AGENDA

Village Board of Trustees

Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

December 16, 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 12-02-2024

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 December 16, 2024 - $12,702,862.93

   C. Approval of an Employee Leasing Agreement with MGT Impact Solutions, LLC, for Civil Engineer staff services at a rate of $95.16 per hour.

   D. Approval of Lakewood Center TIF Reimbursement Request #4 in the amount of $26,221,583.98.

   E. Approval of 2025 Village Board and Standing Committees meeting schedule.

   F. Approval of an Ordinance and Intergovernmental Agreement with IDOT for Golf Road (IL 58) and Barrington Road Intersection Improvements.

   G. Approval of an Ordinance and Intergovernmental Agreement with IDOT for improvements on Barrington Road (Central Road - Algonquin Road).

   H. Approval of Local Public Agency Amendment #1 with IDOT for the Beverly Road Path & Resurfacing Project.

   I. Approval of an ordinance establishing hire back rates for Police and Fire personnel for the perod January 1, 2025 through December 31, 2025.

   J. Approval of:

a. the 2025 Renewal of the Property and Casualty Insurance program through the Suburban Liability Insurance Pool (SLIP); and
b. the 2025 renewal of the Village's worker's compensation, underground storage tank and liquor liability coverages through Alliant/Mesirow Insurance Services.

K. Approval of an amendment for Additional Services to an existing professional services agreement with FGM Architects, Oak Brook, IL to provide architectural design and engineering services for the construction of new Fire Station #21.

L. Authorization to:

a. waive formal bidding (due to sole source); and
b. award contract for a three-year agreement with Ready Rebound, Inc. of Milwaukee, WI for injury management services in the Fire Department, with the first year as a trial, in a total amount not to exceed $113,456.12.

6. **REPORTS**

A. President's Report

1. Proclamation(s)

a. Kathryn Cawley Day (25 Years' Service)

2. Resolution(s)

a. Approval of a resolution Supporting Sustainable Funding and Regional Governance for Northeastern Illinois Transit (Northwest Municipal Conference).

B. Trustee Comments

C. Village Manager's Report

D. Village Clerk's Report

E. Treasurer's Report

7. **PLANNING AND ZONING COMMISSION RECOMMENDATIONS**

A. Approval of an ordinance granting a Special Use to Ivy Massage N Spa, Inc. for a massage establishment located at 1033 W. Golf Road.

8. **ADDITIONAL BUSINESS**

A. Approval of a Lease Termination and Continued Occupancy License Agreement.

9. **ADJOURNMENT**

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

MEETING: **HOFFMAN ESTATES VILLAGE BOARD**
DATE: **DECEMBER 2, 2024**
PLACE: **COUNCIL CHAMBERS**
MUNICIPAL BUILDING COMPLEX
1900 HASSELL ROAD
HOFFMAN ESTATES, ILLINOIS

1. CALL TO ORDER/ROLL CALL

Village President William McLeod called the meeting to order at 7:00 p.m. The Village Clerk called the roll. Trustees present: Anna Newell, Gary Pilafas, Gary Stanton, Karen Arnet, Patrick Kinnane.
A quorum was present.

ADMINISTRATIVE PERSONNEL PRESENT

E. Palm, Village Manager
D. O'Malley, Deputy Village Manager
J. Pape, Assistant Village Manager
K. Cawley, Chief of Police
A. Wax, Fire Chief
J. Bending, Deputy Police Chief
R. Musiala, Finance Director
P. Gugliotta, Development Services Director
J. Nebel, PW Director
P. Seger, HRM Director
M. Saavedra, HHS Director
D. Raszka, Director of IT
M. Brito, Communications Manager
R. Signorella, Multimedia Production Manager

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was led by Trustee Newell.

3. PUBLIC COMMENTS

Mayor McLeod requested that this item be moved to after Additional Business Item 8. There was agreement.

4. APPROVAL OF MINUTES

Motion by Trustee Kinnane, seconded by Trustee Pilafas, to approve Item 4A.

4.A. Approval of Minutes 11-18-2024

Roll Call:
Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Abstain:
Mayor McLeod voted aye.

Motion carried.

5. CONSENT AGENDA/OMNIBUS VOTE:

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

5.B. Approval of the schedule of bills for December 2, 2024 - $2,914,797.69.

Roll Call:
Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.
Motion carried.

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

5.C. Approval of ordinance #5125-2024 amending section 12-4-2, rates for water and sewer service, of the Hoffman Estates Municipal Code.

Roll Call:
Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.
Motion carried.

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

5.D. Approval of ordinance #5126-2024 amending section 12-6-2, stormwater utility fee, of the Hoffman Estates Municipal Code.

Roll Call:
Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.
Motion carried.

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

5.E. Approval of ordinance #5127-2024 adopting the budget for all corporate purposes of the Village of Hoffman Estates, Cook County, Illinois, in lieu of the appropriation ordinance, for the fiscal year commencing on the first day of January, 2025, and ending on the thirty-first day of December, 2025.

Roll Call:
Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.
Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to approve Item 5.F.

5.F. Approval of ordinance #5128-2024 authorizing the levy and collection of taxes for the corporate and municipal purposes of the Village of Hoffman Estates for the fiscal year beginning on the 1st day of January, 2025 and ending on the 31st day of December, 2025.

Roll Call:
Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.
Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to approve Item 5.G.

5.G. Approval of ordinance #5129-2024 abating a portion of the 2024 tax levy – Series 2015A and 2015C Taxable General Obligation Refunding Bonds.

Roll Call:
Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.
Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to approve Item 5.H.

5.H. Approval of ordinance #5130-2024 abating a portion of the 2024 tax levy – Series 2015B General Obligation Bonds.

Roll Call:
Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.
Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to approve Item 5.I.

5.I. Approval of ordinance #5131-2024 abating a portion of the 2024 tax levy – Series 2017A and 2017B General Obligation Bonds.

Roll Call:
Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.
Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to approve Item 5.J.

5.J. Approval of ordinance #5132-2024 abating a portion of the 2024 tax levy – Series 2018 General Obligation Refunding Bonds.

Roll Call:
Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.
Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to approve Item 5.K.

5.K. Approval of ordinance #5133-2024 abating a portion of the 2024 tax levy – Series 2019 General Obligation Bonds.

Roll Call:
Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.
Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to approve Item 5.L.

5.L. Approval of ordinance #5134-2024 abating a portion of the 2024 tax levy – Series 2024 General Obligation Bonds.

Roll Call:
Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.
Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to approve Item 5.M.

5.M. Approval of ordinance #5135-2024 implementing a municipal grocery retailers' occupation tax and a municipal grocery service occupation tax.

Roll Call:
Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to approve Item 5.N.

5.N. Approval of:

a. amendments and extension of existing contract between the Village of Hoffman Estates and Groot Industries, Inc. for Collection of Residential Dwelling Unit Solid Waste; and

b. amendments and extension of existing contract between the Village of Hoffman Estates and Groot Industries, Inc. for Collection of Commercial and Institutional Solid Waste; and

c. ordinance #5136-2024 amending Section 7-9-1, Solid Waste and Recycling, of the Hoffman Estates Municipal Code.

Roll Call:

Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to approve Item 5.O.

5.O. Approval of a Memorandum of Understanding with the Illinois Department of Natural Resources for Spring Creek watershed floodway construction rules.

Roll Call:

Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to approve Item 5.P.

5.P. Authorization to:

a. enter into a software as a service agreement for Enterprise Resource Planning (ERP) software services with BS&A Software in an amount not to exceed $611,540; and

b. enter into a software as a service agreement and hardware purchase for time and attendance tracking services with Andrews Technology for a five-year term in an amount not to exceed $177,685; and

c. enter into a consulting services agreement for Implementation Assistance Services with Plante Moran in an amount not to exceed $127,050; and

d. grant the Village Manager authority to approve change orders, as needed, in an amount not to exceed $50,000.

Roll Call:

Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to approve Item 5.Q.

5.Q. Authorization to enter into a Licensed User Agreement with Ticketmaster, LLC for ticketing services at the NOW Arena.:

Roll Call:
Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.
Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to approve Item 5.R.

5.R. Authorization to award contract to H. Linden & Sons Sewer and Water, Inc. of Plano, IL for the Huntington Boulevard Watermain Replacement Project in an amount not to exceed $1,211,319.

Roll Call:
Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.
Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to approve Item 5.S.

5.S. Authorization to:
a. waive formal bidding (due to state joint purchasing master contract); and
b. purchase up to 4,080 tons of road salt through the 2024/25 State of Illinois joint purchasing contract with Morton Salt Inc., Chicago, IL in an amount not to exceed $276,787.

Roll Call:
Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.
Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to approve Item 5.T.

5.T. Authorization to:
a. waive formal bidding (due to sole source); and
b. purchase a replacement Flygt submersible pump for the WDA lift station from Xylem Water Solutions USA, Inc., Mokena, IL in an amount not to exceed $84,950.50.

Roll Call:
Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to approve Item 5.U.

5.U. Authorization to:

a. waive formal bidding; and

b. award a two (2) year service agreement to Flock Group, Inc, Atlanta, GA, in an amount not to exceed $98,450.00.

Roll Call:

Aye: Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to approve Item 5.V.

5.V. Authorization to:

a. waive formal bidding; and

b. award a five (5) year service agreement to Axon Enterprise, Inc, Scottsdale, AZ, in an amount not to exceed $1,486,990.47.

Roll Call:

Aye: Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

6. REPORTS

6.A. President's Report

1. **Proclamation(s)**

Trustee Kinnane read the following proclamation.

Motion by Trustee Arnet, seconded by Trustee Stanton, to concur with the proclamation proclaiming Monday, December 2, 2024, as Sewa Diwali Day.

Roll Call:

Aye: Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

Hindu Swayamsevak Sangh accepted the proclamation and was congratulated by the Board.

Mayor McLeod attended a toy drive event at Target with the Windy City Bulls to collect toys for the Holiday Joy Market for John Muir Elementary and he also attended a 40-year anniversary celebration and Proclamation Presentation at Silk Paradise Florist.

6.B. Trustee Comments

Trustee Kinnane attended several volunteer functions for Our Lady of Angels Mission in Chicago, the Commission for Seniors Luncheon, a Knights of the Sword meeting, the Friendship Tree Lighting.

Trustee Arnet attended the Windy City Bulls home opener, the Friendship Tree Lighting, and the Windy City Bulls Target toy drive. She thanked Public Works for their work with the Friendship Tree Lighting and stated they did a great job.

Trustee Stanton helped serve at the Senior Commission's Senior Luncheon and he attended the Transform Beauty Ribbon Cutting, Starbuds Grand Opening and Ribbon Cutting, the Friendship Tree Lighting, a meeting with students from Bartlett High School, and the Silk Paradise Florist proclamation presentation.

Trustee Newell attended a JAWA meeting, the Friendship Tree Lighting, the toy drive event at Target. She thanked Public Works and all those who volunteered to make the Friendship Tree Lighting event exceptional.

Trustee Pilafas attended Wine Wednesday at Bell Works, the Friendship Tree Lighting, and an ad hoc get together with District 54. He thanked Public Works for hosting such an amazing Friendship Tree Lighting event.

6.C. Village Manager's Report

The Village Manager had no report.

6.D. Village Clerk's Report

The Village Clerk stated that during the month of November, 16 passports were processed and 264 FOIA requests were responded to.

6.E. Committee Reports

General Administration & Personnel

Trustee Kinnane stated that they would be meeting to receive and file the Cable TV Monthly Report, the Human Resources Management Monthly Report and the Legislative Operations & Outreach Monthly Report.

Transportation & Road Improvement

Trustee Arnet stated that they would be meeting to discuss approval of Phase II Engineering Services Agreement with TranSystems Corporation, of Schaumburg, IL, for the Gannon Drive Resurfacing and Bicycle Facility Project, in an amount not to exceed $110,000, approval of an Ordinance and Intergovernmental Agreement with IDOT for Golf Road (IL 58) and Barrington Road Intersection Improvements, approval of an Ordinance and Intergovernmental Agreement with IDOT for improvements on Barrington Road (Central Road - Algonquin Road), approval of Local Public Agency Amendment #1 with IDOT for the Beverly Road Path & Resurfacing Project, and to receive and file the Transportation Division Monthly Report.

Planning, Building & Zoning

Trustee Stanton stated that they would be meeting to discuss an approval of an Employee Leasing Agreement with MGT Impact Solutions, LLC, for Civil Engineer staff services at a rate of $95.16 per hour, approval of Lakewood Center TIF Reimbursement Request #4 in the amount of $26,221,583.98, approval of an Ordinance amending Section 8-8-7, Hotels, of Chapter 8, Licenses, of the Hoffman Estates Municipal Code, and to receive and file the Planning Division Monthly Report, the Code Enforcement Division Monthly Report and the Economic Development and Tourism Monthly Report.

Finance

Trustee Pilafas stated that they would be meeting to discuss Approval of an ordinance establishing hire back rates for Police and Fire personnel for the period January 1, 2025 through December 31, 2025, and to receive and file the Finance Department Monthly Report, the Information Technology Department Monthly Report, and the NOW Arena 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.

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.

7. PLANNING AND ZONING COMMISSION RECOMMENDATIONS

Motion by Trustee Kinnane, seconded by Trustee Stanton, to concur with the Planning & Zoning Commission and approve the petitioner's request.

7.A. Request Board Concurrence with the Planning and Zoning Commission recommendation and Board approval of Ordinance #5137-2024 granting a Site Plan Amendment and a Special Use to Clearbrook for a social service agency located at 1260 W. Higgins Road.

Roll Call:

Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.
Motion carried.

8. ADDITIONAL BUSINESS

There was no additional business.

3. PUBLIC COMMENT

No one wished to be recognized.

8. ADJOURNMENT

Motion by Trustee Arnet, seconded by Trustee Kinnane, to adjourn the meeting. Time: 7:25 p.m.

Roll Call:
Aye: Newell, Pilafas, Stanton, Arnet, Kinnane
Nay:
Mayor McLeod voted aye.
Motion carried.

Patty Richter
Village Clerk

Date Approved

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

BILL LIST SUMMARY

BILL LIST AS OF	**12/16/2024**	**$**	**1,480,665.98**
MANUAL CHECKS	**11/28 - 12/12/2024**	**$**	**150,325.86**
PAYROLL	**12/01/2024 & 12/13/2024**	**$**	**1,640,938.01**
WIRES	**11/01 - 11/30/2024**	**$**	**9,430,933.08**
TOTAL		**$**	**12,702,862.93**

VILLAGE OF HOFFMAN ESTATES

DECEMBER 16, 2024

ACCOUNT		VENDOR	DESCRIPTION	AMOUNT
GENERAL FUND				
01	0301	DEDICATED GRAPHICS, INC	15,000 #10 WHITE WINDOWED	$1,175.85
01	0301	DEDICATED GRAPHICS, INC	FREIGHT COSTS	$75.00
01	0301	GARVEY'S OFFICE PRODUCTS INC	OFFICE SUPPLIES	$576.06
01	0301	STAPLES	OFFICE SUPPLIES	$130.18
01	0302	ACME TRUCK BRAKE & SUPPLY CO.	STOCK REPAIR PARTS	$17.03
01	0302	ACME TRUCK BRAKE & SUPPLY CO.	STOCK REPAIR PARTS	$191.14
01	0302	ADVANCE AUTO PARTS	STOCK REPAIR PARTS	$12.71
01	0302	CAR-ONE TIRE AND AUTO	255/60R18 EAGLE ENFORCER	$1,314.00
01	0302	CHICAGO PARTS & SOUND LLC	RTN STOCK REPAIR PARTS	($499.75)
01	0302	CHICAGO PARTS & SOUND LLC	RTN STOCK REPAIR PARTS	($2,210.14)
01	0302	CHICAGO PARTS & SOUND LLC	STOCK REPAIR PARTS	$2,904.56
01	0302	FRIENDLY FORD	STOCK REPAIR PARTS	$8.17
01	0302	KELLER-HEARTT OIL	BULK 15W-40 CK-4 MOTOR OIL	$1,869.00
01	0302	KELLER-HEARTT OIL	BULK 5W30 FULL SYNTHETIC	$905.25
01	0302	MENARDS - HNVR PARK	STOCK REPAIR PARTS	$239.52
01	0302	O'REILLY AUTO PARTS	STOCK REPAIR PARTS	$85.79
01	0302	POMP'S TIRE	12R22.5 MATREAD	$574.50
01	0302	POMP'S TIRE	225/70R19.5 TRANSFRCE AT2	$2,016.00
01	0302	POMP'S TIRE	245/70R19.5 TRANSFRCE AT2	$1,284.36
01	0302	POMP'S TIRE	ESTIMATED SHIPPING/HANDLING	$5.00
01	0302	POMP'S TIRE	LT245/75R17 TRANSFORC AT2	$301.52
01	0302	POMP'S TIRE	SCRAP DISPOSAL FEE	$14.00
01	0302	POMP'S TIRE	STOCK REPAIR PARTS	$1,972.50
01	0302	POMP'S TIRE	TIRE USER FEE - IL	$32.50
01	0302	RUSH TRUCK CENTER OF ILLINOIS, INC	STOCK REPAIR PARTS	$344.10
CASH AND INVENTORIES				**$13,338.85**
01	1420	THE FIELDS ON CATON FARM, INC.	NEW AND OUT OF WARRANTY	$1,538.00
01	1432	BRASCO LLC	ENGINEER DEPOSIT REFUND	$1,000.00
01	1445	CHICAGO TITLE LAND TRUST	TRANSFER STAMP OVERPAYMENT	$30.00
01	1445	JUANA SERRANO	PAYMENT TO WRONG PLACE	$400.00
01	1445	PRAPUL KUMAR	CITATION OVERPAYMENT RFND	$30.00
01	1445	WALNUT POND ESTATES	23-24 SNOW REMOVAL DEPOSIT	$91.77
PAYMENTS FROM DEPOSITS ON HAND				**$3,089.77**
01000010	3101	COOK COUNTY COLLECTOR	PROPERTY TAX LIABILITY	$198,441.19
01000011	3203	ILLINOIS STATE POLICE	LIQUOR CONTROL - CTR 4365	$56.50
01000012	3307	COOK COUNTY COLLECTOR	PROPERTY TAX LIABILITY	$3,106.53
01000012	3310	COOK COUNTY COLLECTOR	PROPERTY TAX LIABILITY	$1,456.00
01000013	3405	COTIVITI	PARAMEDIC FEE REFUND	$425.76
01000013	3405	EMS MC	MEDICAL BILLING OCT 2024	$8,867.74
01000014	3502	MELISSA CABRAL	REISSUE TICKET OVERPAYMENT	$395.00
GENERAL-REVENUE ACCOUNTS				**$212,748.72**
01101122	4301	HE CHAMBER OF COMMERCE	CELEBRATION OF EXCELLENCE	$1,500.00
LEGISLATIVE				**$1,500.00**

VILLAGE OF HOFFMAN ESTATES

DECEMBER 16, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01101222 4303	ILLINOIS GIS ASSOCIATION	MEMBERSHIP FEE	$100.00
01101222 4303	MORRISON ASSOCIATES LTD	CITY MNGR MONTHLY MEETING	$1,500.00
01101224 4507	HNTB CORPORATION	GIS & CARTEGRAPH ASSISTANCE	$1,424.19
01101224 4542	LANGUAGE LINE SERVICES INC	PHONE INTERPRETATION	$50.00
ADMINISTRATIVE			**$3,074.19**
01101324 4542	ARTHUR L JANURA JR	PROFESSIONAL SERVICES - NOV	$12,000.00
01101324 4542	RICHARD A KAVITT ATTORNEY AT LAW	PROFESSIONAL SERVICES	$1,800.00
01101324 4547	THOMSON REUTERS-WEST	SOFTWARE SUBSCRIPTION	$782.51
01101324 4567	FRANCZEK PC	PROFESSIONAL SERVICES	$152.50
01101324 4567	JOHN J SCOTILLO	PROFESSIONAL SERVICES	$750.00
01101324 4567	SAUL EWING LLP	PROFESSIONAL SERVICES	$806.56
LEGAL			**$16,291.57**
01101423 4402	GARVEY'S OFFICE PRODUCTS INC	OFFICE SUPPLIES	$38.20
01101423 4402	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	$104.97
01101423 4402	STAPLES	OFFICE SUPPLIES	$29.72
FINANCE			**$172.89**
01101522 4301	PATRICIA RICHTER	RECORDING,MILEAGE,TOLL	$65.66
01101524 4548	ARC DOCUMENT SOLUTIONS	BOND PRINTS/ FOLDING	$36.05
VILLAGE CLERK			**$101.71**
01102524 4507	MONA S MORRISON	PHOTO SHOOT-11/23 & 12/14	$160.00
COMMUNICATIONS			**$160.00**
TOTAL GENERAL GOVERNMENT DEPARTMENT			**$21,300.36**

POLICE DEPARTMENT

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01201223 4402	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	$382.59
01201223 4417	WALGREENS	PRESCRIPTION	$29.79
01201224 4507	MORIZZO FUNERAL HOME & CREMATION	PROFESSIONAL SERVICES	$380.00
ADMINISTRATIVE			**$792.38**
01202122 4301	CALIBRE PRESS, INC.	TRAINING 12/18/24	$199.00
01202122 4301	NORTH EAST MULTI-REGIONAL TRAINING	TRAINING 10/22-23/24	$400.00
01202124 4510	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$169.42
01202124 4542	DACRA TECH LLC	SOFTWARE SERVICE NOV24	$1,750.00
PATROL & RESPONSE			**$2,518.42**
01202322 4301	COLLEGE OF DUPAGE	CLASS - B. O'SHEA & J. RAMOS	$900.00
01202324 4542	TRANSUNION RISK & ALTERNATIVE	PROFESSIONAL SERVICES	$95.80
INVESTIGATIONS			**$995.80**

VILLAGE OF HOFFMAN ESTATES

DECEMBER 16, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01202423 4414	PROMOS 911 INC	4X2 CUSTOM STICKY NOTE PAD	$410.00
01202423 4414	PROMOS 911 INC	ESTIMATED SHIPPING/HANDLING	$121.44
01202423 4414	PROMOS 911 INC	LOLLIPOPS - IMPRINTED	$129.00
01202423 4414	PROMOS 911 INC	POLICE STICKER BADGE	$336.00
01202423 4414	PROMOS 911 INC	SET UP CHARGE	$45.00
01202423 4414	PROMOS 911 INC	SPF 15 LIP BALM	$600.00
COMMUNITY RELATIONS			**$1,641.44**
TOTAL POLICE DEPARTMENT			**$5,948.04**

FIRE DEPARTMENT

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01301222 4301	DYLAN BREMER	FUEL TO PICK UP PARTS	$30.61
01301222 4301	ILLINOIS FIRE CHIEFS' ASSOCIATION	B. RAYMOND - CFO COURSE	$4,550.00
01301223 4402	EBY GRAPHICS	VEHICLE GRAPHIC	$169.88
ADMINISTRATIVE			**$4,750.49**
01303122 4304	TODAYS UNIFORMS	UNIFORMS	$1,139.10
01303122 4304.16	AIR ONE EQUIPMENT INC	A-1836-ABA0ABEABC CAIRNS	$1,137.00
01303122 4304.16	AIR ONE EQUIPMENT INC	A-1836-ARA0ABEABC CAIRNS	$758.00
01303122 4304.16	AIR ONE EQUIPMENT INC	CAIRNS BLACK 1836 HELMET	$1,895.00
01303122 4304.16	AIR ONE EQUIPMENT INC	CAIRNS RED 1836 HELMET WI	$379.00
01303122 4304.16	AIR ONE EQUIPMENT INC	FX-54MB FIRECRAFT GLADIAT	$2,496.00
01303122 4304.16	AIR ONE EQUIPMENT INC	SHIPPING FEE PO #24000549	$9.00
01303122 4304.16	AIR ONE EQUIPMENT INC	SHIPPING FEE PO# 24000512	$48.00
01303122 4304.16	AIR ONE EQUIPMENT INC	SHIPPING FEE PO# 24000548	$42.00
01303124 4515.10	MOTOROLA	MOBILE RADIO KIT	$6,417.41
01303125 4602.18	ELEVATED SAFETY LLC	TRT TEAM EQUIPMENT	$354.08
SUPPRESSION			**$14,674.59**
01303222 4301	PAUL PACIFIC	PARAMEDIC RENEWAL FEE	$41.00
01303222 4301	WILLIAM CANNONE	PARAMEDIC RENEWAL FEE	$41.00
01303223 4419	AIRGAS USA, LLC	MEDICAL SUPPLIES	$519.10
01303223 4419	BOUND TREE MEDICAL, LLC	LAERDAL INTUBATION HEAD	$2,799.99
01303224 4510	BOUND TREE MEDICAL, LLC	BACKBOARD STRAPS	$1,357.92
01303224 4510	BOUND TREE MEDICAL, LLC	LARYNGOSCOPE HANDLE	$145.98
01303224 4510	BOUND TREE MEDICAL, LLC	MAC BLADE SIZE 3	$11.98
01303224 4510	BOUND TREE MEDICAL, LLC	MILLER BLADE SIZE 3	$11.98
01303224 4510	BOUND TREE MEDICAL, LLC	WALL MOUNT THERMOMETER	$1,316.97
01303224 4510	STRYKER MEDICAL	ESTIMATED SHIPPING/HANDLING	$34.97
01303224 4510	STRYKER MEDICAL	SPO2 PATIENT CABLE	$482.16
01303224 4510	STRYKER MEDICAL	SUCTION CUPS (12 PK)	$561.70
EMERGENCY MEDICAL SERVICES			**$7,324.75**

VILLAGE OF HOFFMAN ESTATES

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ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01303322 4301	ILLINOIS FIRE INSPECTORS ASSOCIATION	APR 2023 SEMINAR	$90.00
01303322 4301	ILLINOIS FIRE INSPECTORS ASSOCIATION	FEB 2022 SEMINAR	$60.00
01303322 4303	NFPA	NFPA MEMBERSHIP FEE	$225.00
01303322 4304	TODAYS UNIFORMS	UNIFORMS	$229.85
01303324 4507	COMCAST BUSINESS	INTERNET SERVICES	$21.10
PREVENTION			**$625.95**
01303523 4412	ARLINGTON POWER EQUIPMENT	REPAIR PARTS	$572.03
01303523 4412	CASE LOTS	CITRA BLAZE SPRAY	$140.70
01303523 4412	CASE LOTS	SANIT SPRITZ SPRAY	$113.90
01303523 4412	CASE LOTS	TOILET BOWL CLEANER	$159.60
01303523 4412	CASE LOTS	TRASH CAN LINERS	$381.15
01303525 4602	ABT APPLIANCES	NEW REFRIGERATOR	$930.00
FIRE STATIONS			**$2,297.38**
TOTAL FIRE DEPARTMENT			**$29,673.16**
PUBLIC WORKS			
01401224 4509	LEAF	COPIER	$115.86
01401224 4545	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	$9.30
ADMINISTRATIVE			**$125.16**
01404123 4414	WINTER EQUIPMENT CO.	HEAVY DUTY CURBCAST 6 SHP	$1,116.50
01404123 4414	WINTER EQUIPMENT CO.	PREMIUM PLOW MARKER 36 IN	$212.80
01404123 4414	WINTER EQUIPMENT CO.	RAZOR SYSTEM 12FT SHP CAS	$1,934.40
01404123 4414	WINTER EQUIPMENT CO.	SHIPPING FEE PO #24000500	$125.22
01404123 4414	WINTER EQUIPMENT CO.	SPINNER 18 UNIVERSAL	$1,052.10
01404124 4520	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$108.86
SNOW & ICE REMOVAL			**$4,549.88**
01404224 4502	COMMONWEALTH EDISON	ELECTRIC 1066 BODE RD	$100.45
01404224 4502	COMMONWEALTH EDISON	ELECTRIC 1901 CRESCENT LN	$103.07
01404224 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 0 SEDGE LITE	$6,348.75
01404224 4521	BUILDERS ASPHALT, LLC	COLD PATCH	$728.00
01404224 4523	GRAYBAR ELECTRIC CO INC	REPAIR PARTS	$160.64
TRAFFIC OPERATIONS			**$7,440.91**
01404323 4414	THE STANDARD COMPANIES	CUT WHITE FLANNEL WIPERS	$449.50
01404324 4507	ADVANCED TREE CARE	2024 CONTRACTOR ASSISTED	$124,520.00
01404324 4507	ADVANCED TREE CARE	2024 SILVER MAPLE / SIBER	$151,260.00
01404324 4507	ADVANCED TREE CARE	TREE REMOVAL SERVICES	$19,280.00
01404324 4507	FOREVER GREEN LAWN CARE	2024 WEED CONTROL AND FERTYL	$6,268.45
01404324 4507	FOREVER GREEN LAWN CARE	THE COST OF FINAL SERVICE	$922.20
01404324 4507	MARK1 LANDSCAPE	2024 PARKWAY RESTORATION	$1,006.88
01404324 4510	VERMEER MIDWEST\VERMEER-IL	BC1800XL CHIPPER BLADES	$2,479.26
01404324 4510	VERMEER MIDWEST\VERMEER-IL	BLADE SHARPENIN	$200.00

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01404324 4537	GREEN SOILS MANAGEMENT LLC	PREMIUM COMPOST	$200.00
01404325 4610	THE FIELDS ON CATON FARM, INC.	2024 TREE AND SHRUB PLANTING	$84,030.00
01404325 4628	ARLINGTON POWER EQUIPMENT	REPLACEMENT BACKPACK BLOW	$961.98
FORESTRY			**$391,578.27**

01404423 4414	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	$56.98
01404424 4502	COMMONWEALTH EDISON	ELECTRIC 2200 W HIGGINS	$366.28
01404424 4502	COMMONWEALTH EDISON	ELECTRIC 5323 PRAIRIE	$154.93
01404424 4503	NICOR GAS	GAS 1300 WESTBURY DR	$234.91
01404424 4507	ACCURATE DOCUMENT DESTRUCTION INC	SHREDDING SERVICES	$855.17
01404424 4509	CINTAS #22	FLOOR MAT RENTAL AND CLEAN	$51.80
01404424 4510	BATTERIES PLUS BULBS	VARIOUS SUPPLIES	$57.12
01404424 4510	FOX VALLEY FIRE & SAFETY CO	ANNUAL INSP FIRE ALARM	$550.00
01404424 4510	MR ACE LLC	VARIOUS SUPPLIES	$27.53
01404424 4510	NEUCO INC	REPAIR PARTS	$299.49
01404424 4510	WEBMARC DOORS	DOOR REPAIR SERVICE	$836.64
01404424 4516	AMLINGS INTERIOR LANDSCAPE	INTERIOR LANDSCAPING	$471.33
01404424 4516	ECO CLEAN MAINTENANCE INC	VILLAGE HALL	$3,602.00
01404424 4517	ECO CLEAN MAINTENANCE INC	POLICE DEPARTMENT	$1,905.00
01404424 4517	WOLF ELECTRIC SUPPLY CO	REPAIR PARTS	$259.20
01404424 4518	CINTAS #22	FLOOR MAT RENTAL AND CLEAN	$58.45
01404424 4518	FOX VALLEY FIRE & SAFETY CO	ANNUAL INSP FIRE ALARM	$550.00
01404424 4518	JOHNSTONE SUPPLY	REPAIR PARTS	$255.75
01404424 4518	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$97.81
01404424 4518	MOLTREE MECHANICAL	EMERGENCY BOILER REPLAC.	$33,700.00
01404424 4520	ECO CLEAN MAINTENANCE INC	PUBLIC WORKS CENTER	$1,600.00
FACILITIES			**$45,990.39**

01404522 4304	CINTAS #22	UNIFORM AND MAT RENTAL	$107.03
01404523 4408	AMAZON CAPITAL SERVICES INC	BEAD BLASTER 6L TOOLS	$208.88
01404523 4411	AL WARREN OIL CO INC	FUEL BIO-DIESEL	$4,699.62
01404523 4411	AL WARREN OIL CO INC	FUEL REGULAR	$11,131.69
01404523 4414	AMAZON CAPITAL SERVICES INC	TIGER GRIP NITRILE GLOVES	$188.99
01404523 4414	GRAINGER INC	REPAIR PARTS	$7.40
01404523 4414	MYERS TIRE SUPPLY	VARIOUS SUPPLIES	$859.22
01404524 4507	PRECISE MRM LLC	5MB FLAT DATA PLAN	$270.00
01404524 4507	VERIZON CONNECT FLEET USA LLC	WIRELESS SERVICES	$2,213.96
01404524 4510	AIRGAS USA, LLC	MEDICAL SUPPLIES	$356.20
01404524 4510	AMAZON CAPITAL SERVICES INC	HOTSTART ENGINE HEATER	$129.78
01404524 4510	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$35.88
01404524 4513	CAR-ONE TIRE AND AUTO	REPAIR PARTS	$43.20
01404524 4513	INTERSTATE BATTERIES-NORTH CHICAGO	REPAIR PARTS	$309.21
01404524 4513	MAACO AUTO PAINTING	REPAIR BODY/ VEHICLE	$5,209.40
01404524 4513	MCMASTER CARR SUPPLY CO	REPAIR PARTS	$127.72
01404524 4513	ULTRA STROBE COMMUNICATIONS	VARIOUS SUPPLIES	$699.82
01404524 4514	ACME TRUCK BRAKE & SUPPLY CO.	REPAIR PARTS	$529.62
01404524 4514	ADVANCE AUTO PARTS	REPAIR PARTS	$55.60
01404524 4514	BRAD MANNING FORD INC	EXHAUST SYSTEM	$1,875.96
01404524 4514	BUMPER TO BUMPER/ LEE AUTO	REPAIR PARTS	$46.27
01404524 4514	FOSTER COACH SALES INC	REPAIR PARTS	$75.87
01404524 4514	INTERSTATE BATTERIES-NORTH CHICAGO	REPAIR PARTS	$386.25

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ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01404524 4514	INTERSTATE POWER SYSTEMS INC.	REPLACE TRANSMISSION	$19,032.30
01404524 4514	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$149.88
01404524 4514	PIEMONTES DUNDEE CHEVROLET INC	REPAIR PARTS	$290.09
01404524 4514	PIEMONTES DUNDEE CHEVROLET INC	RTN REPAIR PARTS	($50.00)
01404524 4514	POMP'S TIRE	REPAIR PARTS	$182.00
01404524 4514	RUSH TRUCK CENTER OF ILLINOIS, INC	DRIVE FAN SA85	$1,302.76
01404524 4514	RUSH TRUCK CENTER OF ILLINOIS, INC	ESTIMATED SHIPPING/HANDLING	$235.50
01404524 4514	RUSH TRUCK CENTER OF ILLINOIS, INC	REPAIR PARTS	$242.56
01404524 4514	RUSH TRUCK CENTER OF ILLINOIS, INC	RTN REPAIR PARTS	($235.50)
01404524 4533	BRAD MANNING FORD INC	REPAIR PARTS	$353.32
01404524 4534	ACME TRUCK BRAKE & SUPPLY CO.	REPAIR PARTS	$219.10
01404524 4534	ACME TRUCK BRAKE & SUPPLY CO.	RTN REPAIR PARTS	($192.00)
01404524 4534	ADVANCE AUTO PARTS	REPAIR PARTS	$121.82
01404524 4534	ADVANCE AUTO PARTS	RTN REPAIR PARTS	($121.82)
01404524 4534	DRIVE TRAIN SERVICE INC	VARIOUS SUPPLIES	$1,295.72
01404524 4534	IMPERIAL SUPPLIES LLC	REPAIR PARTS	$180.80
01404524 4534	INTERSTATE BATTERIES-NORTH CHICAGO	REPAIR PARTS	$667.67
01404524 4534	KAMMES AUTO & TRUCK REPAIR INC	STATE INSPECTION	$360.00
01404524 4534	POMP'S TIRE	REPAIR PARTS	$124.17
01404524 4534	RUSH TRUCK CENTER OF ILLINOIS, INC	GASKET	$51.80
01404524 4534	RUSH TRUCK CENTER OF ILLINOIS, INC	HARDWARE KIT	$58.90
01404524 4534	RUSH TRUCK CENTER OF ILLINOIS, INC	QUICK LATCH CLAMP	$27.31
01404524 4534	RUSH TRUCK CENTER OF ILLINOIS, INC	REACTOR	$1,060.00
01404524 4534	RUSH TRUCK CENTER OF ILLINOIS, INC	REPAIR PARTS	$113.33
01404524 4534	RUSH TRUCK CENTER OF ILLINOIS, INC	RTN REPAIR PARTS	($77.70)
01404524 4545	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$5.49
FLEET SERVICES			**$54,965.07**

01404623 4408	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$11.94
01404623 4414	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$138.38
F.A.S.T.			**$150.32**

TOTAL PUBLIC WORKS DEPARTMENT **$504,800.00**

DEVELOPMENT SERVICES

01505024 4542	AMERICAN TAXI DISPATCH INC	100 TRIPS @ $7 +ADMIN FEE	$770.00
01505024 4542	UNITED DISPATCH	SENIOR COUPONS	$1,337.00
01505024 4546	PADDOCK PUBLICATIONS INC	PUBLIC HEARINGS	$39.00
PLANNING AND TRANSPORTATION			**$2,146.00**

01505123 4403	PLUM GROVE PRINTERS INC	BUSINESS CARDS	$33.95
01505124 4507	ANIMAL TRACKERS WILDLIFE COMPANY	TREAT BALD-FACED HORNET	$250.00
01505124 4507	GILIO LANDSCAPE CONTRACTORS	MOWING FOR CODE	$640.00
CODE ENFORCEMENT			**$923.95**

01505224 4507	PAVEMENT MANAGEMENT GROUP LLC	PAVEMENT INSPECTIONS	$5,000.00
ENGINEERING			**$5,000.00**

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01505924 4542	MCDANIELS MARKETING	BRAND DEVELOPMENT	$1,000.00
01505924 4546	TOWN SQUARE PUBLICATIONS	AD & PUBLICATIONS	$1,980.00
ECONOMIC DEVELOPMENT			**$2,980.00**
TOTAL DEVELOPMENT SERVICES DEPARTMENT			**$11,049.95**

HEALTH & HUMAN SERVICES DEPARTMENT

01556523 4402	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	$82.51
01556523 4413	GLAXOSMITHKLINE	VARIOUS SUPPLIES	$915.27
01556523 4414	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	$9.62
01556524 4507.1	MECO CONSULTING GROUP, LLC	DEPARTMENT BROCHURES	$3,866.97
TOTAL HEALTH & HUMAN SERVICES DEPARTMENT			**$4,874.37**

BOARDS & COMMISSIONS DEPARTMENT

01605324 4561.1	FAIRTALE ENTERTAINMENT	4TH JULY PARADE DEPOSIT	$608.00
FOURTH OF JULY			**$608.00**
01605724 4507	THEODORE POLYGRAPH SERVICE INC.	PRE EMPLOYMENT	$200.00
FIRE & POLICE COMMISSION			**$200.00**
01605824 4593	PYROTECNICO FIREWORKS INC	FINAL PAYMENT TREE LIGHTING	$5,250.00
MISCELLANEOUS B & C			**$5,250.00**
TOTAL BOARDS & COMMISSIONS DEPARTMENT			**$6,058.00**
TOTAL GENERAL FUND			**$812,881.22**

MFT FUND

03400024 4512	ILLINOIS DEPT OF TRANSPORTATION	ANNUAL TRAFFIC SIGNAL MAINT	$4,373.85
03400024 4512	MEADE ELECTRIC CO., INC.	ANNUAL TRAFFIC SIGNAL MAINT	$589.38
03400024 4512	MEADE ELECTRIC CO., INC.	EMERG VEHICLE PRE-EMPTION	$750.88
TOTAL MFT FUND			**$5,714.11**

PRAIRIE STONE CAPITAL FUND

27000025 4621	TRIA ARCHITECTURE INC	PROFESSIONAL SERVICES	$6,238.85
TOTAL PRAIRIE STONE CAPITAL FUND			**$6,238.85**

ROAD IMPROVEMENT FUND

29000025 4606	APPLIED GEOSCIENCE INC.	2024 INFRASTRUCTURE PROJECT	$42,942.00
29000025 4606	TRANSYSTEMS CORP.	GANNON DR RESURFACING	$4,738.81
TOTAL ROAD IMPROVEMENT FUND			**$47,680.81**

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ACCOUNT	VENDOR	DESCRIPTION	AMOUNT

CAPITAL VEHICLE AND EQUIPMENT FUND

37000025 4602	AXON ENTERPRISE INC	PROFESSIONAL SERVICES	$2,074.66
37000025 4612	AIR ONE EQUIPMENT INC	PAC TOOL MOUNT BOLT CUTTER	$180.00
37000025 4612	AIR ONE EQUIPMENT INC	PAC TOOL MOUNT HANDLE LOCK	$420.00
37000025 4612	AIR ONE EQUIPMENT INC	PAC TOOL MOUNT IRONS KIT	$235.00
37000025 4612	AIR ONE EQUIPMENT INC	SHIPPING FEE PO #24000576	$57.00
TOTAL CAPITAL VEHICLE AND EQUIPMENT FUND			**$2,966.66**

WATERWORKS AND SEWERAGE FUND

40 0411	AMIT VEERGOUDAR	UB REFUND	$85.00
40 0411	BARBARA HANSEN	UB REFUND	$26.23
40 0411	GAURAV GUGALE & MONIKA MUNOT	UB REFUND	$7.41
40 0411	JAKUB ZUCHWICZ	UB REFUND	$41.80
40 0411	JOHN BONDAROWICZ	UB REFUND	$222.87
40 0411	JUN & JOSEPH UESUGI & LEE KIM	UB REFUND	$81.33
40 0411	KENDALL PARTNERS LTD	UB REFUND	$42.30
40 0411	KIM BALEK	UB REFUND	$8.23
40 0411	MARRAM GROUP LLC	UB REFUND	$42.30
40 0411	OH TACOMA 1 SUBI A SERIES	UB REFUND	$104.25
40 0411	SAIF ALKISHTAINI	UB REFUND	$41.24
40 0411	SAT & MADHU SALWAN	UB REFUND	$39.25
40 0411	TADAO FURUYA	REISSUE UB REFUND	$199.07
40 0411	THABRIAZE AHMED	REISSUE UB REFUND	$8.13
40 1445	SCHROEDER ASPHALT SERVICES INC	HYDRANT METER DEPOS. REFUND	$2,025.00
WATER MISCELLANEOUS PAYMENT			**$2,974.41**

40406723 4414	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$206.54
40406723 4414	TEST GAUGE INC	REPAIR PARTS	$127.40
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 1775 ABBEY-WOOD	$5,042.29
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 1790 CHIPPENDALE	$187.80
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 2 N HILLCREST	$125.02
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 2002 PARKVIEW	$1,130.41
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 2150 STONINGTON	$3,988.07
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 780 HASSELL RD	$257.51
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 95 ASTER LN	$861.11
40406724 4503	NICOR GAS	GAS 4690 OLMSTEAD DR	$52.01
40406724 4507	CONCENTRIC INTEGRATION	SCADA CYBER SECURITY IMPL	$3,061.61
40406724 4507	PACE ANALYTICAL SERVICES LLC	PERFORM WATER SAMPLE TEST	$605.00
40406724 4507	PRECISE MRM LLC	5MB FLAT DATA PLAN	$30.00
40406724 4507	VERIZON CONNECT FLEET USA LLC	WIRELESS SERVICES	$245.99
40406724 4509	LEAF	COPIER	$115.87
40406724 4510	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$35.88
40406724 4527	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$61.32
40406724 4528	HYDRAFLO INC.	REPAIR PARTS	$1,364.50
40406724 4529	BEVERLY MATERIALS, L.L.C.	051 CM-06	$91.42
40406724 4529	BEVERLY MATERIALS, L.L.C.	CLEAN FILL - SEMI	$136.00
40406724 4529	BEVERLY MATERIALS, L.L.C.	CLEAN FILL - SEMI 6 & 4	$709.00
40406724 4529	JSN CONTRACTORS SUPPLY	VARIOUS SUPPLIES	$320.88

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ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
40406724 4529	UNDERGROUND PIPE & VALVE CO	REPAIR PARTS	$797.00
40406724 4529	WATER PRODUCTS CO.	REPAIR PARTS	$553.38
40406724 4531	GRAINGER INC	REPAIR PARTS	$93.04
40406724 4531	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$7.07
40406724 4585	AMAZON CAPITAL SERVICES INC	WATERPROOF BATTERY CHARGE	$298.62
40406724 4585	CAR-ONE TIRE AND AUTO	REPAIR PARTS	$177.07
40406724 4585	KAMMES AUTO & TRUCK REPAIR INC	STATE INSPECTION	$135.00
40406724 4585	RUSH TRUCK CENTER OF ILLINOIS, INC	REPAIR PARTS	$290.00
WATER DIVISION			**$21,106.81**

40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1200 KINGSDALE	$133.00
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1215 MOON LAKE	$702.03
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1513 GOLF RD	$1,012.95
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1629 CROWFOOT	$170.89
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1775 HUNTINGTON	$232.90
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1790 CHIPPENDALE	$281.70
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1869 HAMPTON RD	$115.08
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 2094 CARLING RD	$65.22
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 2364 HIGGINS RD	$1,286.64
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 2380 GOLF RD	$290.18
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 5400 W GOLF RD	$2,403.09
40406824 4507	SAUL EWING LLP	PROFESSIONAL SERVICES	$14,996.10
40406824 4530	JSN CONTRACTORS SUPPLY	VARIOUS SUPPLIES	$320.88
SEWER DIVISION			**$22,010.66**

40407324 4527	DIXON ENGINEERING INC	ENGINEERING SERVICES	$1,500.00
CAPITAL PROJECTS			**$1,500.00**

TOTAL WATERWORKS AND SEWERAGE FUND	**$47,591.88**

NOW ARENA OPERATING FUND

41000023 4414	KAMMES AUTO & TRUCK REPAIR INC	STATE INSPECTION	$90.00
TOTAL NOW ARENA OPERATING FUND			**$90.00**

INFORMATION TECHNOLOGY FUND

47008524 4507	CLARIS INTERNATIONAL INC	CLARIS LICENSING	$990.00
47008524 4507	PLANTE & MORAN PLLC	PHASE 6: CONTRACT NEGOT.	$11,250.00
47008524 4507	SERVERCENTRAL LLC	CLOUD STORAGE	$600.00
47008524 4507	TECHNO CONSULTING INC	MONTHLY SUPPORT CONTRACT	$2,400.00
47008524 4507	TECHNO CONSULTING INC	N-ABLE RMM	$2,236.80
47008524 4510	NOMIC NETWORKS INC	NOMIC IPS	$1,647.00
47008525 4602	TECHNO CONSULTING INC	CORE ROUTER CUT OVER PROF	$2,300.00
OPERATIONS			**$21,423.80**

47008625 4602	BPM AUDIO VIDEO LLC	REAL TIME INFORMATION CENTER	$29,958.24
47008625 4602	CDW-GOVERNMENT INC	COMPUTER FOR MDM PROJECT	$580.84

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
47008625 4602	DELL MARKETING LP	NOW ARENA ANNUAL COMPUTER	$17,712.59
47008625 4619	SUPERION LLC	FINANCE PLUS UPGRADE	$1,035.00
CAPITAL ASSETS			**$49,286.67**
TOTAL INFORMATION TECHNOLOGY FUND			**$70,710.47**

POLICE PENSION FUND

50000010 3101	COOK COUNTY COLLECTOR	PROPERTY TAX LIABILITY	$56,991.85
TOTAL POLICE PENSION FUND			**$56,991.85**

FIREFIGHTERS PENSION FUND

51000010 3101	COOK COUNTY COLLECTOR	PROPERTY TAX LIABILITY	$51,460.23
TOTAL FIREFIGHTERS PENSION FUND			**$51,460.23**

ROSELLE ROAD TIF FUND

62000010 3101	COOK COUNTY COLLECTOR	PROPERTY TAX LIABILITY	$5,230.30
TOTAL ROSELLE ROAD TIF FUND			**$5,230.30**

HIGGINS-OLD SUTTON TIF FUND

68000010 3101	COOK COUNTY COLLECTOR	PROPERTY TAX LIABILITY	$26,137.61
TOTAL HIGGINS-OLD SUTTON TIF FUND			**$26,137.61**

HIGGINS-HASSELL TIF FUND

72000010 3101	COOK COUNTY COLLECTOR	PROPERTY TAX LIABILITY	$13,808.87
72000026 4702	BLACKBERRY FALLS II LLC	2024 HIGGINS/HASSELL TIF	$70,447.38
72000026 4702	DESCHOUW BSM LLC	2024 HIGGINS/HASSELL TIF	$262,715.74
TOTAL HIGGINS-HASSELL TIF FUND			**$346,971.99**

BILL LIST TOTAL **$1,480,665.98**

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20241128 00:00:00.000' and '20241212 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION------	SALES TAX	AMOUNT
0102	136503 V	09/26/24	2239	COOK COUNTY CLERK	01101524	RECORDINGS	0.00	-133.00
0102	137133 V	11/19/24	18703	DAVID CLARK COMPANY INC	01303124	REPAIR SERVICE	0.00	-87.75
0102	137288 V	12/03/24	22156	BIOCONNECT INC.	01303224	SERVICE SUBSCRIPTION	0.00	-38,977.00
0102	137391	12/02/24	22159	MILOS DEDOVIC	01000014	DISMISSED CITATION	0.00	520.00
0102	137392	12/02/24	20911	PEERLESS NETWORK INC	01404424	LANDLINES	0.00	2,394.82
0102	137392	12/02/24	20911	PEERLESS NETWORK INC	40406724	LANDLINES	0.00	902.83
0102	137392	12/02/24	20911	PEERLESS NETWORK INC	01556524	LANDLINES	0.00	3.41
TOTAL CHECK							0.00	3,301.06
0102	137393	12/02/24	14833	DARIUSZ RASZKA	01	C-PAL	0.00	1,529.97
0102	137394 V	12/03/24	22161	MAIRA FLORES	01556524	FLORECIENDO WOMEN'S	0.00	-500.00
0102	137394	12/03/24	22161	MAIRA FLORES	01556524	FLORECIENDO WOMEN'S	0.00	500.00
TOTAL CHECK							0.00	0.00
0102	137395	12/04/24	2239	COOK COUNTY CLERK	01101524	RECORDINGS	0.00	133.00
0102	137396	12/04/24	18286	PATRIOT PAVEMENT MAINTEN	29000025	2024 PREVENTATIVE MAIN	0.00	183,523.40
0102	137397	12/04/24	2645	FEDERAL EXPRESS CORP	01101423	SHIPPING	0.00	16.18
0102	137410	12/05/24	22161	MAIRA FLORES	01556524	FLORECIENDO WOMEN'S	0.00	500.00
TOTAL CASH ACCOUNT							0.00	150,325.86
TOTAL FUND							0.00	150,325.86
TOTAL REPORT							0.00	150,325.86

Detail of Wire/ACH Activity
For the Period 11/01/24 - 11/30/24

Date	Vendor	Description	Source of Funds	Amount
11/01/24	IPBC	Insurance Premium	General	$ 660,098.32
11/01/24	CCMSI	General Liability Claims	Insurance	$ 20,253.35
11/04/24	Payment Express	Credit Card Merchant Fees 10/24	General, Water & Sewer	$ 119.40
11/07/24	Verra Mobility American Traffic Solutions	Red Light Cameras	General	$ 7,600.00
11/07/24	DataProse LLC	Printing & Postage for Water Bills	Water & Sewer	$ 75.22
11/12/24	Canon Financial Services Inc	Copier Lease Payment	Capital Vehicle & Equipment	$ 1,734.00
11/12/24	Leaf	Copier Lease Payment	Capital Vehicle & Equipment	$ 765.62
11/12/24	Neopost	Replenish Postage Machine	General, Water & Sewer	$ 1,600.00
11/12/24	Wex Bank	Fuel Purchases	General	$ 1,298.28
11/13/24	IMRF	IMRF October 2024 Payroll Costs	Various	$ 113,293.33
11/18/24	Neopost	Replenish Postage Machine	General, Water & Sewer	$ 1,600.00
11/21/24	Employer's Claim Service	Workers Comp Claims	Insurance	$ 85,857.61
11/21/24	JPM Chase Bank	2019 GO Bonds Payment	General, Water & Sewer	$ 600,425.00
11/21/24	JPM Chase Bank	2019 GO Bonds Payment	General, Water & Sewer	$ 79,147.04
11/21/24	JAWA	Monthly Water Usage	Water & Sewer	$ 782,502.00
11/21/24	SWANCC	Monthly Tipping Fees	Municipal Waste System	$ 74,032.00
11/21/24	Central States Pension Fund	Liability Withdrawal	NOW Arena Operating	$ 763.16
11/21/24	CCMSI	General Liability Claims	Insurance	$ 3,311.54
11/22/24	Amalgamated Bank of Chicago	2024 Bond Registrar Debt Payment Fee	General	$ 1.75
11/22/24	Amalgamated Bank of Chicago	2024 Debt Service Payment	General	$ 188,234.44
11/22/24	Amalgamated Bank of Chicago	2018 Bond Registrar Debt Payment Fee	Water & Sewer, 2018 GO Debt Service	$ 1.75
11/22/24	Amalgamated Bank of Chicago	2018 Debt Service Payment	Water & Sewer, 2018 GO Debt Service	$ 2,494,668.75
11/22/24	Amalgamated Bank of Chicago	2017A Bond Registrar Debt Payment Fee	General, Water & Sewer	$ 1.75
11/22/24	Amalgamated Bank of Chicago	2017A Debt Service Payment	General, Water & Sewer	$ 429,281.26
11/22/24	Amalgamated Bank of Chicago	2017B Bond Registrar Debt Payment Fee	General, Water & Sewer	$ 1.75
11/22/24	Amalgamated Bank of Chicago	2017B Debt Service Payment	General, Water & Sewer	$ 95,425.00
11/22/24	Amalgamated Bank of Chicago	2016 Bond Registrar Debt Payment Fee	2016 GO Debt Service	$ 1.75
11/22/24	Amalgamated Bank of Chicago	2016 Debt Service Payment	2016 GO Debt Service	$ 164,800.00
11/22/24	Amalgamated Bank of Chicago	2015C Bond Registrar Debt Payment Fee	NOW Arena Operating	$ 1.75
11/22/24	Amalgamated Bank of Chicago	2015C Debt Service Payment	NOW Arena Operating	$ 505,906.26
11/22/24	Amalgamated Bank of Chicago	2015B Bond Registrar Debt Payment Fee	Water & Sewer, Stormwater, 2015B GO Debt	$ 1.75
11/22/24	Amalgamated Bank of Chicago	2015B Debt Service Payment	Water & Sewer, Stormwater, 2015B GO Debt	$ 532,900.00
11/22/24	Amalgamated Bank of Chicago	2015A Bond Registrar Debt Payment Fee	NOW Arena Operating	$ 1.75
11/22/24	Amalgamated Bank of Chicago	2015A Debt Service Payment	NOW Arena Operating	$ 2,583,627.50
11/27/24	Neopost	Replenish Postage Machine	General, Water & Sewer	$ 1,600.00
	TOTAL			**$ 9,430,933.08**

AGENDA ITEM REPORT

Village Board of Trustees
December 16, 2024
ITEM 5C

REQUEST: Approval of an Employee Leasing Agreement with MGT Impact Solutions, LLC, for Civil Engineer staff services at a rate of $95.16 per hour.

FROM: Alan Wenderski, Director of Engineering
Peter Gugliotta, Director of Development Services

ITEM TYPE: Action Item - Village Board

REQUEST SUMMARY

Since 2021, the Village has retained the services of an experienced Civil Engineer through an annual contract with MGT Impact Solutions, LLC (MGT) - formerly known as GOVTEMPS. Due to continued need, the contract has been extended each year, with the next expiration being January 3, 2025.

Having a part-time experienced MGT employee on board the past few years has been critical to meeting a heavy infrastructure workload, as well as assisting with mentoring and training. As of the fall of 2024, the Engineering Division has filled all position vacancies and is now working to reduce dependence on this consultant assistance for daily functions. With the infrastructure workload increasing again in 2025 and several key projects currently underway, the phase-out of this consultant will need to occur over the next several months. However, the Village is able to reduce the average weekly consultant hours from approximately 24 to roughly 15 in early 2025. The same engineer who has been working with the Village since 2021 continues to be available into 2025.

A new contract, including an updated Exhibit A, is attached to extend the agreement with MGT for a Civil Engineer. The contract is structured so the temporary staff assistance is done on a contract basis and not as an employee of the Village. The Village will pay MGT on a monthly basis at the hourly rate of $95.16 (previously $87.50), which will cover the employee’s pay plus all MGT's costs. This person will work on average 15 hours per week on a schedule as determined by the Director of the Engineering Division. The term runs from January 6, 2025, through May 30, 2025, with a provision that the agreement will automatically extend on a bi-weekly basis until January 2, 2026, unless either party chooses to terminate.

FINANCIAL IMPACT

Funding for the cost of this temporary employee contract is included in the formal Village 2025 Budget.

RECOMMENDATION

Approval of an Employee Leasing Agreement with MGT Impact Solutions, LLC, for Civil Engineer staff services at a rate of $95.16 per hour.

ATTACHMENTS

1. Employee Leasing Agreement - January 2025

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **MGT Impact Solutions, LLC** ("MGT”), and the **Village of Hoffman Estates** (the "Client"). MGT and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). MGT and the Client agree as follows:

SECTION 1
SCOPE OF AGREEMENT

Section 1.01. **Assigned Employee**. The Client will lease certain employees of MGT, and MGT will lease to the Client, the personnel identified in attached Exhibit **A**, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be modified from time to time by an amended Exhibit **A** signed by both MGT and the Client. MGT has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that MGT remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by MGT. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. **Independent Contractor**. MGT is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. MGT has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client’s express written consent.

SECTION 2
SERVICES AND OBLIGATIONS OF MGT AND CLIENT

Section 2.01. **Payment of Wages**. MGT will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from MGT’s own account in accordance with federal and Illinois law and MGT’s standard payroll practices. MGT will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that MGT may engage a financial entity to maintain its financing and record-keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with MGT and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to Section 2.01. As to Assigned Employees, MGT will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act (“ERISA”) of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. **Workers’ Compensation**. To the extent required by applicable law, MGT will maintain in effect workers’ compensation coverage covering its Assigned Employee’s work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify MGT for the workers compensation claims of the Assigned Employee(s) and MGT agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold MGT harmless for all loss and expense incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

Section 2.03. Employee Benefits. MGT will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B.** MGT may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to MGT under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. MGT will maintain records of all wages and benefits paid and personnel actions taken by MGT in connection with any of the Assigned Employees. MGT will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of MGT. MGT will comply with any federal, state and local law applicable to its Assigned Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a "public employee" under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee" under Section 1-102 thereof with respect to the work performed for the Client hereunder.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from MGT's internal and external loss control specialists, MGT's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by MGT's workers' compensation carrier. MGT and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe workplace. MGT's rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to MGT under this Agreement.

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment.

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements.

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by MGT and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with MGT regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement.

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining Agreement.

(f) The Client must report to MGT any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting.

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to MGT within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3
FEES PAYABLE TO MGT

Section 3.01. Fees. The Client will pay MGT fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits MGT paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable MGT pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, MGT will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to MGT to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, MGT may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4
INSURANCE

Section 4.01. General and Professional Liability Insurance.

(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of $1,000,000 per occurrence, $3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with MGT and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) MGT shall use its best efforts to obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7 of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s). To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against MGT with relation thereto.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to MGT one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

Section 4.03. Automobile Liability Insurance. The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

SECTION 5
DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by MGT on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, MGT may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, MGT has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to-Hire Option. At the end of the Term, the Client may, upon payment of the Temp-to-hire fee, hire the Assigned Employee as a permanent or temporary employee of the Client. Clients acknowledges the substantial investment of time and resources by MGT under this Agreement to place its leased employee with Client. If after the end of the Term, Client is interested in hiring the Assigned Employee as either a permanent or temporary employee, MGT will determine a reasonable Temp to Hire fee based on the totality of the circumstances.

SECTION 6
NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges MGT's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with MGT, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that MGT is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which MGT can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7
DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by MGT. MGT agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) MGT's breach of its obligations under this Agreement; (b) actions or conduct of MGT and its related business entities, their agents, representatives, and employees (the "MGT Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of MGT or any of the MGT Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the MGT Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the MGT parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnified Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8
MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding MGT's placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties.

This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. **Further Assurances**. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. **Gender**. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. **Section Headings**. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. **Severability**. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. **Waiver of Provisions**. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. **Confidentiality**. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. **Force Majeure**. MGT will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of MGT.

Section 8.13. **Assignment.** Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

SECTION 9
DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Cook County. Venue and jurisdiction for any action under this Agreement is Cook County. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

SECTION 10
NOTICES

SECTION 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to MGT:

MGT Impact Solutions, LLC
790 Frontage Road Suite 213
Northfield, Illinois 60093
Attn: Michael J. Earl
224-261-8366 - mearl@mgt.us

If to Client:

Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169
Attn: Patrick J. Seger
847-781-2691 - Patrick.seger@hoffmanestates.org

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by MGT.

MGT IMPACT SOLUTIONS, LLC

By ______________________________
Name: A. Trey Traviesa
Title: CEO – MGT Impact Solutions, LLC

EFFECTVE DATE: January 6, 2025

CLIENT

By ______________________________________

Name:______________________________________

Title: ______________________________________

EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Paul Redman

POSITION/ASSIGNMENT: Engineering Technician

POSITION TERM: January 6, 2025 – May 30, 2025. Upon mutual agreement of both parties, the agreement may be extended up to January 2, 2026. Either party may terminate the agreement by providing two weeks advance written notice.

BASE COMPENSATION: $95.16/hour. Assigned employee will work a variable schedule but it is anticipated that employee will work on average about 15 hours/week. Employee will be compensated only for hours worked and will not be compensated for Village holidays or any other time off for personal reasons. Hours should be reported via email to payroll@govtempsusa.com by the close of business on the Monday after the prior work week.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

MGT IMPACT SOLUTIONS, LLC	**CLIENT:**
By:	By:
Date: 12/3/2024	Date:

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.

EXHIBIT B
Summary of Benefits

Does Not Apply

AGENDA ITEM REPORT
Village Board of Trustees
December 16, 2024
ITEM 5D

REQUEST:	Approval of Lakewood Center TIF Reimbursement Request #4 in the amount of $26,221,583.98.
FROM:	Kevin Kramer, Director of Economic Development
ITEM TYPE:	Action Item - Village Board

REQUEST SUMMARY

The Village Board previously approved:

- A Development Agreement between the Village and the purchaser of the former AT&T campus site on April 25, 2018.
- The commission of a Tax Increment Financing District Eligibility Study and Redevelopment Plan and Project for the Lakewood Center Redevelopment Project Area. That report was completed and filed with the Village Clerk on October 25, 2018.
- A Resolution for the purposes of inducing development of property within the Lakewood Center Redevelopment Project Area and the creation of a Tax Increment Financing (TIF) District (Resolution 1671-2018).
- On January 21, 2019, Ordinances officially adopting a TIF District for the Lakewood Center Redevelopment Project Area (Ordinances 4702-2019, 4703-2019, 4704-2019).
- On January 28, 2019, a Redevelopment Agreement and TIF Notes for the Lakewood Center TIF allocating a portion of TIF revenues to a specific redevelopment project (Ordinance 4707-2019).
- The issuance of TIF Notes A & B with Reimbursement Request #1 on December 21, 2020 in the amount of $7,612,445.50 to be reimbursed.

The developer previously submitted Reimbursement Request #1 in the amount of $ $25,374,818.04, Reimbursement Request #2 in the amount of $ $45,872,929.44, and Reimbursement Request #3 in the amount of $31,454,153.10. The developer has completed the east side renovations, built out nearly 300,000 sf of office, retail, restaurant and fitness space including new tenant spaces for Club Colors, VIPAR, JumpFly, and more. These and other TIF eligible costs have been submitted to the Village for costs incurred over the past year, though not submitted in the previous request, according to the agreements entered into by both parties, for reimbursement from the TIF, as funds become available. The developer has submitted Reimbursement Request #4 in the amount of $26,221,583.98. Staff has verified all TIF Eligible costs, which total $22,291,309.71, according to the TIF Act and the Redevelopment Agreement.

The Ordinance approving the Development Agreement and the TIF Notes stipulate that the Corporate Authorities approve Reimbursement Requests, and directs the Finance Director to update the TIF Notes to the new amount (which cannot exceed the $53,767,000 or 30% of the total project costs, whichever is lesser).

Two TIF Notes were authorized as part of this TIF creation on January 21, 2019 and issued on January 1, 2021. TIF Note A is interest bearing and has a Maximum Aggregate Principal of $43,013,600, which could not be prepaid by the TIF. TIF Note B is interest bearing and has a Maximum Aggregate Principal of $10,753,400, which could be prepaid by the TIF.

The payments to each Note, according to the Note Ordinance, shall be 80% to Note A and 20% to Note B. Therefore, Reimbursement Request #4 would allocate an additional $6,293,180.16 to Note A and $1,573,295.04 to Note B, totaling the $7,866,475.19 which is 30% of the Total Project Costs. See the attached spreadsheet breaking down the total costs from the TIF eligible costs and the amount to be approved for reimbursement.

The Finance Director is authorized to issue and increase the TIF Note upon Village Board approval of the Reimbursement Request.

The developer continues to market the site, remodel upper floors for tenants, design new event spaces, plan for residential, plan for a hotel, and lease spaces. Additional TIF eligible costs will be submitted in the future.

FINANCIAL IMPACT

TIF financing is based on the principal that new development or redevelopment will increase the tax base. That increase in tax base, over time, generates additional property taxes. Those property taxes are directed to the TIF increment fund over the 23-year life of the TIF. Thus, the development itself generates a pool of money which can be used to pay for TIF eligible costs and provide an incentive for the developer or others to redevelop the site.

RECOMMENDATION

Approval of the Lakewood Center TIF Reimbursement Request #4 in the amount of $26,221,583.98.

ATTACHMENTS

1. Lakewood TIF Reimbursement Summary Nov'24
2. TIF Request for Reimbursement #4 RZ signed

LAKEWOOD TIF TOTALS AND TIF NOTE CALCULATIONS
11/26/2024

	Reimb. Request #1	Reimb. Request #2	Reimb. Request #3	Reimb. Request #	Total to date	
Total Project Costs Submitted	$25,374,818.04	$45,872,929.44	$31,454,153.10	$26,221,583.98	$128,923,484.56	
TIF Eligible Project Costs Submitted	$25,374,818.04	$27,812,586.13	$18,118,730.07	$22,291,309.71	$93,597,443.95	
Amount Approved for Reimbursement (30% of Total Project Costs above)	**$7,612,445.41**	**$13,761,878.83**	**$9,436,245.93**	**$7,866,475.19**	**$38,677,045.37**	(Maximum amount of $53,767,000.00)
Outstanding Principal Amount to Note A (80% of Total Aggregate)	$6,089,956.33	$11,009,503.07	$7,548,996.74	$6,293,180.16	$30,941,636.29	(Maximum amount of $43,013,600.00)
Outstanding Principal Amount to Note B (20% of Total Aggregate)	$1,522,489.08	$2,752,375.77	$1,887,249.19	$1,573,295.04	$7,735,409.07	(Maximum amount of $10,753,400.00)

Hoffman Estates Acquisitions LLC

2000 AT&T Center Drive | Hoffman Estates, Illinois | 60192

Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60169
Attention: Village Manager

Re: Redevelopment Agreement, dated January 29, 2019 ("**Agreement**")
By and Between the Village of Hoffman Estates, Illinois and
Hoffman Estates Acquisitions LLC ("**Developer**")

You are requested to disburse funds from the Special Tax Allocation Fund pursuant to the Note Ordinance and Article V of the Redevelopment Agreement described above in the amount(s), to the person(s) and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO.: 4

2. PAYMENT DUE TO: **HOFFMAN ESTATES ACQUISITIONS LLC**
a Delaware limited liability company

3. FOR THIS REQUEST FOR REIMBURSEMENT, THE DEVELOPER REQUESTS THE VILLAGE TO APPROVE THE FOLLOWING EXPENDITURES AS HAVING BEEN INCURRED BY THE DEVELOPER AND AS CONSTITUTING ELIGIBLE REDEVELOPMENT PROJECT COSTS AND TOTAL PROJECT COSTS, PURSUANT TO SECTION 403 OF THE REDEVELOPMENT AGREEMENT:

   a. TOTAL PROJECT COSTS TO DATE: $ 128,923,484.08

4. b. AMOUNT TO BE APPROVED FOR REIMBURSEMENT AS TOTAL ELIGIBLE REDEVELOPMENT PROJECT COSTS: $93,597,443.95

   c. TOTAL PROJECT COSTS INCURRED SINCE DATE OF LAST REQUEST FOR REIMBURSEMENT: $26,221,583.98

5. The Developer certifies that:

   (i) the amounts to be reimbursed pursuant to this Request for Reimbursement were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the Construction Plans and Final Project Documents heretofore in effect;

(ii) the expenditures representing Eligible Redevelopment Project Costs and Total Project Costs have been properly recorded on the Developer's books, and a correct summary of such costs are set forth in Schedule 1 attached hereto, and the information required in Section 403 is herewith provided to the Village for all sums for which reimbursement is requested;

(iii) the Eligible Redevelopment Project Costs set forth in Schedule 1 have been paid by the Developer and are reimbursable under the Act, the Note Ordinance and the Redevelopment Agreement, and each item listed on Schedule 1 has not previously been paid or reimbursed from money derived from the Fund or any money derived from any project fund established pursuant to the Note Ordinance, and no part thereof has been included in any other certificate previously filed with the Village;

(iv) the expenditures for which reimbursement is sought are not greater than those necessary to reimburse the Developer for its funds actually paid for Eligible Redevelopment Project Costs; and

(v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under Redevelopment Agreement.

HOFFMAN ESTATES ACQUISITIONS LLC
a Delaware limited liability company

By:____________________

Title: Managing Member

Date: 11/26/24

[Village Approval to Immediately Follow]

33707991.2
43938971.2

VILLAGE APPROVAL

The aggregate Eligible Redevelopment Project Costs now approved by the Village under Requests for Reimbursement Nos. 1, 2, 3 and 4 are a total of: $ 128,923,484.08.

The Total Project Costs incurred and documented by the Developer under Requests for Reimbursement Nos. 1, 2, 3 and 4 are a total of: $93,597,443.95 ; and

The Maximum Reimbursement Amount now equals: $ 38,677,045.22, plus interest per the Agreement.

APPROVED BY THE
VILLAGE OF HOFFMAN ESTATES, ILLINOIS

By: ______________________________
Village Manager

Date of Approval by the Village: ________________________

33707991.2
43938971.2

SCHEDULE 1 TO
REQUEST FOR REIMBURSEMENT #4
Through March 30, 2024

Eligible Project Redevelopment Costs:

A.	**65 ILCS 5 11-74.4-3(q)(1) Costs**	
1	Wight & Company	161,238.78
2	Giordano Halleran & Ciesla	11,442.10
3	Rock Fusco & Connelly, LLC	74,747.93
4	Barker Nestor, Inc.	14,512.00
5	Honigman LLP	24,643.42
6	Hugh Lighting Design	8,932.05
7	Farhadian Law PC	210,213.35
8	Diligent Design Group Inc	104,430.00
9	SDI Presence, LLC	16,898.04
10	Adarsan Holdings, reimb for legal costs from Greenberg Traurig	129,316.89
11	Kimley Horn	20,660.00
12	Interwork Architects	19,986.20
13	Nelson Architecture	5,197.65
	Total	802,218.41

B.	65 ILCS 5/11-74.4-3(q)(1.6) Costs:	
1	Bisnow	45,750.00
2	Antenna Group, Inc.	46,000.00
3	NPZ Style+Décor	317,915.20
4	Oz Promotions	5,875.50
5	RealtyAds, LLC	29,900.00
6	Real Estate Publishing Corporation	3,000.00
7	Town Square Publications	3,595.00
8	Yelloh Media LLC	7,900.00
9	Colliers International -PM	59,985.00
10	CBRE, Inc.	1,794,885.75
11	Colliers Bennett & Kahnweiler LLC	2,814,573.34
12	Colliers International	1,637,382.25
13	Newmark Partners LC	90,468.00
	Total	6,857,230.04

C	65 ILCS 5/11-74.4-3(q)(2) Costs:	
	Property Acquisition Cost:	$ -

D	65 ILCS 5/11-74.4-3(q)(3) Costs:	
1	ML Group Design & Development LLC	10,007,969.91

3	Anderson Lock Company LTD		10,945.03
4	Atomatic Mechanical Services, Inc		36,037.00
5	Boelter LLC		17,550.00
6	Chicago Pinball Movers		11,269.50
7	Conforti Construction Services Inc.		11,500.00
8	Colliers International		4,130.80
9	Devincio, Inc		37,647.23
10	CertaPro Painters of the North Shore		3,960.00
11	Eastern Funding LLC		102,975.00
12	Hard Surface Solutions, Inc		43,978.00
14	Harvard Protection Services, LLC		7,809.43
15	Ibrand Visual LLC		122,530.62
16	JK Technology Solutions		28,458.73
17	Keyth Security Systems, Inc		(1,946.91)
18	MTH Enterprises LLC		65,904.00
19	Save A Watt Conservation LLC		88,251.14
21	Siemens Industry Inc		492,778.99
22	Somerset Development, LLC		271,363.98
24	Thermosystems, LLC		9,994.00
25	Thomas Interior Systems Inc		53,818.56
26	Union Design LLC		57,700.00
27	United Door and Dock, LLC		626.00
28	Victor Construction Co., Inc		17,782.50
29	WB Wood NY LLC		35,012.44
30	Wilshore Electric, LLC		8,755.00
31	Garden Electric, Inc		4,540.00
33	CDI Construction Group		488,829.88
34	Heritage Crystal Clean		673,924.68
35	Headline Solar, LLC		78,450.00
36	Vipar Heavy Duty, Inc.		74,088.00
37	Jumpfly, Inc.		150,780.00
38	Club Colors		390,000.00
		Total	13,407,413.51

E	65 ILCS 5/11-74.4-3(q)(6) Costs:		
1			$ 1,224,447.75
		Total	1,224,447.75

Request for Reimbursement #3

ELIGIBLE PROJECT REDEVELOPMENT COSTS TOTAL:

$ 22,291,309.71

33707991.2
43938971.2

AGENDA ITEM REPORT

Village Board of Trustees
December 16, 2024
ITEM 5E

REQUEST:	Approval of 2025 Village Board and Standing Committees meeting schedule.
FROM:	Eric Palm, Village Manager
ITEM TYPE:	Action Item - Village Board

REQUEST SUMMARY
To provide discussion regarding the 2025 Village Board and Standing Committees meeting schedule.

Staff conducted a review of national holidays as well as major religious holidays celebrated by the Christian, Islamic and Jewish faiths that fall on the dates of scheduled 2025 Village Board and Standing Committee meetings.

Rosh Hashanah begins at sunset on September 22. The Committee meetings that evening can be moved to September 15, prior to the Village Board meeting that evening.

The following national holidays fall on scheduled meeting dates:

Memorial Day – May 26, 2025
Labor Day – September 1, 2025

Memorial Day falls on Monday, May 26. The Committee meetings normally scheduled for that evening can be moved to Monday, June 2, prior to the Village Board meeting. Also, Labor Day in 2025 conflicts with the Village Board meeting on September 1st. This meeting can be moved to Tuesday, September 2, 2025.

Staff has also compiled a list of conferences that the Mayor and Board of Trustees often attend that fall on Mondays. In 2025, only the National League of Cities falls on a meeting date:

National League of Cities – March 10-12, 2025The March 10 Committee meetings can be moved to March 17, prior to the Village Board meeting that evening.

For many years, the Village Board has approved a summer meeting schedule that consists of summer Board and Standing Committee meetings occurring on the 1st and 3rd Mondays of the month in July and August, with no 2nd and 4th Monday meetings. For July meetings, the dates would be Monday, July 7 and July 21. For August meetings, the dates would be August 4 and August 18.

FINANCIAL IMPACT
N/A

RECOMMENDATION
Staff recommends scheduling Village Board and Standing Committee meetings for 2025 as follows:

Village Board	**Standing Committees**
January 13, 20	January 13, 27
February 3, 17	February 10, 24
March 3, 17	March 17 (10*), 24
Aril 7, 21	April 14, April 28
May 5, 19	May 12, June 2 (May 26*)
June 2, 16	June 9, 23
July 7, 21	July 7, 21
August 4, 18	August 4, 18
September 2 (1*), 15	September 8, 15 (22*)
October 6, 20	October 13, 27
November 3, 17	November 10, 24
December 1, 15	December 8

*The dates in parentheses above are the Board/Committee dates that were rescheduled due to holidays and/or conferences.

ATTACHMENTS
None

AGENDA ITEM REPORT
Village Board of Trustees
December 16, 2024
ITEM 5F

REQUEST:	Approval of an Ordinance and Intergovernmental Agreement with IDOT for Golf Road (IL 58) and Barrington Road Intersection Improvements.
FROM:	Alan Wenderski, Director of Engineering
ITEM TYPE:	Ordinance - Village Board

REQUEST SUMMARY

The Illinois Department of Transportation (IDOT) is proposing an intersection improvement project at Golf Road (IL 58) and Barrington Road. The project will provide for construction of dual left tum lanes for eastbound and westbound Golf Road as well as right turn lane improvements on all four legs of the intersection. The intent of the project is to reduce congestion and improve safety of the intersection.

The Village is required to contribute to project costs associated with opticom replacement at the intersections of Golf Road/Barrington Road and Golf Road/Hoffman Village. Additionally, the Village is responsible for the costs of traffic signal replacement at the intersection of Golf Road/Hoffman Village as this is a private benefit, permitted traffic signal.

Per the IGA, the Village is required to pay the State for 80% of estimated Village costs (detailed in Exhibit A) upon award of the construction contract. The remainder of costs will be paid to IDOT upon project completion. IDOT requires a funding ordinance to accompany the IGA which certifies that local funding is appropriated. It is estimated that the total Village share of the project is $411,370.

IDOT is still finalizing plans and acquiring easements necessary to construct the project. Based on typical timelines to complete these items, it is not expected for construction to begin until spring 2026.

FINANCIAL IMPACT

Village share of total project costs are estimated at $411,370. Final costs will not be identified until completion of construction.

No funds were budgeted in 2025 for this project as construction is not expected to commence until 2026. However, if the project advances ahead of this schedule there is a possibility that the initial 80% estimated cost share ($329,096) will be required to be paid to IDOT in 2025. If necessary, General Fund Balance is available for the Village share in 2025.

RECOMMENDATION
Approval of an Ordinance and Intergovernmental Agreement with IDOT for Golf Road (IL 58) and Barrington Road Intersection Improvements.

ATTACHMENTS
1. IGA - Contract 62N97 Golf Road at Barrington Road Intersection Improvements
2. Draft Funding Ordinance - Golf Road at Barrington Road Intersection Improvements

FAP 559 IL 58 (Golf Road)
At Barrington Road
State Section: 2021-060-SW-TS&N
Cook County
Job No. : C-91-186-21
Contract No.: 62N97
JN-125-004

AGREEMENT

This Agreement entered into this _______day of _________________, 2024 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the VILLAGE OF HOFFMAN ESTATES of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 2,965 lineal feet of FAP 559 IL 58 at Barrington Road, State Section 2021-060-SW-TS&N, State Job No.: C-91-186-21,
State Contract Number 62N97 as follows:

The proposed improvement includes widening and resurfacing at the intersections of IL 58 (Golf Rd) at Barrington Road and IL (Golf Rd) at Hoffman Village SC. The project focused on improving safety conditions while minimizing impacts to adjacent properties. Dual left turn lanes are proposed along IL 58 in the eastbound and westbound directions at the study intersection to better manage the turning capacity and resultant queue and any other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE has requested that the STATE include in its contract emergency vehicle pre-emption equipment, and

WHEREAS, the STATE has agreed to the VILLAGE's request, and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.

2. The STATE agrees to pay for all right of way, construction and engineering cost subject to reimbursement by the VILLAGE, as hereinafter stipulated.

3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.

4. The VILLAGE has passed an ordinance appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.
   The VILLAGE further agrees, that upon award of the contract for this improvement, the VILLAGE will pay to the STATE, in a lump sum from any funds appropriated by the VILLAGE an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the

remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project, based upon final costs.

5. The VILLAGE further agrees to pass a supplemental ordinance to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient to cover said cost.

6. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.

7. All VILLAGE owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the “Accommodation of Utilities of Right of Way of the Illinois State Highway System.” (92 Ill. Adm. Code 530).

8. Upon final field inspection of the improvement and so long as IL 58 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the left-turn lanes and right turn lanes and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.

9. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including new and existing sidewalks and shared use paths, parkways, crosswalk and stopline markings, all existing and relocated VILLAGE owned utilities including appurtenances thereto.

10. The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of IL 58. Drainage facilities, if any, at the

aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the VILLAGE unless there is an agreement specifying different responsibilities.

11. It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE with its own forces or through ongoing contractual agreement.

12. Upon acceptance by the Department of Transportation of the traffic signal improvement at IL 58 (Golf Rd) at Barrington Road and IL 58 (Golf Rd) at Hoffman Village SC- the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall remain as outlined in the current Master Agreement executed between the Village of Hoffman Estates and the Department of Transportation.

    The STATE retains the right to control the sequence of timing on the traffic signals.

    Although the STATE’s Electrical Maintenance Contractor (“STATES contractor”) will inspect, make note, and keep inventory of the local owned EMERGENCY VEHICLE PRE EMPTION (“EVP”) system to support the maintenance of the EVP system, responsibility for maintenance of the EVP system shall be assumed by the VILLAGE. Maintenance of the EVP System shall include the light detector amplifier, field wiring, light detectors and cabinet appurtenances. The VILLAGE will be invoiced for all such maintenance costs directly by the STATE's Contractor. When repair is necessary, the STATE’s Contractor shall notify the VILLAGE that its EVP system is not operating and requires maintenance. When the repair or maintenance activity has been approved by the VILLAGE, the maintenance will be provided by the STATE’s Contractor.

    The VILLAGE may require end users of the emitters within its jurisdiction to enter into separate agreements with the STATE’s contractor to have the emergency vehicle emitters tested in accordance with the recommendation of the Manufacturer of such equipment.

It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal included herein which requires modernization or reconstruction to IL 58 (Golf Road) at Barrington and IL 58 (Golf Road) at Hoffman Village Shopping Center traffic signals then the VILLAGE agrees to be financially responsible for its proportionate share in accordance with STATE policy to modernize or reconstruct said installation and will be responsible for all costs to relocate or reconstruct the Emergency Preemption equipment in conjunction with the STATE's proposed improvement.

Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-2434131 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

Village of Hoffman Estates

1900 Hassell Road

Hoffman Estates, IL 60169

Obligations of the STATE and the VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF HOFFMAN ESTATES

By: ___________________________
(Signature)

Attest:

By: ___________________________
(Print or Type)

____
Clerk

Title: ___________________________

Date: ___________________________

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: ___________________________
Jose Rios, P.E.
Region One Engineer

Date: ___________________________

Job No.: C-91-186-21
Agreement No.: JN-125-004

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP IL 58, Contract No. 62N97, State Section 2021-060-SW-TS&N, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforedescribed proposed improvement.

Approved ____

Title ____

Date ____

EXHIBIT A ESTIMATE OF COST Contract 62N97							
	FEDERAL		STATE		Village of Hoffman Estates		TOTAL
Type of Work	**$**	**%**	**$**	**%**	**$**	**%**	**$**
All roadway work excluding the following:	$3,745,178	80%	$936,295	20%			$4,681,473
P&C Engineering (15%)	$561,777	80%	$140,444	20%			$702,221
TRAFFIC SIGNALS							
IL 58 at Barrington Road	$393,475	80%	$98,369	20%			$491,844
P&C Engineering (15%)	$59,021	80%	$14,755	20%			$73,777
Emergency Vehicle Pre-emption System					$9,000	100%	$9,000
P&C Engineering (15%)					$1,350	100%	$1,350
IL 58 at Hoffman Village Shopping Center					$339,713	100%	$339,713
P& C Engineering (15%)					$50,957	100%	$50,957
Emergency Vehicle Pre-emption System					$9,000	100%	$9,000
P&C Engineering (15%)					$1,350	100%	$1,350
TOTAL	**$4,759,452**		**$1,189,863**		**$411,370**		**$ 6,360,685**

NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.

ORDINANCE NO. ______________ - 2024

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE FOR A FUNDING AGREEMENT AND APPROPRIATION OF FUNDS FOR IMPROVEMENTS <u>ON IL 58 (GOLF ROAD) AT HOFFMAN VILLAGE SC</u>

WHEREAS, the Village of Hoffman Estates has entered into an Agreement with the State of Illinois (State) for the of Hoffman Village SC and Hoffman Estates Drive, known as Contract No. 62N97, State Section 2021-060-SW-TS&N; and

WHEREAS, in compliance with the aforementioned Agreement, it is necessary for the Village to appropriate sufficient funds to pay its share of the costs of said improvements; and

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

<u>Section 1</u>: That there be appropriated the sum of Four Hundred Eleven Thousand Three Hundred Seventy Dollars ($411,370) or as much thereof as may be necessary, from any money now or hereinafter appropriated by the Village to pay its share of the costs of these improvements as provided in the Agreement.

<u>Section 2</u>: That upon award of the contract for this improvement, the Village will pay to the State in a lump sum from any funds appropriated by the Village, an amount equal to 80% of its obligation incurred under this Agreement, and will pay to said State the remainder of the obligation in a lump sum, upon completion of the project, based on final costs.

<u>Section 3</u>: The Village agrees to pass a supplemental ordinance to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

<u>Section 4</u>: The Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

<u>Section 5</u>: 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	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS ______ DAY OF _______________, 2024

____
Village President

ATTEST:

____
Village Clerk

Published in pamphlet form this _______ day of ____________________, 2024.

AGENDA ITEM REPORT

Village Board of Trustees
December 16, 2024
ITEM 5G

REQUEST:	Approval of an Ordinance and Intergovernmental Agreement with IDOT for improvements on Barrington Road (Central Road - Algonquin Road).
FROM:	Alan Wenderski, Director of Engineering
ITEM TYPE:	Ordinance - Village Board

REQUEST SUMMARY

The Illinois Department of Transportation (IDOT) is proposing roadway improvements on Barrington Road between Central Road and Algonquin Road (IL 62). The project will provide for the reconstruction of Barrington Road between Mundhank Road and Algonquin Road, with widening to two thru lanes northbound and southbound, pavement resurfacing from Central Road to Mundhank Road, and construction of a multi-use path between Central Road and Algonquin Road.

The Village is required to contribute to project costs associated with opticom replacement at the intersections of Barrington Road/Lakewood Boulevard, Barrington Road/Mundhank Road, and Barrington Road/Algonquin Road. Additionally, the Village is responsible for a portion of the improvements at the intersection of Barrington Road/Lakewood Boulevard.

Per the IGA, the Village is required to pay IDOT for 80% of estimated Village costs (detailed in Exhibit A) upon award of the construction contract. The remainder of costs will be paid to IDOT upon project completion. IDOT requires a funding ordinance to accompany the IGA which certifies that local funding is appropriated. It is estimated that the total Village share of the project is $51,175.

It is expected that construction will begin at some point in 2025 but IDOT's schedule is not certain at this time.

FINANCIAL IMPACT

Village share of total project costs are estimated at $51,175. Final costs will not be identified until completion of construction.

The 2025 budget allocated $20,000 from the General Fund for this project. If the project remains on schedule, the Village's 80% share of $40,940 will be due to IDOT in 2025. General Fund balance is available for the $20,940 over budget amount. The remaining project costs will not be due in 2025 and will be accounted for in a future budget year.

RECOMMENDATION

Approval of an Ordinance and Intergovernmental Agreement with IDOT for improvements on Barrington Road (Central Road - Algonquin Road).

ATTACHMENTS

1. IGA - Contract 62K33 Barrington Road (Central Road - Algonquin Road)
2. Draft Funding Ordinance - Barrington Road (Central Road - Algonquin Road)

FAP 362 Barrington Road
From Central Road to IL 62 (Algonquin Road)
State Section: 2019-161-W
Cook County
Job No.: D-91-312-20
Contract No.: 62K33
JN-125-015

AGREEMENT

This Agreement entered into this _______day of __________________, 2024 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the VILLAGE OF HOFFMAN ESTATES of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 8,080 lineal feet of FAP 362 Barrington Road from Central Road to IL 62 (Algonquin Road), State Section 2019-161-W, State Job No.:D-91-312-20, State Contract Number 62K33 as follows:

The proposed improvement includes intersection improvements, ADA improvements, pavement reconstruction with widening, resurfacing, ground stabilization, culvert replacement, retaining wall construction, drainage improvements, traffic signal modernization and interconnect, sidewalk and shared-use path construction, landscaping, and any other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE has requested that the STATE include in its contract emergency vehicle pre-emption equipment at Barrington Road and Tennis Club Lane/Lakewood Boulevard, Barrington Road and Mundhank Road and Barrington Road and IL 62 (Algonquin Road) and

WHEREAS, the STATE has agreed to the VILLAGE's request, and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications, and contract.

2. The STATE agrees to pay for all right of way, construction and engineering cost subject to reimbursement by the VILLAGE, as hereinafter stipulated.

3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.

4. The VILLAGE has passed an ordinance appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.

5. The VILLAGE further agrees, that upon award of the contract for this improvement, the VILLAGE will pay to the STATE, in a lump sum from any funds appropriated by the VILLAGE an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project, based upon final costs.

6. The VILLAGE further agrees to pass a supplemental ordinance to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient to cover said cost.

7. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.

8. All VILLAGE owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).

9. Upon final field inspection of the improvement and so long as Barrington Road is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the left-turn lanes and right turn

lanes and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.

10. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement within the corporate limits and which are not maintained by the STATE, including new and existing sidewalks and shared use paths, parkways, crosswalk and stopline markings, all existing and relocated VILLAGE owned utilities including appurtenances thereto.

11. The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of Barrington Road. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the VILLAGE unless there is an agreement specifying different responsibilities.

12. Upon acceptance by the Department of Transportation of the traffic signal improvements at Barrington Road and Tennis Club Lane/Lakewood Boulevard, Barrington Road and Mundhank Road and Barrington Road and IL 62 (Algonquin Road) the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall remain as outlined in the current Master Agreement executed between the Village of Hoffman Estates and the Department of Transportation.

13. It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE with its own forces or through ongoing contractual agreement.

14. The STATE's Electrical Maintenance Contractor will inspect, make note, and keep inventory of the VILLAGE owned "EMERGENCY VEHICLE PRE-EMPTION" system to support the maintenance of the "EMERGENCY VEHICLE PRE-EMPTION" system. Inspection of the "EMERGENCY VEHICLE PRE-EMPTION" system shall include the phase selector, field wiring, optical detectors and cabinet appurtenances. When repair is necessary, the STATE's electrical contractor shall notify the VILLAGE that their "EMERGENCY VEHICLE PRE-EMPTION" system is in need of maintenance repairs. When approved by the VILLAGE, maintenance of their "EMERGENCY VEHICLE PRE-EMPTION" system is then performed accordingly. The STATE's electrical contractor shall invoice the VILLAGE directly for all maintenance costs of the "EMERGENCY VEHICLE PRE-EMPTION" system. The VILLAGE may require end users of the emitters within its jurisdiction to enter into separate agreements with the STATE's electrical contractor to have the emergency vehicle emitters tested in accordance with the recommendation of the Manufacturer of such equipment.

15. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal included herein which requires modernization or reconstruction to said traffic signals then the VILLAGE agrees to be financially responsible for its proportionate share in accordance with STATE policy to modernize or reconstruct said installation and will be responsible for all costs to relocate or reconstruct the Emergency Preemption equipment in conjunction with the STATE's proposed improvement.

16. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is _36-2434131_______________ and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

Village of Hoffman Estates

1900 Hassell Road

Hoffman Estates, IL 60169

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SEE NEXT PAGE FOR SIGNATURES

Obligations of the STATE and the VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF HOFFMAN ESTATES

By: ___________________________
(Signature)

Attest:

By: ___________________________
(Print or Type)

____
Clerk

Title: ___________________________

Date: ___________________________

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: ___________________________
Jose Rios, P.E.
Region One Engineer

Date: ___________________________

Job No.: D-91-312-20
Agreement No.: JN-125-016

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP 362 Barrington Road, Contract No. 62K33, State Section 2019-161-W, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforedescribed proposed improvement.

Approved____

Title ____

Date ____

EXHIBIT A
ESTIMATE OF COST Contract 62K33

Type of Work	FEDERAL		STATE		VILLAGE OF HOFFMAN ESTATES		VILLAGE OF SOUTH BARRINGTON		TOTAL
	$	%	$	%	$		$		$
All roadway work excluding the following:	$16,932,000	80%	$4,233,000	20%					$21,165,000
P&C Engineering (15%)	$2,539,800	80%	$634,950	20%					$3,174,750
TRAFFIC SIGNALS									
Tennis Club Ln/Lakewood Blvd and Barrington Rd	$472,000	80%	$59,000	10%	$29,500	5%	$29,500	5%	$590,000
P&C Engineering (15%)	$70,800	80%	$8,850	10%	$4,425	5%	$4,425	5%	$88,500
Mundhank Rd and Barrington Rd	$428,000	80%	$107,000	20%					$535,000
P& C Engineering (15%)	$64,200	80%	$16,050	20%					$80,250
IL 62 (Algonquin Rd) and Barrington Rd	$556,000	80%	$139,000	20%					$695,000
P& C Engineering (15%)	$83,400	80%	$20,850	20%					$104,250
Emergency Vehicle Pre-emption for the 3 signal locations above					$ 15,000	100%			$15,000
P& C Engineering (15%)					$ 2,250	100%			$2,250
TOTAL	**$21,146,200**		**$5,218,700**		**$51,175**		**$33,925**		**$26,450,000**

NOTE: The Local's participation shall be predicated upon the percentages shown above for the specified work. The Local Agency's cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.

ORDINANCE NO. ______________ - 2024

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE FOR A FUNDING AGREEMENT AND APPROPRIATION OF FUNDS FOR IMPROVEMENTS ALONG BARRINGTON ROAD BETWEEN CENTRAL ROAD AND IL 62 (ALGONQUIN ROAD)

WHEREAS, the Village of Hoffman Estates has entered into an Agreement with the State of Illinois (State) for the improvement of Barrington Road from Central Road to IL 62 (Algonquin Road), known as Contract No. 62K33, State Section 2019-161-W; and

WHEREAS, in compliance with the aforementioned Agreement, it is necessary for the Village to appropriate sufficient funds to pay its share of the costs of said improvements; and

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

Section 1: That there be appropriated the sum of Fifty-One Thousand One Hundred Seventy-Five Dollars ($51,175) or as much thereof as may be necessary, from any money now or hereinafter appropriated by the Village to pay its share of the costs of these improvements as provided in the Agreement.

Section 2: That upon award of the contract for this improvement, the Village will pay to the State in a lump sum from any funds appropriated by the Village, an amount equal to 80% of its obligation incurred under this Agreement, and will pay to said State the remainder of the obligation in a lump sum, upon completion of the project, based on final costs.

Section 3: The Village agrees to pass a supplemental ordinance to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

Section 4: The Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 5: 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	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS ______ DAY OF _______________, 2024

____
Village President

ATTEST:

____
Village Clerk

Published in pamphlet form this _______ day of ____________________, 2024.

AGENDA ITEM REPORT
Village Board of Trustees
December 16, 2024
ITEM 5H

REQUEST: Approval of Local Public Agency Amendment #1 with IDOT for the Beverly Road Path & Resurfacing Project.

FROM: Alan Wenderski, Director of Engineering

ITEM TYPE: Agreement - Village Board

REQUEST SUMMARY
The proposed funding amendment is related to the Beverly Road Path and Resurfacing Project between Beacon Pointe Drive and Prairie Stone Parkway. The Village originally received STP-L funding for 75% of construction and construction engineering costs up to $1,872,750. When the project was bid in November 2023, the low bid cost exceeded the original cost estimate and the approved STP-L funding amount did not cover 75% of the total costs.

In early 2024, a request for additional funding, in the amount of $1,002,513, was submitted through the Northwest Council of Mayors Technical Committee and approved. The approved request increased the STP-L funding amount to $2,875,263, which was 75% of the projected construction and construction engineering costs at the time of the contract award. The Local Public Agency Amendment #1 memorializes the funding changes to allow for IDOT to accurately invoice the Village for the local construction cost share.

FINANCIAL IMPACT
The amendment provides an additional $1,002,513 in STP-L funding for a maximum participation amount of $2,875,263. The 2024 Village budget allocated sufficient funds for the local project share.

RECOMMENDATION
Approval of Local Public Agency Amendment #1 with IDOT for the Beverly Road Path & Resurfacing Project.

ATTACHMENTS
1. LPA Amendment #1 - Beverly Path & Resurface

Illinois Department of Transportation

Local Public Agency Amendment # 1

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Hoffman Estates	Cook	19-00106-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	03-22-0001

☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☒ Local Administered Engineering ☐ Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-071-23	KAFW(619)				

Reason for modification of original Agreement

Additional costs have been realized due to escalating construction costs and the necessary increased scope of bridge deck repairs.

This amended Agreement, hereinafter referred to as "**Amendment**" is made and entered to in between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **LPA** and **STATE** agree to revise the original Agreement by execution of this **Amendment**.

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Beverly Road	KAU 3725	0.42 mile	0.74	1.16

Location Termini

Prairie Stone Parkway to Beacon Pointe Drive

Current Jurisdiction	Existing Structure Number(s)
LPA	016-2655

Add Location

Remove

LOCAL PUBLIC AGENCY APPROPRIATION

For Amendments Increasing the LPA share: By execution of this **Amendment**, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of **LPA** project costs. A copy of the resolution or ordinance is attached as an addendum (**required for increases to state-let contracts only**).

SCHEDULE

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

X	1.	Location Map
X	2.	Division of Cost

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by the **Amendment** shall remain in full force and effect and the **Amendment** shall be binding upon the inure to the benefit of the parties hereto, their successor and assigns.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the application provisions set forth in this **Amendment** and all addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

William D. McLeod

Title of Official

Village President

Signature & Date

The above signature certifies the agency's TIN number is 362434131 conducting business as a Governmental Entity.

DUNS Number 074439308 UEI NNFKXVE96W35

APPROVED

State of Illinois

Department of Transportation

Omer Osman, P.E., Secretary of Transportation Signature & Date

By:

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

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

Michael Prater, Chief Counsel Signature & Date

Vicki Wilson, Chief Fiscal Officer Signature & Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

SCHEDULE NUMBER 2

Local Public Agency	County	Section Number
Village of Hoffman Estates	Cook	19-00106-00-RS

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-071-23	KAFW(619)				

ORIGINAL DIVISION OF COST (ODC)

	Federal Funds			State Funds			Local Public Agency Funds			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	STU	$1,615,737.00	*				Local	$1,660,463.00	BAL	$3,276,200.00
Construction Engineering	STU	$257,013.00	*				Local	$85,671.00	BAL	$342,684.00
ODC Federal Funds		$1,872,750.00	ODC State Funds			ODC LPA Funds		$1,746,134.00	Total	$3,618,884.00

AMENDMENT # 1

	Federal Funds			State Funds			Local Public Agency Funds			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Work Totals
Participating Construction	STU	$1,012,026.00	*				Local	($784,542.00)	BAL	$227,484.00
Construction Engineering		($9,513.00)	*				Local	($3,171.00)	BAL	($12,684.00)
Federal Funds Amendment # 1		$1,002,513.00	State Funds Amendment # 1			LPA Funds Amendment # 1		($787,713.00)	Total	$214,800.00

Add Amendment | Remove Amendment

Total Federal Funds	$2,875,263.00	**Total State Funds**		**Total LPA Funds**	$958,421.00	**TOTAL** $3,833,684.00

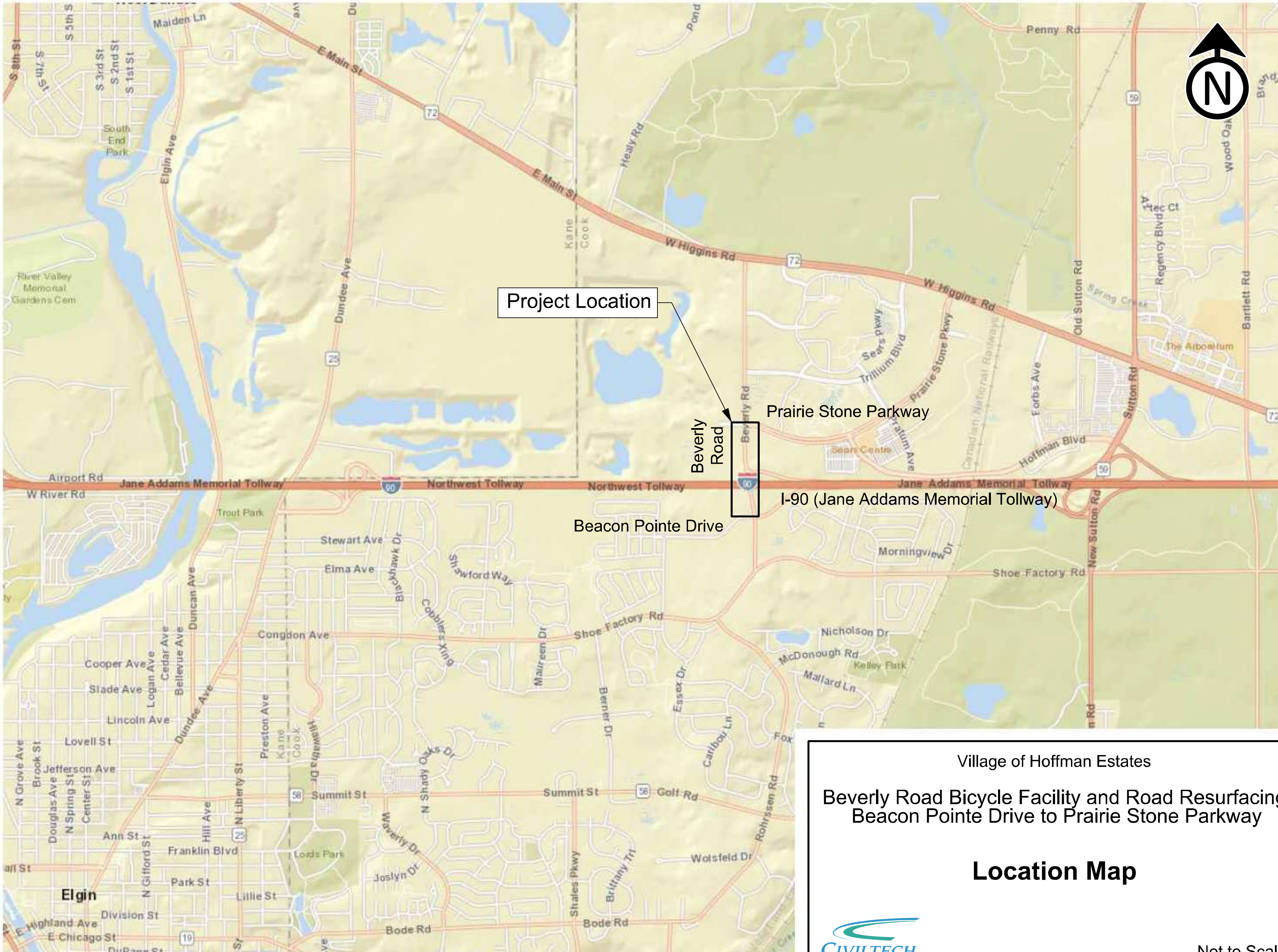
CUMULATIVE DIVISION OF COST (CDC)

	Federal Funds			State Funds			Local Public Agency Funds			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	STU	$2,627,763.00	*				Local	$875,921.00	BAL	$3,503,684.00
Construction Engineering	STU	$247,500.00	*				Local	$82,500.00	BAL	$330,000.00
CDC Federal Funds		$2,875,263.00	CDC State Funds			CDC LPA Funds		$958,421.00	Total	$3,833,684.00

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

*Maximum FHWA (STU) participation 75%, NTE $2,875,263 (Construction Engineering portion 75%, NTE $247,500)

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



Village of Hoffman Estates

Beverly Road Bicycle Facility and Road Resurfacing
Beacon Pointe Drive to Prairie Stone Parkway

Location Map

CIVILTECH

Not to Scale

Exhibit A-1

AGENDA ITEM REPORT
Village Board of Trustees
December 16, 2024
ITEM 5I

REQUEST: Approval of an ordinance establishing hire back rates for Police and Fire personnel for the perod January 1, 2025 through December 31, 2025.

FROM: Rachel Musiala, Finance Director

ITEM TYPE: Ordinance - Village Board

REQUEST SUMMARY
Each year, the Village Board passes an ordinance establishing hire back rates for police and fire personnel. These rates are used when private or public entities need to have police or fire personnel on site for events.

The hire back rates for January 1, 2025 through December 31, 2025 are as follows:

Position	FY2025
Patrol Officer	$114.14
Police Sergeant	$137.44
Police Commander	$150.67
Firefighter Non-Paramedic	$117.25
Firefighter/Paramedic	$122.58
Fire Lieutenant/Paramedic	$136.35
Fire Captain/Paramedic	$142.55

The hire back rates for organizations having 501(c)(3) status are:

Position	FY2025
Patrol Officer	$84.05
Police Sergeant	$103.31
Police Commander	$118.64
Firefighter Non-Paramedic	$84.23

Firefighter/Paramedic	$88.63
FireLieutenant/Paramedic	$99.97
Fire Captain/Paramedic	$105.08

FINANCIAL IMPACT
Since these amounts are reimbursed to the Village, there is no financial impact.

RECOMMENDATION
Request approval of an ordinance establishing hire back rates for Police and Fire personnel for the period January 1, 2025 through December 31, 2025.

ATTACHMENTS
1. Hire Back Police Fire Ordinance 2025

ORDINANCE NO. ___________ - 2024

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE ESTABLISHING HIRE BACK RATES FOR POLICE AND FIRE PERSONNEL FOR THE PERIOD JANUARY 1, 2025 THROUGH DECEMBER 31, 2025

WHEREAS, members of the Hoffman Estates Police and Fire Departments are hired back by private and/or public employers; and

WHEREAS, costs of salary, fringe and administrative costs have been calculated.

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

Section 1: That the Hoffman Estates Police Department is hereby authorized to charge fees for services under hire back arrangements for the period January 1, 2025 through December 31, 2025 as follows:

Police Officer	-- $114.14
Police Sergeant	-- $137.44
Police Commander	-- $150.67

However, upon a proof of a grant of 501(c)(3) status by the Internal Revenue Service, the fees for services under hire back arrangements for the period from January 1, 2025 through December 31, 2025 are as follows:

Police Officer	-- $ 84.05
Police Sergeant	-- $103.31
Police Commander	-- $118.64

Section 2: That the Hoffman Estates Fire Department is hereby authorized to charge fees for services under hire back arrangements for the period January 1, 2025 through December 31, 2025 as follows:

Firefighter Non-Paramedic	-- $117.25
Firefighter/Paramedic	-- $122.58
Lieutenant/Paramedic	-- $136.35
Captain/Paramedic	-- $142.55

However, upon a proof of a grant of 501(c)(3) status by the Internal Revenue Service, the fees for services under hire back arrangements for the period from January 1, 2025 through December 31, 2025 are as follows:

Firefighter Non-Paramedic	-- $ 84.23
Firefighter/Paramedic	-- $ 88.63
Lieutenant/Paramedic	-- $ 99.97
Captain/Paramedic	-- $105.08

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	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS ______ DAY OF _______________, 2024

____
Village President

ATTEST:

____
Village Clerk

Published in pamphlet form this _______ day of ____________________, 2024.

AGENDA ITEM REPORT
Village Board of Trustees
December 16, 2024
ITEM 5J

REQUEST: Approval of:

a. the 2025 Renewal of the Property and Casualty Insurance program through the Suburban Liability Insurance Pool (SLIP); and
b. the 2025 renewal of the Village's worker's compensation, underground storage tank and liquor liability coverages through Alliant/Mesirow Insurance Services.

FROM: Kenneth Koop
Dan O'Malley, Deputy Village Manager
Patrick Seger, Human Resources Management Director

ITEM TYPE: Action Item - Village Board

REQUEST SUMMARY

PURPOSE: To request approval to renew the Village's existing property and casualty insurance program, including cyber risk, through the Suburban Liability Insurance Pool (SLIP) expiring December 31, 2024. In addition, request approval to renew the Village's worker's compensation, underground storage tank and liquor liability coverages through Alliant/Mesirow Insurance Services.

BACKGROUND: In 2018, the Village Board approved an intergovernmental pooling agreement with the Suburban Liability Insurance Pool (SLIP) to insure all insurance coverages except worker's compensation, underground storage tank and liquor liability. Arthur J. Gallagher Risk Management Services Inc. (AJG) is the administrator of the insurance pool.

For the coverages not included with the pool, the Village has utilized Alliant/Mesirow Insurance Services to market and provide quotes for worker's compensation, underground storage tank, and liquor liability excess insurance coverages.

In 2021 the Village Board approved The Illinois Public Risk Fund to provide worker's compensation insurance coverage to the Village due to the consistently unfavorable renewal terms received by standard carriers in previous years.

DISCUSSION:SLIP POOL:

The Village of Buffalo Grove, City of Highland Park, Elk Grove Village, and the Village of Hoffman Estates are the founding members of SLIP. The pool was created to accommodate each member's individual insurance needs, while providing lower overall fixed costs and premiums.

COVERAGE STRUCTURE: The Village's SLIP coverage structure will remain similar to the existing program. The pool provides the first layer of coverage which is a protected self-insured loss fund that attaches above each individual member's self-insured retention. Each member annually contributes to the loss fund to cover losses within that layer of coverage. There is also a one million dollar stop loss insurance policy that would pay losses if the loss fund is depleted. This layer of coverage protects each member from losses in excess of the current loss fund. To the member's benefit, if the loss fund is not depleted in a given year, the member retains these unused funds. This is the case currently with the 2019, 2020, 2021, 2022, 2023 and 2024 claims experience.

The actuaries have determined that the pool's loss fund will increase $50.000 for 2025. If the pool were to realize losses in excess of the amount funded, the membership would be required to fund the remainder of the unfunded loss fund above the $1,000,000 stop loss coverage. This is a minimal risk that could potentially be funded by rolling over a portion of the mature loss funds from prior years or by using the insurance fund reserves.

In addition, there are excess commercial insurance layers of coverage for losses that are in excess of the pool's retention layer. The final layers of coverage are three (3) commercial excess insurance policies that are in place for losses above the pool's self-insured retention.

Please see the attached exhibit for a visual description of the pool structure for the various layers of coverage and corresponding limits.

2025 Renewal: Premium and Limit Considerations
Although the Village has increased its loss fund contribution, if the pool's losses do not reach that layer of coverage (loss fund) the Village will be able to retain all or part of the contribution once all 2025 losses are closed out.

Secondly, the increase in premium is due, in part, to an increase in the Village's property values. SLIP conducted a formal appraisal of all insured properties in 2023. As a result, there is a market increase added to the Village's property values, which were adjusted for market value again for 2025. There is a $26,281 or 19.01% increase in premium due to the increase in property values and insurance rates.

Lastly, there was an increase in overall premiums due to the addition of $3,000,000 in excess coverage limit above the existing $12,000,000 layer of coverage, totaling $15,000,000 in excess coverage limit. The premium for this additional coverage is $56,947. The Village added this additional layer of coverage at this time because the excess insurance market is softening, which makes this an opportune time to purchase the additional coverage. This purchase will also bring the Village's coverage level to that of the other members of the pool.

The Village realized an overall adjusted increase of 14.78% for this program (including cyber), which reflected in an increase in the Village's 2025 premium of $126,935.

Cyber Liability Coverage
The cyber liability insurance market has started to soften in the past year. The incumbent carrier, Cowbell is an A+ rated insurance company admitted in the State of Illinois. They have provided a quote that would mirror the Village's current program, with a very minimal rate increase. The Village’s 2025 premium for cyber coverage with Cowbell has increased 4.16% from 2024 or $1689. The total premium for cyber coverage for 2025 is $42,282.

The total program cost, including premium and other operating costs to the pool, for the renewal of the Villages SLIP program, is $985,659; an adjusted increase of 14.78% from the prior year.

Please see the attached exhibits for a visual description of the specific renewal costs by coverage for the pool.

Loss fund Reimbursement
As stated above, the loss reserves the Village retains for coverage in prior years is subject to the Village recouping those funds if the claims in that policy year have been closed out and the reserves are not exhausted. Since the claims in the 2019 coverage term have all closed out, and a significant reserve remained, the pool has allocated a portion of those funds to offset the premium increase in 2025 by $28,025 or 13.65%. This **adjusted premium** option will be utilized in 2026 renewal and reviewed again in future years as prior terms mature and the loss reserves become available to be reimbursed to the membership. This is a significant benefit to being in SLIP. In the standard insurance market, loss reserve funds would not be available to the insured.

NON-SLIP COVERAGES:
There are three insurance coverages that are not included in the SLIP program. Liquor liability, Underground Storage Tank and Worker’s Compensation coverages are proposed to be placed with Alliant/Mesirow Insurance Services.

Liquor Liability/Underground Storage Tank
The Liquor Liability market has been tested by the broker and as a result, there were no competitive quotes from non-incumbent carriers and there is a flat renewal (no premium increase) for the liquor liability coverage.

There was a $191 increase in premium for the underground storage tank coverage due to the age of the tanks.

Worker’s Compensation/Illinois Public Risk Fund (IPRF)
Alliant/Mesirow Services has marketed this line of coverage this year and found that there are no other insurance quotes that are competitive to the Villages' existing program with IPRF.

IPRF was established in 1985 due to the hard market conditions at the time. It is a municipal risk pool that provides worker’s compensation coverage exclusively to its 600+ members. It is rated AAA by Demotech who rates insurance pools. This is the highest rating available. The pool is reinsured by Safety National, which was the Village's previous carrier.

IPRF provides a litany of loss control and safety related training materials and services that are included in the premium. Third party claims administration (TPA) services are included in the premium as well.

A review of the pools' bylaws reveals that if a member decides to leave the pool, only a 90-day notice of separation is required. This would allow the Village to easily market this line of coverage and if as a result, the Village decides not to withdraw from the pool, IPRF would simply require the Village to rescind the notice of separation to continue in the pool. This provides the Village a great deal of flexibility with marketing this line of coverage. The Village is essentially not locked into the pool for any duration past the policy period, unlike most municipal risk pools.

The total premium cost for worker's compensation coverage for 2025 is $136,745, a 2.5% or $3,455 decrease from the prior year.

IPRF has also increased their Safety Grant amount from $6,376 in 2024 to $12,736 in 2025. The Safety Grant can be used to reimburse the Village's expenses related to the safety program and in turn offset the premium expense.

Please see the attached exhibits for the actual renewal costs for each coverage.

FINANCIAL IMPACT

The SLIP renewal recommendation presented below represents an adjusted 14.78% or $126,935 increase in the overall cost for the package program as compared to the Village's expiring program. This is mainly due to the increase in property premiums, increased exposure and the loss fund reimbursement.

The cyber premium recommendation of $42,282 reflects an increase of 4.16% or $1689.

There is also a 2.5% or $3,455 decrease in premium for the purchase of the three lines of coverage outside the IPRF through Alliant/Mesirow Insurance Services .

The recommendations herein for these expenses will be completely funded by the approved FY25 budget.

RECOMMENDATION

SLIP Renewal

Approval of the renewal of the SLIP coverage package for the cost of $985,659, for the policy term 12/31/24 through 12/31/25.

Alliant/Mesirow Insurance Services Renewal

Approval of the renewal of the Liquor liability, Underground Storage Tank, and Worker's Compensation coverages for a total fixed cost of

$145,552 for the policy term of 1/1/25 through 1/1/26 for Liquor liability and Underground Storage Tank coverages and policy term 12/31/24 through 12/31/25 for the worker's compensation coverage.

ATTACHMENTS

1. 20241202091650

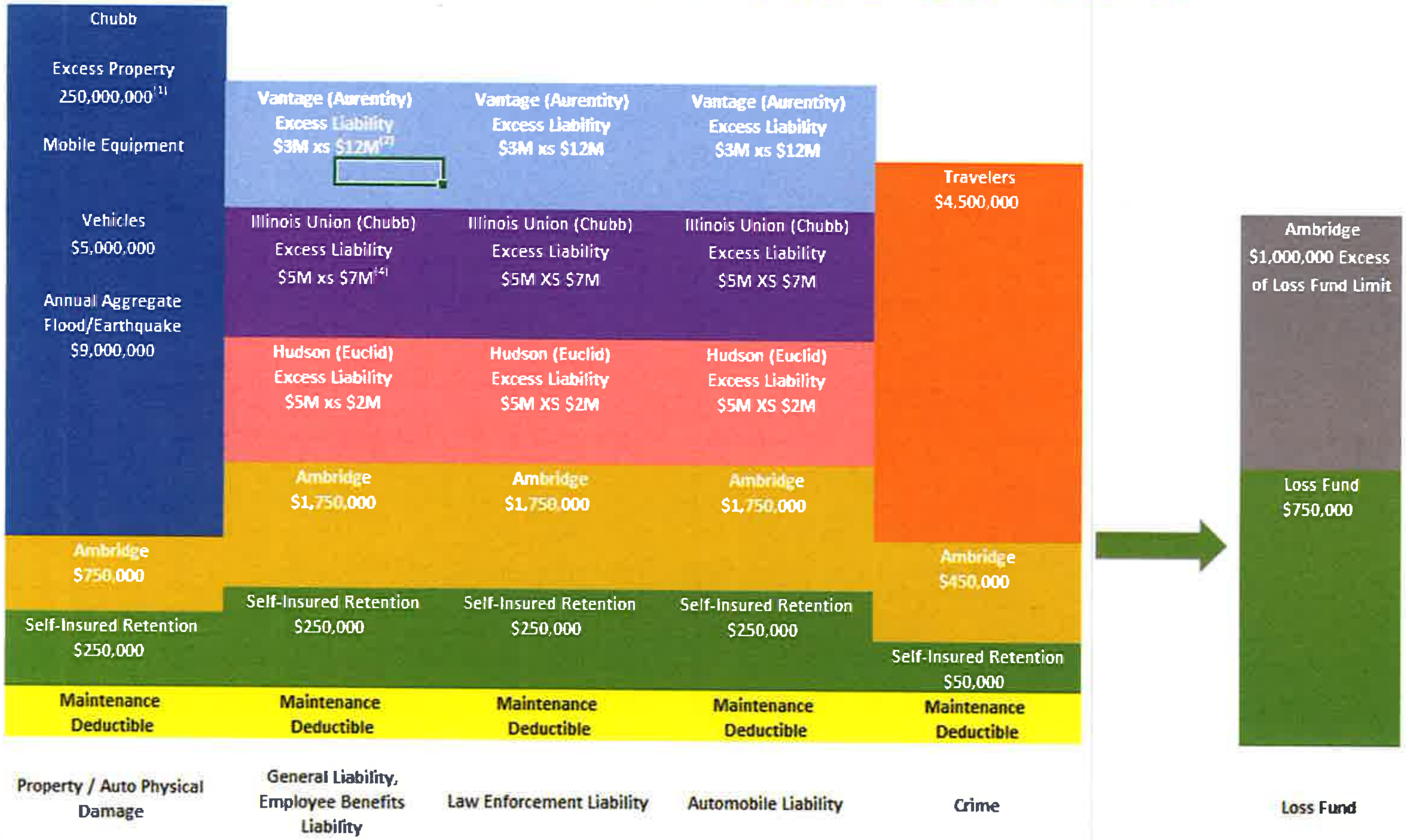
Village of Hoffman Estates
Pricing Comparison
12/31/2024-2025

Lines of Coverage*	1/1/2024-2025	12/31/2024-2025	$ Change	% Change
SLIP Package	$187,813.00	$197,231.37	$9,418.37	5.01%
SLIP Terrorism	$10,335.00	$10,738.61	$403.61	3.91%
SLIP Excess Property	$138,261.00	$164,542.45	$26,281.45	19.01%
SLIP Boiler	$9,713.00	$10,272.80	$559.80	5.76%
SLIP Excess Crime	$3,861.00	$3,871.89	$10.89	0.28%
SLIP Excess Liability - 1st Layer	$193,501.00	$209,597.99	$16,096.99	8.32%
SLIP Excess Liability - 2nd Layer	$108,728.00	$115,056.14	$6,328.14	5.82%
SLIP Excess Liability - 3rd Layer	$0.00	$56,947.00	$56,947.00	100.00%
Cyber	$40,593.00	$42,282.00	$1,689.00	4.16%
CCMSI Claims Fee	$28,195.00	$29,027.49	$832.49	2.95%
AJG Broker Fee	$45,008.00	$46,359.28	$1,351.28	3.00%
Loss Fund	$145,335.00	$155,716.08	$10,381.08	7.14%
Net Postion Credit	($27,959.00)	($27,959.00)	$0.00	0.00%
SLIP Operating Costs	($24,660.00)	($28,025.00)	($3,365.00)	-13.65%
TOTAL	**$ 858,724**	**$ 985,659**	**$ 126,935**	**14.78%**

*TRIA not included in pricing

12/31/2024 – 12/31/2025 Draft Structure Chart

Suburban Liability Insurance Pool



Note: The SIR is a per occurrence retention. Only one retention applies in the event of a multiple coverage part loss.

(1)Various Sub-limits may apply.
(2) Hoffman Estates not included in the Vantage Excess Coverage
(4) Sexual Abuse sub-limit of $2M total of $9M

RPA RISK PROGRAM ADMINISTRATORS

Village of Hoffman Estates - Premium Summary - 1/1/2025-2026

Excess Workers Compensation

	Expiring	Renewal - Opt 1	Renewal - Opt 2	Renewal - Opt 3
Carrier	Illinois Public Risk Fund	Illinois Public Risk Fund	Safety National	Midwest Employers - Could not compete with IPRF
SIR /Deductible	$500,000 deductible	$500,000 deductible	$750k all other - $600,000 All Other	$750,000 All Claims
Employers Liab. Limit	$ 3,000,000	$ 3,000,000	$ 2,000,000	$ 1,000,000
Payroll	$ 36,835,890	$ 39,281,370	$ 39,281,370	$ 39,281,370
Premium	$ 146,576	$ 149,481	$ 166,700	N/A
Est. TPA Costs	Included	Included	$ 25,000	$ 25,000
Safety Grant	-$6,376.00	-$12,736.00	N/A	N/A
Total Net Cost	$ 140,200	$ 136,745	$ 191,700	N/A

Liquor Liability

	Expiring	Renewal - Opt 1		
Carrier	Lloyds of London	Lloyds of London		
SIR /Deductible	None	None		
Premium	$1,525	$1,525		
Limit	$1,000,000	$1,000,000		

Underground Storage Tank

	Expiring	Renewal - Opt 1		
Carrier	Ironshore	Ironshore		
SIR /Deductible	$ 75,000	$ 75,000		
Premium	$ 4,091	$ 4,282		
Limit	$ 1,000,000	$ 1,000,000		
Retro Date	1/1/2013	1/1/2013		

1. Other markets appraoched: Berkley and Chubb - declined as they cannot write tanks 30 years or older . As per last year Crum only offers a 20k limit.
2. The UST premiums do not include TRIA

AGENDA ITEM REPORT
Village Board of Trustees
December 16, 2024
ITEM 5K

REQUEST: Approval of an amendment for Additional Services to an existing professional services agreement with FGM Architects, Oak Brook, IL to provide architectural design and engineering services for the construction of new Fire Station #21.

FROM: Dan O'Malley, Deputy Village Manager
Alan Wax, Fire Chief

ITEM TYPE: Agreement - Village Board

REQUEST SUMMARY

The construction of new fire station #21 is included in the 2025-2029 Capital Improvement Program. The Village Board approved the construction of the new station, the financing plan, the issuance of bonds and has awarded all the trade bids for construction to commence. The agreement for the architectural design and engineering services was approved in January, 2024. The reconstruction of the Children's Advocacy Center (CAC) parking lot is also included in the current Capital Improvement Program. Since the CAC parking lot project is adjacent to the fire station project, it was included in the planning of the station project.

In order to take advantage of economies of scale between the two projects in terms of planning, design, bidding, grading and drainage work, the CAC parking lot project was incorporated into the fire station project. The Village had already entered into a professional services agreement with FGM for design and engineering services and Camosy Construction for bid preparation and processing services, making it more economical to simply add the CAC project into the existing FGM agreement.

Attached is a memorandum from FGM Architects which details the additional services that increased the scope of the original agreement. The additional services increased hours performed in the schematic design and development phases, construction documents and services phases, bidding phase and project close out phase of the contract.

FINANCIAL IMPACT

The 2025-2029 CIP includes funding for the CAC parking lot project in the amount of $600K for engineering and construction. The additional services expense related to this project totals $81,800 and will be covered by these budgeted funds from the General Fund.

RECOMMENDATION

Approval of an amendment for additional services to an existing professional services agreement with FGM Architects, Oak Brook, IL to provide architectural design and engineering services for the Fire Station #21 project.

ATTACHMENTS

1. Hoffman Estates Fire Station - Additional Service 001 - 09.24.2024

FGMARCHITECTS

ADDITIONAL SERVICES MEMO

Date:	9.24.2024
Recipient:	Dan O'Malley
CC:	Fire Chief Alan Wax
Project Name:	Hoffman Estates Fire Station 21 – Chino Park Additional Services
Project Number:	24-3971.01

Hello Mr. O'Malley,

This memorandum outlines our additional services related to the expanded scope and coordination for the Chino Park development.

Initially, FGM Architects and our civil engineering consultant understood the project's base scope to cover site design for the northern third of Chino Park, specifically the entire frontage along Flagstaff Lane, with a depth defined by the area disturbed for the new fire station—approximately 2.5 acres. Our base fee covered services such as site grading design, stormwater calculations, permit submissions, and construction administrative services.

FGMA was directed by the Village to expand the project scope to include the remaining 4.5 acres of Chino Park. We interpreted this expanded scope as requiring the same base services to be applied to the additional 4.5 acres. This additional scope also included the design of a new parking lot and driveway, new sidewalks, and site lighting north of the Children's Advocacy Center. Multiple design options for Chino Park were explored and presented to the Village during the Design Development and Construction Documentation phases.

Attached to this memorandum are additional service requests from Pinnacle Engineering and WT Group. Pinnacle Engineering's fee covers both completed work and future services that will be part of the construction phase and project closeout. WT Group's fee similarly covers the project through the construction phase without requiring additional funds. FGMA's fee includes compensation for coordinating and documenting the additional scope items, as well as construction administrative services. Please review the cost implications and let us know if you have any questions. If these terms are acceptable to the Village of Hoffman Estates, please sign and return the document.

FGMA was directed to produce a 3-D animation of the new fire station to present to the public. This service is not part of the base scope of services as outlined in our contract. To date, the animations have been presented and shared with the Village of Hoffman Estates.

Sincerely,
Jake McLaughlin

FGMA Additional Service Hourly Breakdown

1. Coordination of civil work relating to the parking lot and open space adjacent to the fire station property during design phase and for future construction administrative phase. 50 hours @ $200
2. 3-D animated renderings. 20 hours @ $200

Pinnacle Engineering Group: $64,280
WT Group: $3,600
FGM Architects: $14,000
Total Add Service Fee: $81,880

Agreed and Accepted

Village of Hoffman Estates

By: ___________________________________

Title: _________________________________

Date: _________________________________

FGM Architects, Inc.

By: __________________________________

Title: _________________________________

Date: _________________________________

ADDITIONAL SERVICE REQUEST

Date: August 15, 2024

Client: FGM Architects

Project: **HOFFMAN ESTATES FIRE STATION 21**
PROFESSIONAL ENGINEERING SERVICES
Location: 225 Flagstaff Lane
Hoffman Estates, Illinois

Job Number: **5347.10-IL**

Additional Service Request No.: **1**

Additional Services:

1. Additional Services to complete earthwork calculations for the Fire Station development. $1,250

2. Additional Services to complete Schematic, Design Development, Construction Document, Bidding, Construction Services, and Project Closeout Phases for the Village of Hoffman Estates Parking lot, Stormwater Detention Facility, and Sledding Hill, and open space adjacent to the Fire Station property.

PHASE 1 – SCHEMATIC DESIGN PHASE

Client Consultation / Meetings / Concept Plan Development	$3,500

PHASE 2A – DESIGN DEVELOPMENT PHASE

Client Consultation / Meetings	$2,450
Preliminary Engineering & Stormwater Plan / DD's	$5,075

PHASE 2B – CONSTRUCTION DOCUMENTS PHASE

Client Consultation / Meetings	$2,450
Final Engineering Documents / CD's	$19,950
Earthwork Calculations	$1,250
Stormwater Management Calculations & Submittal	$5,740
Permit Applications / Processing	$3,990
Engineers Opinion Of Probable Cost	$875
Stormwater Pollution Prevention Plan	$1,400

PHASE 3A – BIDDING OR NEGOTIATION PHASE

Bid Assistance	$1,750

PHASE 3B – CONSTRUCTION SERVICES	
Client Consultation / Shop Drawing Review	$4,950
PHASE 3C – PROJECT CLOSEOUT PHASE	
Punch List (Field & Office)	$2,700
Record Drawings	$8,200
TOTAL	$64,280

Contract Summary:

Original Contract:	$ 83,000
Previous Add Service Request:	$ 0
Add Service Request No.: 1	$ 64,280
Total Contract Amount:	**$ 147,280**

Acknowledgments:

I/We hereby acknowledge the additional described work will be provided in accordance with provided plans and specifications under the terms and conditions of the original contract documents and agreements.

Consultant Authorization:
Pinnacle Engineering Group, LLC

Brian D. Johnson, P.E., CPESC — Principal

Brian D. Johnson — 8/15/24

Signature — Date

Client Authorization:
FGM Architects

Printed Name — Title

Signature — Date

ADDITIONAL SERVICE REQUEST BREAKDOWN

Date: September 20, 2024

Project: **HOFFMAN ESTATES FIRE STATION 21**
PROFESSIONAL ENGINEERING SERVICES
Location: 225 Flagstaff Lane
Hoffman Estates, Illinois

Job Number: **5347.10-IL**

Additional Service Request No.: **1**

Additional Service Breakdown:

Additional Services to complete Schematic, Design Development, Construction Document, Bidding, Construction Services, and Project Closeout Phases for the Village of Hoffman Estates Parking lot, Stormwater Detention Facility, and Sledding Hill, and open space adjacent to the Fire Station property.

PHASE 1 – SCHEMATIC DESIGN PHASE

Client Consultation / Meetings / Concept Plan Development

Senior Project Manager	5.0 hours @ $205	$1,025
Project Engineer	7.5 hours @ $150	$1,125
Engineering Technician	15.0 hours @ $90	$1,350
		$3,500

PHASE 2A – DESIGN DEVELOPMENT PHASE

Client Consultation / Meetings

Senior Project Manager	10.0 hours @ $205	$2,050
Project Engineer	2.0 hours @ $150	$ 300
Engineering Technician 1	1.0 hour @ $100	$ 100
		$2,450

Preliminary Engineering & Stormwater Plan / DD's

Senior Project Manager	7.0 hours @ $205	$1,435
Project Engineer	11.0 hours @ $150	$1,650
Engineering Technician 1	19.0 hours @ $100	$1,900
Engineering Technician 2	1.0 hours @ $90	$ 90
		$5,075

PHASE 2B – CONSTRUCTION DOCUMENTS PHASE

Client Consultation / Meetings		
Senior Project Manager	6.0 hours @ $205	$1,230
Project Engineer	5.0 hours @ $150	$ 750
Engineering Technician 1	2.0 hours @ $100	$ 200
Engineering Technician 2	3.0 hours @ $90	$ 270
		$2,450
Final Engineering Documents / CD’s		
Senior Project Manager	30.0 hours @ $205	$6,150
Project Engineer	44.0 hours @ $150	$6,600
Engineering Technician 2	80.0 hours @ $90	$7,200
		$19,950
Earthwork Calculations		
Senior Project Manager	2.0 hours @ $205	$ 410
Project Engineer	5.0 hours @ $150	$ 750
Engineering Technician 2	1.0 hours @ $90	$ 90
		$1,250
Stormwater Management Calculations & Submittal		
Senior Project Manager	7.0 hours @ $205	$1,435
Project Engineer	26.0 hours @ $150	$3,900
Engineering Technician 2	4.5 hours @ $90	$ 405
		$5,740
Permit Applications / Processing		
Senior Project Manager	3.0 hours @ $205	$ 615
Project Engineer	12.5 hours @ $150	$1,875
Engineering Technician 1	15.0 hours @ $100	$1,500
		$3,990
Engineers Opinion of Probable Cost		
Project Engineer	4.5 hours @ $150	$ 675
Engineering Technician 1	2.0 hours @ $100	$ 200
		$875
Stormwater Pollution Prevention Plan		
Project Engineer	4.0 hours @ $150	$ 600
Engineering Technician 1	8.0 hours @ $100	$ 800
		$1,400

PHASE 3A – BIDDING OR NEGOTIATION PHASE

Bid Assistance		
Senior Project Manager	4.0 hours @ $205	$ 820
Project Engineer	4.0 hours @ $150	$ 600
Engineer	2.0 hours @ $115	$ 230
Engineering Technician 1	1.0 hours @ $100	$ 100
		$1,750

PHASE 3B – CONSTRUCTION SERVICES

Client Consultation / Shop Drawing Review

Senior Project Manager	12.0 hours @ $205	$2,460
Project Engineer	10.0 hours @ $150	$1,500
Engineer	6.0 hours @ $115	$ 690
Engineering Technician 1	3.0 hours @ $100	$ 300
		$4,950

PHASE 3C – PROJECT CLOSEOUT PHASE

Punch List (Field & Office)

Senior Project Manager	4.0 hours @ $205	$ 820
Project Engineer	10 hours @ $150	$1,500
Engineering Technician 1	2.0 hours @ $100	$ 200
Engineering Technician 2	2.0 hours @ $90	$ 180
		$2,700

Record Drawings

Senior Project Manager	5.0 hours @ $205	$1,025
Engineer	3.0 hours @ $115	$ 345
Engineering Technician 1	3.0 hours @ $100	$ 300
Survey Field Crew	16.0 hours @ $280	$4,480
Survey Manager (Office)	10.0 hours @ $205	$2,050
		$8,200

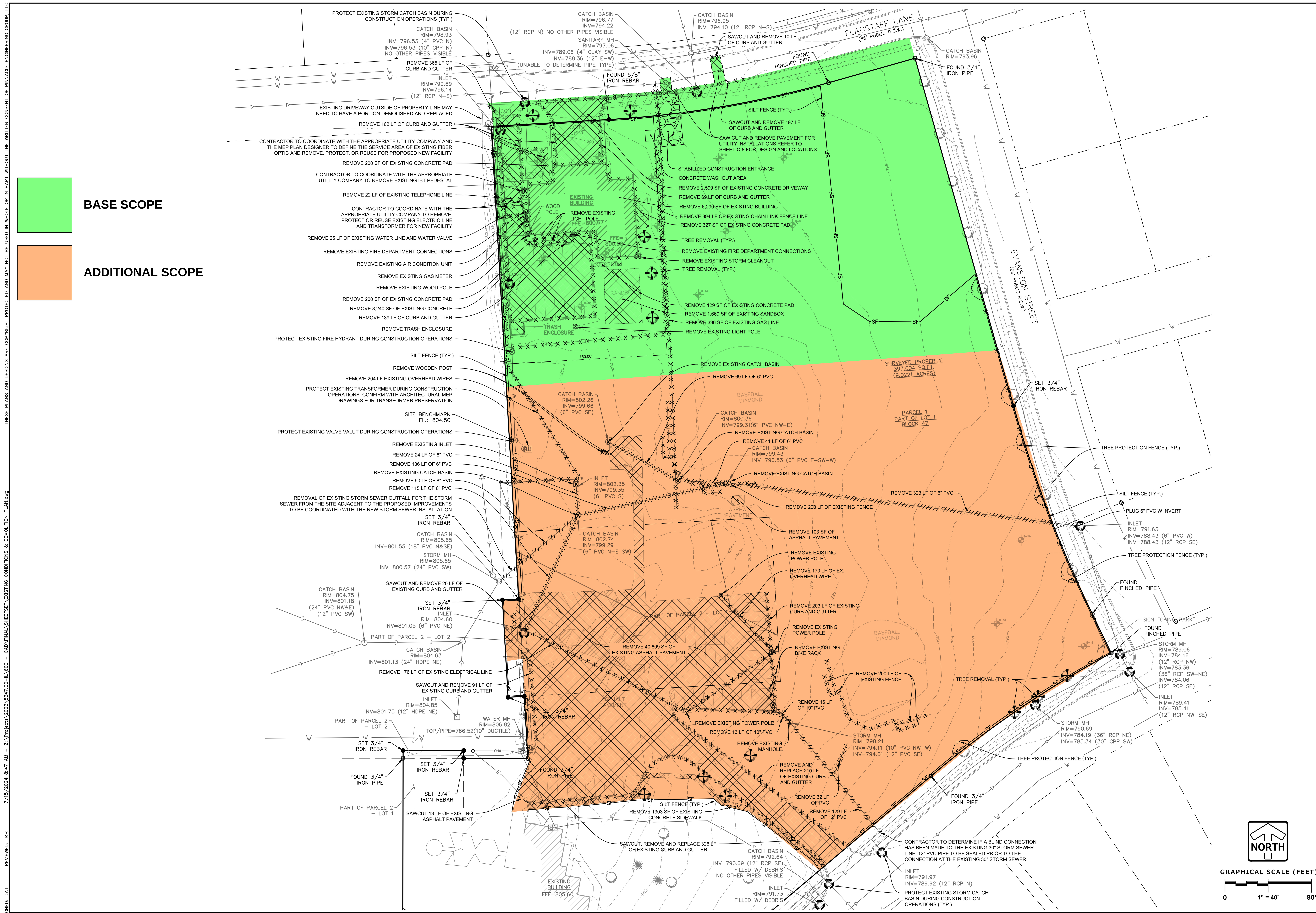
TOTAL $64,280

Additional Services Form

Project Name:	Hoffman Estates Fire Station 21
Project Number:	M2400041
To:	Jake McLaughlin
Project Address:	225 Flagstaff Lane
Submitted by:	Joe Hainaut
Date:	5/15/24
Title of Change:	South Parking Scope
Additional Services Number:	1
Additional Fee:	$3,600
Impact to Schedule:	None
Description of Change or Additional Service:	WT to provide field investigation and provide design for relocation of three (3) exterior light fixtures at the East Parking Lot

We offer to complete these additional services for the fee shown above in accordance with the terms of our existing contract.

Client Signature:		Date of Acceptance:	



DEMOLITION NOTES

1. CONTRACTOR SHALL CONTACT 811 PRIOR TO CONSTRUCTION AND NOTIFY ENGINEERING OF ANY CONFLICTS WITH THE PROPOSED IMPROVEMENTS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR DEMOLITION, REMOVAL AND DISPOSAL OF ALL STRUCTURES, FOUNDATIONS, SIDEWALKS, PAVEMENT, DRIVES, DRAINAGE STRUCTURES, UTILITIES, BRUSH/TREE CLEARING ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THESE PLANS CAN BE CONSTRUCTED.THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. ALL MATERIAL REMOVED SHALL BE DISPOSED OF IN AN APPROVED LOCATION.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
4. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING FOR ALL FEES AND CHARGES.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ANY DRAIN TILES AND NOTIFYING THE ENGINEER PRIOR TO CONSTRUCTION.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING THE EXISTING IRRIGATION SYSTEM IF FOUND IN THE AREAS OF PROPOSED IMPROVEMENTS. THE EXISTING IRRIGATION SYSTEM TO REMAIN SHALL BE CAPPED OR MODIFIED SO IT CAN CONTINUE TO OPERATE AS ORIGINALLY INTENDED.
7. ALL EXISTING INFORMATION AND EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR LOCATION OF EXISTING UTILITIES.
8. ALL UTILITIES SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY OR AGENCY.
9. CONTRACTOR SHALL SECURE THE SITE FROM THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, AND/OR OTHER APPROVED PRACTICES.
10. ACCESS SHALL BE MAINTAINED FOR SURROUNDING PROPERTIES AT ALL TIMES DURING CONSTRUCTION.
11. PRIOR TO DEMOLITION OCCURRING, ALL SPECIFIED EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE INSTALLED.
12. SHOULD REMOVAL AND/OR RELOCATION ACTIVITIES DAMAGE FEATURES INDICATED TO REMAIN, THE CONTRACTOR SHALL PROVIDE NEW MATERIALS IN ACCORDANCE WITH THE LOCAL AND STATE STANDARDS AT THEIR EXPENSE.
13. CONTRACTOR SHALL SAW-CUT (FULL DEPTH) ALL EXISTING HARD SURFACES WHERE A PORTION OF THE HARD SURFACE SHALL REMAIN AND OTHER BE REMOVED. IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IT'S REMOVAL AND REPAIR.
14. CONTRACTOR SHALL MAINTAIN AND KEEP CLEAN ALL EXISTING SIDEWALKS, WALKING PATHS, AND SITE ACCESS TO ENSURE THE SAFETY OF THE SURROUNDS PUBLIC AND BUSINESSES.
15. MAINTAIN EXISTING SITE DRAINAGE THROUGHOUT THE COURSE OF THE DEMOLITION WORK.

DEMOLITION LEGEND

TREE & BRUSH REMOVAL

FULL DEPTH PAVEMENT REMOVAL

SITE FEATURE TO BE REMOVED

INLET PROTECTION

TREE PROTECTION FENCE

SAWCUT

EXISTING TREE REMOVAL

NOTES:

EXISTING TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS AS PREPARED BY PINNACLE ENGINEERING GROUP, LTD., INC. ON DECEMBER 21, 2023. CONTRACTOR SHALL FIELD CHECK EXISTING HORIZONTAL AND VERTICAL SITE FEATURES AND CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING CONSTRUCTION.

PLAN I DESIGN I DELIVER

www.pinnacle-engr.com

PINNACLE ENGINEERING GROUP

ENGINEERING I NATURAL RESOURCES I SURVEYING

IL DESIGN FIRM 184.006289-0010

CHICAGO OFFICE:
1051 E. MAIN ST. | SUITE 217
EAST DUNDEE, IL 60118
(847) 551-5300
CHICAGO I MILWAUKEE I NATIONWIDE

HOFFMAN ESTATES FIRE STATION 21
225 FLAGSTAFF LANE
HOFFMAN ESTATES, ILLINOIS

REVISIONS

EXISTING CONDITIONS & DEMOLITION PLAN

PEG JOB No. 5347.00-IL
PEG PM DAT
START DATE 02/29/24
SCALE 1"=40'

SHEET C-4 OF C-12

HOFFMAN ESTATES FIRE STATION 21 - EXISTING CONDITIONS & DEMOLITION PLAN

DRAFTED: JAM DESIGNED: DAT REVIEWED: KJB 7/15/2024 8:47 AM

fgma

FGM Architects Inc.
1211 W 22nd St, Suite 700
Oak Brook, Illinois 60523

630.574.8300 OFFICE
630.574.7070 FAX

ILLINOIS PROFESSIONAL DESIGN FIRM #184-000350

CIVIL & LANDSCAPE
PINNACLE ENGINEERING GROUP
1051 E MAIN STREET, SUITE 217
EAST DUNDEE, ILLINOIS 60118
847.551.5300 (O)
ILLINOIS STATE CERTIFICATE OF AUTHORITY
NO. 184.006289-0010035.003296

STRUCTURAL
JOHNSON WILBUR ADAMS
330 S NAPERVILLE ROAD, SUITE 300
WHEATON, ILLINOIS 60187
630.653.9060 (O) 630.653.9059 (F)
ILLINOIS STATE CERTIFICATE OF AUTHORITY
NO. 184-005176

M.E.P.
WT GROUP
2675 PRATUM AVENUE
HOFFMAN ESTATES, ILLINOIS 60192
244.293.6333 (O) 224.293.6444 (F)
ILLINOIS STATE CERTIFICATE OF AUTHORITY
NO. 184.007570-0015

CONSTRUCTION MANAGER
CAMOSY CONSTRUCTION
43451 N US HWY 41
ZION, ILLINOIS 60099
847.395.6800 (O) 847.395.6891 (F)

NOT FOR CONSTRUCTION

FOR REVIEW ONLY

Not for construction.

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ISSUANCE		
NO	DATE	DESCRIPTION
	07.15.2024	ISSUED FOR PERMIT

HOFFMAN ESTATES FIRE STATION 21
VILLAGE OF HOFFMAN ESTATES
1900 HASSELL RD, HOFFMAN ESTATES, IL 60169

ISSUED FOR BID AND PERMIT

EXISTING CONDITIONS & DEMOLITION PLAN

SHEET NO.
C-4

JOB NO. 24-3971.01

H:\24-3971.01_Village of Hoffman Estates Fire Station 21_2022_jakemclaughlinFGMA.rvt

GRADING NOTES

1. CONTRACTOR SHALL CONTACT 811 PRIOR TO CONSTRUCTION AND NOTIFY ENGINEERING OF ANY CONFLICTS WITH THE PROPOSED IMPROVEMENTS.
2. BUILDING DIMENSIONS, GRADING, PARKING, AND UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST AND CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION. IN CASE OF DISCREPANCIES BETWEEN ARCHITECTURAL PLANS AND CIVIL PLANS, NOTIFY BOTH ARCHITECT AND ENGINEER.
3. CONTRACTOR SHALL MEET ALL COMPACTION REQUIREMENTS AS SPECIFIED ON SHEET C-2 AND PER IDOT SPECIFICATIONS.
4. CONTRACTOR SHALL CONSTRUCT ALL HANDICAP ACCESSIBLE ROUTES IN ACCORDANCE WITH LOCAL AND STATE ADA REQUIREMENTS.
5. PAVEMENT SLOPES THROUGH HANDICAP ACCESSIBLE PARKING AREAS SHALL BE 2.00% MAXIMUM IN ANY DIRECTION.
6. REFER TO CONSTRUCTION DETAILS AND GRADING ENLARGEMENTS FOR SIDEWALK RAMPS AND HANDICAP STRIPING.
7. ALL EXISTING AND PROPOSED CONTOURS ARE SHOWN IN 1' INCREMENTS.
8. CONTRACTOR SHALL NOT BLOCK DRAINAGE.
9. CONTRACTOR SHALL ADJUST ALL RIM ELEVATIONS OF EXISTING STRUCTURES TO PROPOSED GRADE.
10. CONTRACTOR SHALL REFER TO PLAN SPECIFICATIONS, SOIL EROSION CONTROL PLAN, AND SWPPP PRIOR TO CONSTRUCTION FOR WATER QUALITY REQUIREMENTS ASSOCIATED WITH LAND DISTURBANCE.

LEGEND

EXISTING	PROPOSED	
		STORM DRAINAGE STRUCTURE
		PRECAST FLARED END SECTION
		CLEANOUT
749	749	CONTOUR
× (750.00)	×750.00	SPOT ELEVATION
		DIRECTION OF SURFACE FLOW
		SURVEYED TREE

ELEVATIONS

1. CONTOURS ARE SHOWN AS FINISHED GRADE.
2. SPOT ELEVATIONS ARE SHOWN AS FLOW LINE ALONG THE CURB AND GUTTER AND FINISHED GRADE ELSE WHERE UNLESS SPECIFIED AS BELOW:
   - T/W= TOP OF RETAINING WALL
   - B/W= BOTTOM OF RETAINING WALL
   - EP = EDGE OF PAVEMENT
   - TC = TOP OF CURB
   - TDC = TOP OF DEPRESSED CURB
   - T/S = TOP OF SIDEWALK
   - FL = FLOW LINE
   - R = STRUCTURE RIM GRADE

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HOFFMAN ESTATES FIRE STATION 21
225 FLAGSTAFF LANE
HOFFMAN ESTATES, ILLINOIS

REVISIONS

GRADING PLAN

PEG JOB No. 5347.00-IL
PEG PM DAT
START DATE 02/29/24
SCALE 1"=40'

SHEET C-6 OF C-12

HOFFMAN ESTATES FIRE STATION 21 - GRADING PLAN

DRAFTED: JAM DESIGNED: DAT REVIEWED: KB

fgma
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HOFFMAN ESTATES, ILLINOIS 60192
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	07.15.2024	ISSUED FOR PERMIT

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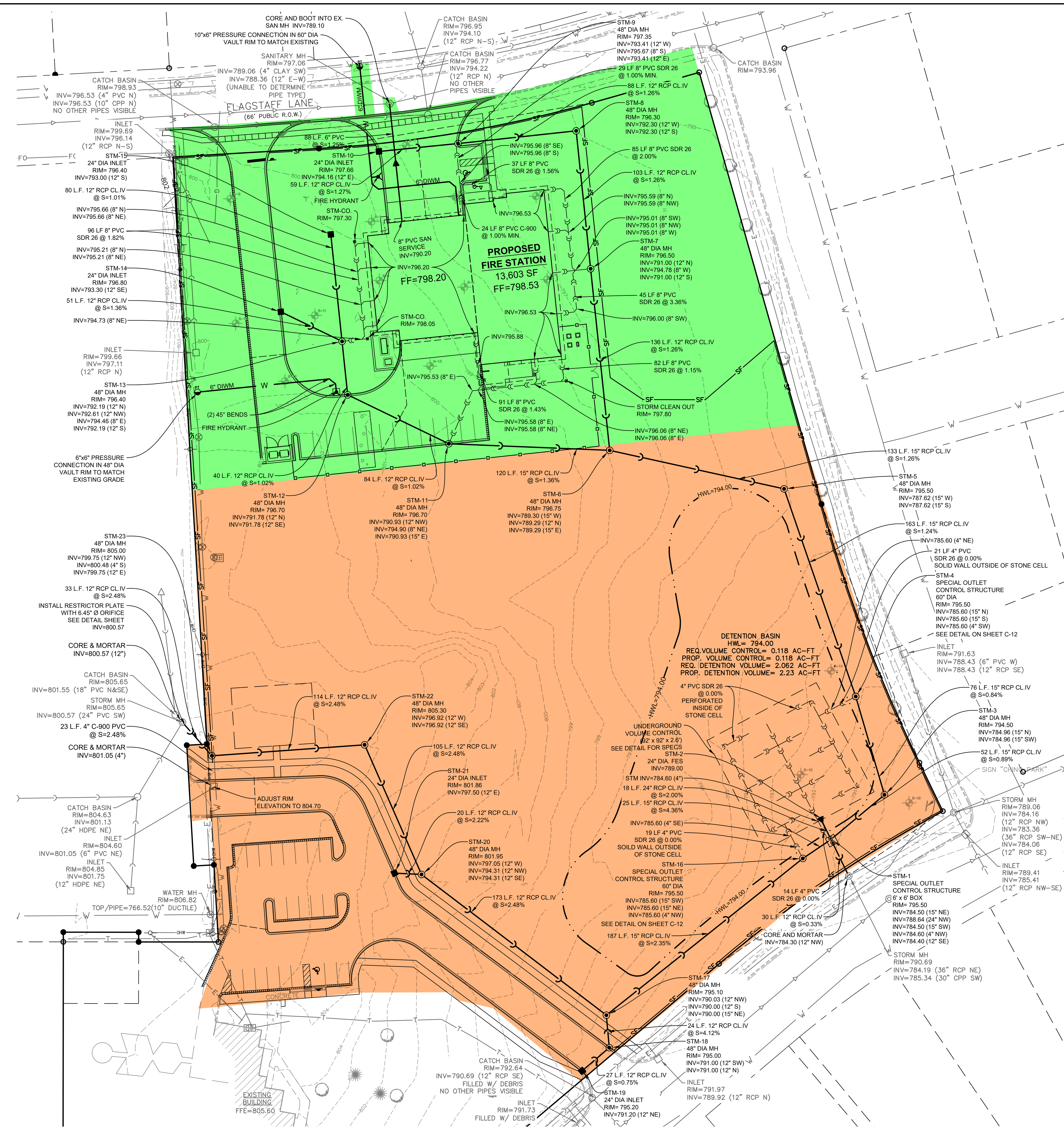
VILLAGE OF HOFFMAN ESTATES
1900 HASSELL RD, HOFFMAN ESTATES, IL 60169

ISSUED FOR BID AND PERMIT

GRADING PLAN

SHEET NO.
C-6

JOB NO. 24-3971.01



BASE SCOPE

ADDITIONAL SCOPE

UTILITY NOTES

1. CONTRACTOR SHALL CONTACT 811 PRIOR TO CONSTRUCTION AND NOTIFY ENGINEERING OF ANY CONFLICTS WITH THE PROPOSED IMPROVEMENTS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR UTILITY CONSTRUCTION.
3. ALL EXISTING INFORMATION AND EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR LOCATION OF EXISTING UTILITIES.
4. ALL UTILITIES SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY OR AGENCY.
5. ALL MANHOLES AND VALVE VAULTS SHALL HAVE THE "CITY OF AURORA" CAST INTO THE LID. ALL OPEN LIDS OR GRATES SHALL HAVE THE WORDS "DRAINS TO CREEK, DUMP NO WASTE" PERMANENTLY INSCRIBED.
6. BUILDING DIMENSIONS, GRADING, PARKING, AND UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST AND CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION. IN CASE OF DISCREPANCIES BETWEEN ARCHITECTURAL PLANS AND CIVIL PLANS, NOTIFY BOTH ARCHITECT AND ENGINEER.
7. CONTRACTOR SHALL VERIFY LOCATION, SIZE, AND ELEVATION OF ALL BUILDING SERVICES WITH ARCHITECTURAL AND MEP PLANS.
8. CONTRACTOR SHALL ADJUST ALL RIM ELEVATIONS OF EXISTING STRUCTURES TO PROPOSED GRADE.
9. ALL UTILITY DIMENSIONS ARE TO CENTER OF PIPE OR CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
10. CONTRACTOR SHALL CONTACT EACH UTILITY COMPANY AND COORDINATE FINAL LOCATIONS OF ALL ELECTRIC, GAS, AND TELEPHONE SERVICES PRIOR TO START OF CONSTRUCTION.
11. CONTRACTOR SHALL LOCATE ALL EXISTING SEWER AND WATERMAIN LOCATION, SIZE, ELEVATION, AND CONDITION AT POINTS OF CONNECTION AND WHERE PROPOSED UTILITIES SHALL CROSS OR POTENTIALLY COME IN CONFLICT WITH EXISTING LINES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEERING OF ANY DISCREPANCIES OR CONFLICTS.
12. LIGHTING IS SHOWN FOR REFERENCE ONLY. REFER TO PHOTOMETRICS PLAN FOR CONSTRUCTION.
13. UNDERGROUND IMPROVEMENTS SHALL BE CONSTRUCTED AND TESTED IN ACCORDANCE WITH THE CITY, THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, IDOT. IN THE EVENT OF CONFLICTING GUIDELINES, THE MORE RESTRICTIVE SHALL GOVERN.
14. REFER TO MECHANICAL PLANS FOR KNOX-BOX LOCATION. KNOX-BOX SHALL BE SERIES 3200 OR 4400.
15. MONITORING MANHOLE SHALL REMAIN ACCESSIBLE TO ALL UTILITY REPRESENTATIVES AT ALL TIMES. THERE SHALL BE NO CHANGES IN SLOPE OR ALIGNMENT FOR AT MINIMUM 15 PIPE DIAMETERS UP OR DOWNSTREAM FROM THE MANHOLE. NO OTHER PIPES SHALL CROSS THE MANHOLE.

LEGEND

EXISTING	PROPOSED	
		SANITARY MANHOLE
		STORM MANHOLE
		CATCH BASIN/RISER
		INLET
		PRECAST FLARED END SECTION
		CONCRETE HEADWALL
		VALVE VAULT
		VALVE BOX
		PRESSURE TAP IN VAULT
		BUFFALO BOX
		FIRE HYDRANT
		SIAMESE CONNECTION
		CLEANOUT
		SANITARY SEWER
		FORCEMAIN
		STORM SEWER
	W	WATERMAIN
		BUILDING LIGHT
		STREET SIGN
		LABELED UTILITY CROSSING
		TRENCH BACKFILL

NORTH

GRAPHICAL SCALE (FEET)

0 1" = 40' 80'

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225 FLAGSTAFF LANE
HOFFMAN ESTATES, ILLINOIS

REVISIONS

UTILITY PLAN

PEG JOB No. 5347.00-IL
PEG PM DAT
START DATE 02/29/24
SCALE 1"=40'

SHEET C-8 OF C-12

HOFFMAN ESTATES FIRE STATION 21 - UTILITY PLAN

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DRAFTED: JAM DESIGNED: DAT REVIEWED: KB

7/15/2024 8:50 AM

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VILLAGE OF HOFFMAN ESTATES
1900 HASSELL RD, HOFFMAN ESTATES, IL 60169

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UTILITY PLAN

SHEET NO.
C-8

JOB NO. 24-3971.01

H:\24-3971.01_Village of Hoffman Estates Fire Station 21_2022_jakemclaughlinFGMA.rvt

AGENDA ITEM REPORT

Village Board of Trustees
December 16, 2024
ITEM 5L

REQUEST: Authorization to:

a. waive formal bidding (due to sole source); and
b. award contract for a three-year agreement with Ready Rebound, Inc. of Milwaukee, WI for injury management services in the Fire Department, with the first year as a trial, in a total amount not to exceed $113,456.12.

FROM: Alan Wax, Fire Chief

ITEM TYPE: Contract - Village Board

REQUEST SUMMARY

The Fire Department's goals include reducing the time periods regularly experienced between the dates of injuries to personnel and the dates they are physically able to return to full duty - as well as reduced re-injury rates. We have found that the largest delays in the recovery timelines include the waiting periods in scheduling appointments with specialists, diagnostic tests, follow-up appointments, surgeries, physical therapies, and rehabilitations; as well as treatments by patient-selected doctors who, while qualified in general, are not truly familiar with the physical requirements of firefighter/paramedic work. Besides the effects of injuries and delays on a member's physical and mental health, there are considerable overtime costs to maintain necessary staffing levels on each shift the firefighter remains off-duty for injury leave.

Ready Rebound has established a process for injury care navigation that has proven to be successful in many fire departments. The approach includes viewing first responders as "tactical athletes," and managing injuries similar to the way professional sports teams manage their player injuries, with high-quality expedited care. Ready Rebound has developed a network of doctors, therapists, and other medical specialists in the Chicago area (often the same ones that provide treatment to the major Chicago sports teams). So that the doctors and therapists can customize treatment and care plans to best prepare injured firefighters to return to the unique daily physical rigors and challenges of the fire service, the medical providers personally attend ongoing education and "firefighter-for-a-day" training experiences. As part of the Ready Rebound Network, these high-quality providers have committed to evaluating and treating the injured firefighters within a couple of days of injury occurrences, with quick turn-around times for diagnostics, therapy, and surgery (if necessary).

With very personalized service, Ready Rebound sets-up appointments with these medical professionals, directly consults with the patients before and after appointments, and serves as a communications and navigation resource between the patients, the medical providers, the Village's HRM office, the workers' compensation administrators, and the patients' health insurance to resolve any concerns and keep the treatment and recovery processes moving. The Village and its workers' compensation carrier maintain the ability to seek second opinions, request additional testing, and initiate all other similar case management practices.

Since any injury to a responder creates an issue, injured workers can take advantage of Ready Rebound's services no matter if the injury is duty-related or not. Ready Rebound's focus is on benefiting the worker and the employer. All of Ready Rebound's revenue comes from membership agreements such as the one for the Village, which is attached. Ready Rebound neither receives nor pays referral fees or any kinds of inducements.

Payment for medical and therapy services does not change from current practices. Workers' compensation or personal health insurance applies to all evaluations, treatments, and therapies. Recognizing the benefit to the members of the organization and the Department/Village as a whole, as well as the past concerns experienced, the Hoffman Estates Firefighters Union is supportive of this initiative and has agreed to encourage members to take maximum advantage of Ready Rebound's services.

The agreement with Ready Rebound is attached. Because this is a new type of program for the Village, Ready Rebound has agreed to the first of the three years being considered a "trial" period, and the Agreement reflects such. It is also recognized that, if the trial is successful, the Village may consider using Ready Rebound's specialty services for other departments in the organization.

FINANCIAL IMPACT

The 2025 cost for Ready Rebound's services is $37,506. This expenditure is included in the recently-approved 2025 Budget. The second year's cost would remain the same. In the third year, the price increases by a modest 2.5%. If 23 shifts of overtime were saved by the use of Ready Rebound's services in 2025, the Village would "break even" on the cost of the program.

For reference, due to scheduling and other questionable delays, in 2023, one on-duty injury resulted in a total of 26 days of overtime between the initial injury and evaluation by a specialist and between the specialist appointment and an MRI; there were additional delays during the subsequent course of treatment. In 2024, the two longest on-duty injury cases took a combined total of 24 shifts of overtime during periods of waiting between injury dates, specialist appointments, MRIs, and eventual surgeries; in both cases, there were additional extended waiting periods during which overtime was required. For both years, these cases do not include the numerous other on-duty and off-duty injuries, which also resulted in additional timeline delays and overtime for shift coverages.

RECOMMENDATION

Authorization to waive sealed bids (due to sole source) and award contract for a three-year agreement with Ready Rebound, Inc. of Milwaukee, WI for injury management services in the Fire Department in a total amount not to exceed $113,456.12.

ATTACHMENTS

1. Ready Rebound Agreement 12-09-2024

READY REBOUND

Ready Rebound, Inc.
311 E. Chicago St.
Suite 520
Milwaukee, WI, 53202
United States

For bill payments, please send checks to:
Ready Rebound, Inc.
PO Box 8282
Carol Stream, IL 60197-8282

Created On:	11/8/24
Order Form Expiration:	12/8/24
Subscription Start Date:	1/1/25
Subscription End Date:	12/31/27

Prepared By:	Michelle Rivera on behalf of Alec Wons
Email:	awons@readyrebound.com
Subscription Term:	1 + 2 optional

Customer Information

Customer:	Village of Hoffman Estates Fire Department	**Contact Name:**	Alan Wax	**Billing Contact:**	Alan Wax
Bill To/Ship To:	1900 Hassell Rd. Hoffman Estates, IL 60169	**Email:**	alan.wax@vohe.org	**Email:**	alan.wax@vohe.org
		Phone:	847-843-4825		

Order Details

Billing Frequency: Annual **PO # If Required:**
Payment Terms: Net Thirty (30) Days

SUBSCRIPTION SERVICES:

Product / Service	Member Type	Paid Members	Price per Member per Year	Start Date	End Date	Annual Fee
Ready Rebound Recover *24/7 access to licensed athletic trainers, individualized healthcare navigation and advocacy, and preferred access to medical providers.* *Sports medicine healthcare model for members and nuanced return-to-work communication for all stakeholders, including employers and medical providers.* *Service is available for all injury circumstances (including on-duty and off-duty) for paid members, their immediate family, and retirees.*	Fire	94	$ 399.00	1/1/25	12/31/25	$37,506.00
	Fire	94	$ 399.00	1/1/26	12/31/26	$37,506.00
	Fire	94	$ 408.98	1/1/27	12/31/27	$38,444.12
						$0.00
						$0.00
						$0.00
						$0.00

Annual Subscription Total: $113,456.12

PROFESSIONAL SERVICES:

Professional Service	Amount	Date	Total Price
Implementation *Establishment of provider partnerships, department training, and member onboarding.* *Exact implementation timelines will be confirmed with the Client administration during the Project Kickoff call.*	$ -	1/1/25	$0.00

Professional Services Total: $0.00

Billing Table:

Due Date	Amount Due
January 1, 2025	$37,506.00
January 1, 2026	$37,506.00
January 1, 2027	$38,444.12

Order Form Legal Terms

This Order Form is entered into between Ready Rebound, Inc., with its principal place of business at 311 E. Chicago St., Suite 520, Milwaukee, WI 53202 ("Ready Rebound"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the Master Subscription Agreement ("MSA") executed by the parties and attached, or if no such MSA is executed or attached, the MSA at https://readyrebound.com/terms-and-conditions-102dn3 and any applicable Statement of Work ("SOW") incorporated herein in the event additional Professional Services are purchased. The Order Form, MSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Subscription Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the MSA. Each party's acceptance of this Order Form is conditional upon the other's acceptance of the terms in the MSA to the exclusion of all other terms. This Order Form is executed by a duly authorized signatory. In addition the Parties agree to amend the MSA to include the following new section(s):

The subscription for Services will automatically renew for Term 2 and Term 3 unless we receive a written notice of cancellation at least ninety (90) days prior to the commencement of Term 2. Failure to provide the 90-day written notice will result in automatic renewal of the subscription for the subsequent terms.

Customer:		**Company:**	Ready Rebound, Inc.
Signature:		Signature:	
Name		Name	
Title		Title	
Date		Date	

READY REBOUND MASTER SUBSCRIPTION AGREEMENT

This is a contract between Company and Customer. Customer is responsible for carefully reading all terms and conditions of this Agreement before signing an Order Form, clicking an "Accept" button, or accessing or using any Service. By signing an Order Form, or accessing or using any Service, Customer confirms that it has read and accepts this Agreement in its entirety. Any different or additional terms Customer may reference or provide to Company are overridden by this Agreement.

1. CONTRACT STRUCTURE AND ORDER-OF-PRECEDENCE

This Master Subscription Agreement ("**MSA**") is entered into between Ready Rebound, Inc. ("**Company**") and customer ("**Customer**") identified on the corresponding mutually executed order document between Customer and Company that references this MSA ("**Order Form**") as of the latest date set forth on the signature page of the Order Form ("**Effective Date**"). If Customer purchases Professional Services from Company, the Parties must enter into a statement of work ("**SOW**") describing those Services in the event such Professional Services are not described in the Order Form. In addition to the terms and conditions of the MSA, Customer's use of certain Services is subject to the additional terms and conditions provided in the Order Form ("**Service-Specific Terms**"). By using the Services listed in these Service-Specific Terms, Customer agrees that these Service-Specific Terms are incorporated into the MSA. Capitalized terms used below have the same meanings as used in the Agreement, unless expressly defined otherwise. This MSA, the Service-Specific Terms, all Order Forms and SOWs (collectively, the "**Agreement**") govern Customer's access to and use of Company's Service. In the event of any conflicts between this MSA, any Order Form, and any SOW, the following order- of-precedence applies: SOW takes precedence and prevails over its associated Order Form solely with respect to its subject matter; an Order Form takes precedence and prevails over this MSA solely with respect to its subject matter; and Service-Specific Terms takes precedence and prevails over this MSA solely with respect to its subject matter. Customer and Company may be referred to in the Agreement individually as a "**Party**" and collectively as the "**Parties**."

2. OWNERSHIP OF SERVICE AND CUSTOMER DATA

2.1 Ownership of the Service. The Service and Company Technology are the property of Company and its licensors, and are protected by copyright, patent, trade secret and other intellectual property laws. Company and its licensors retain any and all rights, title and interest in and to the Service and Company Technology (including all intellectual property rights), including all copies, modifications, improvements, extensions and derivative works thereof and any software, applications, inventions or other technology developed in connection with supporting the Company Technology.. Customer's right to use the Service and Company Technology is limited to the rights expressly granted in this MSA and the applicable Order Forms. All rights not expressly granted to Customer are reserved and retained by Company and its licensors.

2.2 Ownership and Use of Customer Data. As between Customer and Company all Customer Data is the property of Customer. Company may store, access and process Customer Data as necessary to provide the Service, meet its obligations under the Agreement and verify Customer's compliance with terms of Service, including to monitor and analyze use of the Service, and to develop, improve and enhance the Service and other Company offerings.

2.3 Storage. Company stores Customer Data in data centers that are owned and controlled by Company or owned and controlled by a third-party vendor of Company. Customer Data may be accessed remotely for support and technical operations purposes from outside the US.

2.4 Feedback. Customer grants Company a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Services Customer's Feedback. Company will exclusively own any improvements or modifications to the Services based on or derived from any of Customer's Feedback including all intellectual property rights in and to the improvements and modifications.

3. GRANT OF ACCESS

Subject to the terms and conditions of this MSA, Company hereby grants to Customer the non-exclusive, non-transferable (except as specified in Section 14.2 (Assignment)) right to access and use the Service and Company Technology during the Service Term in accordance with the limitations in this MSA and the terms of all applicable Order Form(s) and SOWs. Unless otherwise set forth in an applicable Order Form, the usage allotments (e.g., number of members) to which Customer is entitled will correspond to the Service to which Customer then subscribes.

If Customer's use of the Service exceeds the entitlements applicable to its then-current subscription, Company may (i) require Customer to pay any Fees associated therewith; or (ii) terminate all applicable Order Forms for cause in accordance with Section 6.2(b) (Termination of Order Form or SOW).

4. CUSTOMER RESPONSIBILITIES

4.1 Customer Responsible for Member Accounts. Customer is responsible for all activity occurring under Customer's Member accounts (except to the extent any such activity is caused by Company) and for complying with all laws and regulations applicable to Customer's use of the Service and Company Technology.

4.2 Use Restrictions. Customer must not, without Company's prior written consent, cause or permit the: (a) use, copying, modification, rental, lease, sublease, sublicense, operation of a service bureau, transfer or other commercial exploitation of, or other third party access to, any element of the Service or Company Technology, except to the extent expressly permitted by the Agreement; (b) creation of any modifications or derivative works of the Service or Company Technology; (c) reverse engineering of the Service or Company Technology; (d) gaining of unauthorized access to the Service, Company Technology or its related systems or networks; (e) interference with or disruption of the integrity or performance of the Service, Company Technology or the data contained therein (for example, via unauthorized benchmark testing or penetration testing); (f) sending, storing or use of any Customer Data in connection with the Service or Company Technology for which Customer lacks sufficient ownership or other rights; or (g) sending, storing or use of any infringing, obscene, threatening, libelous or otherwise unlawful or tortious material in connection with the Service or Company Technology. Customer also must use reasonable security measures to access the Service and Company Technology, and must not knowingly send, store or use any material containing any viruses, worms, Trojan horses or other malicious or harmful computer code, files, scripts, agents or programs in connection with the Service or Company Technology. Company also reserves the right to take all steps reasonably necessary to protect the security, integrity or availability of the Service or Company Technology (e.g., by temporarily suspending access by anyone who introduces malicious code or attempts to do so), notwithstanding anything to the contrary in the Agreement.

4.3 No Export; Government Use. Customer may not remove or export from the United States or allow the export or re-export of the Services, Company Technology or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Company Technology and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

4.4 No Medical Advice. The Content and other materials created by Company or obtained from Company's licensors, and other materials contained on the Service are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Customer acknowledges that Members should seek the advice of their physician or other qualified health provider with any questions they may have regarding a medical condition. Company does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Service. Reliance on any information provided by Company, Company employees, others appearing on the Service at the invitation of Company is solely at the Members own risk. The service providers and professionals utilizing or featured on the Service are not Company employees. Any health education, opinions, advice, or information expressed by a professional or service provider utilizing or featured on the Service are of the professional and the professional alone. They do not reflect the opinions of the Company. Company does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on Company or by a licensee of Company.

4.5 Equipment. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

5. SUPPORT

5.1 Support. Subject to the terms hereof, Company will provide Customer with reasonable online technical support Services on weekdays during the hours of 9:00 am through 5:00 pm Central Time, with the exclusion of Federal Holidays.

6. TERM, TERMINATION AND EFFECT OF TERMINATION

6.1 TERM

6.1(a) Term of MSA. This MSA will begin on the Effective Date and continue in effect until all Order Forms and SOWs, if any, expire or are terminated in accordance with this MSA.

6.1(b) Term of Order Forms. The initial term of each Order Form will start on the Start Date and end on the End Date as each is identified on the Order Form (the "**Initial Service Term**"), and shall renew automatically as set forth below.

Unless otherwise set forth in the applicable Order Form, or unless the Order Form is terminated in accordance with Section 6.2(b), upon expiration of the Initial Service Term, the relevant Order Form will automatically renew on an annual basis for subsequent renewal terms of twelve (12) months (each a "**Renewal Service Term**"), unless either Party notifies the other Party in writing, at least ninety (90) days (subject to Section 7.2) prior to the end of the then-current Service Term, that it chooses not to renew. The Initial Service Term and all Renewal Service Terms (if any) are referred to in the Agreement collectively as the "**Service Term**."

6.2 TERMINATION

6.2(a) Termination of Agreement. Neither Party will have the right to terminate the Agreement without legally valid cause (no termination "for convenience"). This MSA will automatically terminate upon the date that all Order Forms and all SOWs, if any, have expired or been terminated in accordance with the terms set forth herein. Upon permitted termination of this MSA, all Order Forms and SOWs governed by it will also be terminated automatically.

(b) Termination of Order Form or SOW. Either Party may terminate an Order Form or SOW in accordance with their respective terms. Either Party may terminate an Order Form or SOW for cause upon written notice if the other Party fails to cure any material breach thereof, or any material breach of this MSA, within thirty (30) days after receiving reasonably detailed written notice from the other Party alleging the breach.

(c) Termination for Change of Law. Notwithstanding anything to the contrary in this MSA, if complying with any law applicable to the Service by Company enacted after the Effective Date would materially change the Parties' costs or risks in providing the Service, then the Parties' respective legal counsel will promptly meet to discuss alternative options. If the Parties are unable to reach an amicable resolution within thirty (30) days, then each Party will have the right to terminate the Agreement (including all Order Forms and SOW) – in which case the termination will be effective thirty (30) days thereafter. In the event of such a termination, Customer's sole right and Company's sole obligation (except to the extent otherwise expressly stated in this MSA) will be for Company to promptly refund to Customer, on a pro rata basis, any Fees paid under all Order Forms and SOW then in effect that are unused as of the termination effective date.

6.3 EFFECT OF TERMINATION

6.3(a) Effect of Expiration or Termination of MSA. Sections 1, 2, 4.2 - 4.4, 6.3, 12, 13, 14, and 15 of this MSA will survive any expiration or termination of this MSA. An Order Form or SOW may identify additional terms that will survive any expiration or termination of the applicable Order Form or SOW.

(b) Effect of Termination of MSA, Order Form or SOW.

Subject to the exclusive remedy provisions in this MSA: (a) if Customer terminates an Order Form, SOW or this MSA for uncured material breach in accordance with this MSA, Customer will be entitled to a refund, on a pro rata basis, of any prepaid Fees that are unused as of the termination effective date; and (b) if Company terminates an Order Form, SOW or this MSA for uncured material breach in accordance with Section 6.2, all amounts owed by Customer thereunder will become due and payable.

7. ORDER PROCESS

Customer orders the Service via one or more Order Forms, and Customer orders Company's Professional Services via one or more SOW. Customer's Affiliates are also permitted to sign Order Forms and SOWs with Company that are governed by this MSA, in which case all references to "Customer" in this MSA shall be interpreted to refer to the relevant Customer Affiliate for purposes of interpreting such Affiliate Order Forms and SOW; provided, however, that Company's maximum liability under Section 12 to Customer and all of its Affiliates who sign Order Forms or SOWs under this MSA shall not exceed, in the aggregate, the limits stated in Section 12.

7.1 Purchase Orders. If Customer requires that a purchase order ("**PO**") be issued before making payment under an Order Form or SOW, Customer must provide to Company such valid PO conforming to the applicable Order Form or SOW in time for Customer to meet its payment obligations. The terms and conditions of any PO (or of any other unilateral Customer document not agreed in writing by authorized representatives of both Parties) will have no effect on the rights or obligations of the Parties, regardless of any failure to object to such terms and conditions.

7.2. Modification of Fees Upon Renewal. Company reserves the right to modify the Fees for its Service under one or more Order Forms, effective upon commencement of the next Renewal Service Term of the relevant Order Form(s), by notifying Customer in writing at least sixty (60) days before the end of the then-current Service Term. Unless Customer notifies Company in writing at least thirty (30) days prior to the end of the then- current Service Term that Customer chooses not to renew such Order Form(s), the modified Fees shall take effect under the relevant Order Form(s) upon commencement of the next Renewal Service Term.

8. FEES AND PAYMENT

8.1 Payment Details. Customer must pay all fees and charges in accordance with this MSA and each mutually executed Order Form and SOW ("**Fees**"). Except to the extent otherwise expressly stated in this MSA, or in an Order Form or SOW:

a. all obligations to pay Fees are non-cancelable and non-refundable;

b. Customer must make all payments without setoffs, withholdings or deductions of any kind;

c. Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when Company emails them to Customer's designated billing contact); and

d. all Fees must be paid in U.S. Dollars.

In accordance with each Order Form: (i) Company charges and collects in advance the annual Fees for use of the Service based on the Service subscribed to by Customer (after the Initial Service Term, Company will invoice Customer for such annual Fees at least thirty (30) days prior to the start of each Renewal Service Term); and (ii) if Customer's use of the Service exceeds the contracted usage volume(s) specified in the applicable Order Form, Customer will pay the additional usage-based Fees, as described in such Order Form. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email).

8.2 Taxes. Company's Fees are exclusive of all taxes, levies, withholdings, deductions or duties imposed by taxing authorities in connection with any Order Forms or SOW. Customer is responsible for paying all such taxes, levies, withholdings, deductions or duties except any taxes based solely on Company's income or which do not arise from any Order Form or SOW. If Company has the legal obligation to pay or collect taxes for which Customer is responsible, that additional amount will be invoiced to, and paid by Customer, unless Customer provides Company a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer has the legal obligation to withhold or deduct any amount from the Fees, the sum payable by Customer (in respect of which such deduction or withholding is required to be made) shall be increased to the extent necessary to ensure that Company receives a sum net of any withholding or deduction equal to the sum which it would have received had no such deduction or withholding been made or required to be made. Unless prohibited by the applicable taxing jurisdiction, the tax situs will be Customer's admin user address as set forth in the applicable Order Form. Customer may update such address by providing written notice to Company and taxes will be updated on a prospective basis.

8.3 Customer Contact Information. Customer agrees to provide Company accurate billing and other contact information for each Order Form and SOW at all times during the Service Term, including the name of Customer's applicable legal entity, and the street address, e-mail address, name and telephone number of an authorized billing contact. Customer shall update this information within thirty (30) days after any changes, via email to Company's Accounts Receivable team at invoices@readyrebound.com.

8.4 Consequences of Non-Payment. If Customer fails to make any payments required under any Order Forms or SOW, then in addition to any other rights Company may have under this MSA or applicable law:

a. Customer will owe Company an interest penalty of one and one-half percent (1.5%) per month on any outstanding balance under each delinquent invoice, or the maximum permitted by law (whichever is less);

b. Company will be entitled to recover its reasonable costs of collection;

c. Company may suspend the start of any Renewal Service Term, or subsequent Service Term agreed in an Order Form between the Parties; and

d. If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from Company, which may be provided via email to Customer's designated billing contact, Company may temporarily suspend Customer's access to the Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 6. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

9. THIRD PARTY INTERACTIONS

To the extent Customer's use of the Service requires use of any third-party products, packages or services not made available by Company (e.g., Salesforce CRM, Amazon Web Services or a Web browser), Customer may be required to separately purchase or license such products, packages or services directly from the applicable third party. In addition, in connection with using the Service, Customer may choose to purchase or license certain other third-party products, packages or services identified by the Company. Any third-party products, packages and services and any terms associated therewith are between Customer and the relevant third parties. Company does not license, support, control, endorse or otherwise make any representations or warranties regarding any third-party products or services under this section, and in no event will Company have any liability whatsoever in connection therewith, even if Customer has directed Company to implement or configure the third-party products, packages or services. Customer is responsible for the conduct of any third party which obtains access to the Services from Customer.

10. PROFESSIONAL SERVICES

If Customer wishes to purchase any training, implementation or other professional services from Company relating to the Service ("**Professional Services**"), the Parties will mutually agree to one or more separate SOW (or if applicable, Order Form) containing the relevant description of services. Company Professional Services are separate and apart from the Service, and neither Party's obligations in connection with the Service are dependent in any way on any Professional Services. Company retains all ownership rights in and to all copyrightable works, deliverables, designs, inventions, know-how, software, techniques, trade secrets, work product and other materials created by or for Company (either alone or jointly with Customer or others) and provided to Customer, and any derivative works thereof, excluding any Customer Confidential Information. Company grants Customer a non-exclusive, non-transferable, royalty-free right to access and use the materials Company provides with the Professional Services internally in connection with the Service during the Term of this Agreement. Customer may not create derivative works of any materials Company provides with the Professional Services. Nothing in this MSA will prohibit, restrict or limit (i) Company from performing the same or similar Professional Services for or providing the same or similar work product to any third party, or (ii) Customer from hiring a third party to perform professional services related to the Services.

11. WARRANTIES AND DISCLAIMERS

11.1 Mutual Warranties. Each Party represents and warrants to the other that it has the legal power and authority to enter into this MSA, and that: (a) this MSA has been duly authorized, executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) to the best of its knowledge, no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this MSA; and (c) to the best of its knowledge, the execution, delivery and performance of this MSA does not violate the terms or conditions of any other legally binding agreement.

11.2 Additional Customer Warranties: Customer Party represents and warrants it will not use the Services for any illegal or unauthorized purposes and the use of the Services will not violate any applicable law or regulation.

11.3 Additional Company Commitments. Company further represents and warrants that:

a. It will use reasonable technical means to screen for and detect disabling devices, viruses, trojan horses, trap doors, back doors, time bombs, cancelbots and other computer programming routines designed to damage or detrimentally interfere with software or data;

b. The Service will perform substantially in accordance with the relevant documentation;

c. It will make reasonable efforts to notify Customer, at least thirty (30) days in advance via Company's Normal Communication Channels, of any scheduled changes Company believes are likely to have a material, adverse impact on Customer's use of the Service ("**Material Changes**").; and

d. Professional Services provided by Company will be performed in a professional and workmanlike manner.

If Company breaches any warranties in this Section 11.3, Customer's exclusive remedy and Company's sole obligation will be for Company to make reasonable efforts to correct the non-conformity or, if Company is unable to correct the non-conformity within sixty (60) days after receipt of Customer's written notice, for Customer to terminate the applicable Order Form(s) or SOW and receive a refund, on a pro rata basis, of any Fees prepaid under such Order Form(s) or SOW that are unused as of the termination effective date.

e. It shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Service. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

11.4 Warranty Disclaimers. EXCEPT TO THE EXTENT EXPRESSLY STATED IN THIS MSA: (A) COMPANY AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED (IN FACT OR BY OPERATION OF LAW), REGARDING THE SERVICE, PROFESSIONAL SERVICES, OR ANY MATTER WHATSOEVER; AND (B) COMPANY AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE OR ANY PROFESSIONAL SERVICES ARE OR WILL BE ERROR-FREE, MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY PARTICULAR RESULTS, OR BE TIMELY OR SECURE. COMPANY AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE AND ANY PROFESSIONAL SERVICES, AND CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON TO ANY THIRD PARTY ANY REPRESENTATION OR WARRANTY BY COMPANY.

CUSTOMER IS RESPONSIBLE FOR USING THE SERVICE IN COMPLIANCE WITH APPLICABLE LAW. USE OF THE SERVICE IS NOT A GUARANTEE OF COMPLIANCE WITH APPLICABLE LAW.

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. COMPANY IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY COMPANY.

CUSTOMER AGREES THAT ITS SUBSCRIPTION TO THE SERVICE AND FEES DUE OR PAID UNDER THE AGREEMENT ARE NEITHER CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES, NOR BASED ON ANY ORAL OR WRITTEN COMMENTS REGARDING ANY FUTURE FUNCTIONALITY OR FEATURES. MORE GENERALLY, IN ENTERING INTO THIS AGREEMENT, NEITHER PARTY IS RELYING ON ANY OTHER COMMITMENTS, STATEMENTS OR OTHER MATTERS NOT EXPRESSLY ADDRESSED IN THIS AGREEMENT, AN ORDER FORM OR AN SOW.

12. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MSA, BUT ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

12.1 EXCEPT FOR (A) FEES DUE TO COMPANY UNDER APPLICABLE ORDER FORMS AND SOWS, (B) CUSTOMER'S OBLIGATIONS UNDER SECTIONS 4.2 (USE RESTRICTIONS), NEITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE AGREEMENT WILL EXCEED THE FEES ACTUALLY PAID BY AND DUE FROM CUSTOMER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY;

12.2 EXCEPT WITH RESPECT TO CUSTOMER'S OBLIGATIONS AND CUSTOMER'S LIABILITY UNDER SECTIONS 4.2 (USE RESTRICTIONS, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES OR LICENSORS BE LIABLE OR OTHERWISE OBLIGATED TO THE OTHER PARTY OR ANYONE ELSE FOR ANY LOSS OF PROFITS, REVENUE, OPPORTUNITIES, ECONOMIC ADVANTAGE, GOODWILL, DATA OR USE, OR FOR ANY INDIRECT, CONSEQUENTIAL, HYBRID, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, ARISING OUT OF OR IN ANY WAY RELATED TO THE AGREEMENT, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMAINING AVAILABLE REMEDY FAILS ITS ESSENTIAL PURPOSE; AND

12.3 THE TERMS OF SECTION 12 APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY, CLAIM OR DAMAGES ARE BASED ON CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

THE PROVISIONS OF THIS SECTION 12 ALLOCATE RISKS UNDER THE AGREEMENT BETWEEN CUSTOMER AND COMPANY, AND THE FEES CHARGED FOR THE SERVICE ARE BASED ON THIS ALLOCATION OF RISKS AND THESE LIMITATIONS OF LIABILITY. COMPANY SHALL IN NO EVENT BE LIABLE TO YOU OR TO ANYONE FOR ANY DECISION MADE OR ACTION TAKEN BY ANY PARTY (INCLUDING, WITHOUT LIMITATION, ANY MEMBER) IN RELIANCE ON INFORMATION ABOUT PROFESSIONALS AND SERVICE PROVIDERS ON THE SERVICE.

13. CONFIDENTIALITY

13.1 Definition. As used in this Agreement, "**Confidential Information**" means information and materials provided by or on behalf of the disclosing Party or its Affiliate(s) ("**Discloser**") to the Party or its Affiliate(s) receiving such information or materials ("**Recipient**") that (a) are identified as confidential at the time of disclosure, or

(b) a reasonable person in the relevant industries should understand to be confidential based on the nature of the information and materials and all other relevant factors. For the avoidance of doubt, Customer's Confidential Information includes Customer Data and Customer's non-public business plans, and Company's Confidential Information includes pricing terms offered under any Order Form, Company's non-public business plans, all non-public aspects of the Company Technology, and the results of any evaluation of the Service performed by or on behalf of Customer for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

13.2 Permitted Disclosures and Obligations. Recipient must not use any of Discloser's Confidential Information for any purpose other than carrying out Recipient's obligations or exercising its rights under the Agreement. For the avoidance of doubt, use of Confidential Information in an aggregated and anonymized manner that eliminates or does not include Personal Data is not prohibited. Recipient also must not disclose to any third party any Confidential Information, other than to Recipient's Affiliates, contractors and consultants who (a) need to know such information, and (b) are bound by confidentiality obligations substantially similar to Recipient's under this Agreement (each Party is fully responsible for its respective Affiliates', contractors' and consultants' compliance with this Agreement). Recipient must treat all Discloser Confidential Information with the same degree of care Recipient gives to its own Confidential Information, but not less than reasonable care. Recipient and its Affiliates, contractors and consultants who receive Confidential Information hereunder must: (i) not use any such Confidential Information to compete with Discloser or in any other way except as reasonably necessary; (ii) promptly notify Discloser of any unauthorized use or disclosure of its Confidential Information of which Recipient becomes aware; and (iii) reasonably assist Discloser in remedying any such unauthorized use or disclosure.

13.3 Exclusions. Recipient's obligations under Section 13 do not apply to Discloser Confidential Information that Recipient can prove: (a) is or becomes part of the public domain through no fault of Recipient; (b) is rightfully in Recipient's possession free of any confidentiality obligation; or (c) was independently developed by Recipient without using any Discloser Confidential Information. Disclosure by Recipient of Confidential Information (i) in response to a valid order or other legal process issued by a court or other governmental body having jurisdiction, (ii) as otherwise required by law, or

(iii) necessary to establish the rights of either Party will not be a breach of this Agreement if, to the extent legally permitted, Recipient gives prompt notice and reasonable cooperation so Discloser may seek to prevent or limit such disclosure. Except to the extent permitted by a separate written agreement, the Parties will not disclose any information requiring an authorization to be exported outside of the United States.

13.4 Ownership and Destruction of Confidential Information**.** As between Discloser and Recipient, all Discloser Confidential Information is the property of Discloser, and no license or other rights are granted or implied hereby. Promptly after any request by Discloser, Recipient will destroy or return to Discloser all Confidential Information and materials in Recipient's possession or control. However, Recipient may retain electronic copies of any computer records or electronic files containing any Discloser Confidential Information that have been created pursuant to Recipient's standard, reasonable archiving and backup practices.

13.5 Confidentiality Period. Recipient's obligations with respect to Discloser's Confidential Information under Section 13 will remain in effect for the term of the Agreement and for three (3) years after any expiration or termination of the Agreement. Notwithstanding the foregoing, Recipient's obligations under the Agreement will continue to apply to Confidential Information that qualifies as a trade secret or Personal Data under applicable law for as long as it so qualifies.

13.6 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "**Public Data**," which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests Company make available to the public in conjunction with the Services. Company acknowledges and understands this Agreement will be entered into public record as part of Customer's procedures, and that as a municipality, Customer is subject to the requirements of the Freedom of Information Act (FOIA).

14. GENERAL

14.1 Governing Law and Dispute Resolution. The Agreement is governed by Illinois law and controlling United States federal law, without regard to conflicts of law provisions of any jurisdiction. The Service is a service, not a good, and is not subject to the Uniform Commercial Code, the Uniform Computer Information Transactions Act, or the United Nations Convention on the International Sale of Goods. Any disputes, actions, claims or causes of action arising out of or relating to the Agreement or the Service will be subject to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois, USA. However, other than with respect to seeking injunctive relief in connection with matters that qualify for such an extraordinary remedy under applicable law, neither Party may initiate any litigation against the other Party until after providing clear written notice of its intention to do so and first making a good faith effort to resolve the dispute informally through escalation to an appropriate level of executive management of both Parties for at least thirty (30) days after providing such notice.

14.2 Assignment and Other Transfers. Neither Party may assign, sublicense or otherwise transfer (by operation of law or otherwise) the Agreement, or any of a Party's rights or obligations under the Agreement, to any third party without the other Party's prior written consent, which consent must not be unreasonably withheld, delayed or conditioned; provided, however, that upon written notice to the other Party, either Party may assign or otherwise transfer this Agreement, along with all associated Order Forms and SOWs (and all its rights and obligations thereunder), (a) to a successor-in-interest in connection with a merger, acquisition, reorganization, a sale of most or all of its assets, or other change of control, or (b) to its Affiliate.

Notwithstanding anything to the contrary in this section, however: (i) in the event of any permitted transfer by Customer under this section to a direct competitor of Company, Company will have the right to terminate this Agreement, including all associated Order Forms and SOW, for cause under Section 6.2 (in the event of such a termination, Company will promptly refund to Customer, on a pro rata basis, all Fees prepaid by Customer under all Order Forms and SOW then in effect that are unused as of the termination effective date); and (ii) Customer is not allowed to transfer to a successor-in-interest or Affiliate a subscription to a particular version of the Service if in Company's sole determination such successor-in-interest or Affiliate would not otherwise be eligible to subscribe to that version.

In the event of a transfer by Customer that is permitted under this section, the rights granted under this Agreement shall continue to be subject to the same usage limitations that applied under applicable Order Forms prior to the transfer (e.g., any transaction volume terms and limitations to particular Customer legal entities, business units, projects, brands, products or services set forth therein). Any purported assignment or other transfer in violation of this section is void. Subject to the terms of this section, this Agreement will bind and inure to the benefit of the Parties and their respective permitted successors and transferees.

14.3 Force Majeure. If either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond its reasonable control, e.g., war, riots, labor unrest, fire, earthquake, flood, hurricane, other natural disasters and acts of God, Internet service failures or delays, and denial of service attacks (collectively, "**Force Majeure**"), the affected Party's performance will be excused for the resulting period of delay or inability to perform. The affected Party must, however, (a) give the other Party prompt written notice of the nature and expected duration of such Force Majeure, (b) use commercially reasonable efforts to mitigate the delay and other effects, (c) periodically notify the other Party of significant changes in the status of the Force Majeure, and (d) notify the other Party promptly when the Force Majeure ends.

14.4 Marketing. Company may: (i) identify Customer as a Company customer; (ii) issue a mutually agreed press release announcing that Customer has selected Company as a vendor; and (iii) during the Initial Service Term, make available a member of the Customer marketing department to participate in virtual meetings with Company's customer advocacy team to discuss other potential marketing and communication opportunities regarding Customer's use of the Service.

14.5 Independent Contractors. The Parties are independent contracting parties. Neither Party has, or will hold itself out as having, any right or authority to incur any obligation on behalf of the other Party. The Parties' relationship in connection with the Agreement will not be construed as a joint venture, partnership, franchise, employment, or agency relationship, or as imposing any liability upon either Party that otherwise might result from such a relationship.

14.6 Notices. All legal notices (e.g., notice of termination of this Agreement or an Order Form based on an alleged material breach) required under this Agreement must be delivered to the other Party in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by certified U.S. mail (requiring signature) to the other Party's corporate headquarters, Attention: Legal Department. With respect to all other notices, Customer may email Company at hello@readyrebound.com, and Company may email Customer's billing contact identified on the applicable Order Form(s) or SOW. Either Party may change its notice address by giving written notice to the other Party.

14.7 Anti-Corruption. Each Party acknowledges it has not received or been offered any illegal or otherwise improper bribe, kickback, payment, gift or other thing of value by any employee, representative or agent of the other Party in connection with the Agreement. Each Party will use reasonable efforts to promptly notify the other Party if it becomes aware of any circumstances that are contrary to this acknowledgment.

14.8 Export. Each Party agrees to comply with all applicable laws, regulations, orders and sanctions relating to prohibitions or limitations on relationships or transactions with prohibited countries or individuals (e.g., those administered by the U.S. Commerce or Treasury Departments). Customer shall not make the Service available to any individual or entity that is (i) located in a country that is subject to a United States government embargo, or (ii) is listed on any United States government list of prohibited or restricted parties.

14.9 Contract Revisions. Company may make modifications to this Agreement by providing 30 (thirty) days prior notice. Such notice shall be either: (a) written; (b) email to the address associated with Customer account; or (c) via the Services. The modifications to this Agreement will be considered agreed to by the Customer and shall apply 30 (thirty) days after Company sends the notice.

14.10 Entire Agreement. This MSA, together with any applicable Order Forms and SOWs (including any other terms referenced in any of those documents), comprises the entire agreement between Customer and Company regarding the subject matter of the Agreement, and supersedes all prior or contemporaneous negotiations, discussions or agreements (including any non-disclosure or other agreement governing the sharing of confidential information by and between Company and Customer), whether written or oral, between the Parties regarding such subject matter, and may only be modified by a document signed by authorized representatives of both Parties. Each term and provision of the Agreement is valid and enforceable to the fullest extent permitted by law, and any invalid, illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that most effectively accomplishes the Parties' shared goals and intent, determined from the perspective of an objective, reasonable person.

15. DEFINITIONS

As used in the Agreement:

"**Affiliate**" means a company, corporation, individual, partnership or other legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party to the Agreement. For purposes of this definition, "control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity;

"**Content**" means the audio and visual information, documentation and services contained in or made available via the Service, other than Customer Data and Customer Confidential Information;

"**Customer Data**" means any data, information or material processed by the Service (including Personal Data) in the course of Customer or Members' use of the Service;

"**Customer Personal Data**" means that portion of Customer Data that is Personal Data received from Customer or Members in the course of accessing or using the Services pursuant to the Agreement.

"**including**" (and its variants) means including without limitation.

"**Feedback**" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Services provided by Customer to Company.

"**Normal Communication Channels**" means the online channels through which Company normally communicates important information to its customers, e.g., the email address(es) provided by Customer (Customer must opt-into Company's online community site to receive certain important information regarding such changes and to take other required action relating to use of the Service);

"**Personal Data**" means any information relating to an identified or identifiable natural person as such term or its equivalent (e.g., personally identifiable information or personal information).;

"**Service**" means Company's offerings ordered by Customer on an Order Form (including all related Content);

"**SOW**" means Statement(s) of Work, Work Authorization(s) or other contract(s) under which Company provides its Professional Services;

"**Member(s)**" means Customer's employees, representatives, consultants, contractors and agents who have been authorized by Customer to use Service; and

"**Company Technology**" means all of Company's and its licensors' proprietary technology that Company makes available to Customer as part of or in connection with Customer's subscription to the Service (including any and all software, software packages, hardware, products, processes, APIs, algorithms, user interfaces, trade secrets, know- how, techniques, designs and other tangible or intangible technical material or information).

RESOLUTION NO. ____ - 2024

VILLAGE OF HOFFMAN ESTATES

A RESOLUTION SUPPORTING SUSTAINABLE FUNDING AND REGIONAL GOVERNANCE FOR NORTHEASTERN ILLINOIS TRANSIT

WHEREAS, the Northwest Municipal Conference (NWMC) is a corporate organization representing municipalities and townships chartered within the State of Illinois and the Counties of Cook, DuPage, Kane, Lake and McHenry; and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois and Chapter 5, Act 220 paragraphs 1 through 8 of the Illinois Compiled Statutes, authorize and encourage intergovernmental association and cooperation; and

WHEREAS, the public officials of the Northwest Municipal Conference represent forty-three local governmental bodies and a population of over 1.3 million residents; and

WHEREAS, the Northwest Municipal Conference was founded in 1958 by suburban mayors who recognized the need for the common good to support transit services that were increasingly vital to their rapidly growing communities; and

WHEREAS, the three transit agencies operating in Northeastern Illinois under the Regional Transportation Authority – Metra, Pace and the Chicago Transit Authority - are facing an estimated $730 million operating budget deficit beginning in 2026; and

WHEREAS, according to the Chicago Metropolitan Agency for Planning's Plan of Action for Regional Transit report, the RTA and service boards have historically operated a system that is more cost-effective than most peer systems in the United States; and,

WHEREAS, legislation has been introduced in the General Assembly that proposes the consolidation of RTA, Metra, Pace and CTA into a new transit authority to be called the Metropolitan Mobility Authority; and,

WHEREAS, the Northwest Municipal Conference has reviewed this legislation and is deeply concerned that this proposed consolidation could diminish transit services in suburban areas and reduce the input of suburban leaders in the transit decision-making process while also increasing costs for suburban taxpayers; and,

WHEREAS, the Northwest Municipal Conference believes that any legislation should focus specifically on how to leverage assets to better serve the evolving transit needs of the Northeastern Illinois region.

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

Section 1: That the NWMC supports legislation that addresses the $730 million operating budget deficit and believes transit requires sustainable funding that reflects an investment in the region's ongoing economic success, includes a mix of revenues that do not place an undue financial burden on riders or taxpayers and avoids shifting any legacy financial obligations or debt onto other constituent groups.

Section 2: That the NWMC opposes consolidation of the RTA and the three service agencies - CTA, Metra, and Pace - each with their own debt, liability burdens, contractual, labor and other legal obligations as proposed under the Metropolitan Mobility Authority Act as this will shift the burden and obfuscate the operational and budget issues of each transit service rather than allowing those issues to be addressed and remedied in order to meet the region's evolving needs.

Section 3: That the transit board governance should represent the region, which requires preserving and strengthening critical voices representing suburban Cook and collar county leadership on the governing board, the input of municipal elected officials on governing board appointments and aligning governing board decision making with local and regional needs and to that end the NWMC supports the continued meaningful regional representation under the RTA and separate service agencies model which reflects regional representation and consensus driven decision making through super-majority voting requirements.

Section 4: Transit should accommodate the evolving needs of system users, including the better integration of services, updated schedules and networks that reflect modern daily needs and greater access to key generators including employment centers, educational/medical/cultural resources, etc.

Section 5: Transit must work with local government to meet the service needs of riders and NWMC opposes any legislation which proposes to expand the ability of any transit authority to preempt local land use control and decision making which is the province of local government.

Section 6: That copies of this Resolution be forwarded to Governor JB Pritzker and the members of the Illinois General Assembly.

Section 7: That this Resolution 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:

____
Village Clerk

November 12, 2024

To: Mayor and Board of Trustees

TREASURER'S REPORT

October 2024

Attached hereto is the Treasurer's Report for the month of October 2024, summarizing total cash receipts and disbursements for the various funds of the Village.

For the Operating funds, cash disbursements and transfers-out exceeded cash receipts and transfers-in by $41,900, primarily due to general operating expenses. After including these receipts and disbursements, the balance of cash and investments for the operating funds is $82 million.

For the Operating, Debt Service and Capital Projects funds, cash disbursements and transfers-out exceeded cash receipts and transfers-in by $883,081, primarily due to general operating expenses.

For the Trust Funds, cash receipts and transfers-in exceeded cash disbursements and transfers-out by $2.7 million, primarily due to pension fund investment activity.

The total for cash and investments for all funds increased to $340 million.

Respectfully Submitted,

Stan W. Helgerson

Stan W. Helgerson
Village Treasurer

Attachment

TREASURER'S REPORT
FOR THE MONTH ENDING October 31, 2024

Fund	Beginning Balance	Receipts/ Transfers - In	Disbursements/ Transfers - Out	Amount in Cash	Amount Invested	Ending Balance
General (incl. Veterans' Mem)	$ 38,622,340	$ 7,115,202	$ 7,441,112	$ 517,374	$ 37,779,056	$ 38,296,430
Payroll Account	-	3,064,046	3,064,046	-	-	-
Petty Cash	2,100	-	-	2,100	-	2,100
Foreign Fire Ins. Board	272,743	-	-	272,743	-	272,743
Cash, Village Foundation	13,597	-	-	13,597	-	13,597
Cash, Fire Protection District	81,154	13,131	-	94,285	-	94,285
Motor Fuel Tax	1,134,195	210,429	257,084	36,479	1,051,061	1,087,540
Comm. Dev. Block Grant	50,915	7,852	-	58,767	-	58,767
Asset Seizure - Federal	196,682	-	8,467	188,215	-	188,215
Asset Seizure - State	382,350	24,967	908	343,765	62,644	406,409
Asset Seizure - Battle	1,012	4	-	-	1,016	1,016
Asset Seizure - U.S. Marshall	10,624	-	-	10,624	-	10,624
Municipal Waste System	536,720	261,106	491,775	2,211	303,841	306,052
Roselle Road TIF	2,942,622	202,166	10,016	228,174	2,906,599	3,134,773
Higgins/Hassell TIF	776,444	86,254	151,203	45,320	666,176	711,496
Barrington/Higgins TIF	1,685,784	6,687	367,897	1,786	1,322,789	1,324,575
Lakewood Center TIF	995,874	404,976	-	72,980	1,327,870	1,400,850
Higgins/Old Sutton TIF	99,059	421	-	16,025	83,455	99,480
Stonington/Pembroke TIF	-	634	-	634	-	634
Water & Sewer	19,140,111	2,592,411	1,741,416	1,084,219	18,906,888	19,991,107
NOW Operating	9,270,124	603,510	1,203,338	941,475	7,728,821	8,670,296
Insurance	3,389,903	323,872	217,625	137,713	3,358,437	3,496,150
Information Technology	2,134,370	301,030	305,715	280,219	1,849,466	2,129,685
Total Operating Funds	$ 81,738,723	$ 15,218,699	$ 15,260,599	$ 4,348,705	$ 77,348,118	$ 81,696,823
Debt Service						
2015 A & C G.O. Debt Serv.	$ 1,405,274	$ 3,320	$ 477	$ 982,254	$ 425,862	$ 1,408,117
2016 G.O. Debt Serv.	142,443	11,984	-	154,427	-	154,427
2018 G.O. Debt Serv.	1,245,827	80,251	-	860,198	465,879	1,326,078
2024 G.O. Debt Serv.	8,765,214	99,176	221,252	2,596	8,640,541	8,643,138
Total Debt Service Funds	$ 11,558,758	$ 194,730	$ 221,729	$ 1,999,476	$ 9,532,283	$ 11,531,759
Capital Projects Funds						
Central Road Imp.	$ 58,360	$ 62	$ -	$ 43,132	$ 15,289	$ 58,422
Hoffman Blvd Bridge Maintenance	300,323	1,456	-	10,974	290,806	301,780
Western Corridor	2,685,455	9,032	236	2,423	2,691,828	2,694,251
Traffic Improvement	18,695	-	-	18,695	-	18,695
Prairie Stone Capital	570,401	2,088	93,264	1,683	477,542	479,225
Road Improvements	1,297,288	640,488	744,784	145,755	1,047,237	1,192,992
Western Area Traff. Impr.	24,331	57	-	24,388	-	24,388
West Area Rd Impr. Impact Fee	1,325,620	5,500	-	44,339	1,286,781	1,331,121
Capital Improvements	1,319,308	285,253	1,332,298	3,281	268,981	272,262
Capital Vehicle & Equipment	1,725,137	780,539	401,399	231,731	1,872,545	2,104,277
Capital Replacement	8,228,278	33,975	-	217,479	8,044,774	8,262,253
Stormwater Management	171,338	46,632	51,399	166,570	-	166,570
2019 Captial Projects	921,562	4,117	-	10,165	915,515	925,679
Total Capital Proj. Funds	$ 18,646,098	$ 1,809,198	$ 2,623,380	$ 920,616	$ 16,911,300	$ 17,831,916
Total Operating, Debt Service and Capital Project Funds	$ 111,943,578	$ 17,222,627	$ 18,105,708	$ 7,268,798	$ 103,791,700	$ 111,060,498
Trust Funds						
Police Pension (Sept)	$ 103,685,109	$ 1,635,552	$ 784,763	$ 10,696	$ 104,525,201	$ 104,535,897
Firefighters Pension (Sept)	122,143,307	2,541,316	711,077	11,098	123,962,447	123,973,545
EDA Spec. Tax Alloc.	7,894	-	7,894	-	-	-
Total Trust Funds	$ 225,836,309	$ 4,176,867	$ 1,503,735	$ 21,794	$ 228,487,648	$ 228,509,442
GRAND TOTAL	$ 337,779,888	$ 21,399,495	$ 19,609,443	$ 7,290,592	$ 332,279,348	$ 339,569,940

AGENDA ITEM REPORT
Village Board of Trustees
December 16, 2024
ITEM 7A

REQUEST:	Approval of an ordinance granting a Special Use to Ivy Massage N Spa, Inc. for a massage establishment located at 1033 W. Golf Road.
FROM:	Daisy Dose-Adamzadeh, Assistant Planner
ITEM TYPE:	Ordinance - PZC Item

REQUEST SUMMARY

Ivy Massage N Spa, Inc is proposing to open a massage business in the Hoffman Center Plaza. The tenant space is approximately 960 square feet and was previously occupied by an urgent care center. The space would include a guest waiting area and four massage rooms. Services offered by Ivy Massage N Spa include different massage packages, foot reflexology and head massages. The proposed hours of operation are Monday to Saturday 10am–9pm and Sunday 11am–8pm. The business will operate on an appointment only basis but may be able to accommodate walk-ins when there are staff members available.

FINANCIAL IMPACT

N/A

RECOMMENDATION

The Planning & Zoning Commission held a public hearing on December 4, 2024, and adopted findings and ***recommended approval*** as summarized below and included in Exhibit B - Findings and Recommendations Summary.

1. Adopted the Findings of Fact for a Special Use as outlined in the Findings and Recommendations Summary.
2. Recommend to the Village Board approval of a Special Use to Ivy Massage N Spa, Inc. for a massage establishment located at 1033 W. Golf Road, subject to the following condition:
    a. The approval of the special use shall be based on the application materials submitted by the petitioner for this request.

ATTACHMENTS

1. Ordinance - Ivy Massage N Spa Inc - 1033 W Golf Rd
2. Exhibit A - Location Map - 1033 W GOLF RD
3. Exhibit B - PZC Findings and Recommendations Summary
4. PZC Staff Report

5. Supporting Documents - PLN24-0046 - 1033 W GOLF RD - Ivy Massage N Spa Inc
6. Planning & Zoning Commission 12-04-2024 Draft Minutes

ORDINANCE NO. __________ - 2024

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE GRANTING A SPECIAL USE TO IVY MASSAGE N SPA, INC. FOR A MASSAGE ESTABLISHMENT LOCATED AT 1033 W. GOLF ROAD, HOFFMAN ESTATES, ILLINOIS

WHEREAS, the Planning and Zoning Commission, at a public hearing duly called and held according to law on December 4, 2024, considered a request by Ivy Massage N Spa, Inc., (Applicant) for a Special Use for a massage establishment at 1033 W. Golf Road, shown on Exhibit "A" attached hereto and made a part hereof:

WHEREAS, the Planning and Zoning Commission adopted certain Finding of Fact and recommended approval of the Special Use 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 Special Use has 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: A Special Use for a massage establishment is hereby granted to Ivy Massage N Spa, Inc., located at 1033 W. Golf Road and subject to the following condition:

a. The approval of the special use shall be based on the application materials submitted by the petitioner for this request.

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

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

PASSED THIS ________ day of _________________, 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:

____
Village Clerk

Published in pamphlet form this _______ day of ____________________, 2024.

Exhibit A


1033 W GOLF RD
PIN: 07-16-100-014-0000
N
W GOLF RD
Hoffman Center
1033
VILLAGE OF SCHAUMBURG
STONEHEDGE DR
GANNON DR
Legend
Subject Property
Parcel
VillageBoundary
VILLAGE OF HOFFMAN ESTATES
H
E
19
59
GROWING TO GREATNESS
Department of Development Services
Village of Hoffman Estates

Exhibit B

PLANNING & ZONING COMMISSION
FINDINGS & RECOMMENDATION SUMMARY
Meeting Date: 12/04/2024
Prepared By: Daisy Dose, Assistant Planner
PLN24-0046

Special Use to Ivy Massage N Spa, Inc. for a massage establishment located at 1033 W. Golf Road

Draft Findings of Fact – Special Use *(as drafted by staff and may be modified by the Commission)*

Sec. 9-1-18-I: Standards. No special use shall be recommended by the Planning and Zoning Commission unless said Planning and Zoning Commission shall find:

1. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
   ***FINDING:* There is no evidence that the establishment will be detrimental to the public health, safety, morals, comfort, or general welfare.**

2. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
   ***FINDING:* Operation of the business in an existing retail center will not be impactful on surrounding properties.**

3. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
   ***FINDING:* Operation of the business in an existing retail center will not impede normal and orderly development of surrounding properties.**

4. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
   ***FINDING:* Adequate utilities, access, and drainage are already serving the property. No changes are proposed as part of this request.**

5. That adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in public streets.
   ***FINDING:* No changes are proposed to existing ingress and egress points serving the property.**

6. That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except in each instance as such regulations may be modified by the Village Board pursuant to the recommendation of the Planning and Zoning Commission.
   ***FINDING:* The applicant is expected to conform to all applicable regulations of the Village Code.**

7. That the special use shall support the economic development goals of the Village as conveyed through the Village's Comprehensive Plan, or other relevant adopted sub-area or strategic plans.

FINDING: ***The proposed business will occupy a vacant tenant space in an existing retail center.***

Draft Recommendations

The Planning & Zoning Commission shall make the following motions *(a total of 2 motions are required)*:

1. Adopt the Findings of Fact for a Special use as outlined in the Findings & Recommendations Summary.

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

   Roll call vote:
   Aye: Eva Combs, Adam Bauske, Lon Harner, Daniel Lee, Minerva Milford, Nancy Trieb, John Wise, Denise Wilson, Raj Chhatwani
   Nay: None
   Absent: Lenard Henderson
   Motion Passed.

2. Recommend to the Village Board of Trustees approval of the request of a Special Use to Ivy Massage N Spa, Inc. for a massage establishment located at 1033 W Golf Road, subject to the following condition:
   a. The approval of the special use shall be based on the application materials submitted by the petitioner for this request.

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

   Roll call vote:
   Aye: Eva Combs, Adam Bauske, Lon Harner, Daniel Lee, Minerva Milford, Nancy Trieb, John Wise, Denise Wilson, Raj Chhatwani
   Nay: None
   Absent: Lenard Henderson
   Motion Passed.

PLANNING & ZONING COMMISSION STAFF REPORT

Meeting Date: 12/4/2024
From: Daisy Dose, Assistant Planner
PLN24-0046
Public Hearing

Special Use to Ivy Massage N Spa, Inc. for a massage establishment located at 1033 W. Golf Road

REQUEST SUMMARY

Ivy Massage N Spa, Inc is proposing to open a massage business in the Hoffman Center Plaza. The tenant space is approximately 960 square feet and was previously occupied by an urgent care center. The space would include a guest waiting area and four massage rooms. Services offered by Ivy Massage N Spa include different massage packages, foot reflexology and head massages. The proposed hours of operation are Monday to Saturday 10am–9pm and Sunday 11am–8pm. The business will operate on an appointment only basis but may be able to accommodate walk-ins when there are staff members available.

Location:	1033 W. Golf Road
Property Owner / Applicant:	Butera Property LLC / Ivy Massage N Spa, Inc.
Property Size:	3.77 Acres
Zoning / Land Use:	B-2 Community Business District
Adjacent Properties:	North: B-2 Community Business District (retail and car dealership) South: R-6 One Family Residential (single family homes) East: Retail (Village of Schaumburg) West: B-2 Community Business District (car dealership)

BACKGROUND / ANALYSIS

Zoning

The subject property is zoned B-2 Community Business District and is located within the Hoffman Center Plaza. The subject property is improved with a multi-tenant building that is approximately 40,730 square feet in size with a surface parking lot. Massage establishments are not listed as a permitted or special use in the B-2 district, therefore this request is being considered under Section 9-8-2-C-9 which states "All other uses not heretofore cited in Sections 9-8-1B (Permitted Uses in B-1), 9-8-1-C (Special Uses in B-1), and 9-8-2-B (Permitted Uses in B-2).

Parking

The Hoffman Center Plaza currently has 153 parking spaces in the front of the building and an additional 79 spaces in the rear of the building. Spaces in the rear are typically utilized by employees of the businesses in the center. Based on the proposed business operations, at peak capacity the studio would utilize 4 parking spaces at one time. There have been no complaints regarding parking for this shopping center and the studio won't negatively impact the existing supply.

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 Special Use as outlined in the attached document.
2. Recommend to the Village Board of Trustees approval of a Special Use to Ivy Massage N Spa, Inc. for a massage establishment located at 1033 W. Golf Road, subject to the following condition:
    a. The approval of the special use shall be based on the application materials submitted by the petitioner for this request.

ATTACHMENTS

1. PZC Findings and Recommendations Summary
2. Location Map - 1033 W GOLF RD
3. Supporting Documents - PLN24-0046 - 1033 W GOLF RD - Ivy Massage N Spa Inc

VILLAGE OF HOFFMAN ESTATES
PLANNING & ZONING APPLICATION SUMMARY

APPLICATION INFORMATION	
Project Number:	PLN24-0046
Project Name:	Ivy Massage N Spa Inc - Special Use
Project Application Date:	11/7/2024
Project Manager:	Daisy Dose

PROJECT TYPE
Special Use;

SITE INFORMATION	
Property Address:	1033 W GOLF RD
All Included PINs:	07-16-100-014-0000

PROJECT CONTACTS

Relationship to Project	Name / Firm	Address	Phone	E-Mail
APPLICANT	IVY MASSAGE N SPA INC	1033 W GOLF RD HOFFMAN ESTATES, IL 60192	8479005888	XIANGBX8@GMAIL.COM
OWNER	BUTERA PROPERTY LLC	1017 W GOLF RD HOFFMAN ESTATES, IL 601691339	8473104700	GINA@ILRELAWYERS.CO M

VILLAGE OF HOFFMAN ESTATES
PLANNING AND ZONING
PLANNING@VOHE.ORG | 847-781-2660

OWNER CONSENT FOR APPLICATION

ACKNOWLEDGEMENTS AND VERIFICATION

I hereby certify that I am the current owner of record of the subject property. I certify that the statements or information made in any paper or plans are true and correct to the best of my knowledge. I understand that any false, inaccurate, or incomplete information provided by me, or the applicant may result in the denial, revocation, or withdrawal of the request and/or approval.

Furthermore, I acknowledge the following:

- Owner, applicant and primary contact 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. Owner acknowledges that it is bound by and must act in accordance with any statements, promises, or assurances given by such team members (consultants brokers, tenants, etc.).
- 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

Required Disclosures:

1. Proof of Ownership
    a. Proof of current ownership must be submitted with the application. Examples of proof of ownership may include a deed, current tax bill, or title commitment.
2. Disclosure of Beneficiaries
    a. If the owner or applicant is a Partnership, Corporation, Joint Venture, LLC, Trust, or publicly traded company, the Village of Hoffman Estates Owner or Applicant Disclosure of Beneficiaries found on the application portal must be submitted with the application.
3. Other Interested Parties
    a. If someone other than the owner has a property interest in the subject property such a mortgage or lease such property interest and individual or entity holding such interest must be disclosed.

The Owner and Applicant, by signing this Application, certifies the correctness of the application and all submittals and represents that it has the legal authority to do so

1033 W. Golf Rd — Property Address
07-16-100-014-0000 — Property PIN

Bulem Property LLC — Owner's Name (Please Print)
Owner's Signature
10/31/24 — Date

Shuang Zheng Ivy Massage N Spa Inc — Applicant's Name (Please Print)
Shuang Shuang Zheng — Applicant's Signature
1/5/24 — Date

A Project Narrative

As requested, the following is "a narrative for Ivy Massage N Spa, located at 1033 W. Golf Road Hoffman Estates, IL 60169":

The petitioner (business owner) is Shuangshuang Zheng. I chose this Hoffman Center Plaza to open a Head, Foot and Body massage store for the following reasons: **1.** The plaza is very good location, **2.** there are no other massage stores nearby, **3.** there are plenty of the parking spaces for our store to parking, **4.** the rent price is just right for me.

We offer **the massage services** as:

1. Swedish Massage,
2. Deep Tissue Massage,
3. Hot Stone Massage,
4. Couple Massage,
5. Combo Massage,
6. Foot Reflexology.
7. Head Massage Therapy.

The massage business hours: **Mon-Sat**: 10am-9pm, **Sun**: 11am-8pm. By appointment only. Some walk ins may be considered if there is time.

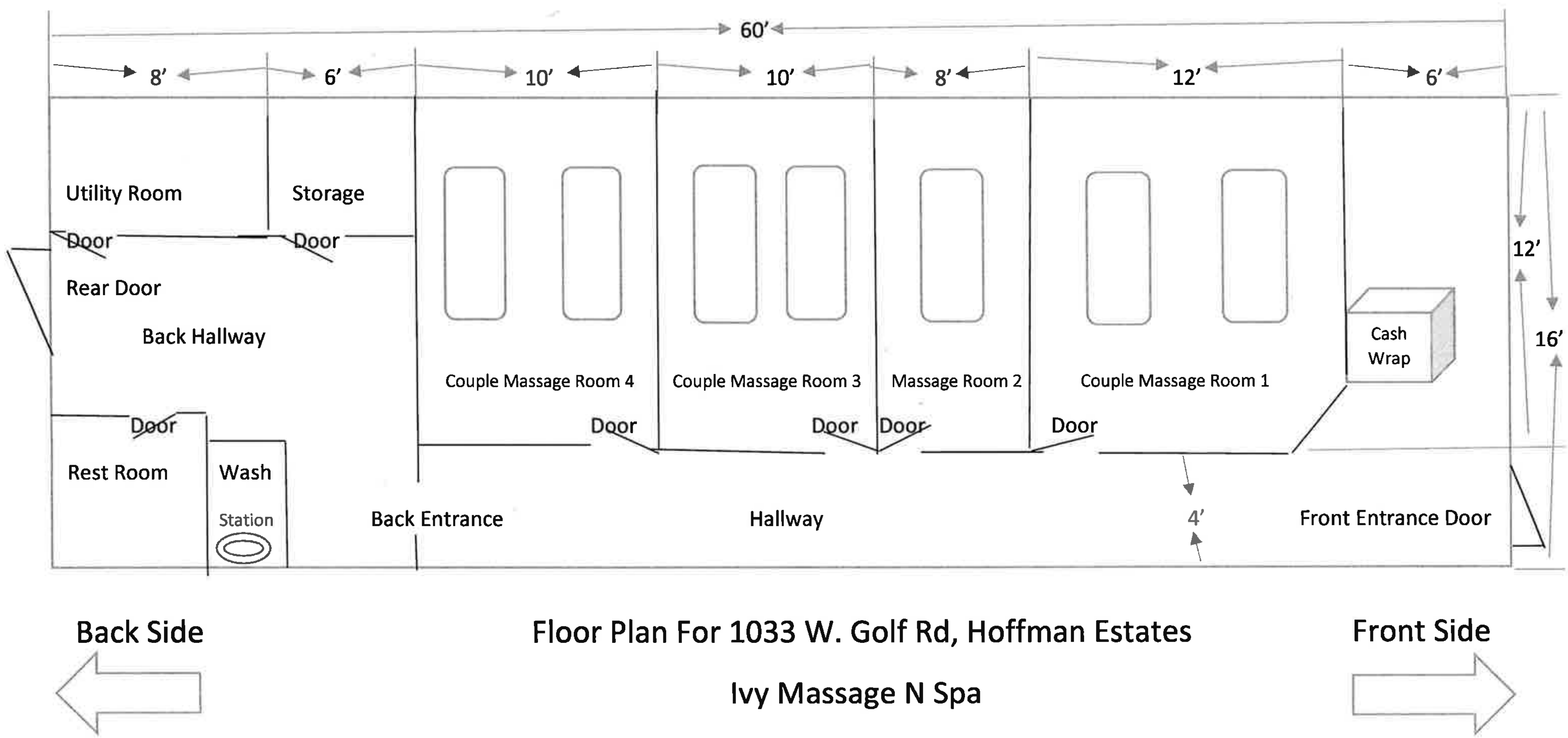
The massage **service price list**:

1. **Single person service:**
   30 Minutes--- $40
   60 minutes----$70
   90 minutes----$100
2. **Couple service:**
   30 min --------- $75
   60 min --------- $130
   90 min --------- $190

While the store starts, there are two employees in the store. They all have own Illinois massage therapy licenses. If the store business becomes better and prosperous, the store will hire more employees.

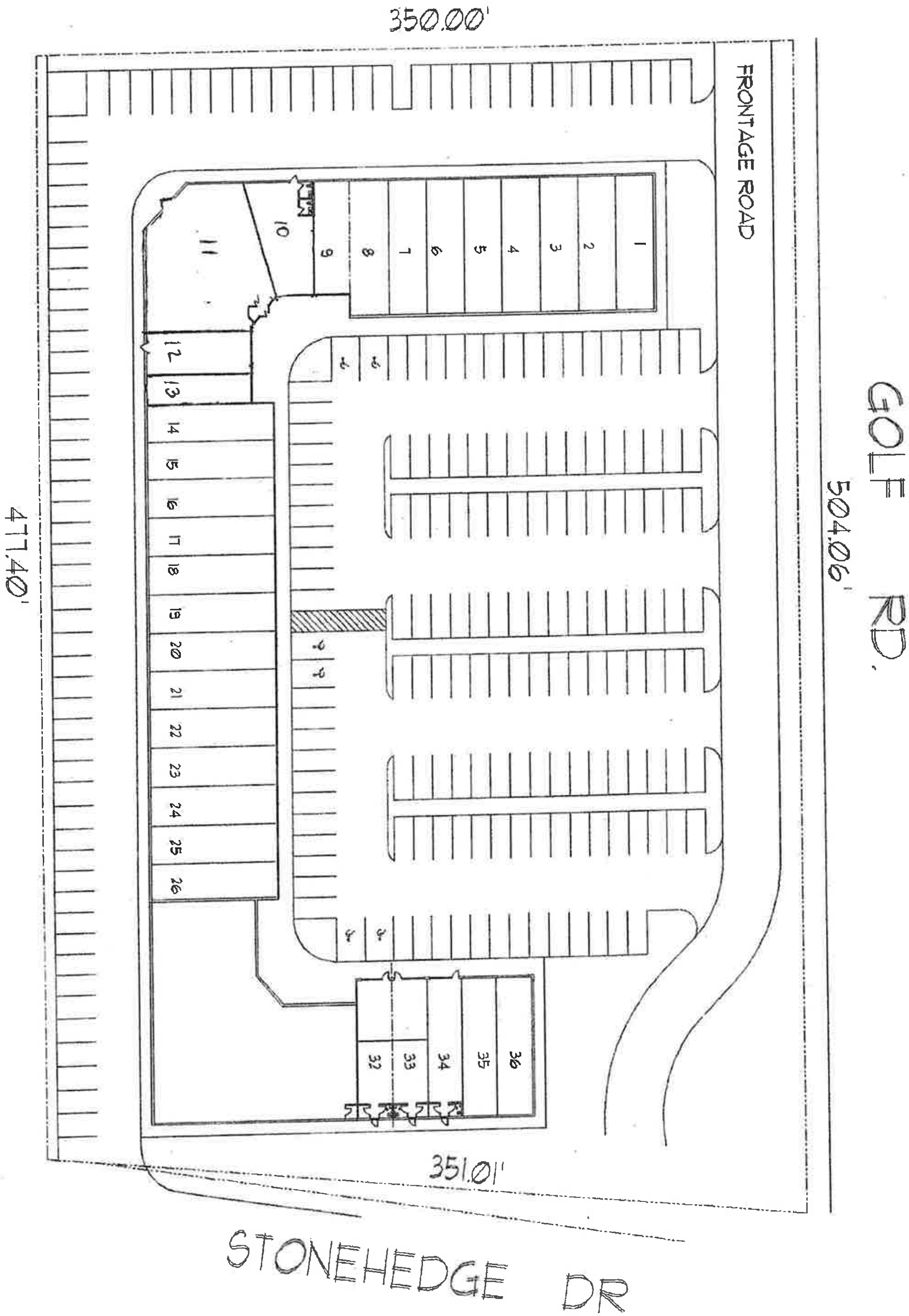
The massage can relax the body and muscle tension, leading to a sense of comfort and improve health. Therefore we want to provide these services to keep everyone healthy.

We will establish business rules and regulations for employees to keep in mind and obey.



Floor Plan For 1033 W. Golf Rd, Hoffman Estates

Ivy Massage N Spa


350.00'
FRONTAGE ROAD
GOLF RD.
504.06'
477.40'
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STONEHEDGE DR
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EXHIBIT A-2

**LEGAL DESCRIPTION OF HOFFMAN CENTER
HOFFMAN ESTATES, ILLINOIS**

LOT 2 IN HOFFMAN HILLS COMMERCIAL SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HOFFMAN ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 10, 1983 AS DOCUMENT NO. 26726560, IN COOK COUNTY, ILLINOIS; EXCEPTING THAT PART OF LOT 2 IN HOFFMAN HILLS COMMERCIAL SUBDIVISION UNIT NO. 2 BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HOFFMAN ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 10, 1983 AS DOCUMENT NO. 26726560, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE ON AN ASSUMED BEARING OF SOUTH 0 DEGREES 07 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2, ALSO BEING THE WEST LINE OF STONEHEDGE DRIVE, 20.00 FEET; THENCE NORTH 59 DEGREES 16 MINUTES 40 SECONDS WEST, 34.75 FEET TO THE NORTH LINE OF SAID LOT 2, ALSO BEING THE SOUTH LINE OF GOLF ROAD; THENCE NORTH 85 DEGREES 42 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, 30.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

STANDARDS OF A SPECIAL USE

Zoning Code Section 9-1-18 requires that the Planning and Zoning Commission shall, in making its determination, find that adequate evidence is provided to meet the Standards of a Special Use. All standards must be answered in full.

1. The establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. Please provide an explanation on how the request meets this standard.
   The Massage is a service business. It can make the customers to get physical, mental and skin benefits. All employees have their license. They'll Keep to obey the regulation and law of the Goverment. Also there are no any dangerous equipment or material in the store.
2. The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. Please provide an explanation.
   While to take massage service, it would not make any noise. It shall not disturb to the neighbors. This business can improve the health to the public. So it can increase the value to the community.
3. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. Please provide an explanation.
   The massage business is under the regulation and law of City. All the employees shall be trained to Keep in mind the good behavior.
4. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided. Please provide an explanation.
   The utilities are to the site. It has its meters and drainage. The Plaza has an entrance way to connect the Main Road (Golf Road) to the parking lot.
5. That adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in public streets. Please provide an explanation.
   The store in the Plaza is just at the side of Golf Road. There is a connection road between the Plaza and Golf Road. So it easy to provide ingress and egress.
6. That the Special Use shall in all other respects conform to the applicable regulations of the district in which it is located, except in each instance as such regulations may be modified by the Village Board pursuant to the recommendation of the Planning and Zoning Commission. Please provide an explanation.
   If any regulation modified or changed. The massage store shall no any hesitated to execute it.
7. That the special use shall support the economic development goals of the Village as conveyed through the Village's Comprehensive Plan, or other relevant adopted sub-area or strategic plans. Please provide an explanation.
   If the Village has any comprehensive Plan, the massage store will be willingly to cooperate with the Plan.

MINUTES

Planning & Zoning Commission

Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

December 4, 2024	**Council Chambers**	**6:30 PM**

1. **CALL TO ORDER/ROLL CALL**

Chairperson Combs called the meeting to order at 06:30 PM.

Commissioners Present: Eva Combs, Adam Bauske, Lon Harner, Minerva Milford, Nancy Trieb, Denise Wilson, John Wise, Rajkumari Chhatwani, Daniel Lee (arrived at 6:31pm following approval of Minutes)

Commissioners Absent: Unexcused: Lenard Henderson

<u>A quorum was present.</u>

Administrative Personnel Present: Kevin Anderson, Associate Planner; Daisy Dose-Adamzadeh, Assistant Planner

2. **APPROVAL OF MINUTES**

A. Planning & Zoning Commission 11-20-2024

Motion by Commissioner Chhatwani, seconded by Commissioner Harner, to approve November 20, 2024, regular meeting minutes. Voice vote taken. Ayes - 7, Nays - 0, (Abstain: Denise Wilson). Motion Passed.

3. **CHAIRPERSON'S REPORT**

Chairperson Combs stated the Site Plan Amendment and the Special Use to Clearbrook for a social service agency at 1260 W. Higgins Road was approved by the Village Board.

Commissioner Lee arrived to the meeting at 6:31 p.m.

4. **NEW BUSINESS**

A. Public Hearings

1. Special Use to Ivy Massage N Spa, Inc. for a massage establishment located at 1033 W. Golf Road

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

Chairperson Combs swore in the petitioner.

Bob Xiang (1033 W Golf Road)

Mr. Xiang presented an overview of the project.

Daisy Dose-Adamzadeh presented an overview of the staff report.

Commissioner Chhatwani inquired about there only being two therapists, and hours from Monday through Saturday, if the petitioner believed that might be a lot of hours for the therapists to work. Mr. Xiang stated the working hours might be staggered and, if needed, additional help might be hired.

Commissioner Chhatwani asked where within the plaza the salon would be located. Mr. Xiang stated it would be located near the Thai restaurant.

Commissioner Chhatwani asked how long the lease was for the establishment. Mr. Xiang stated the lease is five years with an additional five years option available.

Commissioner Harner asked how the front of house would be handled. Mr. Xiang stated that since they operate by appointment only, the customer would come out to pay once the massage is complete. Commissioner Harner clarified his question by inquiring if the front door would be locked. Mr. Xiang stated the door would be unlocked. Commissioner Harner further inquired whether that would allow anyone to just come in and have full access to the establishment without the employee knowing, since they are busy giving a massage. Mr. Xiang stated that most of the time, there are two people on staff, but that they chose the location because it is in a nice area. Commissioner Harner agreed it is a nice area, but stated they should probably consider having an employee in the front of the establishment regularly, so people do not just wander in freely.

Commissioner Trieb had no questions.

Commissioner Lee asked when they planned to open for operation. Mr. Xiang stated that there would be a little bit of remodeling, then depending on the building permit process, it might be February or March before they are open.

Commissioner Lee asked how reservations are made. Mr. Xiang stated they have an online site as well as making reservations over the phone.

Commissioner Milford had no questions.

Commissioner Wilson had no questions.

Commissioner Wise had no questions.

Vice Chairperson Bauske asked the petitioner if he agreed with the conditions of approval in the staff report. Mr. Xiang stated yes.

Chairperson Combs suggested possibly having a doorbell outside with a sign so that customers can ring the bell in order to be allowed to enter.

Chairperson Combs asked staff if there is a reason a condition that used to be made with Special Use requests which would provide an end to the Special Use if the business was no longer occupying the space is not included with this request. Ms. Dose-Adamzadeh stated that each Special Use is issued an Ordinance specific to the business, so if the business no longer occupies the space, the Ordinance is no longer valid. Chairperson Combs understood this, but again asked if there is a reason the condition is no longer explicitly stated as it was included in past years. Ms. Dose-Adamzadeh stated they no longer had to list this condition because of the Ordinance.

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

Motion by Vice Chairperson Bauske, seconded by Commissioner Harner, to adopt the Findings of Fact for a Special Use as outlined in the Findings & Recommendations Summary.

Roll call vote:
Aye: Eva Combs, Adam Bauske, Lon Harner, Daniel Lee, Minerva Milford, Nancy Trieb, Denise Wilson, John Wise, Rajkumari Chhatwani
Nay: None
Absent: Lenard Henderson
Motion Passed.

Motion by Vice Chairperson Bauske, seconded by Commissioner Harner, to recommend a request of a Special Use to Ivy Massage N Spa, Inc. for a massage establishment located at 1033 W Golf Road, subject to the conditions as of the December 4, 2024, Staff Report.

Roll call vote:
Aye: Eva Combs, Adam Bauske, Lon Harner, Daniel Lee, Minerva Milford, Nancy Trieb, Denise Wilson, John Wise, Rajkumari Chhatwani
Nay: None
Absent: Lenard Henderson
Motion Passed.

Chairperson Combs stated this recommendation would be presented to the Village Board at the next regular meeting on December 16, 2024, at 7:00 p.m.

5. **STAFF DISCUSSION**

Ms. Dose-Adamzadeh stated there will be a meeting on December 18, 2024, to present a rezoning request as well as a variation request for garage size. The regular meeting scheduled for January 1, 2025, has been canceled.

6. **PUBLIC COMMENT**

None.

7. **ADJOURNMENT**

Motion by Commissioner Chhatwani, seconded by Commissioner Harner, to adjourn at 06:48 PM. Voice vote taken. Ayes - 9 | Nays - 0 (None) | Abstain - 0 (None). Motion Passed.

Minutes prepared by Marquelle Cnota, Administrative Assistant.

______________________________ ____________________________

Chairperson's Approval *Date Approved*

AGENDA ITEM REPORT
Village Board of Trustees
December 16, 2024
ITEM 8A

REQUEST: Approval of a Lease Termination and Continued Occupancy License Agreement.

FROM: Dan O'Malley, Deputy Village Manager
Jana Dickson, Assistant Corporation Counsel

ITEM TYPE: Agreement - Village Board

REQUEST SUMMARY

In October of 2023, the Village purchased the property located at 2200 W. Higgins Rd for the purpose of constructing a new fire station #22. At that time, there were several lease holders in the existing buildings of the Governor Square Office Centre on the property. Over a period of time, the Village worked with the lease holders to end their leases though Lease Termination Agreements and relocate their businesses from the buildings to vacate the property. All but one lease holder has left the site, Gentle Dental Spa PC. As you know, Gentle Dental is a peculiar case as their lease term extends through 2029.

Staff has been working with Gentle Dental on a lease termination agreement that would be mutually agreeable to both parties. Attached is a Lease Termination and Continued Occupancy Agreement prepared by Corporation Counsel and signed by Gentle Dental that is within the parameters set by the Village Board. The basis of this agreement provides that Gentle Dental will vacate the property no later than July 1, 2025 in order to receive a total compensation from the Village of $388,702 by achieving certain thresholds per the schedule attached. Should Gentle Dental fail to vacate the property, they would be responsible for back rent in the amount of $34,994 and repay any compensation paid out at that point.

Vacating the property by the July 1, 2025 deadline allows the Village to stay on schedule for the fire station #22 construction project.

This is the last remaining tenant issue and the property will be fully vacated once Gentle Dental moves to their new location.

FINANCIAL IMPACT

Pursuant to the Agreement attached.

RECOMMENDATION

Approval of the Agreement attached.

ATTACHMENTS

1. Lease Termination and Continued Occupancy License Agreement - Gentle Dental

LEASE TERMINATION AND CONTINUED OCCUPANCY LICENSE AGREEMENT

This Lease Termination and Continued Occupancy License Agreement is made this _____day of ________,2024 by and between the Village of Hoffman Estates, Illinois ("Village") and Gentle Dental Spa PC, ("Gentle Dental "), collectively referred to as the ("Parties.")

RECITALS

Gentle Dental entered into a lease dated April 2, 2013 ("Lease") to rent office space at the property formerly known as 2200 W. Higgins Rd. Suite No. 335 in the Governor's Square office building complex (the "Property").

On September 5, 2023, the Village enacted an ordinance exercising its power of eminent domain to condemn the Property for the public purpose of constructing a fire station.

On October 13, 2023, the Village became the record owner of the Property and the landlord's interest in the Lease was assigned to the Village.

The Village and Gentle Dental have agreed to terminate the Lease before its stated expiration date on the terms and conditions provided in this Lease Termination and Continued Occupancy License Agreement.

In consideration of the foregoing and the mutual covenants and agreements contained in this agreement, the Parties now agree as follows:

1. Termination of Lease

The Village and Gentle Dental agree that the Lease is to be cancelled and terminated upon execution of this Agreement. The Village further agrees to grant Gentle Dental a license to continue to use and occupy the Property through no later than July 1, 2025, provided that the other promises and warranties made herein by Gentle Dental are met.

2. License for Continued Use and Occupancy

The Village hereby grants Gentle Dental a license to occupy and use the property in the same manner in which it currently occupies the space through no later than July 1, 2025. Gentle Dental agrees that during this period of continued occupancy it shall not grant, convey, sublease or assign any rights to occupy the property to any additional party. Gentle Dental further agrees that the warranties and certifications made in Section 4 of this Agreement will remain in effect through the period of continued occupancy.

As consideration for Gentle Dental's agreement to surrender possession of Suite 335 no later than July 1, 2025, the Village agrees to the following:

A. The Village will not charge Gentle Dental any license fee for the period of continued occupancy.
B. The Village will pay Gentle Dental total compensation of $388,702.01 as outlined in Exhibit A attached hereto and incorporated herein.

In consideration of the Village's promises made herein, Gentle Dental agrees to vacate the property on the Surender Date outlined below and waive any claim to additional compensation from the Village, including but not limited to any compensation for relocation expenses, loss of lease, loss of revenue, or any compensation which might be due under the Illinois Eminent Domain Act.

3. Surrender Date

The Village and Gentle Dental agree that by 11:59 p.m. on July 1, 2025, (the "Surrender Date"), Gentle Dental shall surrender possession of Suite 335 and shall have no further claim to enter, use or occupy Suite 335 after that time.

If Gentle Dental fails to surrender possession of the property on July 1, 2025 , it shall owe the Village $34,994.93 (the amount of uncollected rent and fees for the period of November 2023 through July 1, 2025), any payments made by Village to Gentle Dental pursuant to Exhibit A through July 1, 2025, and damages sustained by Village by Gentle Dental's failure to surrender including but not limited to continued maintenance of the building, increased demolition and construction costs. Gentle Dental shall pay any costs of enforcement, including court costs and legal fees, of this Agreement or legal action taken by the Village as a result of Gentle Dental's failure to vacate the property on the surrender date, including but not limited to eviction, condemnation, breach of contract and collection actions.

4. Certifications

Gentle Dental represents and warrants to Village that with respect to Gentle Dental's rights in and use and occupancy of the Property, that the following are true as of the date of this agreement and shall remain true on the Surrender Date:

(a) Gentle Dental is the legal and equitable owner of the lessee's interest in the lease with full power and authority to terminate the Lease.

(b) The Lease is not and has not been assigned or transferred and is not and has not been hypothecated, pledged, mortgaged, or in any other way encumbered.

(c) There are no subleases or other claims of right to occupancy of the premises, nor are there any other occupants of the premises.

(d) All charges for insurance required per the Lease have been paid and remain in effect through the Surrender Date.

(e) All charges for utility service (gas, water, electricity, etc.) have been paid in full and will continue to be paid through the surrender date.

(f) There are no outstanding contracts for the supply of labor or material as of the date of this agreement, and no work has been done or is being done, nor have materials been delivered in, about, or to the premises which has or have not been fully paid for, for which a mechanics' lien could be asserted and/or foreclosed under the lien laws of the State of Illinois.

(g) Neither Gentle Dental nor any of its predecessors in interest under the Lease has done or suffered to be done anything by which the premises and/or Village's title are in any manner encumbered or charged.

(h) Gentle Dental is the legal and equitable owner of all personal property which will remain, and which Village has permitted to remain on the premises pursuant to Section 5 of this agreement, and no personal property other than that permitted by Village to remain will in fact remain on the premises as of the surrender date.

5. Abandoned Personal Property

Gentle Dental agrees that if any personal property, fixtures installed by Gentle Dental, or any other items which Gentle Dental owns, claims, or possesses remain on at the Property as of the Surrender Date, those items of personal property and fixtures will then belong to Village and shall be deemed to have been abandoned by Gentle Dental. This Lease Termination Agreement constitutes a bill of sale for such property to Village and Gentle Dental waives any claim of right to any of the items of personal property and fixtures left at the Property after the surrender date.

6. Release

Gentle Dental agrees to release Village from all claims, demands, and suits of any kind or nature that may have arisen in the past or through the date on which Gentle Dental vacates the property.

Gentle Dental further agrees to indemnify, defend and hold harmless the Village against all claims, demands, or suits of third parties arising out of the operation of the business by Gentle Dental on the premises, or any other actions by Gentle Dental.

7. Enforcement

Failure by Gentle Dental to fully vacate the Property by the Surrender Date shall constitute a breach of this Agreement and shall release the Village from any obligation outlined herein. Gentle Dental agrees to pay Village's cost of collection of any amounts owed by Gentle Dental under this Agreement, including the failure to surrender penalty and liquidated damages contained in Section 3 herein, and for enforcement of Gentle Dental's obligations under this agreement including, without limitation, reasonable attorney fees and court costs. Any breach of this agreement will also be deemed a breach by Gentle Dental of the Lease and Village shall have the authority to exercise its rights and collect any unpaid rent and damages outlined in the Lease.

8. 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.

9. 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, this Lease Termination and Continued Occupancy License Agreement is entered into on the date entered above.

The parties signing below verify that they have the authority to enter into this Agreement.

For Gentle Dental:

Steven Kraemer
12/13/24
Date

Dr. Jacqueline Niro-Kraemer
12/13/24
Date

For the Village:

Mayor Bill McLeod

Date

Attest:

Village Clerk Patty Richter

EXHIBIT A

TOTAL COMPENSATION FOR LEASE TERMINATION AND SURRENDER OF THE PROPERTY

Moving Costs	
Moving costs for all non-dental items	$3,545.00
Moving costs for dental equipment	$68,427.00
Moving costs for computers	$26,428.00
Construction Costs	
950 sq. ft. at $284.60 per sq. ft.	$270,370.00
Other Costs	
Change of address printing	$2,082.82
Loss of revenue	$17,849.19
Total Compensation	**$388,702.01**

Payment Schedule

The Village shall make payment to Gentle Dental within 10 business days of the following:

$97,175.50 upon execution of this Agreement by both parties and the Village being provided with copies of an executed lease and construction contract and verification of funding by Gentle Dental.

$194,351.01 upon submission of a written certification from contractor, including any applicable lien waivers, that construction on the new space is 50% complete subject to the inspection and agreement of progress by the Village's building official.

$97,175.50 upon vacating the property.

No Further Compensation

Gentle Dental acknowledges that the compensation outlined in this Exhibit A constitutes the total and final compensation owed to it for its agreement to vacate the Property on July 1, 2025, and that regardless of the status of its new office including unforeseen construction costs or delays no changes to the agreed upon compensation shall be made.