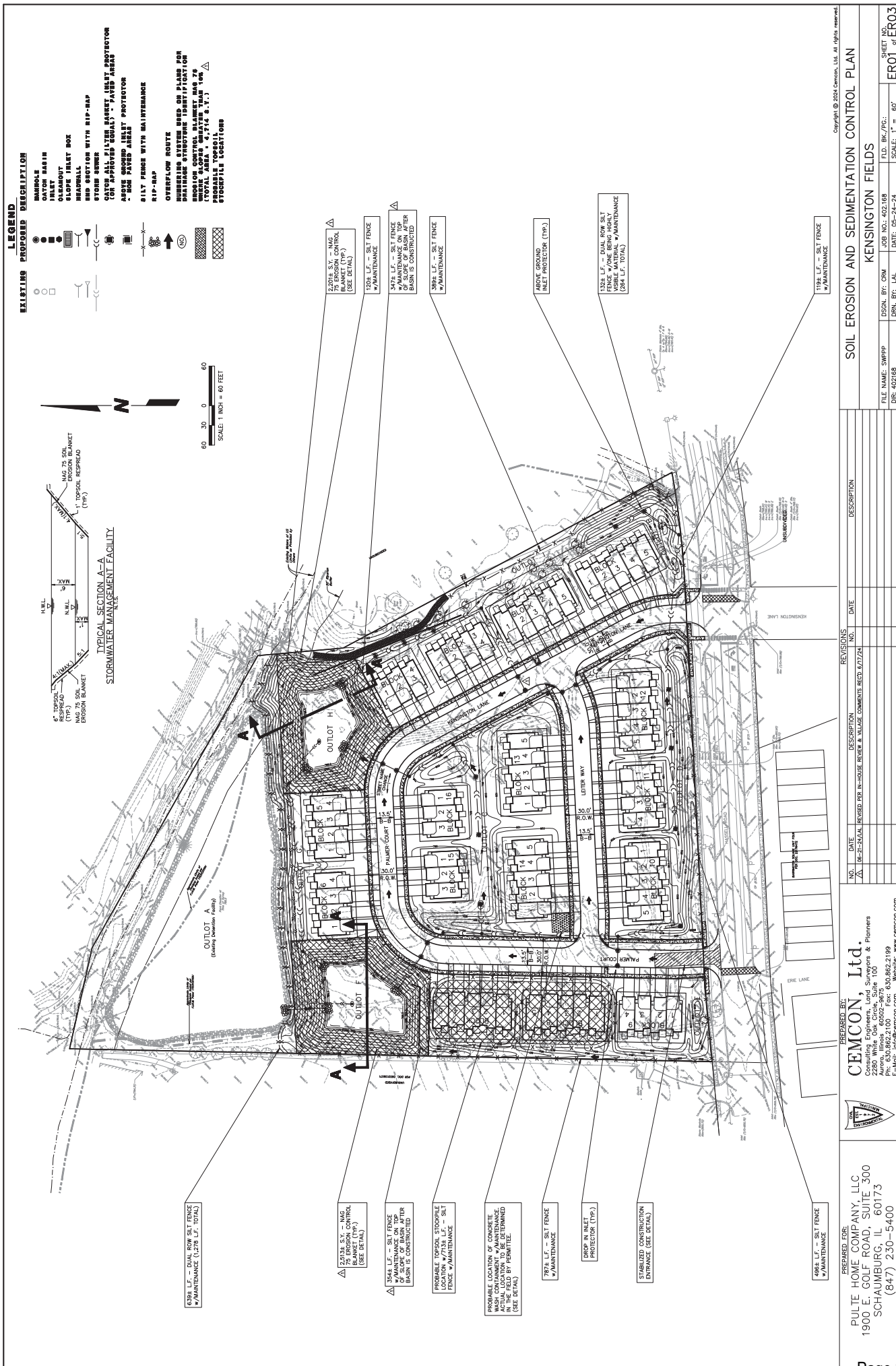


PREPARED FOR: PULTE HOME COMPANY, LLC 1900 E. GOLF ROAD, SUITE 300 SCHAUMBURG, IL 60173 (847) 230-5400		PREPARED BY: CEMCON, Ltd. Consulting Engineers, Land Surveyors & Planners 2280 White Oak Circle, Suite 100 Schaumburg, IL 60195 Ph: 630.862.2100 Fax: 630.862.2199 E-Mail: info@cemcon.com Website: www.cemcon.com	DRAINAGE AND GRADING PLAN				KENSINGTON FIELDS	FILE NAME: DRAINAGE DIR: 402168 DSGN: BPI: CRM DWN: BPI: LAL JOB NO.: 402168 DATE: 05-24-24 F.I.D. BK./PG: E23/A0-42 SCALE: 1" = 30' SHEET NO. 09 of 19		
			REVISIONS							
			NO.	DATE	DESCRIPTION	NO.			DATE	DESCRIPTION



REVISIONS				DRAINAGE AND GRADING PLAN			
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION	NO.	DATE
1	06-27-2024	REVISED PER IN-HOUSE REVIEW & ULTAGE COMMENTS RECD 6/17/24	1	06-27-2024	REVISED PER IN-HOUSE REVIEW & ULTAGE COMMENTS RECD 6/17/24	1	06-27-2024
PREPARED BY: PULTE HOME COMPANY, LLC				DESIGNED BY: CEMCON, Ltd.			
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SCHAUMBURG, IL 60173				2280 White Oak Circle, Suite 100			
(847) 230-5400				Ph: 630.862.2100 Fax: 630.862.2199			
				E-Mail: info@cemcon.com WebSite: www.cemcon.com			
FILE NAME: DRAINAGE				JOB NO.: 402109			
DATE: 05-24-24				DWN. BY: LAL			
				SCALE: 1" = 30'			
				SHEET NO. 10 OF 19			

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PHOTOMETRIC PLAN - AREA 2

KENNINGTON FIELDS MULTI-FAMILY

HOFFMAN ESTATES KENSINGTON LN & HASSELL RD ILLINOIS

PROJECT NO.	240162.01	ORIGINAL ISSUE DATE:	01/04/2024	REVISIONS	NO.	DATE	DESCRIPTION
PROJECT MANAGER	MMR	NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
DESIGNED BY	MM						
CHECKED BY	MM						

KENSINGTON LANE
HERETOFORE DEDICATED
PER DOC. 21713495

BARRINGTON SQUARE UNIT FOUR
PER DOC. 22176472

ERIE LANE
PRIVATE ROAD

120.12'

FOR CONTINUATION SEE 1.2

NOTES:

1. SEE SHEET 1.1 FOR LEGENDS AND NOTES.





Townhomes – Front / Side View

* End units facing Hassel Road shall include masonry wainscot wrap along the Hassel Road facing elevation



Townhomes – Side / Rear View

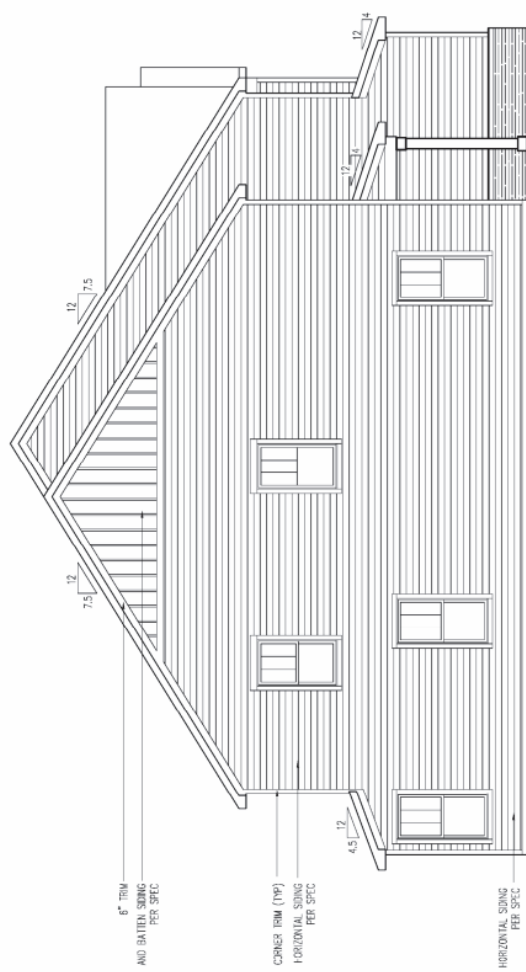
* End units facing Hassel Road shall include masonry wainscot wrap along the Hassel Road facing elevation



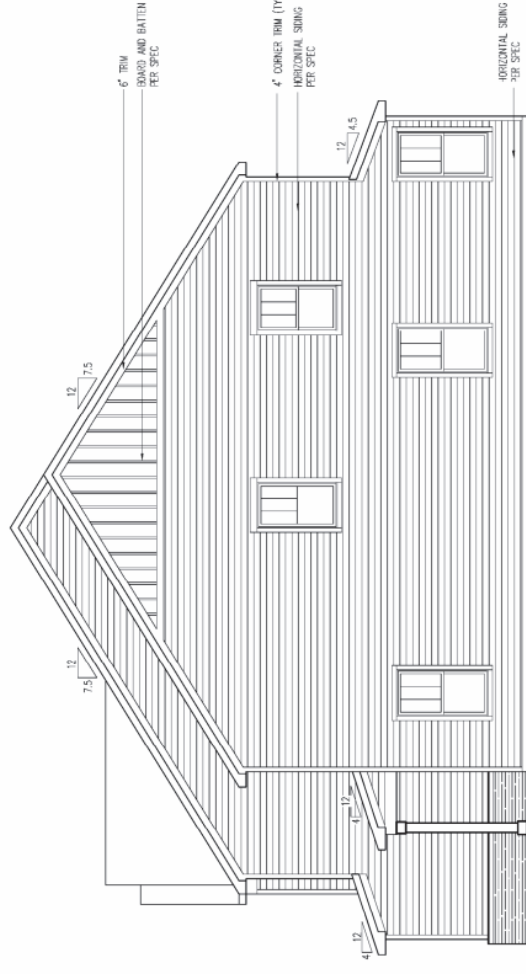
Townhomes –Rear View



Townhome Design Features



LEFT ELEVATION

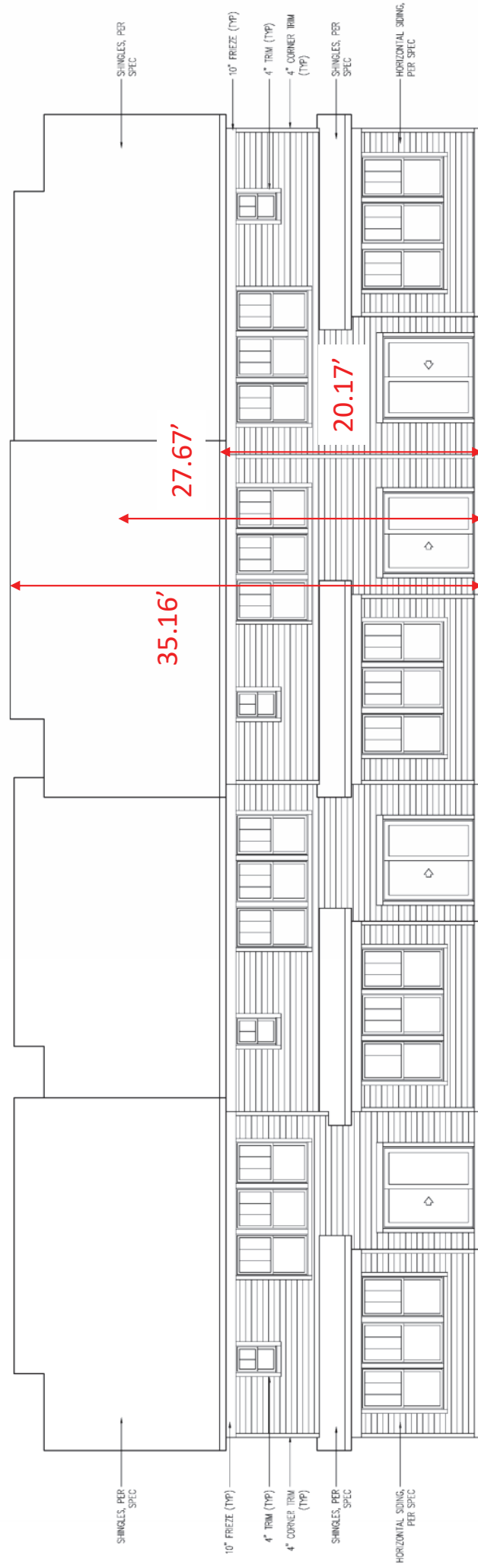


RIGHT ELEVATION

Typical Side Elevations

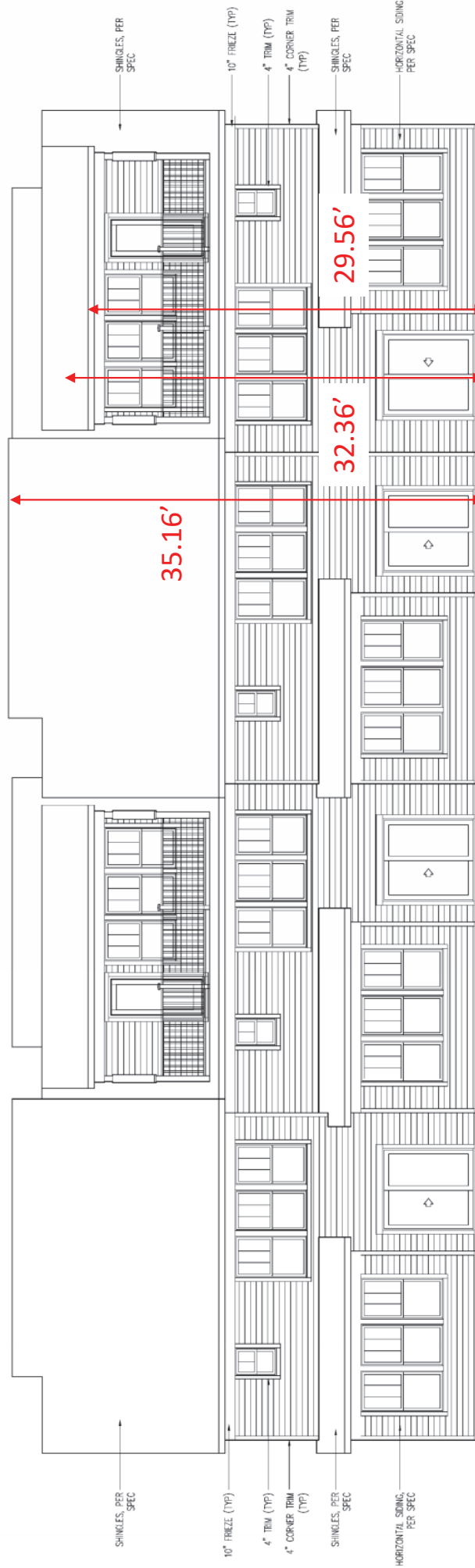
* End units facing Hassel Road shall include masonry wainscot wrap along the Hassel Road facing elevation

Townhome Design Features



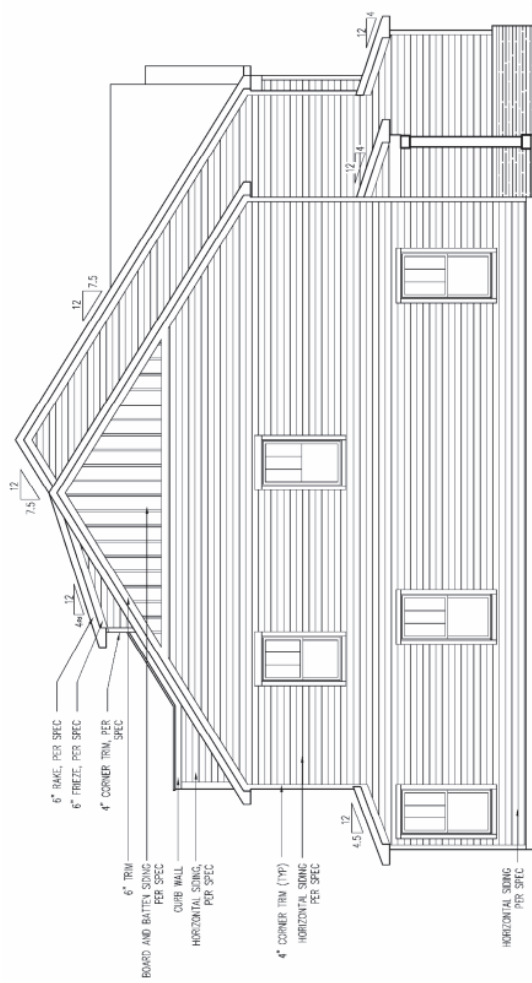
Typical Rear Elevation

Townhome Design Features



Optional Habitable Attic – Rear Elevation

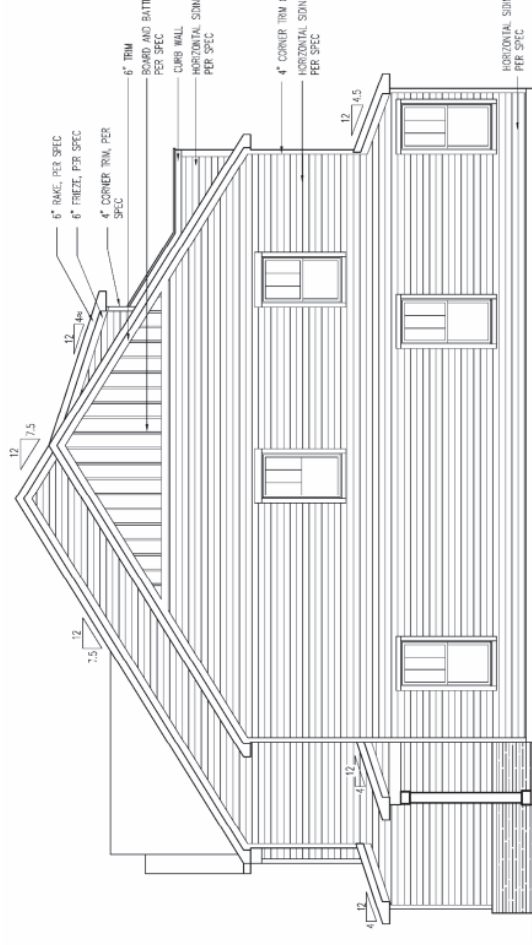
Townhome Design Features



LEFT ELEVATION

Optional Habitable Attic – Side Elevations

* End units facing Hassel Road shall include masonry wainscot wrap along the Hassel Road facing elevation



RIGHT ELEVATION

Townhome Design Features



Optional Sunroom— Rear Elevation



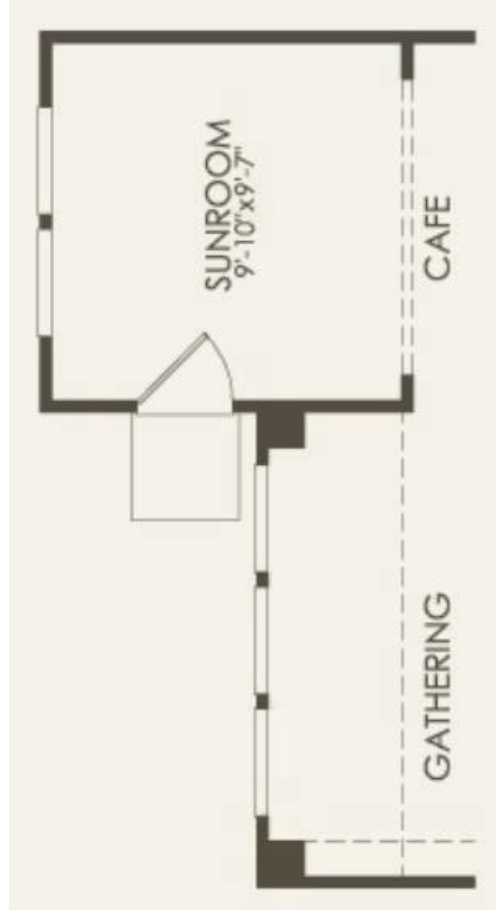
Optional Sunroom – Side Elevations

13

Bowman Townhome Base Floor Plans



Townhome Optional Upgrades



Optional First Floor Sunroom /
Second Floor Extension

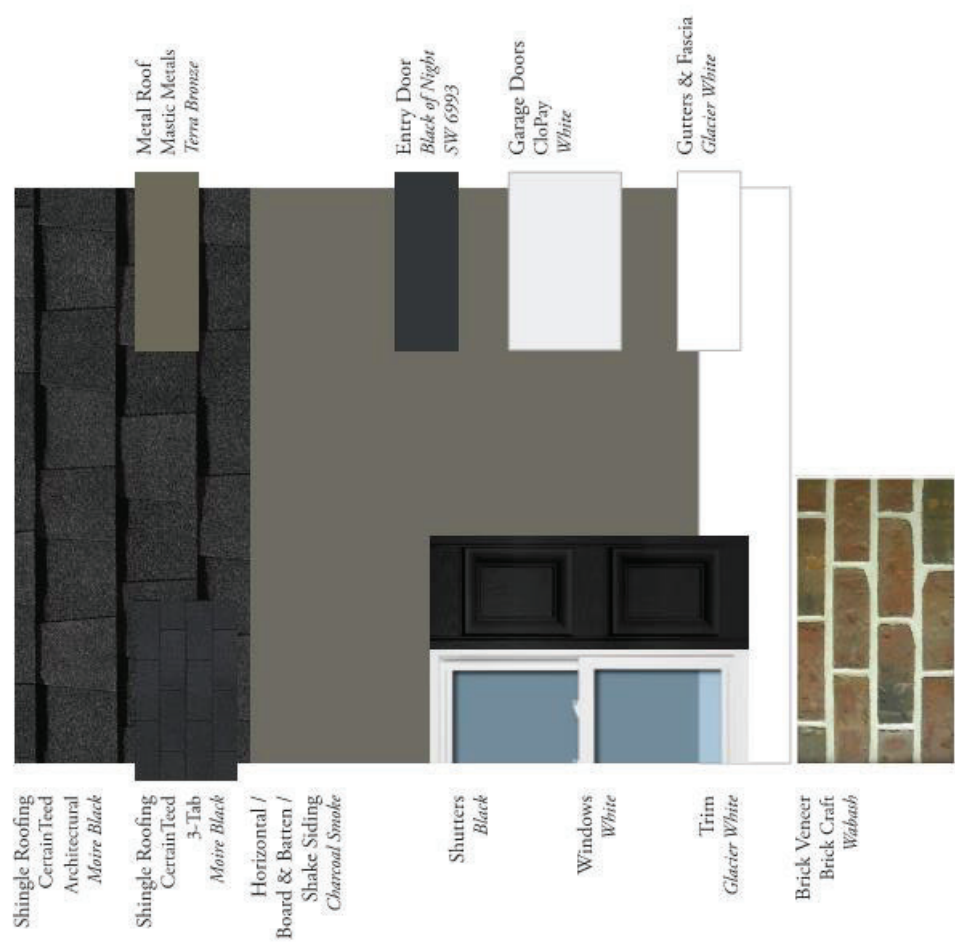


Optional Third Floor Habitable Attic

Proposed Exterior Townhome Color Palette



VW-119-W-M



Color Package 119

Preliminary / Final
Landscape Development Plans

 **SIGNATURE**
DESIGN GROUP
Issued: 5.24.2024 - Final Plan Submittal
6.28.2024 - Per Village Review Memo
dated 6.14.2024


KENSINGTON FIELDS

HOFFMAN ESTATES, ILLINOIS



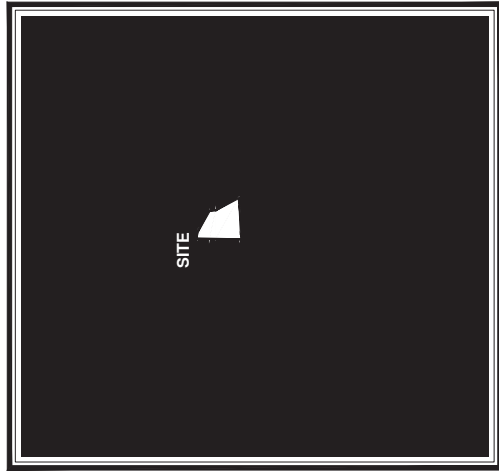
DEVELOPER :
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Schaumburg, Illinois 60173
Project Manager : Matt Brolley, P.E.

ENGINEER :
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Project Manager : Chris Morgart, P.E.

LANDSCAPE ARCHITECT :
Signature Design Group, Inc.
132 N. Washington Street
Naperville, Illinois 60540
(630) 305.3980 voice
Project Manager: Greg G. Sagen, RLA

INDEX OF DRAWINGS

L.100	Overall Landscape Plan
L.101	Final Landscape Plan - SOUTH
L.102	Final Landscape Plan - NORTH
L.103	Turf Exhibit
L.104	Typical Townhome Planting Plans
L.105	Plant List, Notes & Details
L.106	Monument Sign Details
TS.100	Existing Tree Removal / Preservation Plan - SOUTH
TS.101	Existing Tree Removal / Preservation Plan - NORTH
TS.102	Existing Tree Inventory



LOCATION MAP



Land Planning
Landscape Architecture
Environmental Site Design

101 N. WILSON AVENUE, SUITE 200, CHICAGO, IL 60642-1000, TEL: 773.399.7000, FAX: 773.399.7001

project:

Kensington Fields

Hassell Road
Hoffman Estates, Illinois

sheet description:

Overall Landscape Plan

creator:



scale: 1" = 50' 0"

north:

revisions:

original issue date:

drawn by:

checked by:

project no.:

sheet no.:

L.100



Plan Legend :

- Parkway Tree
- Canopy Tree
- Evergreen Tree
- Ornamental Tree
- Deciduous Shrub Beds
- Existing Trees (to be preserved)

Landscape Area Tree Requirement :

Site Open Space - 108,634 SF
(Excludes Outlet A)
Open Space Tree Requirement - 132 trees required
(1 / 1500 SF)
178 trees provided
* excludes parkway trees and TH foundation plantings
* includes Common Area Canopy, Evergreen and Ornamental Trees

project:

Kensington Fields

Hassell Road
Hoffman Estates, Illinois

sheet description:

Typical Townhome Landscape Package

owner:



scale: 1" = 15' 0"

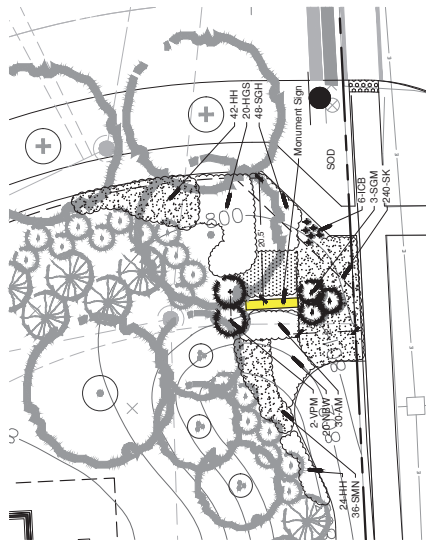
North:

revisions:
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 2. 02.2024
 3. 03.2024
 4. 04.2024
 5. 05.2024
 6. 06.2024
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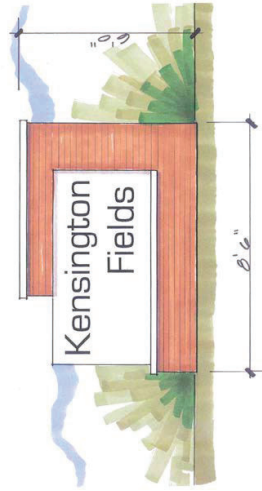


**Hassell Road
Hoffman Estates, Illinois**

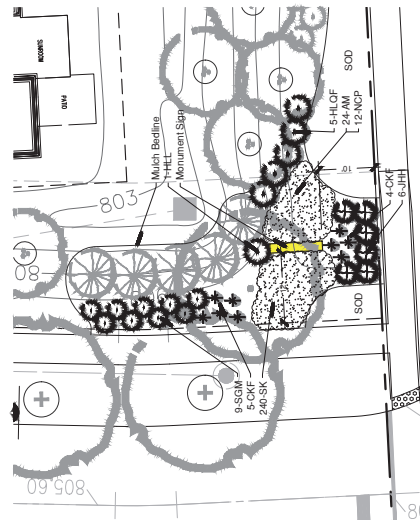
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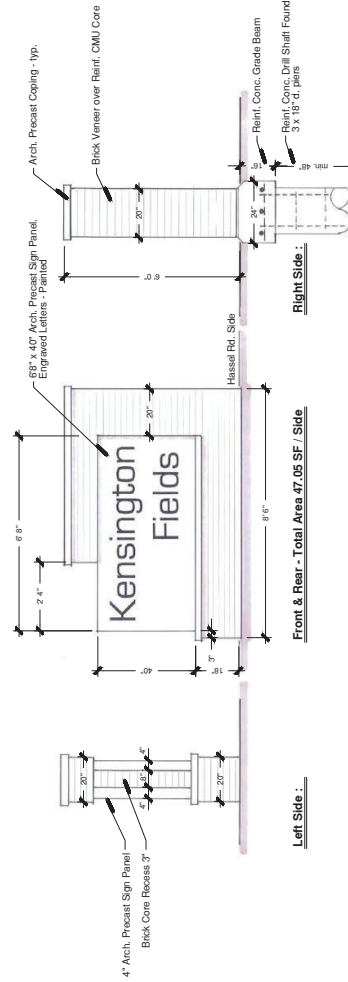
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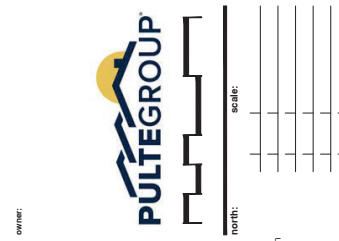
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revisions:

no.	date	description
Δ	6.20.2024	New Village Review Memo dated 6.14.2024

original issue date: 24 May 2024

drawn by: _____

checked by: _____

project no.: 24005

sheet no.: _____

project:

Kensington Fields

Hassell Road
Hoffman Estates, Illinois

sheet description:

Existing Tree Inventory & Preservation Details

creator:



north: _____

scale: _____

revisions:

1	0.10.2024	NO TYPICAL THIS SHEET
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original issue date: **24 May 2024**

drawn by: _____

checked by: _____

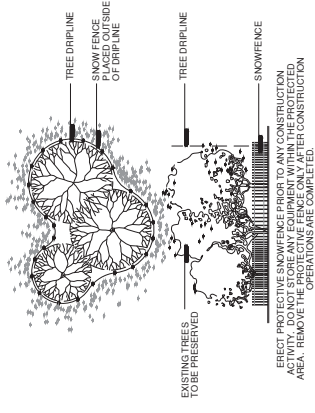
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Tree Inventory Table :

Tag No.	Common Name	Size	Condition	Comments	S/R
2285	Spruce	14	Fair	One-Subd	S
2286	Black Alder	M/S	Good		S
2287	Norway Spruce	18	Good		S
2288	Norway Spruce	18	Good		S
2289	Norway Spruce	18	Good		S
2296	River Birch	3x12	Fair		S
2301	Norway Spruce	30	Excellent		S
2302	Silver Maple	28	Good	Off-Site	S
2305	Norway Maple	28	Good		S
2306	Colorado Spruce	12	Fair	Puned up to 8'	R
2307	Colorado Spruce	12	Fair	Puned up to 8'	R
2308	Colorado Spruce	12	Dead	Puned up to 8'	R
2309	Colorado Spruce	12	Fair	Puned up to 8'	R
2310	Colorado Spruce	12	Poor	Puned up to 8'	R
2311	Colorado Spruce	12	Fair	Puned up to 8'	R
2312	Colorado Spruce	12	Fair	Puned up to 8'	R
2319	Autumn Blaze Maple	9	Fair	Frost Crack	R
2439	Swamp White Oak	7	Excellent	Off-Site	S
2440	Swamp White Oak	7	Excellent	Off-Site	S
2441	Swamp White Oak	7	Excellent	Off-Site	S
2442	Swamp White Oak	7	Excellent	Off-Site	S
2443	Swamp White Oak	7	Excellent	Off-Site	S
2446	Black Alder	10	Fair		S
2447	Bowlder	8	Fair		S
2448	Cedar	8	Fair	In Rip-Rap	S
2449	Cedar	8	Fair	Pile Screen	S
2452	Spruce	12	Fair	Thornst	R
2351	Cockspur Hawthorn	M/S	Fair	Thornst	R
2351	Cockspur Hawthorn	M/S	Fair	Thornst	R
2350	Cockspur Hawthorn	M/S	Fair	Thornst	R
100	Serviceberry	8'	Fair	Hassell Parkway	S
101	Serviceberry	6'	Fair	Hassell Parkway	S
102	Serviceberry	8'	Good	Hassell Parkway	S
103	Redbud	10'	Fair	Hassell Parkway	S
104	Magnolia	8'	Fair	Hassell Parkway	S
105	Redbud	10'	Poor	Hassell Parkway	R



Typical Tree Preservation Fencing

NIS

Tree Preservation Notes :

1. Tree Removal Permit Required: A tree removal permit shall be required for the removal of any tree in the woodland. No person shall directly or indirectly remove, damage or destroy a woodland without having secured a TAP.
2. The Owner or their designee shall be responsible for construction and maintenance of temporary fencing or other tree protection throughout the entire project. The dip line area is the ground under a tree canopy from the trunk to the outermost branches.
3. Snow fencing shall be temporarily installed at the dip line protection of trees prior to any construction activities and maintained throughout the entire project. The dip line area is the ground under a tree canopy from the trunk to the outermost branches.
4. Grading and construction equipment shall be forbidden from encroaching within the dip line of a tree.
5. No construction activity, no cement, no dirt, no placement of equipment or materials or storage shall be permitted within the dip line of a tree. If a tree is to be removed, it shall be removed in a way that does not damage the tree canopy or the health of the tree. No excess dirt or debris shall be allowed to accumulate within the dip line of a tree.
6. No alterations, fences, or wires, other than those approved for safety, lighting or wrapping, shall be attached to trees during the construction period.
7. No equipment shall be allowed within the dip line of any tree designated for preservation only if tree trunks and branches are protected when construction must occur within tree dip line.
8. To improve the survival rate of trees, cool pruning and/or thinning shall be performed in accordance with industry standards and practices and where indicated on the plan.

Tree Survey Date :

Existing tree inventory and rating completed by Signature Design Group on April 16, 2024. Location Survey and Tree Tagging prepared by CEMCON, Ltd. in Spring 2024.

Condition Rating Key :

Rating	Description	General Criteria
5 Excellent	The tree is typical of the species, has less than 10% deadwood in the crown that is attributable to normal causes, has no other observed problems, and requires no remedial action.	
4 Good	The tree is typical of the species and / or has less than 20% deadwood in the crown, only 1 or 2 minor problems that are easily corrected with normal care.	
3 Fair	The tree is typical of the species and / or has less than 40% deadwood in the crown, only 1 or 2 minor problems that are easily corrected with normal care, but the tree must have normal care in order to minimize the impact of future stress and to ensure continued health.	
2 Poor	The tree is not typical of the species and / or has over 50% deadwood in the crown, major decay or other problems that require remedial action, or the tree shows signs of decline.	
1 Dead	Less than 10% of the tree shows signs of life.	

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE GRANTING AN AMENDMENT TO THE POPLAR CREEK RPD
GENERAL PLAN OF DEVELOPMENT, PRELIMINARY AND FINAL PLAT OF
SUBDIVISION, PRELIMINARY AND FINAL SITE PLAN, MASTER SIGN PLAN, AND
A VARIATION FROM THE MUNICIPAL CODE FOR KENSINGTON FIELDS
TOWNHOMES LOCATED AT
1950 HASSELL ROAD, HOFFMAN ESTATES, ILLINOIS**

WHEREAS, the Planning and Zoning Commission, at a public hearing duly called and held according to law on October 2, 2024, considered the following requests by CDK Global, LLC (owner) and PulteGroup (applicant and contract purchaser) for the Kensington Fields Townhomes development located at 1950 Hassell Road, and shown on Exhibit “A” attached hereto and made a part hereof:

- A. An amendment to the Poplar Creek RPD General Plan of Development to allow attached single-family residential use instead of 4-story or less office use.
- B. Preliminary and Final Plat of Subdivision.
- C. Preliminary and Final Site Plan, Master Sign Plan, and a Variation from Section 9-3-6-K-1 of the Municipal Code to allow garages to be 375 square feet instead of the required 440 square feet.

All the above is to accommodate the Kensington Fields Townhomes (“Development”); and

WHEREAS, the Planning and Zoning Commission adopted certain Finding of Fact and recommended approval of the Development as outlined in the Findings and Recommendations Summary attached hereto and made a part hereof as Exhibit "B"; and

WHEREAS, the Village Board has received and considered said Findings of Fact and recommendation; and

WHEREAS, the proposed Variation and Master Sign Plan have met the standards set forth in the Municipal Code;

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

Section 1: The Village Board hereby finds that the facts and statements contained in the preamble of this Ordinance are true.

Section 2: An amendment to the RPD General Plan of Development is hereby granted to allow attached single family residential in place of 4-story or less office.

Section 3: The Village President and Village Clerk are hereby authorized to sign and attest to the Plat of Subdivision attached hereto as Exhibit “C” and the Village Clerk hereby authorized to cause said Plat of Subdivision to be recorded with the Cook County Recorder of Deeds.

Section 4: Preliminary and Final Site Plan, Master Sign Plan attached hereto as Exhibit “D”, and a Variation from Section 9-3-6-K-1 of the Municipal Code to allow garages to be 375 square feet instead of the required 440 square feet is hereby granted, subject to the following conditions:

- A. The building permit for the Development shall be obtained within twelve (12) months of the Village Board action on this request.
- B. Masonry wainscot wraps on the end unit elevations facing Hassell Road are required as outlined in the Elevations date June 28, 2024.
- C. A waiver from Section 10-3-2-C-2-b is granted to allow a road centerline radius reduction from 95’ to 90’.
- D. A waiver from Section 10-4-4-F-2 is granted to eliminate the required shade tree in the front of each home due to the limited space between drives.
- E. A dormant Special Service Area (SSA) must be established prior to the issuance of the first building permit for the Development (excluding demolition and site development permits).
- F. The applicant shall submit master sets of townhome plans for review and approval by the Village staff prior to the submittal of any individual building permits for the Development.
- G. At the time of subdivision acceptance, the subdivision improvements shall be accepted as a single unit. Acceptance shall be done in accordance with the Municipal Code.

- H. The HOA Declarations shall be recorded prior to the issuance of the second building permit for the Development (excluding demolition and site development permits).
- I. The model parking area as noted on sheet L.101 is subject to engineering review as part of the site plan permit and may be modified based on grading, access location or other engineering concerns.
- J. A performance guarantee based on an Engineers' Estimate of Cost shall be submitted to the Village prior to issuance of the site development permit.
- K. A permit from the Metropolitan Water Reclamation District (MWRD) shall be provided prior to site construction commencing.
- L. Cash contribution in lieu of school and park land donation must be submitted prior to the issuance of any building permit for the Development as provided for in 10-9-2 G. of the Municipal Code, at a rate of \$165,000 per acre of required land dedication (Elementary School District 54 - \$64,358, High School District 211 - \$14,778, Hoffman Estates Park District - \$149,781).
- M. A Statement of Awareness, provided by the Village, shall be recorded for each townhome unit. The statement shall be required to be signed by all prospective purchasers at time of contract. Copies of the signed Statement of Awareness must be provided to the Village prior to the issuance of a building permit. If no purchaser has been identified at the time of the building permit issuance, then the developer shall provide a copy when a contract is signed. In addition to the signed letter, a board with the Statement of Awareness enlarged to a size not less than 24x36 inches shall be posted in the sales office, and additional copies shall be available to be taken away by the customer with the other materials provided at the sales office. The posted notice and additional copies shall be located in a conspicuous area that is accessible to the public.
- N. Fire Department and emergency access to the property shall be maintained at all times. Petitioner shall make any adjustments on the site as needed for access as per direction by the Village.
- O. In accordance with Municipal Code, construction hours shall be limited to 7 a.m. to 7 p.m. Monday through Friday, and 8 a.m. to 6 p.m. Saturday and Sunday.
- P. Staff will work with applicant to revise language in HOA declarations as discussed at 10/2/24 PZC meeting.
- Q. The following documents and plans, all on file with the Village, are hereby approved and constitute the final site plan approval for the Development:
 - 1. Final Civil Engineering Plans updated through 6/21/24.
 - 2. Final Plat of Subdivision for Kensington Fields updated through 9/11/24.
 - 3. Final Landscape Plans updated through 6/28/24.
 - 4. Elevations updated through 6/28/24.
 - 5. Community Impact Statement and attachments dated May 2024.
 - 6. Traffic Study dated May 23, 2024.
 - 7. Final Stormwater Report dated May 24, 2024.
 - 8. Declarations for the Kensington Fields Townhomes.
 - 9. Statement of Awareness for Kensington Fields Townhomes.
 - 10. Application and Addendum as submitted by the applicant.

Section 5: The Village Clerk is hereby authorized to publish this Ordinance in pamphlet form.

Section 6: This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2024

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 _____, 2024

Village President

ATTEST:

Deputy Village Clerk

Published in pamphlet form this _____ day of _____, 2024.



AGENDA ITEM REPORT

Village Board of Trustees

October 7, 2024

ITEM 8A

REQUEST: Approval of the Third Amended and Restated Development Agreement for the 16-acre Plum Farms Property

FROM: Peter Gugliotta, Director of Development Services

ITEM TYPE: Agreement - Village Board

REQUEST SUMMARY

On August 5, 2024, the Planning, Building and Zoning Committee directed staff to prepare a formal amendment to extend the deadline for removal of the existing mulch sales and equipment storage uses on the 16-acre Plum Farms property at the northwest corner of Old Sutton and Higgins Roads. The committee direction was to extend the expiration date to August 5, 2025.

The attached amendment provides for this extension (see revised Section 5, Paragraph D), and it also updates dates and contact names/addresses, where appropriate.

FINANCIAL IMPACT

Not Applicable

RECOMMENDATION

Approval of the Third Amended and Restated Development Agreement for the 16-acre Plum Farms Property

ATTACHMENTS

1. Plum Farms 16-Acre Development Agreement -amended 10-7-2024.OWNER_SIGNED

Above Space for Recorder's Use Only

**THIRD AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

by and between

**PLUM FARMS OSR72 LLC,
RUBINA REALTY CORPORATION**

and

VILLAGE OF HOFFMAN ESTATES

Dated as of May 1, 2017

Amended as of June 17, 2019

2nd Amendment as of August 7, 2023

3rd Amendment as of October 7, 2024

**(16-Acre Property at Northwest Corner of
State Route 72 and Old Sutton Road)**

Prepared by and, after recording, return to:

Matthew E. Norton, Esq.
Burke, Warren, MacKay & Serritella, P.C.
330 North Wabash, 21st Floor
Chicago, Illinois 60611
(312) 840-7085

Subsequently amended by:

Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169
847-781-2603

DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT
(16-Acre Property at Northwest Corner of
State Route 72 and Old Sutton Road)

THIS AGREEMENT is made and entered into as of the 1st day of May, 2017 (the "**Effective Date**") and is by and between the Village and Owner (collectively, the "**Parties**") and amended as of the 17th day of June, 2019, the 7th day of August, 2023, and the 7th day of October, 2024.

Section 1. RECITALS.

A. Owner is the sole fee simple owner of certain real property, consisting of approximately 16 acres, currently located within the corporate boundaries of the Village, which property is legally described on **Exhibit A** attached hereto (the "**16-Acre Property**").

B. Owner's predecessor (Chicago Title and Land Trust Company, as Successor Trustee to Norstates Bank Under Trust No. 204559), the Village, and Plum Farms OSR72 LLC entered into that certain "Development Agreement by and between Chicago Title and Land Trust Company, as Successor Trustee to Norstates Bank Under Trust No. 204559, Plum Farms OSR72 LLC, and Village of Hoffman Estates," dated as of January 5, 2009 and recorded with the Cook County Recorder of Deeds as Document No. 0901455002 (the "**2009 Agreement**").

C. The 2009 Agreement governs the development of the 16-Acre Property. The Parties to this Agreement desire, upon approval of this Agreement, to terminate the 2009 Agreement.

D. The 16-Acre Property is contiguous to the 24-Acre Property and the 145-Acre Property. The 24-Acre Property was annexed to the Village pursuant to the 2004 Annexation Agreement. The 145-Acre Owner has requested that the Village annex the 145-Acre Property in accordance with the 145-Acre Annexation Agreement.

E. The Owner desires that the 16-Acre Property, the 24-Acre Property, and the 145-Acre Property (collectively, the "**185-Acre Property**"), be developed as a cohesive, comprehensive, approximately 185-acre master development, in general accordance with the Plum Farms Concept Plans attached hereto as **Exhibit G**. The 145-Acre Property, the 16-Acre Property, and the 24-Acre Property are generally depicted as Lot 1, Lot 2, and Lot 3, respectively, in the Final Plat of Subdivision.

F. In furtherance of the master development of the 185-Acre Property, Owner or its representative has applied for or requested certain development approvals for the 16-Acre Property, including the approval of this Agreement, which includes the Amended C-MU Design Guidelines and Standards, and the Zoning Text Amendment Ordinance. Owner, or Owner's affiliates, have also applied for or requested certain development approvals that will benefit the entire 185-Acre Property, including (1) the approval of the 145-Acre Annexation Agreement for the 145-Acre Property, (2) the approval of certain amendments to the Zoning Code and, specifically, the creation of the Traditional Neighborhood District, which would govern the 145-Acre Property, (3) the approval of a development agreement for the 24-Acre Property, and (4) the approval of the Final Plat of Subdivision for the 185-Acre Property.

43 **G.** The Parties acknowledge that (1) if the Village approves the 145-Acre
44 Annexation Agreement, the 145-Acre Property will be classified in the Traditional
45 Neighborhood District, a new zoning district created pursuant to the 145-Acre Annexation
46 Agreement, (2) the 24-Acre Property and the 16-Acre Property are already classified within
47 the C-MU District and, (3) Owner, in furtherance of the master development of the 185-Acre
48 Property, may seek to re-classify portions of the 16-Acre Property into the Traditional
49 Neighborhood District.

50 **H.** The Village has held all public meetings and hearings required for it to
51 consider and approve the matters approved herein.

52 **I.** This Agreement is entered into pursuant to all applicable authority, including
53 without limitation the Village's home rule powers and authorities under Article VII, Section
54 6 of the Illinois Constitution and the Village's powers and authorities under the Illinois
55 Municipal Code, 65 ILCS 5/1-1-1, *et seq.*

56 **Section 2. DEFINITIONS.**

57 All terms with initial capitalized letters in this Agreement shall have the meanings
58 ascribed to them (1) in the Recitals in Section 1 above, (2) in this Section 2, and (3) otherwise
59 in the body of this Agreement. Whenever used in this Agreement, the following terms shall
60 have the following meanings:

61 **"145-Acre Annexation Agreement"**: An annexation agreement between the Village
62 and the 145-Acre Owner in the form executed by the 145-Acre Owner, and, if approved by
63 the Corporate Authorities, applicable to the 145-Acre Property.

64 **"145-Acre Owner"**: All fee simple owners of the 145-Acre Property.

65 **"145-Acre Property"**: The real property legally described on **Exhibit B** to this
66 Agreement.

67 **"2004 Annexation Agreement"**: The "Annexation Agreement by and between
68 Hinsbrook Bank and Trust, as Trustee Under Trust No. 01-056, Hinsbrook Bank and Trust,
69 as Trustee Under Trust No. 01-057, Rubina Realty Corporation, Yamo's Enterprises L.L.C.
70 and Village of Hoffman Estates," dated as of September 27, 2004 and recorded as Document
71 No. 0427339109.

72 **"24-Acre Owner"**: All fee simple owners of the 24-Acre Property.

73 **"24-Acre Property"**: The real property legally described on **Exhibit C** to this
74 Agreement.

75 **"Agreement"**: This Development Agreement for the 16-Acre Property.

76 **"Amended C-MU Design Guidelines and Standards"**: The architectural and
77 design guidelines and standards that apply to development on the 16-Acre Property and are
78 attached hereto and incorporated herein as **Exhibit E**.

79 **"Applicant"**: A person or entity seeking to develop a Development Parcel.

80 **“Application”**: An application submitted by an Applicant seeking approval of Plans
81 for development of a Development Parcel, in accordance with procedures established in the
82 Village Code.

83 **“Approved Documents”**: (1) This Agreement, including the Amended C-MU Design
84 Guidelines and Standards; (2) the C-MU Provisions; (3) the Approved Stormwater Plans; (4)
85 Final Plans; and (5) any other document relating to the development of the 16-Acre Property
86 that is lawfully approved by the Village.

87 **“Approved Stormwater Plans”**: The “Stormwater Improvement Plans for Plum
88 Farms”, prepared by Spaceco, Inc., dated April 17, 2015, stamped by Brett Duffy on April 22,
89 2015, including sheets 1 through 31, and approved by the Village on April 27, 2015, as they
90 may be further amended by Owner and approved by MWRD and the Village.

91 **“C-MU District”**: The Commercial/Mixed-Use Zoning District as defined in the
92 Village Code.

93 **“C-MU Provisions”**: The provisions of the Zoning Code governing the C-MU District
94 as of the Effective Date, as amended by the Zoning Text Amendment Ordinance attached to
95 this Agreement as **Exhibit D**.

96 **“Completion and Maintenance Guarantee”**: The completion and maintenance
97 bond for Public Improvements to be installed pursuant to this Agreement, which shall equal
98 one hundred ten percent (110%) of the costs for such Public Improvements, and which shall
99 be in the form (1) made generally applicable to public improvements pursuant to the Village
100 Code or (2) if the Village Code does not provide for such a form, in a form reasonably
101 acceptable to the Village.

102 **“Corporate Authorities”**: The President and Board of Trustees of the Village.

103 **“Creditable Road Improvement Costs”**: The (1) costs of constructing, designing,
104 surveying land and improvements for, and obtaining permits for, Creditable Road
105 Improvements and (2) the value of any land or easement rights dedicated or conveyed by
106 Owner to, and accepted by, any governmental agency for the construction of a Creditable
107 Road Improvement. The Parties agree that the Creditable Road Improvement Costs are
108 lawful credits under Village Ordinance No. 2741-1995, entitled, “An Ordinance Authorizing
109 the Village of Hoffman Estates’ Fair Share Road Improvement Impact Fee Ordinance.”

110 **“Creditable Road Improvements”**: The following improvements:

- 111 (1) installation of a new right turn lane on Illinois Route 72 for westbound traffic
112 turning north on Old Sutton Road,
- 113 (2) installation of a second left turn lane on Illinois Route 72 for eastbound traffic
114 turning north on Old Sutton Road,
- 115 (3) installation of a new right turn lane on Old Sutton Road for southbound traffic
116 turning west on Illinois Route 72,
- 117 (4) installation of any new through lanes along with the length of any tapers along
118 Old Sutton Road, and

- (5) installation of a new right turn lane for southbound traffic on Illinois Route 59 turning west on Illinois Route 72,

and the following work associated with the above installations:

- (1) earthwork, erosion control, landscaping, and similar work,
- (2) the removal of any existing pavement,
- (3) the installation of new pavement,
- (4) the installation of curb and gutter,
- (5) the installation, relocation, or modification of any light poles, conduit, utilities, and
- (6) the installation, relocation, or modification of traffic control signals, signs, or devices.

“Developer Owner”: If all of the 16-Acre Property is owned by Owner or a single Successor, then Owner or such Successor is the “Developer Owner”. If the 16-Acre Property is owned by multiple owners, then the Developer Owner is each owner designated by Owner, in a writing provided to the Village, as a “Developer Owner”. Owner’s right to designate Developer Owners in writing is a personal right and does not run with the land.

“Development Parcel”: All or a portion of the 16-Acre Property proposed for development by an Applicant.

“Existing Uses”: Storage and related uses on the 16-Acre Property, including the sale of any existing material stored on the 16-Acre Property, permitted pursuant to an August 2, 1993, “Development Understanding” (attached as **Exhibit F**) between the previous owner of the 16-Acre Property and the Village.

“Final Plans”: Collectively, the final site plan, plat of subdivision, engineering plans, landscape plans, lighting plans, building elevation plans, floor plans, and any other plans or documents submitted in an Application for a Development Parcel that are required by the Village Code to be approved prior to development of such Development Parcel and that have been approved by the Village in accordance with the Village Code.

“Final Plat of Subdivision”: The Final Plat of Plum Farms Subdivision attached to this Agreement as **Exhibit H**.

“IDOT”: Illinois Department of Transportation.

“Impact Fee”: A fee, payment, or dedication of land or improvements paid or made to the Village or to any other governmental agency intended to pay or provide for public facilities, property, services, programs, or activities that are, or could be, made necessary by the development of the 16-Acre Property.

“Initial Traffic Study”: The traffic study dated September 14, 2016, prepared by KLOA and titled “Traffic Impact and Site Access Analysis Plum Farms Conceptual Master Plan Hoffman Estates, Illinois” and attached hereto as **Exhibit I**.

156 **“Maximum Number of Dwelling Units”**: The Maximum Number of Dwelling Units
157 is one thousand two hundred fifty (1,250).

158 **“MWRD”**: Metropolitan Water Reclamation District of Greater Chicago.

159 **“Neighborhood”**: Each of the areas identified on the “Concept Neighborhood Plan”
160 that is included within the Plum Farms Concept Plans (specifically, Area A, Area B, Area C,
161 Area D, Area E, Area F, and Area G) is a Neighborhood.

162 **“Owner”**: Plum Farms OSR72 LLC, an Illinois limited liability company and Rubina
163 Realty Corporation, an Illinois corporation, are the Owner.

164 **“Owners Association”**: An owners association, condominium association, or similar
165 entity that has the ability and obligation to maintain the Stormwater Improvements.

166 **“Phase”**: A phase of development for the 16-Acre Property in which one or more
167 Development Parcels is developed.

168 **“Plan”**: A preliminary or final site plan, plat of subdivision, engineering plan,
169 landscape plan, lighting plan, building elevation plan, or floor plan for a Development Parcel
170 that is required by the Village Code to be approved prior to development of such Development
171 Parcel.

172 **“Plum Farms Concept Plans”**: Conceptual plans for development of the 185-Acre
173 Property, which plans are titled “Concept Neighborhood Plan,” “Concept Utility Plan,”
174 “Concept Stormwater Plan,” and “Concept Transportation Plan,” and are attached hereto as
175 **Exhibit G**. The Plum Farms Concept Plans are not Approved Documents and are not
176 deemed to be Final Plans or approved preliminary site plans pursuant to Section 10-2-2-E of
177 the Village Code.

178 **“Public Improvements”**: Public Road Improvements and Public Sanitary Sewer and
179 Water Improvements.

180 **“Public Road Improvements”**: Road Improvements designated on a Final Plan as
181 public Village rights of way or improvements, which will include stormwater improvements
182 that serve roads and that are within either (1) a dedicated public road right of way or (2) a
183 maintenance easement, within which the Village has accepted primary maintenance
184 responsibility.

185 **“Public Sanitary Sewer and Water Improvements”**: Those portions of the
186 Sanitary Sewer Improvements and Water Improvements that are required by the Village to
187 be dedicated or conveyed to the Village in accordance with Village Code.

188 **“Requirements of Law”**: All applicable federal, state, and local laws, statutes, codes,
189 ordinances, resolutions, orders, rules, and regulations.

190 **“Road Improvements”**: All (1) roads, (2) stormwater improvements that serve roads,
191 and (3) related utilities, landscaping, sidewalks, traffic signals, and street lights, that are
192 necessary to serve the 16-Acre Property.

193 **“Sanitary Sewer Improvements”**: All sanitary sewer mains, collection lines, lift
194 stations, and all other improvements necessary or desirable for the collection of sanitary
195 sewage generated by the 16-Acre Property.

196 **“Stormwater Improvements”**: All storm sewers, detention systems, stormwater
197 detention or retention basins, and compensatory storage facilities that are necessary or
198 desirable to convey stormwater drainage from, or store stormwater drainage on, the 185-Acre
199 Property in accordance with this Agreement, the Approved Stormwater Plans, the Village
200 Code, and other Requirements of Law. Stormwater Improvements do not include stormwater
201 improvements that serve roads and that are within either (1) a dedicated public road right of
202 way or (2) a maintenance easement, within which the Village has accepted primary
203 maintenance responsibility.

204 **“Subdivision Code”**: Chapter 10 of the Village Code, as it has been and may in the
205 future be amended.

206 **“Successor”**: A future fee simple owner of any portion of the 16-Acre Property.

207 **“Term”**: The period during which this Agreement is effective, which shall commence
208 upon the Effective Date and shall terminate on the date that is fifteen (15) years after the
209 Effective Date.

210 **“Village”**: Village of Hoffman Estates, an Illinois home rule municipality located in
211 Cook and Kane Counties, Illinois.

212 **“Village Code”**: The Municipal Code of Hoffman Estates, Illinois, as it may in the
213 future be amended.

214 **“Water Improvements”**: All water mains, distribution lines, water booster pump
215 stations, and all other improvements that are necessary or desirable for the provision of
216 potable water to the 16-Acre Property.

217 **“Zoning Code”**: Chapter 9 of the Village Code, as it has been and may in the future
218 be amended.

219 **“Zoning Text Amendment Ordinance”**: An ordinance amending the Zoning Code
220 to amend the C-MU District in the form attached hereto as **Exhibit D**.

221 **Section 3. ZONING AND SUBDIVISION.**

222 **A. Zoning Text Amendment Ordinance.** On the Effective Date, the Corporate
223 Authorities shall adopt the Zoning Text Amendment Ordinance in the form attached
224 as Exhibit D amending the Zoning Code provisions governing the C-MU District.

225 **B. Final Plat of Subdivision.** On the Effective Date, the Village shall approve
226 the Final Plat of Subdivision (**Exhibit H**). Within three business days thereafter, the
227 Village shall file the Final Plat of Subdivision for recording in the office of the Cook
228 County Recorder of Deeds.

229 **Section 4. TERMINATION OF 2009 AGREEMENT.** Upon the Parties’ approval of this
230 Agreement, the 2009 Agreement will be terminated.

Section 5. **DEVELOPMENT OF 16-ACRE PROPERTY.**

A. General Rights and Obligations. Owner shall have the right to develop the 16-Acre Property only in accordance with the Approved Documents and Requirements of Law. Without limiting the preceding sentence, the 16-Acre Property shall be developed in accordance with the Amended C-MU Design Guidelines and Standards attached hereto as **Exhibit E**. If there is a conflict between an Approved Document and the Village Code, the Approved Document shall control.

B. Limits on Residential Development.

1. Maximum Number of Dwelling Units. At no time will more than the Maximum Number of Dwelling Units be constructed on the 185-Acre Property. Subject to the limit on the Maximum Number of Dwelling Units stated in the previous sentence, there may be constructed (1) up to 625 dwelling units on Lot 1 in the Final Plat of Subdivision; (3) up to 425 dwelling units on Lot 2 in the Final Plat of Subdivision; and (3) up to 450 dwelling units on Lot 3 in the Final Plat of Subdivision. This Section 5.B.1 may not be amended without the express written approval of the 24-Acre Owner and the 145-Acre Owner.

2. Maximum Height. No building constructed on the 185-Acre Property will exceed the lesser of the maximum height allowed by the Zoning Code and:

- (1) 58 feet, if the building is located in whole or in part within Neighborhood A or B; or
- (2) 90 feet, if the building is located in whole or in part within Neighborhood C or D.

with such height measured from the mean grade elevation within five feet of the building to the highest point of the building, including, but not limited to chimneys, mechanical equipment, parapets, spires, penthouses and the like, but excluding antennas.

3. Remaining Lots. Owner acknowledges that, after the Maximum Number of Dwelling Units has been approved by the Village on the 185-Acre Property, then, for the remaining Term of this Agreement (1) the Village may re-zone any lot, within a Development Parcel, for which a dwelling unit has not been approved, to the Village's R-3 zoning district, (2) such lot may be used only for open space, and (3) Owner will not object to such re-zoning. However, the preceding sentence will not be deemed to limit Owner's right to apply for re-zoning of such a lot upon expiration of this agreement.

4. No Request for Redevelopment Project Area. Owner shall not submit a request to the Village that the Village create a redevelopment project area, pursuant to the Tax Increment Allocation and Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, that includes any portion of the 16-Acre Property, unless it submits with its request a resolution or other written statement from the corporate authorities (or a person duly authorized by the corporate authorities) of each school district that, pursuant to such Act, would be a member of the joint review board for such redevelopment project area, stating that the school district does not object to the submission of such request. The Parties acknowledge that any such statement from the school district will not be deemed to be a formal vote of such school district in its capacity as a member of a joint review board, but only an indication that the school

district does not object to Owner submitting a request to the Village to commence the process of considering a redevelopment project area.

C. No Obligation to Commence Development. Nothing in this Agreement shall be deemed or construed to obligate the Owner to proceed with the development of the 16-Acre Property or construct the Public Improvements. However, if Owner actively undertakes the development of the Property, it will be bound by the obligations of this Agreement.

D. Existing Uses of Property. Owner may continue the Existing Uses on the 16-Acre Property, except that Owner shall cease, or cause to cease, any Existing Use on the earlier of (1) the forty-fifth (45th) day after Owner either (a) sells the 16-Acre Property or any portion thereof to a Successor or (b) August 5, 2025.

E. Phasing of Development; Expiration of Plans and Plats.

1. General Phasing Rights and Obligations. The Owner may develop the entire 16-Acre Property in one single Phase or in multiple Phases, pursuant to the Approved Documents and Requirements of Law. For each Phase, Owner shall apply for Final Plan approval (as required by the Subdivision Code) for the Development Parcel. When developing a Development Parcel, the Owner shall be required (at its cost) to install or construct Public Improvements as required by Village Code.

2. Expiration of Plans. Notwithstanding Section 10-2-2 of the Village Code, Owner will have (1) twenty-four (24) months after the date upon which a preliminary site plan for a Development Parcel is approved to file an Application for a Final Plan for the Development Parcel and (2) twenty-four (24) months after the date upon which a Final Plan for a Development Parcel is approved to obtain a building permit for development within the Development Parcel.

Section 6. VILLAGE ASSISTANCE AND COOPERATION.

A. General. The Village agrees to carry out the terms and objectives of this Agreement, by (1) giving notices, holding hearings, and considering the enactment of resolutions and ordinances and amendments thereto, (2) reasonably cooperating with Owner in Owner's efforts to obtain federal, state, or local grants or funds to develop the 16-Acre Property, including consideration of resolutions and other actions necessary or desirable to support such requests by Owner for grants or funds, all at no cost to the Village, and (3) reasonably cooperating with Owner in Owner's efforts to obtain approvals from other governmental agencies, which may include the execution of applications, permit request, and other documents, all at no cost to the Village.

B. Disconnection. The Village shall not disconnect or exclude the 16-Acre Property or any portion thereof from its corporate boundaries. Owner shall not disconnect the 16-Acre Property or any portion thereof from the Village.

Section 7. APPLICABLE LAW AND PROCEDURES.

A. Approved Documents; Village Codes. The 16-Acre Property shall be developed and used in conformance with the Approved Documents and the Village Code,

except for those amendments or exemptions to the Village Code specifically provided for in this Agreement, and except that, if any provision of the Village Code conflicts with any portion of the Approved Documents, the Approved Documents shall control.

B. Zoning and Subdivision Codes.

1. **Zoning Amendments.** If the Village approves an amendment to the CMU Provisions or takes any other action that has the effect of amending the CMU Provisions (such as imposing a moratorium on uses that are permitted or special uses under the CMU Provisions or amending other portions of the Village Code in a way that is inconsistent with the CMU Provisions) (collectively, a “**Zoning Amendment**”), the Zoning Amendment will not be applicable to the 16-Acre Property, if the Zoning Amendment would limit or condition any of the rights under the CMU Provisions or under any other Approved Document, without the prior, express, written consent of the Owner. Nothing in this Agreement shall be deemed to relieve Owner from compliance with any applicable state or federal law.

2. **Subdivision Code Amendments.** If the Village amends the Subdivision Code (1) within nine (9) years after the Effective Date; and (2) in a manner that limits or conditions any of Owner's rights under any Approved Document or under such Subdivision Code as it exists on the Effective Date, such amendment shall not apply to the 16-Acre Property, unless Owner has expressly consented to it. If an amendment to the Subdivision Code is not prohibited by this Agreement, it shall apply to the 16-Acre Property, but only if it is generally applicable to other property within the Village.

C. **Less Restrictive Codes and Laws.** If Owner is required to comply with a generally applicable provision of the Village Code and, during the Term of this Agreement, such Village Code provision is generally amended so as to be less restrictive than the Village Code as it existed on the Effective Date, then such less restrictive provision of the Village Code shall inure to the benefit of Owner, and Owner may elect to develop the 16-Acre Property pursuant to such less restrictive provision and submit amended documents in an Application to the Village for approval to reflect such lesser restrictions. If, under applicable law, a provision of the Village Code that has been validly enacted pursuant to the Village's home rule authority controls over another less restrictive Requirement of Law enacted by another governmental agency, then the provision of the Village Code will control.

D. Applications for Plans and Work.

1. **Plans.** If an Applicant submits an Application that is in accordance with procedures established in the Village Code, the Village shall review such Application in accordance with the Village Code.

2. **Building Permits and Certificates of Occupancy.** Upon receipt of a complete application for a building permit, any other permit for work, or request for certificate of occupancy, the Village shall review such application or request and promptly respond to such application. If the Village denies a requested permit or certificate, upon Owner's request, the Village shall identify in writing the section or provision of any Village Code or other Requirement of Law relied upon by the Village in denying such permit or request.

3. **No Work Before Backup SSA.** Notwithstanding any other provision of this Agreement (but subject to Section 8.C.2.b), Owner shall perform no work, and the Village will not be obligated to issue a permit for any work, that will have any impact on drainage on the 185-Acre Property, other than work within an existing road right of way that is already improved with stormwater improvements, unless the Village has approved a Backup SSA.

E. No Appearance Review. During the first ten (10) years of the Term of this Agreement, the Village shall not impose any appearance review or architectural review requirements on the 16-Acre Property, except to the extent such requirements may already exist in this Agreement, the Zoning Code, or the Subdivision Code, as of the Effective Date. Nothing in this Section shall be deemed to prevent the Village from reviewing an Application to determine whether it complies with the Amended C-MU Design Guidelines and Standards attached as **Exhibit E**.

F. Traffic Study. The Owner has elected to complete the Initial Traffic Study to establish a framework for analyzing the anticipated combined traffic impacts of development on the 185-Acre Property. Because the Initial Traffic Study is not fully conclusive of all required traffic impacts and improvements, in conjunction with each first Application for approval of a Plan for a Development Parcel, in addition to the Initial Traffic Study, Owner shall prepare and submit to the Village a subsequent traffic study (a “***Subsequent Traffic Study***”) that includes:

- (1) an analysis of turn lane design and length as a factor in determining proposed intersection spacing,
- (2) copies of correspondence with the Cook County Highway Department and IDOT related to the Development Parcel,
- (3) site specific road cross section design and information for local streets within each Development Parcel, including but not limited to, on-street parking areas, on-street/off-street bicycle accommodations, and sidewalks, and
- (4) technical analysis and design to support any pedestrian, bicycle, transit, or related improvement as part of any Development Parcel, including connections to adjacent Development Parcels or planned or existing Village or regional pedestrian/bicycle path networks.

Other than a Subsequent Traffic Study, Owner will not be required to provide any other additional traffic study in conjunction with an Application for approval of a preliminary site plan or Final Plan for a Development Parcel, unless any of the following occur: (1) the effects of traffic resulting from Development Parcels that have been planned or constructed are significantly greater or different than the effects anticipated in the Initial Traffic Study; (2) the traffic and the distribution of trips expected to be generated by the use are significantly greater or different than was expected to be generated from the Development Parcel, as stated in the Initial Traffic Study; or (3) traffic on streets adjacent to or within the 185-Acre Property are significantly greater than the traffic that was expected to be generated, as stated in the Initial Traffic Study, in which case Owner shall prepare an update to the Initial Traffic Study.

399 **Section 8. PUBLIC IMPROVEMENTS.**

400 **A. Public Road Improvements.**

401 **1. Owner's Obligation.** Owner shall construct or cause to be
402 constructed all Road Improvements at no cost to the Village in accordance with
403 Requirements of Law.

404 **2. Completion and Maintenance Guarantee.** Prior to the
405 commencement of construction of any Public Improvements, Owner shall post a Performance
406 and Maintenance Guarantee for the Public Improvements, as required by the Village Code.
407 The Performance and Maintenance Guarantee shall include amounts for the Public Road
408 Improvements, including any Traffic Signals then being constructed.

409 **3. Traffic Signals.** Owner shall install Traffic Signals at such time as
410 they are determined to meet warrants by the appropriate governmental agency at no cost to
411 the Village.

412 **4. Platting and Dedication.** Owner shall dedicate (1) to the Village, the
413 land within which the Public Road Improvements are to be included, (2) to Cook County, the
414 land that is necessary (as agreed by Cook County and Owner) for the Road Improvements for
415 Old Sutton Road, (3) to the State of Illinois, the land that is necessary (as agreed by IDOT
416 and Owner) for the Road Improvements for Routes 59 and 72, all as shown on and pursuant
417 to one or more final plats of subdivision approved by the Village for the 16-Acre Property or
418 a Development Parcel. The dimensions of any land dedicated as right of way shall be
419 determined according to (1) the Approved Documents and Village Code, for Public Road
420 Improvements, (2) Cook County's requirements, for Road Improvements for Old Sutton Road,
421 and (3) IDOT's requirements, for Road Improvements for Routes 59 and 72. Upon
422 completion of construction or installation of any Public Road Improvements, (1) the
423 Owner shall quit claim to the Village, by bill of sale or deed, (a) all such improvements
424 and (b) (to address any potential defect in a statutory plat dedication) the land within
425 which the Public Road Improvements are to be included, as identified on an approved
426 final plat of subdivision and (2) after reviewing and approving the Public Road
427 Improvements, the Village shall accept the Public Road Improvements and thereafter
428 shall assume responsibility for all maintenance, repair, and replacement thereof, in
429 accordance with the Village Code.

430 **B. Sanitary Sewer and Water Improvements.**

431 **1. Owner's Obligation.** Owner shall construct or cause to be constructed
432 all Sanitary Sewer Improvements and all Water Improvements, at no cost to the Village, in
433 accordance with Requirements of Law.

434 **2. Conveyance.** Upon completion of construction or installation of the
435 Public Sanitary Sewer and Water Improvements, in accordance with the Village Code (1)
436 the Owner shall transfer to the Village, by bill of sale, the Public Sanitary Sewer and Water
437 Improvements, with such lien waivers, and other documents that the Village may reasonably
438 require prior to acceptance of such conveyance and (2) after reviewing and approving the
439 Public Sanitary Sewer and Water Improvements, the Village shall accept the Public Sanitary

Sewer and Water Improvements and thereafter shall assume responsibility for all maintenance, repair, and replacement thereof.

3. Village's Obligation. The Village hereby represents and warrants that it will provide adequate water and sanitary sewer service to the 16-Acre Property in sufficient capacity to serve the development of the 16-Acre Property as authorized by this Agreement; provided, however, that such obligation does not require the Village to construct, or pay for the construction of, any Sewer Improvements and Water Improvements.

C. Stormwater Improvements.

1. Owner Obligation. Owner shall construct or cause to be constructed all Stormwater Improvements, at no cost to the Village, in accordance with Requirements of Law. A Stormwater Improvement that serves a specific Development Parcel may be provided in any location on the 185-Acre Property so long as such Stormwater Improvement conforms to the Approved Stormwater Plans and provides the necessary capacities for such development.

2. Dedication and Maintenance.

a. Ownership and Maintenance Obligations. All Stormwater Improvements shall be (1) owned in fee simple and maintained within common areas by the Owner or, pursuant to a recorded declaration (reasonably approved as to form by the Village), an Owners Association, or (2) owned in fee simple by a governmental agency, pursuant to an agreement that obligates the agency to perpetually maintain the Stormwater Improvements. Owner or an Owners Association shall grant to the Village a maintenance easement or easements allowing the Village to maintain the Stormwater Improvements, if the Owner, Owners Association, or government agency fails to do so and such an easement shall be granted prior to, or simultaneously with, any conveyance to any such government agency of any fee simple interest in the Stormwater Improvements.

b. Backup SSA. Owner shall not object to the Village's proposed creation of a special service area that includes the 185-Acre Property, if (1) such proposed special service area is formed for the sole purpose of maintaining Stormwater Improvements on the 185-Acre Property, (2) such proposed special service area is formed on an *ad valorem* basis, (3) any tax to be levied by the Village within the special service area in any year (the "**SSA Tax**") does not exceed a rate of 0.02% of the equalized assessed value of the real property within the 185-Acre Property, and (4) the special service area will not allow the Village to issue any bonds or other debt secured by the full faith and credit of the 185-Acre Property or any SSA Tax (a "**Backup SSA**"). If it creates a Backup SSA, the Village may levy an SSA Tax, and expend any SSA Tax receipts, only as reasonably necessary to abate any failure by Owner or an Owners Association to maintain the Stormwater Improvements. If Owner, in accordance with Requirements of Law, submits a petition to the Village requesting the creation of a Backup SSA that complies with this Section, and the Village does not create the Backup SSA, then, notwithstanding Section 7.D.3, a Backup SSA will not be required prior to the Village's issuance of any permit.

D. Installation of Utilities in State Rights of Way. At Owner's request, and upon submission of an Application and Plans depicting such installation, the Village shall

consider, as part of its review of such Application and Plans, any request by Owner to install, at no cost to the Village, Sanitary Sewer Improvements, Water Improvements, or Stormwater Improvements within the right of way of State Route 72. However, the Village may elect not to support such installation if it determines that its maintenance and replacement obligations with respect to such improvements would be greater than if such improvements were not installed within the rights of way. The Village will not object to the installation of utilities owned or controlled by other entities (such as electric, cable, and natural gas) within such right of way, if such installation would not adversely impact Sanitary Sewer Improvements, Water Improvements, or Stormwater Improvements.

E. Easements and Rights of Way. At Owner's request and at Owner's expense, the Village shall offer such assistance as the Village determines is reasonable to obtain any and all easements or other property rights, permits, or licenses necessary for the installation of the Public Improvements or for trails or paths that are not located on the 185-Acre Property, but will connect to trails or paths within the 185-Acre Property.

F. Tree Survey. The Parties acknowledge that Owner has engaged a professional landscape architect to conduct an investigation to ascertain whether high quality trees are located within the 16-Acre Property and that such landscape architect concluded that no such trees are located within the 16-Acre Property. In light of such findings, Owner will not be required to prepare any tree surveys for the 16-Acre Property.

Section 9. RECAPTURE FEES.

The Village represents and warrants that there are no, and that there will be no, recapture agreements, ordinances, or resolutions entered into or adopted by the Village that apply to the 16-Acre Property or that require Owner to pay any recapture fee or similar fee.

Section 10. CONNECTION, IMPACT, BUILDING PERMIT, AND OTHER FEES.

A. Connection and Tap-On Fees. The Village shall waive all sanitary sewer and water connection production, and tap-on fees applicable to commercial and residential development, including, without limitation, all fees provided for in Section 12-4-8 and 12-4-9 of the Village Code, and all similar fees.

B. Impact Fees and Dedications.

1. Road Improvement Impact Fees. With respect to impact fees applicable to any dwelling units constructed on the 16-Acre Property pursuant to the Road Improvement Impact Fee Law, 605 ILCS 5/5-901, *et seq.*, and the Village's Ordinance No. 2741-1995, entitled, "An Ordinance Authorizing the Village of Hoffman Estates' Fair Share Road Improvement Impact Fee Ordinance," or their successor statutes or ordinances ("***Road Improvement Impact Fees***"), the Owner shall pay all Road Improvement Impact Fees, up to a maximum amount of three hundred and fifty thousand dollars (\$350,000), less credits for Creditable Road Improvement Costs incurred by Owner.

2. School Dedications and Fees.

522 **a. School Construction.** The Village shall determine the
523 estimated population of students who will reside within the entire 185-Acre Property (the
524 “**Estimated Student Population**”), taking into consideration (1) Section 10-9-2 of the
525 Subdivision Code and (2) any demographic study submitted by Owner, as provided in Section
526 10-9-2-A of the Subdivision Code. Owner shall pay cash for school construction purposes
527 based upon the Estimated Student Population determined by the Village.

528 **b. Land Donation.** Owner acknowledges that the Village prefers
529 that Owner donate land, rather than pay fees in lieu of a land donation, to satisfy its
530 obligations to make school donations pursuant to Section 10-9-2 of the Subdivision Code. In
531 furtherance thereof, Owner shall offer to donate to one or more school districts, within which
532 the 185-Property is located, a portion of the 185-Acre Property, that is at least 5.5 acres in
533 size and that is in a location mutually acceptable to the Owner and the Village, to be used for
534 the construction and operation of a school building, related school facilities, and public
535 recreational uses (a “**School Site**”). Owner shall identify its proposed School Site in its
536 Application for the first Development Parcel that will be improved with dwelling units. If a
537 school district or school districts accept Owner’s offer to donate the School Site, then the
538 donation of the School Site will be made by Owner through a final plat of subdivision,
539 although Owner may make its offer, and the school districts may accept or reject such offer,
540 through correspondence or other means. If a school district accepts the donation of a School
541 Site, then, notwithstanding the allocations of maximum dwelling units per Lot in Section
542 6.B.1., Owner, the 24-Acre Owner, and the 145-Acre Owner, in a written notice from all three
543 owners to the Village, may reallocate dwelling units from any Lot or Lots of the Final Plat of
544 Subdivision upon which the School Site is located to any portion of the 185-Acre Property;
545 provided, however, that not more than fifty (50) total dwelling units may be reallocated and
546 such reallocation shall not increase the Maximum Number of Dwelling Units allowed on the
547 185-Acre Property.

548 **c. Fees in Lieu of Land Donation.** If (1) prior to the school
549 district or school district’s acceptance of Owner’s offer to donate the School Site, the Village
550 sends the Owner written notice identifying reasons why Owner’s proposed School Site is
551 insufficient in size and, after good faith negotiations, the Owner and the Village do not agree
552 on the final size of the School Site, (2) the Village and Owner, after good faith negotiations,
553 do not agree on the location of the School Site, or (3) the Village and Owner agree on the size
554 and location of the School Site, but the school district, or school districts, to which the School
555 Site would be dedicated either (a) state in writing that they will not agree to accept the School
556 Site or (b) fail to agree to accept such offer within ninety (90) days after its receipt, then, in
557 lieu of donating a School site, Owner shall pay cash, in accordance with Section 10-9-2 of the
558 Subdivision Code, and, for purposes of calculating such fees in lieu, the Parties will use the
559 Estimated Student Population and the land shall be valued at one hundred eight thousand
560 and nine hundred dollars (\$108,900) per acre.

561 **d. Owner’s Obligations.** If Owner satisfies its obligations
562 pursuant to this Section 10.B.2, it will be deemed to have satisfied all of its obligations to
563 make donations for school purposes under the Subdivision Code. Owner shall not be
564 required to make the additional donations provided for in Section 10-9-2-J of the Subdivision
565 Code. If Owner requests that the portion of the School Site to be used for public recreational
566 purpose be deemed a credit against its obligation to donate land for park site purposes in
567 accordance with Section 10-9-2 of the Subdivision Code, the Village shall determine, in its
568 reasonable discretion, whether such portion qualifies for a credit.

569 **3. Park and Recreation Dedications, Construction, and**
570 **Maintenance.** With respect to dwelling units constructed on the 16-Acre Property, Owner
571 shall dedicate land for park site purposes, all in accordance with Section 10-9-2 of the
572 Subdivision Code; provided however that, (1) with the Village's approval, Owner may pay
573 cash in lieu of certain of its land donation obligations; (2) Owner reserves the right to propose
574 its own demographic study, as provided in Section 10-9-2-A of the Subdivision Code; and (3)
575 if cash is paid in lieu of a land dedication, the land shall be valued at one hundred eight
576 thousand and nine hundred dollars (\$108,900) per acre.

577 **4. No New Impact Fees.** The Village represents and warrants that
578 it does not currently impose or require Impact Fees that apply to the 16-Acre Property,
579 other than those specifically identified in this Section 10.B. The Village shall impose no
580 additional Impact Fees that apply to the 16-Acre Property during the Term of this
581 Agreement.

582 **C. Building Permit Fees.** The Owner shall pay building permit fees as they
583 may be amended from time to time by the Village.

584 **D. Additional Fees; No Special Assessments.** Owner shall not be required to
585 pay any fees imposed by the Village, other than those provided for specifically in Section 10.B.
586 of this Agreement, unless such fees are generally applicable throughout the Village; however,
587 in no event will Owner be required to pay or make any Impact Fee other than those Owner
588 has agreed to pay in Section 10.B. The Village represents and warrants that there are no
589 Village special assessments or Village special service area taxes or assessments that
590 currently affect the 16-Acre Property. If Owner files for bankruptcy or if the sum of
591 Owner's debts is greater than all of its property, at a fair valuation, the provisions of
592 this Section 10.D shall be null and void. Nothing in this Section 10.D shall prevent
593 establishment of a special service area with the consent of, or the absence of an objection
594 by, the Owner, including any Backup SSA that is established in accordance with this
595 Agreement.

596 **Section 11. MODEL HOMES; SALES OFFICE; PROJECT MARKETING**
597 **SIGNAGE.**

598 **A. Model Homes.** The Owner shall have the right to construct one model home
599 on the 16-Acre Property for each different type of dwelling unit intended to be sold to the
600 public, in accordance with a "Model Home Plan" approved by the Village in conjunction with
601 approval of a Final Plan, provided that (1) Owner has applied for and obtained a building
602 permit from the Village for each such model; (2) the street serving such model has been
603 installed and paved with the binder course; (3) Water Improvements, including hydrants,
604 sufficient for fire suppression services for the model have been installed; (4) the Village has
605 reasonably determined that such model can be served by adequate emergency services;
606 (5) the Village has reasonably determined that such model is adequately served by temporary
607 sanitary facilities, such as holding tanks, if permanent sanitary facilities are not
608 available; (6) each model shall be constructed on a lot created in a final plat of
609 subdivision and recorded; and (7) before any model home may be occupied as a residence,
610 it shall be connected to the Sanitary Sewer Improvements and Water Improvements
611 constructed as provided in this Agreement and the Village Code. Any model of a
612 dwelling unit to be developed in a multiple family building may be constructed in a
613 temporary building (including within a sales office or construction trailer authorized

under Section 11.B), so long as such temporary building otherwise conforms to this Section 11.A. The Model Home Plan will depict sufficient parking for visitors to the models and identify the period of time the models will be open to the public.

B. Sales Office; Construction Trailers. The Owner shall have the right to locate and maintain temporary sales and construction offices and trailers on the 16-Acre Property in connection with its marketing and construction activities, in accordance with a “Sales Office and Construction Trailer Plan,” as approved by the Village in conjunction with approval of a Final Plan, provided that the Village has reasonably determined that such structures are adequately served by temporary sanitary facilities, such as holding tanks, if permanent sanitary facilities are not available.

C. Signage. The Owner shall have the right to erect and maintain temporary marketing and directional signage, in accordance with a “Comprehensive Marketing Sign Plan,” as approved by the Village in accordance with Village Code for construction, marketing, and sales activities related to the 16-Acre Property.

D. Removal. If more than twenty-four (24) months has elapsed since the Village issued the most recent occupancy permit for a building on the 16-Acre Property and, during that 24-month time period, the Owner has not applied for a building permit for a building on the 16-Acre Property, then Owner shall (1) either remove, or convert to a habitable dwelling in compliance with all Requirements of Law, such model homes and (2) remove such sales office and project marketing signage.

Section 12. ENFORCEMENT.

A. Remedies. Unless specifically provided otherwise herein, upon a breach of this Agreement, a Party to this Agreement may (1) secure in any court of competent jurisdiction, by an appropriate suit, action, mandamus or other proceeding at law or in equity, (a) specific performance of the covenants and agreements herein contained; (b) damages for failure of performance; or (c) both; and (2) have such other relief as is, by law or in equity, available to it. The Village waives any defense (against any claim filed by Owner) that an adequate remedy at law exists for its failure to (1) adopt the Zoning Text Amendment Ordinance, as required by Section 3.B, (2) approve and record the Final Plat of Subdivision, as required by Section 3.C, or (3) comply with its obligations in Section 7.B of this Agreement; however, the Village does not waive any such defense against any claim brought by a Successor.

B. Cure of Default. Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if the Party claimed to be in breach has, within thirty (30) days after the receipt of such notice, completed the performance of its obligation identified in such notice.

C. No Waiver. The failure of any Party to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, shall not constitute a waiver or relinquishment of any Party’s right thereafter to enforce any such term, covenant, agreement, or condition.

D. No Liability of Corporate Authorities. The Parties acknowledge and agree that each individual member of the Corporate Authorities, if liable for a breach of this Agreement, will be liable in his or her official corporate capacity and will have no personal liability whatsoever for any breach of this Agreement by the Village.

Section 13. GENERAL PROVISIONS.

A. Term of Agreement. This Agreement shall be effective for the Term.

B. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be (1) personally delivered, (2) delivered by a reputable overnight courier, (3) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) delivered by email. Email notices shall be deemed valid only to the extent they are (a) actually received by the individual to whom addressed, and (b) followed by delivery of actual notice in the manner described herein within three (3) business days thereafter. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one (1) business day after deposit for next business day delivery with an overnight courier, as evidenced by a receipt of deposit; or (c) three (3) business days following deposit in the U.S. mail, as evidenced by a return receipt.

Notices and communications to the Owner shall be addressed to, and delivered at, the following addresses:

Plum Farms OSR72 LLC
35W526 Parsons Road
West Dundee, IL 60118
Attention: Anthony Iatarola
Email: ai@5a7.net

with a copy to:

Burke, Warren, MacKay & Serritella, P.C.
330 North Wabash, 21st Floor
Chicago, Illinois 60611
Attention: Matthew E. Norton
Email: mnorton@burkelaw.com

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60169
Attention: Village Manager
Email: eric.palm@vohe.org

with a copy to:

Village of Hoffman Estates

1900 Hassell Road
Hoffman Estates, Illinois 60169
Attention: Corporation Counsel Email: arthur.janura@vohe.org

with copy to:

Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60169
Attention: Village Clerk
Email: patty.richter@vohe.org

By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such Party, but no notice of a change of addressee or address shall be effective until actually received.

C. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

D. Covenants and Agreements Binding.

1. Binding Nature. This Agreement and the agreements, covenants, rights, and promises set forth herein shall run with the land and shall both bind and benefit (1) Owner and (2) any Successor, which will have the same rights and obligations of Owner with respect to any Development Parcel owned by such Successor; however, as stated in Section 5.C, nothing in this Agreement shall be deemed or construed to obligate the Owner or a Successor to proceed with the development of the 16-Acre Property or the construction of public improvements. If Owner or a Successor actively undertakes to develop a Development Parcel, it will be bound by the obligations of this Agreement. Notwithstanding any other provision of this Agreement, if Owner or a Successor has actively undertaken the development of a Development Parcel and commenced construction of Public Improvements, but either (1) such Public Improvements have not yet been completed as required by the Subdivision Code or (2) the guarantee period required by the Subdivision Code has not yet expired, then a Completion and Maintenance Guarantee shall be maintained, to the extent required by the Subdivision Code, until such Public Improvements have been completed and the guarantee period required by the Subdivision Code has expired, even if active development of the Development Parcel has ceased. Nothing in this Agreement shall in any way be deemed to prevent the alienation, encumbrance, or sale of the 16-Acre Property or any portion thereof.

2. Release of Owner. If Owner conveys all of its interest in a Development Parcel, and, at the time of such conveyance, the Subdivision Code requires that a Completion and Maintenance Guarantee be posted and maintained to secure the construction and maintenance of Public Improvements for the Development Parcel being conveyed by Owner, then Owner shall remain liable for its obligations under this Agreement, unless the Successor to the Development Parcel conveyed by Owner files with the Village a new Completion and Maintenance Guarantee, in which case, upon such filing, Owner will be

released of all liability under this Agreement with respect to the Development Parcel that is so conveyed.

E. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

F. Severability. It is hereby expressed to be the intent of the Parties to this Agreement that, if any provision, covenant, agreement, or portion of this Agreement or its application to any person or property is held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement will continue to be valid and enforceable, if they can be interpreted, applied, and enforced, consistent with applicable law, to achieve the purpose and intent of this Agreement, including the intent of any invalid provision.

G. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

H. Exhibits. Exhibits A through I attached hereto are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the exhibit shall control.

I. Amendments and Modifications. No change to this Agreement shall be effective unless and until such change is reduced to writing and approved by the Corporate Authorities and executed by all Developer Owners at the time any modification is intended to be effective, pursuant to all applicable statutory or other procedures. However, if the subject matter of an amendment to this Agreement relates to a portion of the 16-Acre Property only, such amendment may be approved by the Corporate Authorities and executed only by the Developer Owner (or Developer Owners) that own such portion, and need not be executed by any other then-owner of the 16-Acre Property. Notwithstanding any other provision of this Agreement, if Owner no longer owns any portion of the 16-Acre Property, but has failed to designate any Developer Owner, then this Agreement may be amended in writing by the Corporate Authorities and each fee simple owner of each portion of the 16-Acre Property that is directly affected by such amendment.

J. Changes in Laws. Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law shall be deemed to include any modifications of, or amendments to such Requirements of Law as may, from time to time, hereafter occur.

K. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, corporation, or other entity shall be made, or be valid, against the Village or the Owner, and Village and Owner do not intend to confer any benefit upon any such person, firm, corporation, or entity by this Agreement. This Section shall not be deemed to limit the rights of and obligations of Successors.

L. Real Estate Transfer Tax. Owner or its Successors (1) shall pay the Real Estate Transfer Tax, imposed by Section 13-5-2 of the Village Code, or any successor

788 provision, that applies to the initial sale of any dwelling unit on the 16-Acre Property, (2)
789 shall not assign this obligation to any purchaser of any dwelling unit on its initial sale, and
790 (3) shall not receive a credit for this obligation at any real estate closing.

791 **M. No Mortgage.** Owner affirmatively states and represents that currently there
792 is no mortgage or other security interest affecting title to the 16-Acre Property.

793 *(The remainder of this page intentionally left blank. Signature pages to follow.)*

794

795 IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as
796 of the Effective Date.

VILLAGE OF HOFFMAN ESTATES
an Illinois home rule municipality

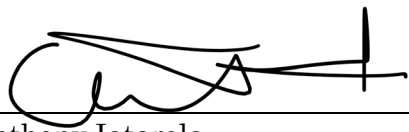
ATTEST:

By: _____
William D. McLeod
Village President

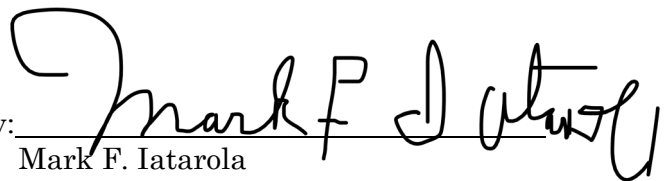
Patty Richter
Village Clerk

PLUM FARMS OSR72 LLC

By: 5a7, L.L.C., its Managing Member

By:  _____
Anthony Iatarola
Manager , 5a7, L.L.C.

RUBINA REALTY CORPORATION

By:  _____
Mark F. Iatarola
President

797

798 STATE OF ILLINOIS)
799) SS.
800 COUNTY OF COOK/KANE)

801 This instrument was acknowledged before me on _____, 2024, by William
802 D. McLeod, the Village President for the Board of Trustees of the VILLAGE OF HOFFMAN
803 ESTATES, an Illinois home rule municipality, and by _____, the
804 _____ of said municipality.

805 _____
806 Notary Public

807 My Commission expires: _____.

808
809 STATE OF ILLINOIS)
810) SS.
811 COUNTY OF COOK)

812 This instrument was acknowledged before me on 9/27/, 2024, by Anthony
813 Iatarola, the Manager of 5a7, L.L.C., which is the Managing Member of PLUM FARMS
814 OSR72 LLC, an Illinois limited liability company.

815 Kari L. Iatarola
816 Notary Public



817 My Commission expires: 11/23/26.

818
819
820
821 STATE OF ILLINOIS)
822) SS.
823 COUNTY OF COOK)

824 This instrument was acknowledged before me on 9/27/, 2024, by Mark F.
825 Iatarola, the President of RUBINA REALTY CORPORATION, an Illinois corporation

826 Kari L. Iatarola
827 Notary Public



828 My Commission expires: 11/23/26.

829
830
831
832

833
834

LIST OF EXHIBITS

Exhibit A	Legal Description of 16-Acre Property
Exhibit B	Legal Description of 145-Acre Property
Exhibit C	Legal Description of 24-Acre Property
Exhibit D	Zoning Text Amendment Ordinance
Exhibit E	Amended C-MU Design Guidelines and Standards
Exhibit F	1993 Development Understanding
Exhibit G	Plum Farms Concept Plans
Exhibit H	Final Plat of Subdivision
Exhibit I	Initial Traffic Study

835

836

EXHIBIT A

837

LEGAL DESCRIPTION OF 16-ACRE PROPERTY

838

839 THAT PART OF THE NORTHEAST 1/4 OF SECTION 32 AND OF THE NORTHWEST 1/4
840 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL
841 MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

842

843 COMMENCING AT THE NORTHEAST CORNER OF SECTION 32, THENCE SOUTH
844 ALONG THE WEST LINE OF SECTION 33, FOR A DISTANCE OF 111.37 FEET TO A
845 POINT IN THE EASTERLY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY
846 RIGHT OF WAY, FOR A PLACE OF BEGINNING; THENCE SOUTH ALONG THE WEST
847 LINE OF SECTION 33 FOR A DISTANCE OF 1,208.29 FEET TO THE NORTH LINE OF
848 THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 33; THENCE EAST ALONG
849 THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 33
850 FOR A DISTANCE OF 1,291.45 FEET TO THE CENTER LINE OF SUTTON ROAD;
851 THENCE SOUTH ALONG THE CENTER LINE OF PUBLIC HIGHWAY KNOWN AS
852 SUTTON ROAD, TO THE INTERSECTION OF SAID CENTER LINE OF SUTTON ROAD
853 WITH THE NORTH LINE OF THE RIGHT OF WAY OF THE ILLINOIS STATE ROUTE
854 72, AS NOW LOCATED; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF
855 STATE ROUTE 72 TO ITS INTERSECTION WITH THE EAST LINE OF RIGHT OF WAY
856 OF THE ELGIN, JOLIET AND EASTERN RAILWAY AND THENCE NORTHERLY
857 ALONG SAID EAST LINE OF THE RAILWAY RIGHT OF WAY, TO THE PLACE OF
858 BEGINNING, IN COOK COUNTY, ILLINOIS.

859

860 **EXHIBIT B**

861 **LEGAL DESCRIPTION OF 145-ACRE PROPERTY**

862
863
864 **PARCEL 1:**

865 THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28,
866 TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN,
867 LYING EAST OF THE EAST RIGHT OF WAY LINE OF ELGIN, JOLIET AND EASTERN
868 RAILROAD, IN COOK COUNTY, ILLINOIS.

869
870 **PARCEL 2:**

871 THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH,
872 RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM
873 STRIP OFF THE WEST END THEREOF CONVEYED TO JERIMIAH H. BROWNING BY
874 DEED RECORDED SEPTEMBER 15TH 1859, AS DOCUMENT 23078 IN BOOK 162,
875 PAGE 619, SAID STRIP BEING THIRTY FOUR AND ONE HALF FEET WIDE AT
876 NORTH END FORTY TWO FEET WIDE AT SOUTH END) IN COOK COUNTY,
877 ILLINOIS.

878
879 **PARCEL 3:**

880 THAT STRIP OF LAND CONVEYED TO JEREMIAH H. BROWNING BY DEED
881 RECORDED SEPTEMBER 15TH 1859, AS DOCUMENT 23078, IN THE WEST 1/2 OF
882 THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9, EAST OF
883 THE THIRD PRINCIPAL MERIDIAN. SAID STRIP BEING THIRTY FOUR AND ONE
884 HALF FEET WIDE AT THE NORTH END AND FORTY TWO FEET WIDE AT THE
885 SOUTH END, IN COOK COUNTY ILLINOIS.

887 **EXHIBIT C**

888 **LEGAL DESCRIPTION OF 24-ACRE PROPERTY**

889

890 THAT PART OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33,
891 TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN
892 DESCRIBED AS FOLLOWS:

893

894 BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER QUARTER
895 SECTION; THENCE SOUTH 89 DEGREES 50 MINUTES 29 SECONDS EAST ALONG
896 THE NORTH LINE OF SAID QUARTER QUARTER SECTION FOR A DISTANCE OF
897 1320.57 FEET TO A POINT LOCATED AT THE NORTHEAST CORNER OF SAID
898 QUARTER QUARTER SECTION; THENCE SOUTH 0 DEGREES 12 MINUTES 18
899 SECONDS EAST ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION
900 FOR A DISTANCE OF 1089.83 FEET TO A POINT LOCATED ON THE NORTHERLY
901 RIGHT OF WAY LINE OF STATE ROUTE 72 AS RECORDED IN DOCUMENT NUMBER
902 12059405 AND REFERRED TO IN THE PLAT OF SURVEY AS DOCUMENT NUMBER
903 12647596, IN COOK COUNTY, ILLINOIS; THENCE NORTH 69 DEGREES 25 MINUTES
904 15 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF STATE
905 ROUTE 72 FOR A DISTANCE OF 1411.73 FEET TO A POINT LOCATED ON THE WEST
906 LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH 0 DEGREES 16
907 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID QUARTER
908 QUARTER FOR A DISTANCE OF 599.26 FEET TO THE POINT OF BEGINNING , IN
909 COOK COUNTY, ILLINOIS.

910

911 (EXCEPT THAT PART TAKEN FOR STREETS)

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EXHIBIT D

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ZONING TEXT AMENDMENT ORDINANCE

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ORDINANCE NO. _____ - 2017

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING
VARIOUS SUBSECTIONS OF SECTION 9-8-3
C-MU COMMERCIAL MIXED USE DISTRICT
OF THE HOFFMAN ESTATES MUNICIPAL CODE

WHEREAS, the Planning and Zoning Commission of the Village of Hoffman Estates, at a public hearing duly called and held according to law on April 5, 2017, considered amendments to Chapter 9 of the Hoffman Estates Municipal Code; and

WHEREAS, the Planning and Zoning Commission made certain Finding of Fact attached hereto and made a part hereof as Exhibit "A" and recommended approval of said amendment to the Board of Trustees; and

WHEREAS, the Corporate Authorities have received and considered said recommendation and find that the standards for a text amendment (Section 9-1-17) have been met.

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

Section 1: That Subsection B.3.h. of Section 9-8-3, C-MU COMMERCIAL MIXED USE DISTRICT, be and is hereby amended to read as follows:

h. Nursery school or day care centers;

Section 2: That Subsection B.12. of Section 9-8-3, C-MU COMMERCIAL MIXED USE DISTRICT, be and is hereby amended to read as follows:

12. Design Guidelines and Standards. If the Village enters into an annexation agreement or a development agreement that governs the development of a parcel of property within the C-MU District, the Village Board may approve, and incorporate in such agreement, Design Guidelines and Standards that are consistent with this Section 9-8-3.B and that apply to the development of such property. When so adopted and incorporated, unless stated otherwise in such an agreement, the Design Guidelines and Standards will control over any conflicting provisions of the Village Code. Review for compliance with adopted Design Guidelines and Standards shall occur during the site plan/subdivision plat approval process. Such agreements must be available for public inspection in the office of the Village Clerk or the Development Services Department.

Section 3: That Subsection C.3.e. of Section 9-8-3, C-MU COMMERCIAL MIXED USE DISTRICT, be and is hereby amended to read as follows:

e. Nursery school or day care centers;

Section 4: That Subsection C.5. of Section 9-8-3, C-MU COMMERCIAL MIXED USE DISTRICT, be and is hereby amended to read as follows:

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5. Area Regulations.

a. Bulk and Dimensional Standards.

(1) Dwelling—One-Family Attached. One-family attached dwellings shall comply with the following bulk and dimensional standards:

Building Type	Minimum Lot Width (ft)	Minimum Setbacks (feet)				Maximum Height (ft)	Minimum Habitable Floor Area (sq. ft.)
		Front/Street Side	Common/Abutting Walls	End Walls	Rear		
One-family attached dwellings on lots with depth of 80 feet or less	20	10	0	7[1]	0	45	1,400
One-family attached dwellings on lots with depth greater than 80 feet	20	10	0	7[1]	20	42	1,400

[1] End walls are exterior walls that are generally parallel to party walls and that do not adjoin or abut another one-family attached dwelling. The setback for end walls is eight feet if one or more of the one-family attached dwellings includes a front-loaded garage.

(2) Dwelling—Two-Family. Two-family dwellings shall comply with the following bulk and dimensional standards:

Building Type	Minimum Lot Area (sq. ft.)	Minimum Lot Width	Minimum Setbacks (feet)			Maximum Height (ft)	Minimum Habitable Floor Area (sq. ft.)
			Front/Street Side	Side	Rear		
Two-family	4,400	40	10	4	20	38	1,400

(3) Dwelling—Multiple. Multiple dwellings shall comply with the following bulk and dimensional standards:

Building Type	Minimum Lot Area (sq. ft.)	Minimum Lot Width	Minimum Setbacks (feet)			Maximum Height (ft)	Minimum Habitable Floor Area (sq. ft.)
			Front/Street Side	Side	Rear		
Multiple dwelling (up to 45 feet in height)	5,500	50	10[1]	7	20	45	600
Multiple dwelling (more than 45 feet in height)	10,000	100	15[1]	10[2]	20	125	600

[1] No front/street side setback required for residential units above ground-floor nonresidential space (mixed-use buildings).

[2] Plus one foot of additional setback per each three feet of building height above 42 feet on sides abutting lots containing one-family attached dwellings.

- (4) Uses Other than Dwellings. All uses other than dwellings shall comply with the following bulk and dimensional standards:

Building Type	Minimum Lot Area (sq. ft.)	Minimum Lot Width	Minimum Setbacks (feet)			Maximum Height (ft)
			Front/Street Side	Side	Rear	
Nonresidential	5,500	50	0	0	0	65

- (5) General Standards.

(a) The Village Board of Trustees shall be authorized to prescribe the minimum lot area for all Special Uses.

(b) The maximum height of antennas and communication towers shall be in accordance with Section 9-3-9.

(c) All principal buildings and accessory parking facilities shall be set back at least 20 feet from state and county road rights-of-way. All principal buildings shall be set back at least 20 feet from any railroad right-of-way, provided that garages and non-habitable accessory buildings are not subject to minimum setbacks from railroad rights-of-way.

(d) Garages that are accessed from alleys shall be set back at least two and one-half feet from the rear property line.

(e) A porch that is covered entirely by a roof that is constructed of materials compatible with those used on the principal structure shall be subject to the setback of the principal structure, or extend up to 6 feet from the principal structure, whichever permits the larger porch.

(f) Detached garages and other accessory buildings shall be allowed within required rear setbacks, except:

(1) detached garages and other accessory buildings shall occupy no more than 480 square feet or 60% of the area of the rear yard, whichever is greater; and

(2) detached garages must be separated from one-story principal buildings by a distance of at least 12 feet and from 2 or more-story principal buildings by a distance of at least 15 feet. Garages attached to principal buildings by a permanent enclosure are not subject to the minimum separation distance requirement of this paragraph.

(g) Garages that are accessed from alleys are expressly exempt from the driveway spacing standards of Section 10-5-4 of the Village Subdivision Ordinance.

(h) When a lot occupied by 3 or fewer dwelling units has direct vehicular access to an alley, no curb cut to an abutting public or private street shall be allowed from such lot.

b. Floor Area Ratio. The total combined floor area ratio of all uses (nonresidential plus residential) within a C-MU mixed-use development shall not exceed 1.2. The total combined floor area ratio of all residential uses within such a mixed-use development shall not exceed 1.0. These FAR limitations apply to the gross area of a mixed-use development, not to individual buildings or individual site plans for phases within a mixed-use development.

Section 5: That Subsection C.11. of Section 9-8-3, C-MU COMMERCIAL MIXED USE DISTRICT, be and is hereby amended to read as follows:

11. Design Guidelines and Standards. If the Village enters into an annexation agreement or a development agreement that governs the development of a parcel of property within the C-MU District, the Village Board may approve, and incorporate in such agreement, Design Guidelines and Standards that are consistent with this Section 9-8-3.C and that apply to the development of such property. When so adopted and incorporated, unless stated otherwise in such an agreement, the Design Guidelines and Standards will control over any conflicting provisions of the Village Code. Review for compliance with adopted Design Guidelines and Standards shall occur during the site plan/subdivision plat approval process. Such agreements must be available for public inspection in the office of the Village Clerk or the Development Services Department.

Section 6: That Subsection C12. of Section 9-8-3, C-MU COMMERCIAL MIXED USE DISTRICT, be and is hereby deleted.

Section 7: The Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 8: This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2017

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Gayle Vandenberg	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2017

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2017.

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EXHIBIT E

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Amended C-MU Design Guidelines and Standards

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EXHIBIT F

1993 DEVELOPMENT UNDERSTANDING

DEVELOPMENT UNDERSTANDING

THIS AGREEMENT, dated this 2nd day of August, 1993, between Milburn Brothers, Inc. ("Owner"), owner of the parcel of property located at the northwest corner of Higgins and Sutton Roads (the "Property"), as legally described on Exhibit "A" attached hereto, and the Village of Hoffman Estates, which parties hereby enter into this Understanding regarding the development of said Property as now located within the corporate boundaries of the Village of Hoffman Estates.

WITNESSETH

WHEREAS, Milburn Brothers, Inc. is the legal title holder of approximately a 17 acre parcel of property located in the northwest corner of Higgins and Old Sutton Roads, as hereinafter legally described in Exhibit "A"; and

WHEREAS, the Property has been annexed by the Owner to the Village of Hoffman Estates, for the purposes of development within the Village; and

WHEREAS, the Village of Hoffman Estates for reasons of expanding its tax base, and generating revenues for the Village, has annexed the Properties to the Village of Hoffman Estates; and

WHEREAS, the parties agree that prior to actual development of the Property, the Owner and/or its agents shall follow the applicable ordinances of the Village of Hoffman Estates (except as may be varied herein), requiring submission of a Community Impact Statement, and public hearings before the Plan Commission and Village Board;

- 1) The above set forth "WHEREAS" clauses are hereby incorporated into the body of this Understanding;
- 2) The Owner of the Property desires that the Property be developed generally for commercial and/or business uses;
- 3) The Owner would seek to have the Property zoned B-2 within the Village of Hoffman Estates for commercial use, along with such other relief as would be required to allow for the development, and the Village agrees that the property will be zoned to a non-residential zoning district;
- 4) The Village of Hoffman Estates desires to maintain the high level of design standards common to other properties in the immediate area. In consideration of this, the owner agrees that Hoffman Estates will attempt to coordinate the design of the buildings, site, landscaping and setbacks so that they shall conform as reasonably close as possible to, and be consistent with, the design concepts found in the standards for adjoining properties within the Village;

EXHIBIT 5 (1 of 2)

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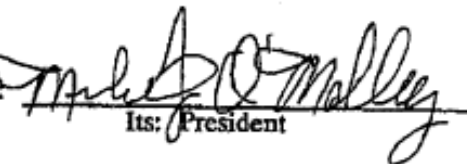
-2-

- 5) Currently, municipal utilities are not located adjacent to the Property. The Developer would request that the commercial uses be served by a private well and either septic field or other on-site sanitary disposal means, until such time as either: a) municipal utilities are brought within a reasonable distance of the site; or b) until the remainder of the site is to be developed;
- 6) The Village of Hoffman Estates recognizes the development desires of the Owner and, by virtue of this Agreement, would agree to process application for development approvals such as would be consistent with parameters set forth herein;
- 7) In consideration of the Village's representation in paragraph 3 therein, the Property has been annexed to the Village of Hoffman Estates which will receive financial benefits from the future development of the Property.
- 8) { The Owner shall be allowed to maintain the now existing storage use on the site until such time as it is developed pursuant to the terms of this Understanding.

WHEREAS, this Agreement is executed by the undersigned, on this 2nd day of August, 1993.

THE VILLAGE OF HOFFMAN ESTATES

MILBURN BROTHERS, INC.

By: 
Its: President

By: 
Its: President

ATTEST:


Village Clerk

EXHIBIT 5 (2 of 2)

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EXHIBIT G

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PLUM FARMS CONCEPT PLANS

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EXHIBIT H

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FINAL PLAT OF SUBDIVISION

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EXHIBIT I

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INITIAL TRAFFIC STUDY

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AGENDA ITEM REPORT

Village Board of Trustees
October 7, 2024
ITEM 8B

REQUEST: Approval of an existing communication antenna license renewal agreement - Olmstead Water Tower

FROM: Jana Dickson, Assistant Corporation Counsel

ITEM TYPE: Agreement - Village Board

REQUEST SUMMARY

The Village and T-Mobile have an existing lease, dated December 22, 2000, to construct and maintain cellular equipment located on the Olmstead Water Tower located at 4690 Olmstead Drive in Hoffman Estates. Due to the recent re-painting of the Olmstead Tower, the T-Mobile equipment had to be moved off the tower to a temporary structure. T-Mobile reached out to the Village to negotiate an extension of its lease before replacing the equipment on the water tower despite there being remaining term on the lease. With the completion of the Olmstead Tower painting project, replacement of the T-Mobile equipment in its new permanent location is important. This license agreement is necessary for installation to occur because it contains updated engineering and location plans for the permanent placement.

Over the past few years, the Village has begun transitioning existing cell equipment leases to licenses. This renewal agreement will transition the Village's relationship with T-Mobile from lessor to licensee and utilizes the Village's current license agreement terms. As a result of this transition, the existing lease agreement will be terminated upon the effective date of the new license agreement.

The initial term of the license agreement will be five years, and the license may renew for three additional five year terms for a total of twenty years. The rates agreed to by T-Mobile align with the Village's rate schedule and are consistent with the rates paid by the other carrier with cell equipment on the tower.

FINANCIAL IMPACT

This license will generate license fees to the Village that align with the Village's rate schedule. Revenue from this agreement is already contemplated in the budget and there is no additional financial impact to the Village.

RECOMMENDATION

Approval of an existing communication antenna license renewal on the Olmstead Water Tower.

ATTACHMENTS

1. CH13233B - License - Village of Hoffman Estates - Village of Hoffman Estates IL - Final Stamped

CH13233B, Hoffman Estate WT

EXISTING COMMUNICATIONS ANTENNA LICENSE RENEWAL AGREEMENT (4690 OLMSTEAD WATER TOWER)

THIS EXISTING COMMUNICATIONS ANTENNA LICENSE RENEWAL AGREEMENT (4690 OLMSTEAD WATER TOWER) (this "License") is effective as of the date of the last signature of the Parties (defined below) below, ("Effective Date") by and between the VILLAGE OF HOFFMAN ESTATES, an Illinois municipal corporation ("Village"), as licensor, and T-Mobile Central LLC, a Delaware limited liability company with its principal office located at 12920 SE 38th Street, Bellevue, WA 98006 ("Licensee") as licensee. Village and Licensee are at times collectively referred to as "Parties" or individually as a "Party".

Recitals

WHEREAS, Village owns the parcel of land located at 4690 Olmstead Drive, Hoffman Estates, Illinois 60192 (the "Land"), together with the water tower (the "Tower") located on the Land. The Land and the Tower are at times collectively referred to as the "Property".

WHEREAS, Village and Licensee (or its predecessor in interest) previously entered into that certain Communications Lease Agreement (Water Tower) dated December 22, 2000, ("Existing Agreement") granting Licensee a lease to construct and maintain an equipment enclosure on the Land and to place certain wireless communications facilities upon the Tower, together with a non-exclusive easement for utilities and ingress and egress for access thereto.

WHEREAS, pursuant to the Existing Agreement, Licensee has in place a wireless communications facility upon the Tower, which includes the placement of antennas, lines and cables on the Tower, with the accompanying electronic equipment cabinets located on a portion of the Land (collectively, the "Existing Equipment").

WHEREAS, Village and Licensee desire to terminate and replace the Existing Agreement in its entirety and thereby allow the Licensee to continue to maintain and operate its Existing Equipment on the Land and upon the Tower, as the case may be, in accordance with the terms and conditions stated herein.

Agreement

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this License, Village and Licensee agree as follows:

1. Recitals. The above recitals are hereby incorporated into and made a part of this License.
2. Existing Agreement. As of the Effective Date herein the Existing Agreement is terminated and of no further force or effect. Licensee shall receive credit for any rent paid pursuant to the Existing Agreement, which shall apply to rental obligations under this License.
3. License of Premises. Subject to the terms and conditions set forth herein, the Village hereby licenses to Licensee and Licensee licenses from Village, the approximately 290 square feet of the Land and the space on the Tower as described in the site plans approved by the Village and attached hereto as Exhibit A, together with the easements for access and utilities as set forth in Section 7 and Section 8 herein (the "Premises").

CH13233B, Hoffman Estate WT

4. Term. The initial term of this License shall be the period commencing on the Effective Date and terminating at midnight on the fifth (5th) anniversary of the Effective Date (the "Initial Term"). The word "Term" refers to both the Initial Term and any Renewal Term (as defined below). Licensee shall have the right to extend this License for three (3) additional, five-year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein. This License shall automatically renew for each successive Renewal Term unless Licensee notifies the Village, in writing, of Licensee's intention not to renew this License, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

5. Permitted Use.

(a) Licensee, its personnel, invitees, contractors, agents, its authorized sublicensees, or authorized assigns ("Authorized Users") may use the Premises only for the transmission and reception of any and all communications signals and for the construction, installation, operation, maintenance, replacement, upgrade and repair of Licensee's Facilities (as herein defined) (collectively, the "Permitted Uses") and for no other use. "Licensee's Facilities" means the radio communications facilities, including Existing Equipment, utility lines, transmission lines, equipment shelters, electronic equipment, radio transmitting and receiving antennas, microwave dishes and global positioning system antennas, and supporting structures thereto installed, owned and operated by an Authorized User. Licensee shall, at its expense, comply with all applicable present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of the Premises.

(b) Licensee shall have the right to modify, supplement, replace with "like for like" equipment, enhance, upgrade, or refurbish Licensee's Facilities, or relocate the same within the designated Premises at any time during the Term of this License to the extent that such changes do not materially differ from Exhibit A. Proposed changes to Licensee's Facilities that will increase Tower loading or exceed the designated Premises will require Village consent. The Village shall respond to Tenant's written request for such changes within thirty (30) days. Notwithstanding anything to the contrary, Licensee shall obtain all necessary governmental and other use permits or approvals including those required by the Municipal Code of Hoffman Estates. Licensee shall provide Village with no less than three (3) days prior written notice before commencing any work described herein.

(c) Village shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing Permitted Uses. If Village does not comply with the terms of this Section 5(c), in addition to any other rights it may have at law, after providing Village with written notice and an opportunity to cure, Licensee may terminate this License and shall have no further liability to Village.

(d) Prior to any material changes of Licensee's Facilities permitted by this License, Licensee, at its sole cost and expense, shall provide Village with a structural report of the Tower prepared by an Illinois-licensed and certified structural engineer.

6. Interference and Testing.

(a) Licensee shall not use the Premises or Licensee's Facilities in any way which interferes with the use of any portion of the Property by Village, or by lessees or licensees of Village with rights in any portion of the Property provided that such lessees' or licensees' installations or uses predate the Licensee's original recording of a Memorandum of License as to the Premises under the Existing Agreement. Similarly, Village shall not use (other than for public safety purposes) nor shall Village permit its lessees,

CH13233B, Hoffman Estate WT

licensees, grantees, employees, invitees or agents to use (other than for public safety purposes) any portion of the Property in any way which materially interferes with the operations of Licensee. Such interference shall be deemed a material breach by the interfering Party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured Party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this License immediately upon written notice.

(b) The Tower is in use and will be during the Term. If required for the operation, use, maintenance, repair or replacement of the Tower, Licensee shall, upon sixty (60) days prior written notice, temporarily cease or modify its operations on the Premises as directed by Village, in order to protect the health, safety and welfare of workers or other persons on the Property. In the event of an emergency involving immediate threat of damage to property or injury to persons, Village will provide as much prior notice as reasonably possible under the circumstances. In particular, Licensee shall temporarily shut down all or a part of Licensee's Facilities whenever Village or its contractors, employees or agents will be working on the Tower portion of the Premises on which Licensee's Facilities are located. If necessary to maintain service during such work, Licensee shall have the right to locate a temporary antenna facility, (e.g. a cell-on-wheels) on the Property, including all utilities associated with the use of the temporary antenna facility. The placement of the temporary facility shall be at a mutually acceptable location.

In addition, Licensee shall install and maintain Licensee's Facilities in a manner which does not reduce the useful life (or increase the maintenance or repair cost) of the Tower or any portion of it. Licensee shall repair any damage to the Tower to the extent caused by Licensee, its employees, contractors or agents.

7. Access. Authorized Users shall have access to the Premises without notice to Village twenty-four (24) hours a day, seven (7) days a week, at no charge. Village grants to Authorized Users a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit A. Licensee shall provide written notice to Village no less than seven (7) days prior to going upon the Tower. Licensee agrees to protect the integrity and security of Village's property by strictly adhering to all ingress and egress procedures which may be established by the Village. In case of an emergency, Authorized Users may access the Premises without prior notice to Village, but shall inform Village as soon as practicable of the access. Where access to the Tower is required in an emergency, Authorized Users shall inform the Village's Public Works Department by contacting (847) 490-6800 prior to accessing the Tower. If Village fails to provide the access granted by this Section 7, such failure shall be a default under this License.

8. Utilities. Licensee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Licensee shall maintain, at its sole cost and expense, separate utility service from any utility company that will provide service to the Property. Any easement necessary for such power or other utilities will be at a location acceptable to Village and servicing utility company. Village will grant ingress and egress over the Land in a location reasonably acceptable to Village, from an open and improved public road to the Property to any service company providing utility or similar services, including electric power and telecommunications to Licensee, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Property.

CH13233B, Hoffman Estate WT

9. License Fee. Licensee shall pay Village, as the annual license fee, the amounts shown on Exhibit C attached hereto ("License Fee") during the Term. Except as otherwise provided in this License, the License Fee for any fractional year at the beginning or end of the Term shall be prorated. The License Fee shall be due and payable within thirty (30) business days of the Effective Date and on January 1st of each year thereafter during the Term. Payment shall be made to the Village at 1900 Hassell Road, Hoffman Estates, Illinois 60169, ATTN: Village Finance Director. With the consent of the Village, such consent not to be unreasonably withheld, conditioned or delayed, the Licensee may arrange for payments to be made by other means, including electronic funds transfer. Any License Fee not paid within ten (10) days of the due date shall, upon ten (10) days' notice to Licensee, be assessed a 5% late fee and shall bear interest at 2% per month or (if less) at the highest rate allowed by law.

10. Surrender of Possession. Within one hundred twenty (120) days following the earlier to occur of: (i) the last day of the Term, or (ii) the sooner termination of this License, Licensee, at its sole expense, shall remove Licensee's Facilities and any additional equipment, antennas, lines, cables, equipment support structures or any of the like and then shall restore and return the Premises to Village in the same condition as they were prior to the Existing Agreement, reasonable wear and tear and casualty loss excepted, including removing any footings, foundations and concrete constructed by Licensee to a depth of two feet below grade.

If Village requests in writing that Licensee not remove all or a portion of the improvements (but not the Licensee's Facilities), title to said improvements shall thereupon transfer to Village, and thereafter the improvements shall be the sole and entire property of Village, and Licensee shall be relieved of its duty to otherwise remove same. Any of Licensee's Facilities or other personal property, equipment or other improvements which are not removed prior to the date that is one hundred twenty (120) days following the earlier to occur of: (i) the last day of the Term or (ii) the sooner termination of this License, shall become the property of Village, at Village's option. Notwithstanding any other provision of this License, Licensee's obligation to pay the License Fee hereunder, including as provided in Section 11, shall continue until Licensee has complied with this Section 10.

11. Holdover.

(a) In the event Licensee remains in possession of the Premises more than thirty (30) days after expiration or earlier termination of this License, and without the execution of a new license, but with Village's written consent, Licensee shall be deemed to be occupying the Premises as a licensee from month to month, subject to all the provisions, conditions, and obligations of this License insofar as the same can be applicable to a month-to-month tenancy; provided, however, that the License Fee under Section 9 shall be at 150% of the then License Fee, prorated and paid monthly in advance.

(b) In the event Licensee remains in possession of any or all of the Premises (including abandoning any part of Licensee's Facilities) more than thirty (30) days after expiration or earlier termination of this License, without the execution of a new license and without Village's written consent, Licensee shall be deemed to be occupying the Premises without claim of right, and Licensee shall pay Village for all costs, including reasonable attorneys' fees, arising out of loss or liability resulting from delay by Licensee in so surrendering the Premises as provided herein and, in addition, shall pay as a charge for each day of occupancy, an amount equal to 150% of the then applicable License Fee.

12. Early Termination. Licensee may terminate this License at any time with ninety (90) days prior written notice to Village. In the event of termination pursuant to this Section, Licensee shall not be entitled to any refund or rebate of any License Fee previously paid or otherwise due and, in addition to any other requirements under this License, Licensee shall pay the Village an early termination fee in an

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amount of six (6) months of the then applicable License Fee. The early termination fee is not a penalty, but rather a charge to compensate the Village for Licensee's failure to satisfy the terms of this License.

13. Use by Other Providers.

(a) Except as otherwise provided in this License, the Premises and Licensee's Facilities may only be used by Licensee, its successors or assigns, unless otherwise agreed to in writing by Village.

(b) This License does not restrict or prevent Village from leasing or licensing other portions of the Property to any other party for any purpose.

14. Termination. Except as otherwise provided herein, this License may be terminated, without any penalty or further liability, as follows:

(a) by Village, upon twelve (12) months' prior written notice by Village to Licensee, if Village reasonably determines that the Premises is obsolete for municipal water distribution purposes and plans to demolish the Tower;

(b) by Village, upon thirty (30) days' prior written notice by Village to Licensee, if Licensee fails to cure a default for payment of amounts due under this License within that thirty (30) day period;

(c) by Village, upon thirty (30) days' prior written notice by Village to Licensee, if Licensee produces any interference to Village or public safety that cannot be resolved within the applicable notice period;

(d) by Licensee, upon three (3) months' prior written notice by Licensee to Village, if, despite diligent effort by Licensee, Licensee is unable to obtain, maintain, or otherwise forfeits, cancels or has been canceled, or allows to expire without renewing any license (including, without limitation, a Federal Communications Commission "FCC" license), permit or governmental approval necessary for the installation and/or operation of Licensee's Facilities;

(e) by Licensee, immediately upon written notice by Licensee to Village, if damage or destruction to the Premises or Licensee's Facilities substantially and adversely affects their effective use, and so long as such written notice is given to the Village no more than ninety (90) days following the date of such damage or destruction;

(f) by Village, immediately upon written notice by Village to Licensee, if any part of the Property is damaged or destroyed and the Village determines not to rebuild or restore the Property;

(g) by either Party, at the time title, or the right to control or to occupy the Premises or the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Premises or Property sufficient to render the Premises or Property unsuitable for Licensee's use. Village and Licensee shall each be entitled to pursue its own separate awards with respect to such taking. Sale of all or part of the Premises or Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation; or

(h) by Village, upon thirty (30) days' prior written notice by Village to Licensee, if this License and/or Licensee's operations thereunder impair, increase the cost of or prevent financing (such as the issuance of bonds or revenue bonds, including bonds whose income is generally exempt from Federal income tax under the U.S. Internal Revenue Code), by Village or any municipal utility of which the Property is a part.

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15. Termination by Licensee. Except as otherwise expressly provided in this License, Licensee is not entitled to proration, return or refund of any prepaid (or otherwise due but unpaid) License Fee if Licensee terminates this License. Licensee is entitled to a proration of any prepaid License Fee for termination pursuant to Section 5(c), Section 6(a), and Sections 14(a), 14(d)-(g).

16. Default and Right to Cure.

(a) Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each Party shall have the right, but not the obligation, to terminate this License on thirty (30) days written notice, if the other Party (i) fails to perform any material covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this License and fails to diligently pursue such cure to its completion after ninety (90) days' written notice to the defaulting Party.

(b) Licensee shall be in default if it (i) fails to make any payment of License Fee or other sums to Village when due, and does not cure such default within thirty (30) days after receipt of written notice from Village of such failure; (ii) abandons the Licensee's Facilities or vacates the Premises (however, it is hereby understood that the Premises and the Licensee's Facilities will be unmanned and unoccupied by any of Licensee's employees and such use of the Premises will not be deemed a vacation or abandonment) ; (iii) is finally adjudicated as bankrupt or makes any assignment for the benefit of creditors; or (iv) if Licensee becomes insolvent.

(c) In the event of a default beyond the applicable notice and cure periods, Village shall have the right, at its option, in addition to and not exclusive of any other remedy Village may have by operation of law, without any further demand or notice, to re- enter the Premises and eject all persons therefrom, and either:

i. Declare this License at an end, in which event Licensee shall immediately remove the Facilities (and proceed as set forth in Section 10) and pay Village a sum of money equal to the total of (i) the amount of the unpaid License Fee accrued through the date of termination; (ii) the amount by which the unpaid License Fee reserved for the balance of the Term exceeds the amount of such rental loss to Village that could be reasonably avoided (net of the costs of such reletting); and (iii) any other amount necessary to compensate Village for all detriment proximately caused by Licensee's failure to perform its obligations under the License, or

ii. Without terminating this License, relet the Premises, or any part thereof, for

the account of Licensee upon such terms and conditions as Village may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due to Village hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Licensee shall pay Village any deficiency monthly, notwithstanding that Village may have received rental payments in excess of the rental stipulated in this License in previous or subsequent months, and Village may bring an action therefore as such monthly deficiency shall arise.

(d) No re-entry and taking of possession of the Premises by Village shall be construed as an election on Village's part to terminate this License, regardless of the extent of renovations and alterations by Village, unless a written notice of such intention is given to Licensee by Village. Notwithstanding any

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reletting without termination, Village may at any time thereafter elect to terminate this License for such previous breach.

(e) If suit shall be brought by Village for recovery of possession of the Premises, removal of Licensee's Facilities, for the recovery of any License Fee or any other amount due under the provisions of this License, or because of the breach of any other covenant, the Licensee shall pay to the Village all expenses incurred therefore, including reasonable attorney fees.

(f) In the event of any default of this License by Licensee, the Village may at any time, after notice given as set forth in subsection (a) above, cure the default for the account of and at the expense of the Licensee. If Village is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney's fees in instituting, prosecuting or defending any action to enforce the Village's rights under this License, the sums so paid by Village, with all interest, costs and damages shall be deemed to be License Fee otherwise due and shall be added to the License Fee and shall be due from the Licensee to Village on the first day of the month following the incurring of the respective expenses.

17. Insurance.

(a) During the Term, Licensee will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Licensee's CGL insurance shall Include Village as an additional insured as its interest may appear. Such additional insured coverage: (i) shall be primary and noncontributory for claims arising out of Licensee's operations, negligent acts or willful misconduct; and (ii) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or claims arising out of Licensee's independent contractors; and (iii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Village, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Village, its employees, agents or independent contractors. Licensee shall provide a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Effective Date.

(b) Notwithstanding the foregoing, Licensee shall have the right to self-insure the coverages required in subsection (a). In the event Licensee elects to self-insure its obligation to include Village as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Village shall promptly and no later than one hundred twenty (120) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Village shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) Village shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

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18. **Damage or Destruction.** Village will provide written notice to Licensee of any casualty or other harm materially affecting the Premises within seven (7) days of the casualty or other harm. If Village terminates this License pursuant to Section 14(e), then Village agrees to permit Licensee to place temporary transmission and reception facilities on the Property, but only until such time as Licensee is able to activate a replacement transmission facility at another location for a period not to exceed six (6) months; notwithstanding the termination of this License, such temporary facilities will be governed by all of the terms and conditions of this License, including the License Fee. If Village or Licensee undertakes to rebuild or restore the Premises and/or the Licensee's Facilities, as applicable, Village agrees to permit Licensee to place temporary transmission and reception facilities on the Property at no additional fee until the reconstruction of the Premises and/or the Licensee's Facilities is completed.

19. **Taxes.** Licensee shall be solely responsible for and shall timely pay any personal property tax or real property tax, which is directly attributable to the leasehold estate, presence or installation on the Licensee's Facilities, or Licensee's presence or operations on the Property. Nothing herein shall require Licensee to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Village. Failure to pay said taxes or fees when due is a material breach of this License. Village hereby grants to Licensee the right (with written notice to Village) to challenge, whether in a court, administrative proceeding, or other venue, on behalf of Village and/or Licensee, any personal property tax, real property tax or other fee or assessment that may affect Licensee. If Village receives notice of any personal property or real property tax assessment against the Village, which may affect Licensee and is directly attributable to Licensee's installation, Village shall provide timely written notice of the assessment to Licensee sufficient to allow Licensee to consent to or challenge such assessment, but in no event later than thirty (30) days after the date of such notice of assessment.

20. **Notices.** All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Village or Licensee may from time to time designate any other address or person for this purpose by providing written notice to the other Party.

If to Village, to:

Village Manager

Village of Hoffman Estates 1900 Hassell Road Hoffman Estates, IL 60169

With copies to:

Village Clerk

Village of Hoffman Estates 1900 Hassell Road Hoffman Estates, IL 60169

and

Corporation Counsel Village of Hoffman Estates 1900 Hassell Road Hoffman Estates, IL 60169

In case of emergencies, the Village's Public Works Department may be reached at (847) 490-6800 and Licensee may be reached at (877) 231-5447.

If to Licensee, to:

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T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006, Attention: Lease Compliance/ Site ID: CH13233B.

21. Maintenance of Tower. Village shall maintain and repair the Land and Tower, and all areas of the Premises where Licensee does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. As owner of the Tower, Village acknowledges that Village shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Village may perform maintenance and repairs on the Tower, both structural and cosmetic (paint), at whatever intervals may be required to assure the integrity and longevity of the Tower, provided Village provides one hundred twenty (120) days written notice to Licensee, and the opportunity, at Licensee's cost and expense, to temporarily relocate and continue to operate its equipment, or otherwise to secure the equipment, to protect them from damage and allow Licensee to continue to operate. Licensee will be permitted to install any type of temporary facility, such as a cell site on wheels, necessary to keep the Licensee's equipment operational. Any maintenance or repairs shall be conducted by Village as diligently and expeditiously as possible. Licensee shall remove and reinstall its equipment, at Licensee's costs, up to once every ten (10) years, if requested by the Village as needed to perform structural and cosmetic maintenance or repairs.

22. Environmental Laws.

(a) Licensee, its officers, agents, affiliates, contractors and subcontractors and employees, shall not introduce or use any Hazardous Substance on the Property or Premises in violation of any applicable law. "Hazardous Substance" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term pursuant to any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Licensee agrees to defend, indemnify and hold harmless Village from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney's fees that the Village may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or Premises or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, to the extent that same arise from Licensee's activities, or those of its officers, agents, affiliates, contractors and subcontractors and employees. The indemnification in this Section specifically includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 22 shall survive the termination or expiration of this License.

(b) Village represents, warrants and agrees (i) that neither Village nor, to Village's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of any Hazardous Substance on, under, about or within the Property in violation of, or so as to give rise to liability under, any law or regulation, and (ii) that Village will not permit any third party to use, generate, store or dispose of any Hazardous Substance on, under, about or within the Property in violation of, or so as to give rise to liability under, any law or regulation. Village agrees to defend, indemnify and hold harmless Licensee from and against any and all administrative and judicial actions and rulings, claims,

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causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney's fees that the Licensee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or Premises or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment not caused by Licensee or its officers, agents, affiliates, contractors and subcontractors and employees, including any that relate to or arise from Village's activities, or those of its officers, agents, affiliates, contractors and subcontractors and employees. The indemnification in this Section specifically includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 22 shall survive the termination or expiration of this License.

23. Assignment and Sublicensing.

(a) Licensee may not assign, sublicense or otherwise transfer all or any part of its interest in this License or in the Premises without the prior written consent of the Village, such consent not to be unreasonably withheld, conditioned or delayed, provided, however, that Licensee shall have the right to assign, sublicense or otherwise transfer this License to any person or business entity which (i) holds a currently valid FCC license to provide to the public from the Premises what are commonly known as cellular telephone services, (ii) is a parent, subsidiary or affiliate of Licensee, is merged or consolidated with Licensee or purchases more than fifty percent (50%) of either an ownership interest in Licensee or the assets of Licensee in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Premises is located, and (iii) which has a credit rating from one of the three largest national credit rating agencies greater than or equal to that of Licensee at the time of the assignment. Upon an assignment or transfer, Licensee shall be relieved of all liabilities and obligations and Village shall look solely to the transferee for performance under this Lease.

(b) Any person or entity to which this License is assigned, pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Licensee arising under this License both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Village an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Village, shall be the exclusive property of Village, and shall not constitute property of the Licensee or of the estate of Licensee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Village's property under the preceding sentence not paid or delivered to Village shall be held in trust for the benefit of Village and be promptly paid to Village.

24. Treatment in Bankruptcy. The Parties to this License hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that, during the Term of this License, Licensee shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. § 101, et seq., this License is and shall be treated as an "unexpired lease of nonresidential real property" for purposes of Section 365 of the Code, 11 U.S.C. § 365, and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.

25. Force Majeure. If a Party is delayed or hindered in, or prevented from the performance required under this License (except for payment of monetary obligations) by reason of earthquakes, landslides,

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strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the Party delayed in performing work or doing acts, and where reasonable measures by such Party could not have avoided or mitigated the effects of such acts, then such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay. In the event that Licensee invokes this provision because damage to Licensee's Facilities or Premises has hindered, delayed, or prevented Licensee from using the Premises, Licensee may immediately erect any temporary Licensee's Facilities on the Premises at such location as Village and Licensee may agree as is necessary to resume service, provided that such temporary facilities do not unreasonably interfere with Village's use of the Property or ability to repair or restore the Premises or Property. If, in Village's sole and absolute discretion, it elects to repair or restore the Premises and Property, upon completion of such repair or restoration, Licensee is obligated to repair or restore the Licensee's Facilities in accordance with the terms of this License.

26. **Warranty of Title and Quiet Enjoyment.** Village warrants that: (i) it owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions; (ii) it has full right to make and perform this License; (iii) as long as Licensee is not in default then Village grants to Licensee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Village.

27. **Non-Waiver.** Failure of either Party to insist on strict performance of any of the conditions, covenants, terms or provisions of this License or to exercise any of its rights hereunder shall not waive such rights, but the Parties shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Licensee to Village after a breach of this License shall not be deemed a waiver of such breach unless expressly set forth in writing.

28. **Successors and Assigns.** This License shall run with the land, and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.

29. **Waiver of Village's Lien.** Village hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Licensee's Facilities or any portion thereof, which shall be deemed personal property for the purposes of this License, whether or not the same is deemed real or personal property under applicable laws, and Village gives Licensee the right to remove all or any portion of the same from time to time, whether before or after a default under this License, in Licensee's sole discretion and without Village's consent. Should Licensee fail to remove its Licensee's Facilities as required by this License, then this waiver of Village's lien rights is void.

30. **Miscellaneous.**

(a) This License constitutes the entire agreement and understanding between the Parties and supersedes all other negotiations and other agreements concerning the subject matter contained herein, including the Existing Agreement. Any amendments to this License must be in writing and executed by both Parties.

(b) If any term of this License is found to be void or invalid, such finding shall not affect the remaining terms of this License, which shall continue in full force and effect. The Parties agree that if any provisions are deemed not enforceable, those provisions shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the

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draftsman, but rather in accordance with the fair meaning thereof. No provision of this License will be deemed waived by either Party unless expressly waived in writing signed by the waiving Party. No waiver shall be implied by delay or any other act or omission of either Party. No waiver by either Party of any provision of this License shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

- (c) This License shall be governed by the laws of the State of Illinois.
- (d) All riders and exhibits attached hereto form material parts of this License.
- (e) Village and Licensee each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.
- (f) Licensee shall comply with all federal, state and local laws, orders, rules and regulations applicable to Licensee's use of Licensee's Facilities on the Premises. Village shall comply with same relating to its ownership of the Property.
- (g) This License may be executed in duplicate counterparts, each of which shall be deemed an original.
- (h) The persons who have executed this License represent and warrant that they are duly authorized to execute this License in their individual or representative capacity as indicated.
- (i) Village hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose associated with the Premises. Licensee accepts the Premises "As Is."
- j) Each Party agrees to cooperate with the other in executing any documents (including a Memorandum of License in substantially the form attached hereto as Exhibit D) necessary to protect its rights or use of the Premises or Property. The Memorandum of License may be recorded in place of this License by either Party at its cost.

(k) WAIVER OF JURY TRIAL. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

31. Acts of God, Vandalism. Licensee shall hold Village harmless for any damage to Licensee's Facilities arising from acts of God or vandalism that are not due to Village's gross negligence or intentional acts.

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IN WITNESS WHEREOF, the parties have executed this License as of the date first above written.

CH13233B, Hoffman Estate WT

LICENSOR:

VILLAGE OF HOFFMAN ESTATES, an Illinois municipal corporation

By: _____

Village President

Date: _____

LICENSEE: T-Mobile Central LLC

By: 

Name: Lucia Renteria
Title: Sr Director, Eng. Development
Date: 9/20/2024



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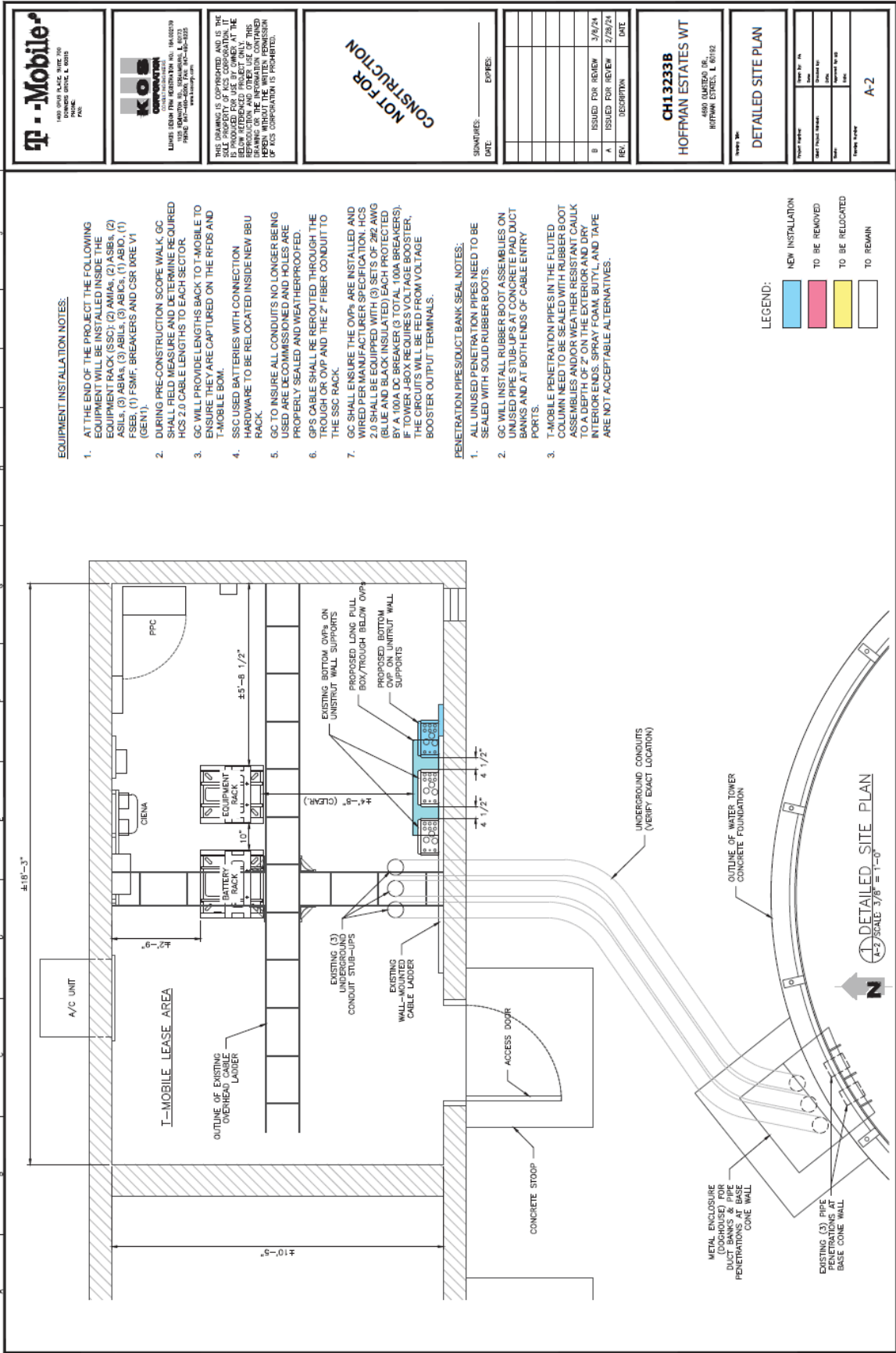

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EXHIBIT A

Site Plans



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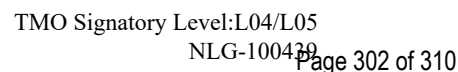






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EXHIBIT B

Legal Description

LOT 16 IN HOWIE IN THE HILLS UNIT 3, A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 19,
TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

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EXHIBIT C

License Fee Schedule

License Fee Schedule
4690 Olmstead Drive/T-Mobile

CELL ANTENNA RATES

	<u>YEAR</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
	12/2024 (Current Agreement)	\$ 6,151.00	\$ 73,812.00
1	12/2025	\$ 6,458.55	\$ 77,502.60
2	12/2026	\$ 6,781.48	\$ 81,377.73
3	12/2027	\$ 7,120.55	\$ 85,446.62
4	12/2028	\$ 7,476.58	\$ 89,718.95
5	12/2029	\$ 7,850.41	\$ 94,204.89
6	12/2030	\$ 8,242.93	\$ 98,915.14
7	12/2031	\$ 8,655.07	\$ 103,860.90
8	12/2032	\$ 9,087.83	\$ 109,053.94
9	12/2033	\$ 9,542.22	\$ 114,506.64
10	12/2034	\$ 10,019.33	\$ 120,231.97
11	12/2035	\$ 10,520.30	\$ 126,243.57
12	12/2036	\$ 11,046.31	\$ 132,555.75
13	12/2037	\$ 11,598.63	\$ 139,183.53
14	12/2038	\$ 12,178.56	\$ 146,142.71
15	12/2039	\$ 12,787.49	\$ 153,449.85
16	12/2040	\$ 13,426.86	\$ 161,122.34
17	12/2041	\$ 14,098.20	\$ 169,178.46
18	12/2042	\$ 14,803.11	\$ 177,637.38
19	12/2043	\$ 15,543.27	\$ 186,519.25
20	12/2044	\$ 16,320.43	\$ 195,845.21
21	12/2045	\$ 17,136.46	\$ 205,637.47
22	12/2046	\$ 17,993.28	\$ 215,919.34
23	12/2047	\$ 18,892.94	\$ 226,715.31
24	12/2048	\$ 19,837.59	\$ 238,051.08
25	12/2049	\$ 20,829.47	\$ 249,953.63

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EXHIBIT D

Form of Memorandum of License MEMORANDUM OF LICENSE

THIS MEMORANDUM OF LICENSE (this "Memorandum") is entered into this _____ day of _____, 202_, by and between the VILLAGE OF HOFFMAN ESTATES, an Illinois municipal corporation ("Village"), and T-Mobile Central LLC, a Delaware limited liability company ("Licensee").

Recitals

WHEREAS, Village and Licensee have entered into an Existing Communications Antenna License Renewal Agreement (4690 Olmstead Water Tower) dated as of _____, _____ (the "License") pursuant to which Village has licensed to Licensee that certain portion of the real property more particularly described as:

LOT 16 IN HOWIE IN THE HILLS UNIT 3, A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: PIN:

4690 Olmstead Drive, Hoffman Estates, Illinois 60195 02-19-119-045-048

along with that certain space upon the water tower located thereon and more fully described in the License (the "Premises").

WHEREAS, Village and Licensee desire to execute this Memorandum, which is to be recorded in the Office of the Cook County Recorder of Deeds, in order that third parties may have notice of the Licensee's interest in the Premises and of the License.

Agreement

NOW, THEREFORE, in consideration of the license fee and covenants provided for in the License to be paid and performed by Licensee, Village does acknowledge that it has licensed license unto Licensee the Premises on the terms, and subject to the conditions set forth in the License, among which are the following:

1. Term. The term of the License shall be for the period commencing on _____ 2024 and terminating at midnight on _____, 2029. The term of the License shall automatically renew for up to three (3) additional five (5) year periods upon the same terms and conditions unless such automatic renewal is rejected by Licensee as provided in the License.
2. Memorandum of License. This memorandum is not a complete summary of the License. It is being executed and recorded solely to give public record notice of the existence of the License with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the License provisions. In the event of any inconsistency between the provisions of this Memorandum and those of the License, the provisions of the License shall control.

CH13233B, Hoffman Estate WT

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first above written.

LICENSOR:

VILLAGE OF HOFFMAN ESTATES,
an Illinois municipal corporation

By: _____

Village President

Date: _____

LICENSEE: T-Mobile Central LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF ILLINOIS

COUNTY OF _____

I CERTIFY that on _____, 2024,
[name of representative] personally came before me and acknowledged under oath that he or she is the
_____ [title] of the Village of Hoffman Estates, an
Illinois municipal corporation, the corporation named in the attached instrument;

- (b) was authorized to execute this instrument on behalf of the corporation; and
- (c) executed the instrument as the act of the corporation.

Notary Public:

CH13233B, Hoffman Estate WT

My Commission Expires:

STATE OF ILLINOIS

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of T-Mobile Central LLC, an Delaware limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED:

(Signature of Notary)

(Legibly Print or Stamp Name of Notary) Notary Public in and for the State of

My appointment expires: