AGENDA

Village Board of Trustees

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

May 19, 2025	**Council Chambers**	**7:00 PM**

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

2. **PLEDGE OF ALLEGIANCE TO THE FLAG**

3. **PUBLIC COMMENT**

4. **APPROVAL OF MINUTES**

   A. Village Board 05-05-2025

   B. Village Board 05-12-2025 Special

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

   A. Approval of Agenda

   B. Approval of the schedule of bills for 05-19-2025- $8,154,155.29

   C. Approval of an ordinance to amend Chapter 2, Article 2 of the Hoffman Estates Municipal Code - Meetings, Rules of Order.

   D. Approval of an ordinance appointing a Director and Alternate Directors to the Solid Waste Agency of Northern Cook County (SWANCC).

   E. Approval of an ordinance proposing the establishment of a Special Service Area in the Village of Hoffman Estates, Illinois and providing for a public hearing and other related procedures - Special Service Area 2025-1 (Kensington Fields).

   F. Request approval of an amendment to the Licensed User Agreement between the Village of Hoffman Estates and Ticketmaster LLC to provide a Pricing Addendum.

   G. Approval of:

      a. the termination of the CDBG-CV Agreement with North West Housing Partnership (NWHP) for the Utility and/or Rental Assistance Project; and
      b. a CDBG-CV Agreement with Clearbrook for HVAC replacements at 1260 W. Higgins Road.

6. **REPORTS**

A. President's Report

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

a. Carol Pye, Resignation, Arts Commission

b. Beth Schneider, Appointment, Arts Commission, term ending April 30, 2027.

B. Trustee Comments

C. Village Manager's Report

D. Village Clerk's Report

E. Committee Reports

1. Finance

2. Public Health & Safety

3. Public Works & Utilities

F. Treasurer's Report

7. **PLANNING AND ZONING COMMISSION RECOMMENDATIONS**

A. An ordinance granting a Variation from Section 9-3-6-D of the Municipal Code to permit a corner side yard setback for a storage shed to be 4 feet instead of the minimum permitted 15 feet for the property located at 760 Orange Lane. (Planning and Zoning Commission recommended denial).

8. **ADDITIONAL BUSINESS**

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: MAY 5, 2025
PLACE: COUNCIL CHAMBERS
MUNICIPAL BUILDING COMPLEX
1900 HASSELL ROAD
HOFFMAN ESTATES, ILLINOIS

1. CALL TO ORDER/ROLL CALL

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

ADMINISTRATIVE PERSONNEL PRESENT

E. Palm, Village Manager
D. O'Malley, Deputy Village Manager
J. Pape, Assistant Village Manager
A. Janura, Corporation Counsel
K. Cawley, Chief of Police
A. Wax, Fire Chief
R. Musiala, Finance Director
J. Nebel, PW Director
P. Seger, HRM Director
M. Saavedra, HHS Director
M. Brito, Communications Manager

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was led by Trustee Pilafas.

3. PUBLIC COMMENTS

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

4. APPROVAL OF MINUTES

4.A. Approval of Minutes 04-21-2025

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

5. CONSENT AGENDA/OMNIBUS VOTE:

5.A. Approval of Agenda

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

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

5.B. Approval of the schedule of bills for May 5, 2025 - $2,365,792.15.

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

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

5.C. Approval of an ordinance to amend FY 2024 Budget as a result of the completed financial audit.

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

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

5.D. Approval of an ordinance to permit Village work on State of Illinois rights-of-way.

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

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

5.E. Approval of an ordinance authorizing an intergovernmental agreement for participation in the Illinois Public Works Mutual Aid Network (IPWMAN).

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

Roll Call:
Aye: Pilafas, Stanton, Kinnane, Mills, Newell
Nay:

Mayor McLeod voted aye.
Motion carried.

5.F. Approval of design engineering agreement with Baxter & Woodman, Inc., of Chicago, IL for the Shoe Factory Road Water Main Replacement, in an amount not to exceed $116,000.

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

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

5.G. Authorization to waive formal bidding (due to sole source/ item standardization) and purchase twenty-four (24) sets of structural firefighting gear from Air One Equipment Inc. of South Elgin, IL, in an amount not to exceed $88,320.00.

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

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

5.H. Authorization waive formal bidding purchase a Tennant floor scrubber from North American Corporation of Illinois, Glenview, IL (consortium pricing) in an amount not to exceed $38,483.55.

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

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

5.I. Authorization to approve Change Order #2 for construction services for Pfizer Lift Station improvements to Martam Construction Inc. of Elgin, IL, in an amount not to exceed $12,266.32.

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

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

5.J. Authorization to approve Change Order #1 to the existing order with Lindco Equipment, Merrillville, IN in an amount not to exceed $20,0000 and grant the Village Manager authority to approve additional change orders in a total amount not to exceed $10,000.

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

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

5.K. Authorization to award a contract for Village Hall Window Replacements and Caulking to Fox Valley Glass Inc., Schaumburg, IL (lowest qualified bidder) in an amount not to exceed $69,800.

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

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

5.L. Authorization to award a contract for Police Facility Boiler Replacements to Advantage Mechanical Inc., McHenry, IL (lowest qualified bidder) in an amount not to exceed $197,308.

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

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

5.M. Authorization to award contract to A Lamp Concrete Contractors, Inc, of Schaumburg, IL for the Village Hall Parking Lot Improvements Project in an amount not to exceed $2,059,673.

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

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

6. REPORTS

6.A. President's Report

1. **Proclamation(s)**

    a. Public Service Recognition Week

    Trustee Stanton read the proclamation.

    Motion by Trustee Stanton, seconded by Trustee Kinnane, to concur with the proclamation proclaiming May 4 through May 10, 2025 as Public Service Recognition Week. Voice vote taken. All ayes. Motion carried.

    Patrick Seger accepted the proclamation.

    b. Jewish American Heritage Month

    Trustee Kinnane read the proclamation.

    Motion by Trustee Kinnane, seconded by Trustee Stanton, to concur with the proclamation proclaiming May, 2025, as Jewish American Heritage Month. Voice vote taken. All ayes. Motion carried.

    Members from Beth Tikvah Congregation accepted the proclamation and were congratulated by the Board.

    c. American Poppy Day

    Trustee Pilafas read the proclamation.

    Motion by Trustee Mills, seconded by Trustee Stanton, to concur with the proclamation proclaiming May 23, 2025, as American Poppy Day. Voice vote taken. All ayes. Motion carried.

    Les Montag from American Legion Post 1983 accepted the proclamation and was congratulated by the Board.

Mayor McLeod attended several meetings and events including a National League of Cities Transportation and Infrastructure Committee meeting, the Partners of Our Communities Whiskey & Roses event at the NOW Arena, the Pancake Café Ribbon Cutting, a Hope Fore Hoffman Golf Outing meeting, and a Brownie/Junior Bridging Ceremony.

6.B. Trustee Comments

Trustee Pilafas attended a Hope Fore Hoffman Golf Outing meeting, the Veteran's Memorial Ceremony, the Veteran's Commission quarterly meeting, the Partners of Our Communities Whiskey & Roses event at the NOW Arena, the Chamber of Commerce Bon Appetit event at

Bell Works, the Economic Development C-Suite event, and a Brownie/Junior Bridging Ceremony. He thanked Dr. Monica Saavedra and Jennifer Djordjevic for partnering with him on the POC's mission.

Trustee Newell attended the Citizen's Fire Academy, the Chamber of Commerce Bon Appetit event at Bell Works, the Village Board Swearing-In Ceremony, the Fabbrini Park Kite Day. She congratulated the Brownies who crossed over to the Juniors at the Bridging Ceremony.

Trustee Mills thanked everyone involved in the Swearing-In Ceremony for such a lovely event. She attended a Brownie/Junior Bridging Ceremony. In recognition of Public Service Recognition Week, she extended her thanks to all the public servants that work or have worked for the Village. She also gave special thanks to the Fire Department for a job well done and their incredible success in rescuing people from the recent apartment building fire.

Trustee Stanton attended the Economic Development C-Suite event, the Chamber of Commerce Bon Appetit event at Bell Works, the Arbor Day Celebration, the Swearing-In Ceremony, the Pancake Café Ribbon Cutting, the CST Counseling Ribbon Cutting, and a Brownie/Junior Bridging Ceremony.

Trustee Kinnane attended the Economic Development C-Suite event, the Schaumburg Volunteer of The Year Awards event, the Chamber of Commerce Bon Appetit event at Bell Works, a Schaumburg Airport Commission meeting, a Brownie/Junior Bridging Ceremony, and the Hope Fore Hoffman Golf Outing meeting. He also participated in several volunteer activities.

6.C. Village Manager's Report

The Village Manager had no report.

6.D. Village Clerk's Report

The Village Clerk had no report.

6.E. Committee Reports

1. **Transportation & Road Improvement**

Trustee Kinnane stated that they would be meeting to receive and file the Transportation Division Monthly Report.

2. **Planning, Building & Zoning**

Trustee Stanton stated that they would be meeting to discuss approval of an Ordinance proposing the establishment of a Special Service Area in the Village of Hoffman Estates, Illinois and providing for a public hearing and other related procedures - Special Service Area 2025-1 (Kensington Fields), approval of the termination of the CDBG-CV Agreement with North West Housing Partnership (NWHP) for the Utility and/or Rental Assistance Project and a CDBG-CV Agreement with Clearbrook for HVAC replacements at 1260 W. Higgins Road, and to receive and file the Planning Division Monthly Report, the Code Enforcement Division Monthly Report and the Economic Development and Tourism Monthly Report.

3. General Administration & Personnel

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

7. ADDITIONAL BUSINESS

There was no additional business.

3. PUBLIC COMMENTS

One individual thanked the Jewish community for their support and unity with other religious groups, then read a poem about resilience and resistance. Another individual congratulated the Jewish community during Jewish Heritage Month and criticized Zionism, arguing it contradicts Jewish teachings, and condemned Israel's actions in Palestine as genocide.

8. EXECUTIVE SESSION

Motion by Trustee Mills, seconded by Trustee Stanton, to adjourn the meeting into Executive Session to discuss Litigation (5 ILCS 120/2-(c)-(11)), and the Sale or Lease of Property (5 ILCS 120/2-(c)-(6)). Time: 7:40 p.m.

Roll Call:
Aye: Pilafas, Stanton, Kinnane, Mills, Newell
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.

MEETING: SPECIAL HOFFMAN ESTATES VILLAGE BOARD
DATE: MAY 12, 2025
PLACE: COUNCIL CHAMBERS
MUNICIPAL BUILDING COMPLEX
1900 HASSELL ROAD
HOFFMAN ESTATES, ILLINOIS

1. CALL TO ORDER:

Village President William McLeod called the meeting to order at 6:53 p.m. The Village Clerk called the roll. Trustees present: Gary Stanton, Karen Arnet, Patrick Kinnane, Karen Mills, Anna Newell.
Trustee Gary Pilafas attended electronically.
A quorum was present.

ADMINISTRATIVE PERSONNEL PRESENT:

E. Palm, Village Manager
D. O'Malley, Deputy Village Manager
J. Pape, Assistant Village Manager
J. Dickson, Asst. Corporation Counsel
P. Gugliotta, Development Services Director
P. Seger, HRM Director
J. Horn, Planning & Transportation Director

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was led by Trustee Newell.

3. PUBLIC COMMENTS

No one wished to be recognized.

4. ADDITIONAL BUSINESS:

4.A. Boards and Commissions Interviews

The Board interviewed a volunteer for the Arts Commission. This applicant will be appointed to the Commission at the May 19, 2025 Village Board Meeting.

5. ADJOURNMENT

Motion by Trustee Mills, seconded by Trustee Arnet, to adjourn the meeting. Voice vote taken. All ayes. Motion carried. Time: 6:58 p.m.

Patty Richter Village Clerk Date Approved

BILL LIST SUMMARY

BILL LIST AS OF	05/19/2025	$ 4,146,524.43
MANUAL CHECKS	05/02/2025 - 05/15/2025	$ 14,273.03
PAYROLL	05/16/2025	$ 1,540,494.05
WIRES	04/01 - 04/30/2025	$ 2,452,863.78
TOTAL		$ 8,154,155.29

VILLAGE OF HOFFMAN ESTATES

MAY 19, 2025

GENERAL FUND

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01 0301	STAPLES	OFFICE SUPPLIES	$52.96
01 0302	ADVANCE AUTO PARTS	STOCK REPAIR PARTS	$93.93
01 0302	AMAZON CAPITAL SERVICES INC	STOCK REPAIR PARTS	$27.39
01 0302	BRAD MANNING FORD INC	STOCK REPAIR PARTS	$116.50
01 0302	BUMPER TO BUMPER/ LEE AUTO	STOCK REPAIR PARTS	$231.87
01 0302	CAR-ONE TIRE AND AUTO	STOCK REPAIR PARTS	$876.00
01 0302	CAR-ONE TIRE AND AUTO	STOCK REPAIR PARTS	$1,460.00
01 0302	FACTORY MOTOR PARTS CO	STOCK REPAIR PARTS	$421.01
01 0302	POMP'S TIRE	STOCK REPAIR PARTS	$397.50
01 0303	STAPLES	WHITE COPY PAPER	$1,579.60
CASH AND INVENTORIES			**$5,256.76**
01 1445	BRYCE HACKER	CITATION OVERPAYMENT REIMB	$30.00
01 1445	JACK DOMANSKI	CITATION OVERPAYMENT REIMB	$50.00
PAYMENTS FROM DEPOSITS ON HAND			**$80.00**
01000014 3502	CHRISTINA PEYSER	CITATION OVERPAYMENT REIMB	$77.00
01000014 3502	LORI MONACO	CITATION OVERPAYMENT REIMB	$17.40
01000014 3502	SAJA HABIB	CITATION OVERPAYMENT REIMB	$140.00
GENERAL-REVENUE ACCOUNTS			**$234.40**
01101124 4504	NORTHWEST MUNICIPAL CONFERENCE	MEMBERSHIP DUES FY'25-26	$25,528.00
LEGISLATIVE			**$25,528.00**
01101222 4301	MONA S MORRISON	PHOTOS OF SWEARING CEREMONY	$90.00
01101222 4303	ILLINOIS CITY/COUNTY MANAGEMNT ASSN	MEMBERSHIP DUES	$614.00
01101224 4507	HNTB CORPORATION	GIS & CARTEGRAPH ASSISTANCE	$24,418.80
ADMINISTRATIVE			**$25,122.80**
01101324 4542	RICHARD A KAVITT ATTORNEY AT LAW	PROFESSIONAL SERVICES	$1,000.00
01101324 4567	CLARK BAIRD SMITH LLP	PROFESSIONAL SERVICES	$5,981.25
01101324 4567	SAUL EWING LLP	PROFESSIONAL SERVICES	$7,926.00
LEGAL			**$14,907.25**
01101424 4542	AZAVAR AUDIT SOLUTIONS	ANNUAL FEE W/ CREDIT APPLIED	$84.00
FINANCE			**$84.00**
01101522 4301	SRSD CONSULTING, LLC	MONTHLY COACHING FEE	$1,000.00
VILLAGE CLERK			**$1,000.00**
01101622 4301	SRSD CONSULTING, LLC	ASSESSMENTS	$600.00
01101622 4301	SRSD CONSULTING, LLC	EMERGING LEADERS PROGRAM	$5,500.00
01101624 4564	PATRICK SEGER	EGGS FOR PSRW BREAKFAST	$123.04
01101624 4580	EMPLOYMENT SCREENING ALLIANCE GROUP	CRIMINAL/ MOTOR VEHICLE	$145.00
HUMAN RESOURCES			**$6,368.04**

VILLAGE OF HOFFMAN ESTATES

MAY 19, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01102523 4401	POSTMASTER	PERMIT #24 CITIZEN NEWSLETTER	$16,000.00
COMMUNICATIONS			**$16,000.00**
TOTAL GENERAL GOVERNMENT DEPARTMENT			**$89,010.09**
POLICE DEPARTMENT			
01201223 4402	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	$367.49
ADMINISTRATIVE			**$367.49**
01202122 4301	COLLEGE OF DUPAGE	POLICE ACADEMY TRAINING	$700.00
01202122 4301	COLLEGE OF DUPAGE	SLEA - BASIC POLICE ACADEMY	$10,331.20
01202122 4301	NICOLE LOWDEN	PER DIEM CONF MEALS REIMB	$138.00
01202124 4507	DR. ROBIN KROLL	BASIC PEER SUPPORT COURSE	$700.00
01202124 4542	DACRA TECH LLC	SOFTWARE SERVICE - APRIL	$1,806.48
PATROL & RESPONSE			**$13,675.68**
01202322 4301	CCROC	CONFERENCE - B. O'SHEA	$110.00
01202322 4301	COLLEGE OF DUPAGE	POLICE ACADEMY TRAINING	$225.00
01202322 4301	JOSEPH MEYER	CONFERENCE GASOLINE REIMB	$67.68
01202322 4301	KRZYSZTOF KOWAL	PER DIEM CONF MEALS REIMB	$123.00
01202322 4301	PHILIP GIACONE	CONFERENCE GASOLINE REIMB	$38.46
01202323 4414	AT & T	LEA TRACKING NUMBER	$385.00
01202323 4414	VERIZON WIRELESS SERVICES LLC	CELL TOWER DUMP	$95.00
INVESTIGATIONS			**$1,044.14**
01202924 4508	GOLF ROSE PET LODGE	ANIMAL CARE_APR'25	$1,428.25
ADMINISTRATIVE SERVICES			**$1,428.25**
TOTAL POLICE DEPARTMENT			**$16,515.56**
FIRE DEPARTMENT			
01303122 4301.17	DJS SCUBA LOCKER INC	VARIOUS SUPPLIES	$1,800.00
01303122 4301.18	NIPSTA	SPRING SESS - JARED DEIHS	$1,975.00
01303122 4301.18	NIPSTA	SPRING SESS - N. WATSON	$1,975.00
01303122 4301.18	NIPSTA	SPRING SESS - VINCENT BAVA	$4,325.00
01303122 4301.19	NIPSTA	SPRING SESS - EMMA GILHOOLY	$1,050.00
01303122 4304	TODAYS UNIFORMS	UNIFORMS	$81.90
01303124 4509.19	CAROL STREAM FIRE PROT.DISTRICT	TRAINING TOWER - SMOKE	$550.00
SUPPRESSION			**$11,756.90**
01303222 4301	HERBERT F N SCHMITT	PARAMEDIC RENEWAL FEE	$41.00
01303222 4301	MICHAEL LORKOWSKI	PARAMEDIC RENEWAL FEE	$41.00
01303223 4419	AIRGAS USA, LLC	MEDICAL SUPPLIES	$575.20
EMERGENCY MEDICAL SERVICES			**$657.20**

VILLAGE OF HOFFMAN ESTATES

MAY 19, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01303322 4301	NIPSTA	SPRING SESS - CHARLES BEST	$2,250.00
01303324 4507	CHICAGO METRO FIRE PREVENTION CO	MONTHLY MAINTENANCE FEE	$1,485.00
01303324 4507	CHICAGO METRO FIRE PREVENTION CO	RADIO DISCONNECTION FEE	$85.00
01303324 4507	JOHNSON CONTROLS SECURITY SOLUTIONS	PROFESSIONAL SERVICES	$1,095.42
PREVENTION			**$4,915.42**
01303524 4510	HASTINGS AIR ENERGY CONTROL INC	REPAIR SERVICE	$1,889.75
FIRE STATIONS			**$1,889.75**
TOTAL FIRE DEPARTMENT			**$19,219.27**
PUBLIC WORKS			
01401222 4301	APWA CHGO METRO CHAPTER	ROADEO COMPETITION FEE	$270.00
01401224 4509	LEAF	COPIER LEASE	$115.86
ADMINISTRATIVE			**$385.86**
01404122 4301	JOHN KOVAKA	APWA 2025 SNOW CONFERENCE	$146.00
SNOW & ICE REMOVAL			**$146.00**
01404223 4414	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$346.34
01404223 4414	THE STANDARD COMPANIES	CUT WHITE FLANNEL WIPERS	$218.25
01404224 4502	COMMONWEALTH EDISON	ELECTRIC 5510 PRAIRIE	$446.30
01404224 4502	COMMONWEALTH EDISON	ELECTRIC TRAFFIC SIGNAL	$320.11
01404224 4521	BUILDERS PAVING, LLC	HMA PRIVATE SURFACE	$2,015.96
01404224 4523	1000 BULBS.COM	REPAIR PARTS	$363.40
01404224 4545	FIVE STAR SAFETY EQUIPMENT INC	SAFETY SUPPLIES	$197.25
TRAFFIC OPERATIONS			**$3,907.61**
01404323 4414	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$34.71
01404323 4414	THE STANDARD COMPANIES	CUT WHITE FLANNEL WIPERS	$218.25
01404324 4507	FOREVER GREEN LAWN CARE	2025 WEED CONTROL & FERTYLIZ.	$7,190.64
01404324 4507	LUCAS LANDSCAPING AND DESIGN	2025 BRUSH PICKUP SERVICES	$5,756.28
01404324 4507	V CARDENAS LANDSCAPING	2025 LANDSCAPE MAINTENANCE	$2,077.09
01404324 4507	V CARDENAS LANDSCAPING	2025 LANDSCAPE SERVICES	$944.96
01404325 4610	THE FIELDS ON CATON FARM, INC.	2025 VARIOUS PLANTING PROGRAM	$124,460.00
FORESTRY			**$140,681.93**
01404423 4412	CASE LOTS	24 X 32 BLACK CAN LINERS	$314.25
01404423 4412	CASE LOTS	33 X 39 BLACK CAN LINERS	$314.25
01404423 4412	CASE LOTS	40 X 46 BLACK CAN LINERS	$344.25
01404423 4412	CASE LOTS	ANTIBAC FOAM WASH	$279.80
01404423 4412	CASE LOTS	BROWN MULTIFOLD TOWEL 400	$458.00
01404423 4412	CASE LOTS	BROWN ROLL TOWEL 6/800	$289.50
01404423 4412	CASE LOTS	GREEN SEAL 2 PLY TOILET TISSUE	$898.00
01404423 4412	CASE LOTS	KITCHEN ROLL TOWEL 30/CS	$449.25
01404424 4502	COMMONWEALTH EDISON	ELECTRIC 2200 W HIGGINS	$33.90
01404424 4502	COMMONWEALTH EDISON	ELECTRIC 5323 PRAIRIE	$181.05

VILLAGE OF HOFFMAN ESTATES

MAY 19, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01404424 4507	ACCURATE DOCUMENT DESTRUCTION INC	SHREDDING SERVICES	$2,145.30
01404424 4509	CINTAS #22	FLOOR MAT RENTAL AND CLEAN	$113.96
01404424 4510	FOX VALLEY FIRE & SAFETY CO	FIRE EXTINGUISHER SERVICE	$206.70
01404424 4510	GRAINGER INC	RTN REPAIR PARTS	($22.56)
01404424 4510	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$145.51
01404424 4510	TEST GAUGE INC	PROVIDE ASSEMBLY W/ OSY VALVES	$23,588.65
01404424 4516	AMLINGS INTERIOR LANDSCAPE	INTERIOR LANDSCAPING	$487.83
01404424 4518	B & A PLUMBING,INC.	SERVICE CALL / REPAIR	$354.00
01404424 4518	CINTAS #22	FLOOR MAT RENTAL AND CLEAN	$179.65
01404424 4518	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$1,813.49
FACILITIES			**$32,574.78**

01404522 4301	SCOTT LASKEN	ASE TRUCK CERTIFICATION REIMB	$152.00
01404522 4304	CINTAS #22	UNIFORM AND MAT RENTAL	$144.88
01404523 4411	AL WARREN OIL CO INC	FUEL BIO-DIESEL	$2,972.25
01404523 4411	AL WARREN OIL CO INC	FUEL REGULAR	$13,707.20
01404524 4507	VERIZON CONNECT FLEET USA LLC	WIRELESS SERVICES	$2,213.96
01404524 4510	AIRGAS USA, LLC	MEDICAL SUPPLIES	$381.10
01404524 4510	MYERS TIRE SUPPLY	VARIOUS SUPPLIES	$171.90
01404524 4510	SNAP-ON INDUSTRIAL	REPAIR PARTS	$309.65
01404524 4510	STANDARD INDUSTRIAL & AUTO INC	REPAIR SERVICE	$375.00
01404524 4513	ADVANCE AUTO PARTS	REPAIR PARTS	$54.21
01404524 4513	BRAD MANNING FORD INC	REPAIR PARTS	$136.55
01404524 4513	CAR-ONE TIRE AND AUTO	TIRE DISPOSAL FEE	$72.00
01404524 4513	FRIENDLY FORD	REPAIR PARTS	$34.66
01404524 4513	FRIENDLY FORD	RTN REPAIR PARTS	($13.86)
01404524 4513	RT 62 WASH & LUBE	VEHICLE WASH	$125.50
01404524 4513	ULTRA STROBE COMMUNICATIONS	VARIOUS SUPPLIES	$55.80
01404524 4514	ACME TRUCK BRAKE & SUPPLY CO.	AXLE WASHER	$18.10
01404524 4514	ACME TRUCK BRAKE & SUPPLY CO.	BRAKE ROTOR	$1,829.80
01404524 4514	ACME TRUCK BRAKE & SUPPLY CO.	CLEVIS ASSY	$40.06
01404524 4514	ACME TRUCK BRAKE & SUPPLY CO.	ESTIMATED SHIPPING/HANDLING	$101.14
01404524 4514	ACME TRUCK BRAKE & SUPPLY CO.	GASKET	$4.14
01404524 4514	ACME TRUCK BRAKE & SUPPLY CO.	REPAIR PARTS	$736.36
01404524 4514	ACME TRUCK BRAKE & SUPPLY CO.	SCOTSEAL	$101.90
01404524 4514	ACME TRUCK BRAKE & SUPPLY CO.	SLACK ADJUSTER	$375.72
01404524 4514	AEC FIRE-SAFETY & SECURITY INC	REPAIR PARTS	$1,169.52
01404524 4514	AMAZON CAPITAL SERVICES INC	REPAIR PARTS	$48.89
01404524 4514	FRIENDLY FORD	REPAIR SERVICE	$278.48
01404524 4514	ILLINOIS SECRETARY OF STATE	M PLATES - UNIT FC07	$8.00
01404524 4514	ILLINOIS SECRETARY OF STATE	NEW PLATES UNIT FC16	$9.00
01404524 4514	KAMMES AUTO & TRUCK REPAIR INC	STATE INSPECTION	$270.00
01404524 4514	RUSH TRUCK CENTER OF ILLINOIS, INC	CLAMP	$160.00
01404524 4514	RUSH TRUCK CENTER OF ILLINOIS, INC	MODULE, OUTLET CATALYST	$4,927.56
01404524 4514	RUSH TRUCK CENTER OF ILLINOIS, INC	PARTICULATE FILTER	$2,440.69
01404524 4514	RUSH TRUCK CENTER OF ILLINOIS, INC	REPAIR PARTS	$868.57
01404524 4514	RUSH TRUCK CENTER OF ILLINOIS, INC	RTN REPAIR PARTS	($441.80)
01404524 4514	RUSH TRUCK CENTER OF ILLINOIS, INC	SCREW	$37.92
01404524 4514	RUSH TRUCK CENTER OF ILLINOIS, INC	SENSOR	$535.30
01404524 4534	ADVANCE AUTO PARTS	REPAIR PARTS	$793.15
01404524 4534	BRAD MANNING FORD INC	REPAIR PARTS	$39.78
01404524 4534	FACTORY MOTOR PARTS CO	RTN REPAIR PARTS	($368.00)
01404524 4534	KAMMES AUTO & TRUCK REPAIR INC	STATE INSPECTION	$787.00

VILLAGE OF HOFFMAN ESTATES

MAY 19, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01404524 4534	REX RADIATOR & WELDING	RADIATOR	$295.00
01404524 4534	RUSH TRUCK CENTER OF ILLINOIS, INC	REPAIR PARTS	$749.23
01404524 4534	RUSH TRUCK CENTER OF ILLINOIS, INC	REPLACE FAILED ECM	$6,569.30
01404524 4534	ULTRA STROBE COMMUNICATIONS	VARIOUS SUPPLIES	$79.95
01404524 4535	ADVANCE AUTO PARTS	REPAIR PARTS	$190.83
01404524 4535	FACTORY MOTOR PARTS CO	CORE CHARGES	$368.00
01404524 4535	FACTORY MOTOR PARTS CO	UNITS 160 AND 161	$2,528.32
01404524 4536	FRIENDLY FORD	REPAIR PARTS	$174.26
01404525 4602	RUSH TRUCK CENTER OF ILLINOIS, INC	REPAIR PARTS	$584.45
FLEET SERVICES			**$47,203.42**

01404624 4519	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$10.44
01404624 4545	FULLIFE SAFETY CENTER	REPAIR PARTS	$155.10
F.A.S.T.			**$165.54**

01404724 4522	WELCH BROS INC	REPAIR PARTS	$546.40
STORM SEWERS			**$546.40**

TOTAL PUBLIC WORKS DEPARTMENT **$225,611.54**

DEVELOPMENT SERVICES

01505024 4507	ALL TOGETHER	COMPREHENSIVE PLAN / GRAPHIC	$4,950.00
01505024 4542	UNITED DISPATCH	SENIOR COUPONS	$1,827.00
PLANNING AND TRANSPORTATION			**$6,777.00**

01505124 4507	THOMPSON ELEVATOR INSPECTION INC	ELEVATOR INSPECTIONS	$248.00
CODE ENFORCEMENT			**$248.00**

01505224 4510	MEADE ELECTRIC CO., INC.	ANNUAL TRAFFIC SIGNAL	$589.38
01505224 4542	MGT IMPACT SOLUTIONS, LLC	PROFESSIONAL SERVICES	$8,421.66
ENGINEERING			**$9,011.04**

01505924 4507	MCDANIELS MARKETING	WEBSITE DEVELOPMENT 50%	$2,487.50
ECONOMIC DEVELOPMENT			**$2,487.50**

TOTAL DEVELOPMENT SERVICES DEPARTMENT **$18,523.54**

HEALTH & HUMAN SERVICES DEPARTMENT

01556522 4301	CATHY DAGIAN STANTON	MAR & APR MILEAGE REIMB	$138.60
01556522 4301	GINA MCCAULEY	MAR & APR MILEAGE REIMB	$141.40
TOTAL HEALTH & HUMAN SERVICES DEPARTMENT			**$280.00**

BOARDS & COMMISSIONS DEPARTMENT

01605324 4561	THE FINER LINE	PACKAGING & SHIPPING FEE	$3.75
FOURTH OF JULY			**$3.75**

VILLAGE OF HOFFMAN ESTATES

MAY 19, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01605824 4559	JOE CANTAFIO	SENIOR LUNCHEON ENTERTAINMENT	$250.00
01605824 4559	THE FINER LINE	PACKAGING & SHIPPING FEE	$3.76
01605824 4575	THE FINER LINE	PACKAGING & SHIPPING FEE	$3.75
01605824 4595	THE FINER LINE	PACKAGING & SHIPPING FEE	$3.76
01605824 5501	THE FINER LINE	PACKAGING & SHIPPING FEE	$3.75
MISCELLANEOUS B & C			**$265.02**
TOTAL BOARDS & COMMISSIONS DEPARTMENT			**$268.77**
TOTAL GENERAL FUND			**$374,999.93**

ASSET SEIZURE FUND

08200825 4605	AIM POINT INC	DUTY RDS RED DOT SIGHT	$4,598.00
08200825 4605	PRIMARY ARMS	ESTIMATED SHIPPING/HANDLING	$10.81
08200825 4605	PRIMARY ARMS	UNITY TACTICAL FAST MICRO-S	$1,673.10
TOTAL ASSET SEIZURE FUND			**$6,281.91**

ROAD IMPROVEMENT FUND

29000025 4606	ANNE SCHWAAB	IRRIGATION SYSTEM REPAIRS	$149.38
29000025 4606	BUILDERS PAVING, LLC	2025 STREET REVITALIZATION	$1,486,042.20
TOTAL ROAD IMPROVEMENT FUND			**$1,486,191.58**

CAPITAL IMPROVEMENTS FUND

36000025 4615	SCHROEDER & SCHROEDER	2024 SIDEWALK IMPROVEMENT	$6,734.26
36000025 4615	SCHROEDER & SCHROEDER	CONCRETE RESTORATION	$23,265.74
TOTAL CAPITAL IMPROVEMENTS FUND			**$30,000.00**

CAPITAL VEHICLE AND EQUIPMENT FUND

37000025 4603	EBY GRAPHICS	VEHICLE GRAPHIC	$2,428.46
37000025 4603	FRIENDLY FORD	UNIT 44 FORD F550 REG CAB	$60,181.03
37000025 4603	MISSION COMMUNICATIONS LLC	ESTIMATED SHIPPING/HANDLING	$100.00
37000025 4603	MISSION COMMUNICATIONS LLC	IN VEHICLE MIOBILE RADIO	$3,300.00
37000025 4603	MISSION COMMUNICATIONS LLC	RADIO ANTENNA	$65.00
37000025 4603	ULTRA STROBE COMMUNICATIONS	WHELEN CENCOM CORE WCX CO	$2,250.00
TOTAL CAPITAL VEHICLE AND EQUIPMENT FUND			**$68,324.49**

WATERWORKS AND SEWERAGE FUND

40 0411	KEITH FOX	UB REFUND	$27.73
40 0411	KHAMMO BOUDAKH	UB REFUND	$5.47
40 0411	MARIA PIAZZA	UB REFUND	$56.87
40 0411	MASAYA & YUKO SUGIKAWA	UB REFUND	$22.80
WATER MISCELLANEOUS PAYMENT			**$112.87**
40400013 3425	RICKY TRUONG	UB OVERPAYMENT REFUND	$97.02

VILLAGE OF HOFFMAN ESTATES

MAY 19, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
WATER REFUND			**$97.02**
40406723 4414	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$110.58
40406723 4414	THE STANDARD COMPANIES	CUT WHITE FLANNEL WIPERS	$794.00
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 1355 WESTBURY	$251.73
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 1355 WESTBURY DR	$256.40
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 1775 ABBEYWOOD	$4,665.83
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 1790 CHIPPENDALE	$274.78
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 2 N HILLCREST	$188.73
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 2002 PARKVIEW	$1,348.18
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 2150 STONINGTON	$5,016.08
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 2550 BEVERLY RD	$1,218.66
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 3451 N WILSHIRE	$1,611.51
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 3990 HUNTINGTON	$124.25
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 4140 CRIMSON	$1,506.77
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 4785 W HIGGINS R	$1,446.56
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 780 HASSELL RD	$373.99
40406724 4502	COMMONWEALTH EDISON	ELECTRIC 95 ASTER LN	$1,173.77
40406724 4507	PACE ANALYTICAL SERVICES LLC	WATER SAMPLE ANALYSIS	$2,565.00
40406724 4507	VERIZON CONNECT FLEET USA LLC	WIRELESS SERVICES	$245.99
40406724 4507	WATER SERVICES CO.	LEAK DETECTION, EMERGENCY	$350.00
40406724 4509	GRAINGER INC	REPAIR PARTS	$158.98
40406724 4509	LEAF	COPIER LEASE	$115.87
40406724 4510	AMAZON CAPITAL SERVICES INC	DYNAPAC FILLER WATER CUP	$45.49
40406724 4526	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$102.79
40406724 4528	HYDRAFLO INC.	REPAIR PARTS	$885.84
40406724 4529	ADVANCED TURF SOLUTIONS	LANDSCAPE MATERIALS	$854.00
40406724 4529	BEVERLY MATERIALS, L.L.C.	CA6 GRAVEL	$1,368.82
40406724 4529	BEVERLY MATERIALS, L.L.C.	CLEAN FILL - SEMI	$420.00
40406724 4529	BEVERLY MATERIALS, L.L.C.	VAC TRUCK	$250.00
40406724 4529	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$77.20
40406724 4529	UNDERGROUND PIPE & VALVE CO	VARIOUS SUPPLIES	$1,587.00
40406724 4529	WATER PRODUCTS CO.	REPAIR PARTS	$296.00
40406724 4529	ZIEBELL WATER SERVICE	REPAIR PARTS	$4,361.00
40406724 4585	ADVANCE AUTO PARTS	REPAIR PARTS	$14.07
40406724 4585	BLACK WIDOW BEDLINERS	SPRAY BED AND UNDERCOAT	$1,855.00
40406724 4585	KAMMES AUTO & TRUCK REPAIR INC	STATE INSPECTION	$179.00
WATER DIVISION			**$36,093.87**
40406823 4408	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$32.14
40406823 4408	USA BLUE BOOK	VARIOUS SUPPLIES	$327.07
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1200 KINGSDALE	$216.27
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1215 MOON LAKE	$848.13
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1513 GOLF RD	$1,380.48
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1629 CROWFOOT	$231.52
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1775 HUNTINGTON	$302.91
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1790 CHIPPENDALE	$412.18
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 1869 HAMPTON	$177.14
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 2094 CARLING RD	$104.25
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 2364 HIGGINS RD	$1,798.35
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 2380 GOLF RD	$377.71
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 6100 SHOEFACTORY	$939.70
40406824 4502	COMMONWEALTH EDISON	ELECTRIC 897 PARK LN	$145.85

VILLAGE OF HOFFMAN ESTATES

MAY 19, 2025

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
40406824 4507	SAUL EWING LLP	PROFESSIONAL SERVICES	$414.01
40406824 4530	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$164.50
40406824 4530	VCNA PRAIRIE LLC	CONCRETE	$1,614.75
40406825 4602	FULLIFE SAFETY CENTER	REPAIR SERVICE	$95.00
SEWER DIVISION			**$9,581.96**
40407023 4403	ROTARY FORMS & SYSTEMS	15,000 WATER & SEWER BILL	$1,321.50
40407023 4403	ROTARY FORMS & SYSTEMS	PO #25000215 BALANCE	$66.08
40407024 4542	FIRST BILLING SERVICES LLC	BILLING SERVICES	$7,379.24
BILLING DIVISION			**$8,766.82**
40407325 4608	CIORBA GROUP, INC.	ENGINEERING SERVICES	$6,807.00
40407325 4608	MARTAM CONSTRUCTION, INC.	PFIZER LIFT STATION IMPROVEMENT	$1,246,927.88
CAPITAL PROJECTS			**$1,253,734.88**
TOTAL WATERWORKS AND SEWERAGE FUND			**$1,308,387.42**

NOW ARENA OPERATING FUND

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
41000023 4414	CAR-ONE TIRE AND AUTO	REPAIR PARTS	$203.96
41000023 4414	FACTORY MOTOR PARTS CO	CORE CHARGES	$112.00
41000023 4414	FACTORY MOTOR PARTS CO	RTN REPAIR PARTS	($112.00)
41000023 4414	FACTORY MOTOR PARTS CO	UNIT 166	$851.36
41000023 4414	KAMMES AUTO & TRUCK REPAIR INC	STATE INSPECTION	$135.00
41000024 4542	CIVILTECH ENGINEERING, INC.	NOW ARENA RETAINING WALL	$1,660.74
TOTAL NOW ARENA OPERATING FUND			**$2,851.06**

STORMWATER MANAGEMENT FUND

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
42000025 4613	BUILDERS PAVING, LLC	2025 STREET REVITALIZATION	$45,000.00
TOTAL STORMWATER MANAGEMENT			**$45,000.00**

INFORMATION TECHNOLOGY FUND

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
47008524 4507	CLARIS INTERNATIONAL INC	CLARIS FILEMAKER 1YR RENEWAL	$1,040.00
47008524 4507	PLANTE & MORAN PLLC	ERP IMPLEMENTATION - PLAN	$9,350.00
OPERATIONS			**$10,390.00**
TOTAL INFORMATION TECHNOLOGY FUND			**$10,390.00**

BARRINGTON-HIGGINS TIF FUND

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
63000024 4542	COOK COUNTY COLLECTOR	PROPERTY TAX LIABILITY	$6,534.79
TOTAL BARRINGTON-HIGGINS TIF FUND			**$6,534.79**

LAKEWOOD CENTER TIF FUND

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
67000024 4507	BISNOW LLC	CHICAGO MORNING BRIEF	$2,300.00
TOTAL LAKEWOOD CENTER TIF FUND			**$2,300.00**

VILLAGE OF HOFFMAN ESTATES

MAY 19, 2025

2024 BOND PROJECT

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
78000025 4604	CAMOSY INCORPORATED	FIRE STATION NO 21	$750,846.00
78000025 4604	DIGICOM INC.	NEW STATION 21 EQUIPMENT	$54,417.25
TOTAL 2024 BOND PROJECT			**$805,263.25**

BILL LIST TOTAL	**$4,146,524.43**

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20250502 00:00:00.000' and '20250515 00:00:00.000'
ACCOUNTING PERIOD: 5/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION------	SALES TAX	AMOUNT
0102	137061 V	11/05/24	22138	CHRISTINA WASHINGTON	40	UB REFUND	0.00	-55.00
0102	139080 V	05/06/25	1515	STANDARD EQUIPMENT CO	01404524	REPAIR SERVICE	0.00	-1,000.00
0102	139102	05/05/25	20911	PEERLESS NETWORK INC	01404424	LANDLINES	0.00	2,394.81
0102	139102	05/05/25	20911	PEERLESS NETWORK INC	40406724	LANDLINES	0.00	902.76
0102	139102	05/05/25	20911	PEERLESS NETWORK INC	01556524	LANDLINES	0.00	3.41
TOTAL CHECK							0.00	3,300.98
0102	139103	05/05/25	13013	THOMSON REUTERS-WEST	01101324	SOFTWARE SUBSCRIPTION	0.00	782.51
0102	139108	05/07/25	1522	STANDARD INDUSTRIAL & AU	01404524	REPAIR SERVICE	0.00	1,000.00
0102	139109	05/07/25	2226	PETTY CASH	01556523	PETTY CASH	0.00	31.67
0102	139109	05/07/25	2226	PETTY CASH	01101422	PETTY CASH	0.00	47.60
0102	139109	05/07/25	2226	PETTY CASH	01101622	PETTY CASH	0.00	30.24
0102	139109	05/07/25	2226	PETTY CASH	01505122	PETTY CASH	0.00	150.00
0102	139109	05/07/25	2226	PETTY CASH	01556524	PETTY CASH	0.00	46.95
0102	139109	05/07/25	2226	PETTY CASH	01605824	PETTY CASH	0.00	100.00
TOTAL CHECK							0.00	406.46
0102	139110	05/08/25	20897	ALEXANDER WALKER	01	C-PAL	0.00	2,000.00
0102	139111	05/08/25	2645	FEDERAL EXPRESS CORP	01101423	SHIPPING	0.00	10.00
0102	139112	05/09/25	6156	JAMES KOTRBA	01	C-PAL	0.00	1,939.68
0102	139113	05/09/25	19229	JEWEL FOOD STORES	01101123	VARIOUS SUPPLIES	0.00	189.59
0102	139113	05/09/25	19229	JEWEL FOOD STORES	01556523	VARIOUS SUPPLIES	0.00	13.96
0102	139113	05/09/25	19229	JEWEL FOOD STORES	01556523	VARIOUS SUPPLIES	0.00	10.47
0102	139113	05/09/25	19229	JEWEL FOOD STORES	01101623	VARIOUS SUPPLIES	0.00	30.46
0102	139113	05/09/25	19229	JEWEL FOOD STORES	01605824	VARIOUS SUPPLIES	0.00	11.97
TOTAL CHECK							0.00	256.45
0102	139114	05/09/25	2226	PETTY CASH	09000016	REFUSE STICKER REFUND	0.00	1,306.18
0102	139115	05/09/25	8960	COMCAST	01404424	ACCT #0473934_MAY'25	0.00	251.16
0102	139115	05/09/25	8960	COMCAST	01303324	ACCT #0084886_MAY'25	0.00	13.90
TOTAL CHECK							0.00	265.06
0102	139116	05/09/25	22138	CHRISTINA WASHINGTON	40	UB REFUND	0.00	55.00
0102	139117	05/14/25	4065	THE HOME DEPOT #1904	01303123	VARIOUS SUPPLIES	0.00	461.90
0102	139117	05/14/25	4065	THE HOME DEPOT #1904	01404223	VARIOUS SUPPLIES	0.00	411.20
0102	139117	05/14/25	4065	THE HOME DEPOT #1904	01404223	VARIOUS SUPPLIES	0.00	735.76
0102	139117	05/14/25	4065	THE HOME DEPOT #1904	01404224	VARIOUS SUPPLIES	0.00	162.14
0102	139117	05/14/25	4065	THE HOME DEPOT #1904	01404424	VARIOUS SUPPLIES	0.00	764.93
0102	139117	05/14/25	4065	THE HOME DEPOT #1904	01404523	VARIOUS SUPPLIES	0.00	259.00
0102	139117	05/14/25	4065	THE HOME DEPOT #1904	01404524	VARIOUS SUPPLIES	0.00	29.36
0102	139117	05/14/25	4065	THE HOME DEPOT #1904	01404524	VARIOUS SUPPLIES	0.00	69.68
0102	139117	05/14/25	4065	THE HOME DEPOT #1904	40406723	VARIOUS SUPPLIES	0.00	390.49
0102	139117	05/14/25	4065	THE HOME DEPOT #1904	40406723	VARIOUS SUPPLIES	0.00	123.35

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20250502 00:00:00.000' and '20250515 00:00:00.000'
ACCOUNTING PERIOD: 5/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION------	SALES TAX	AMOUNT
0102	139117	05/14/25	4065	THE HOME DEPOT #1904	40406723	VARIOUS SUPPLIES	0.00	3.58
0102	139117	05/14/25	4065	THE HOME DEPOT #1904	40406724	VARIOUS SUPPLIES	0.00	271.25
0102	139117	05/14/25	4065	THE HOME DEPOT #1904	40406724	VARIOUS SUPPLIES	0.00	143.80
0102	139117	05/14/25	4065	THE HOME DEPOT #1904	40406724	VARIOUS SUPPLIES	0.00	135.30
0102	139117	05/14/25	4065	THE HOME DEPOT #1904	40406823	VARIOUS SUPPLIES	0.00	43.97
TOTAL CHECK							0.00	4,005.71
TOTAL CASH ACCOUNT							0.00	14,273.03
TOTAL FUND							0.00	14,273.03
TOTAL REPORT							0.00	14,273.03

Detail of Wire/ACH Activity
For the Period 04/01/25 - 04/30/25

Date	Vendor	Description	Source of Funds	Amount
04/01/25	IPBC	Insurance Premium	General	$ 671,625.16
04/02/25	Payment Express	Credit Card Merchant Fees 03/25	General, Water & Sewer	$ 119.40
04/02/25	Neopost	Replenish Postage Machine	General, Water & Sewer	$ 1,600.00
04/02/25	ComEd	Utility Payment	General	$ 21,756.59
04/11/25	Dell Marketing LP	VLA Enterprise Office365	NOW Arena Operating	$ 13,857.60
04/11/25	NeoGov	Human Resource Software	Information System	$ 21,482.40
04/11/25	CCMSI	General Liability Claims	Insurance	$ 16,021.21
04/11/25	Dell Marketing LP	Microsoft Licensing Invoice	Information System	$ 177,038.94
04/11/25	Verra Mobility American Traffic Solutions	Red Light Cameras	General	$ 27,000.00
04/11/25	Employer's Claim Service	Workers Comp Claims	Insurance	$ 518.39
04/11/25	DataProse LLC	Printing & Postage for Water Bills	Water & Sewer	$ 9,930.35
04/11/25	FGM Architects Inc	Professional Services	2024 Bond Proceeds	$ 5,940.00
04/14/25	IMRF	IMRF March 2025 Payroll Costs	Various	$ 120,856.62
04/14/25	FGM Architects Inc	Professional Services	2024 Bond Proceeds	$ 17,820.00
04/14/25	Neopost	Replenish Postage Machine	General, Water & Sewer	$ 1,600.00
04/14/25	Groot Inc	March Groot Ach Payment	Municipal Waste System	$ 206,401.47
04/15/25	Canon Financial Services Inc	Copier Lease Payment	Capital Vehicle & Equipment	$ 1,734.00
04/15/25	Leaf	Copier Lease Payment	Capital Vehicle & Equipment	$ 765.62
04/15/25	Groot Inc	April Groot Ach Payment	Municipal Waste System	$ 235,429.47
04/15/25	Wex Bank	Fuel Purchases	General	$ 1,221.14
04/22/25	SWANCC	Monthly Tipping Fees	Municipal Waste System	$ 65,577.00
04/22/25	DataProse LLC	Printing & Postage for Water Bills	Water & Sewer	$ 9,930.35
04/22/25	JAWA	Monthly Water Usage	Water & Sewer	$ 797,387.00
04/22/25	Central States Pension Fund	Liability Withdrawal	NOW Arena Operating	$ 763.16
04/24/25	Bestco Benefit Plans	Monthly Retiree Premiums	General	$ 21,611.92
04/25/25	Amalgamated Bank of Chicago	2016 Debt Service Payment	2016 GO Debt Service	$ 475.00
04/28/25	Amalgamated Bank of Chicago	2016 Bond Registrar Debt Payment Fee	2016 GO Debt Service	$ 1.75
04/28/25	Neopost	Replenish Postage Machine	General, Water & Sewer	$ 1,600.00
04/30/25	CCMSI	General Liability Claims	General Funds	$ 2,799.24
	TOTAL			**$ 2,452,863.78**

AGENDA ITEM REPORT
Village Board of Trustees
May 19, 2025
ITEM 5C

REQUEST: Approval of an ordinance to amend Chapter 2, Article 2 of the Hoffman Estates Municipal Code - Meetings, Rules of Order.

FROM: Eric Palm, Village Manager
Jana Dickson, Assistant Corporation Counsel

ITEM TYPE: Ordinance - Village Board

REQUEST SUMMARY

From time to time, sections of the municipal code are reviewed to ensure any regulations are consistent with current practices and need to be adjusted based on changes in the Illinois compiled statutes. Staff has reviewed Chapter 2, Article 2 relating to Village Board/Committee meetings, rules of order and attendance. As a result of that review, Staff recommends various changes with the most significant made to our remote attendance policy and listed below:

1. Those members wishing to participate remotely, should contact the Mayor and Clerk.
2. A motion will be needed at the beginning of the meeting (after a physical quorum is established) to allow for remote participation as called for in the OMA.
3. During a remote meeting, a roll call vote is no longer required for every vote. The requirement for a roll call vote for a remote meeting is the same for an in-person meeting.
4. Previously, only one member was allowed to participate remotely. Under the new rules, and consistent with State law, up to three members of the corporate authority can participate remotely.

The other changes that were made were "housekeeping" in nature.

FINANCIAL IMPACT

There is no financial impact.

RECOMMENDATION

Staff recommends a MOTION for approval of an Ordinance to amend Chapter 2, Article 2 of the Hoffman Estates Municipal Code - Meetings, Rules of Order.

ATTACHMENTS

1. Rules of Order Ordinance Amendment
2. REDLINE - CHAPTER 2 ARTICLE 2
3. CLEAN - CHAPTER 2 ARTICLE 2

ORDINANCE NO.___________________- 2025

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE 2
GOVERNING BODY-MEETINGS, RULES OF ORDER,
OF THE HOFFMAN ESTATES MUNICIPAL CODE

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

Section 1: That Chapter 2, Article 2 GOVERNING BODY- MEETINGS, RULES OF ORDER of the Hoffman Estates Municipal Code shall be hereby amended in its entirety and be created as follows:

ARTICLE 2.

GOVERNING BODY—MEETINGS, RULES OF ORDER

Sec. 2-2-1. GOVERNING BODY

The governing and legislative body of the Village shall consist of the President of the Village and six (6) Trustees, who shall possess the qualifications for office, be elected by the legal voters of the municipality, take the oath of office and perform the respective duties, all as provided by the Illinois Compiled Statutes.

Sec. 2-2-2. REGULAR MEETINGS

Regular meetings of the Village Board shall be held on the first and third Mondays of each month at 7:00 p.m. in the Council Chambers, Municipal Building, 1900 Hassell Road, Hoffman Estates, Illinois. In case such meeting shall fall on a legal holiday, then such meeting shall be held the following Tuesday at the same time and place aforesaid. Legal holidays shall be New Year's Day, Memorial Day, the Fourth of July (or designated day for employees' holiday,) Labor Day, Thanksgiving Day, Christmas Eve Day (or designated day for employees' holiday,) Christmas Day (or designated day for employees' holiday.)

Sec. 2-2-3. SPECIAL MEETINGS

Special meetings may be called for any legal purpose, by the President or any three Trustees provided that the President or Trustees calling such meeting shall file with the Village Clerk a statement in writing, signed by him or them, setting forth the purpose of such special meeting and the day and hour thereof, which shall be fixed at no less than three days from the filing of any such statement. Thereupon, the Clerk shall prepare and cause to be served upon the President and each Trustee at least 48 hours before the time fixed for such meeting, a notice in writing, setting forth the purpose of such special meeting and the time and place of holding the same. No business may be transacted at the special meeting except that for which it is called. Upon agreement of all Trustees, prior notice of a special meeting may be waived.

Sec. 2-2-4. PUBLIC NOTICE REQUIRED

Public notice of the schedule of regular meetings shall be given at the beginning of each calendar year and shall state the regular dates, times and places of such meetings. Public notices of any special meeting, or of any rescheduled regular meeting, or of any reconvened meeting, shall be given at least 48 hours before such meeting. Public notice for all meetings shall be made in accordance with the Illinois Open Meetings Act requirements for public notice of meetings found in 5 ILCS 120/2.02

Sec. 2-2-6. QUOROUM

A majority of the corporate authorities constitute a quorum to do business.

Sec. 2-2-7. ORDER OF BUSINESS

The order of business of the Board of Trustees shall be as follows, unless otherwise established by the President and Board of Trustees:

(1) Call to Order/Roll Call;

(2) Pledge of Allegiance;

(3) Public Comment;

(4) Approval of Minutes;

(5) Consent Agenda/Omnibus Vote (Roll Call Vote):

A. Approval of Agenda.

B. Approval of Bills.

(6) Reports:

A. President's Report.

B. Trustee Reports.

C. Village Manager's Report.

D. Village Clerk's Report.

E. Treasurer's Report.

F. Committee Reports.

(7) Planning & Zoning Commission Business;

(8) Additional Business;

(9) Adjournment.

(Ord. No. 3588-2003, § 1, 12-1-03; Ord. No. 3673-2004, § 1, 10-4-04; Ord. No. 4099, § 1, 5-4-09; Ord. No. 4179-2010, § 1, 5-17-10)

Sec. 2-2-8. RULES OF ORDER

The following rules of order for conduct of Village business by the President and Board of Trustees of the Village of Hoffman Estates are hereby adopted:

Sec. 2-2-8.1. The President shall, if present, take the chair at the hour appointed for the meeting of the Board; if the President be not present, the Deputy President shall act in the place of the President. If the President and Deputy President both be not present, the senior most Trustee shall act in place of the Village President. The temporary chairman shall have only the power of a presiding officer and shall retain the right to vote in his capacity as Trustee on any ordinance, resolution or motion. The position of temporary chairman shall terminate upon the adjournment of the meeting.

Sec. 2-2-8.2. The President shall preserve order and decorum. He may speak to points of order in preference to any member and shall decide points of order subject to an appeal of the Board of Trustees by any two members, on which appeal no member shall speak more than once unless by leave of the Board.

Sec. 2-2-8.3. Every question shall be distinctly stated by the President before it is opened for debate. Every motion shall be reduced to writing if the President or any member shall so demand.

Sec. 2-2-8.4. The President may call on any member to perform the duties of chairman; no substitution, however, shall extend beyond the adjournment of the particular meeting.

Sec. 2-2-8.5. Every member prior to speaking to any question shall audibly address the presiding officer as Mister or Madame President; such member shall not, however, speak further until he is recognized and named.

Sec. 2-2-8.6. Every ordinance and resolution shall be presented in writing before the same shall be passed.

Sec. 2-2-8.7. The passage of all ordinances for whatever purpose and of any resolution or motion:

1. to create any liability against the Village; or

2. for the expenditure or appropriation of its money, shall require the concurrence of a majority of the corporate authority. The ayes and nays shall be taken upon the question of the passage of the designated ordinance, resolution or motion and recorded in the minutes of the meeting. Likewise, the ayes and nays shall be taken upon the passage of any other resolution or motion at the request of any Trustees, and shall be recorded in the minutes.

Sec. 2-2-8.8. Every member present when a vote is taken shall vote unless excused by the Board of Trustees. In the event the member has a conflict of interest as identified is 15-1-4, said member shall recuse themselves from discussion and voting and leave the Board chambers while discussion and voting occurs.

Sec. 2-2-8.9. All standing committees shall consist of the President and all Trustees. All Trustees shall be appointed to each standing committee with one appointed as Chairman and a second as Vice-Chairman. All members shall be appointed by the President and confirmed by a vote of the Board of Trustees.

Sec. 2-2-8.10. The standing committees to be appointed annually shall be as follows:

(1) Finance;

(2) Public Works and Utilities;

(3) Public Health and Safety;

(4) Transportation and Road Improvement;

(5) General Administration and Personnel;

(6) Planning, Building and Zoning.

The President shall submit to the appropriate standing committee, or to such special committee as may be created, the duty of examination and review of such portion of the Municipal Code, or Boards, Commissions or Offices created thereby, as the President may determine is necessary for the benefit of the Village government.

Sec. 2-2-8.11. Special committees may be appointed for the consideration of any particular question or matter. All members shall be appointed by the President and confirmed by a vote of the Board of Trustees.

Sec. 2-2-8.12. All committees to whom any matter may be referred shall report in writing if requested by any member. Minority reports may be submitted signed by the dissenting member or members.

Sec. 2-2-8.13. On the acceptance of a final report from a special committee, such a committee shall stand discharged without vote unless it be otherwise ordered. All reports made by committees or officers of the Village, all resolutions adopted, all ordinances as presented and passed, all communications, petitions and the like received, and generally all papers presented to be acted on, shall be filed and carefully preserved by the Village Clerk.

Sec. 2-2-8.14. All petitions or communications shall be addressed to the President and Board of Trustees and shall be in writing and filed with the Village Clerk.

Sec. 2-2-8.15. When a Board member wishes to present a communication, petition, order, resolution or other original matter, he should briefly state its nature before presenting the same.

Sec. 2-2-8.16. No person, except a member of the Board, shall be permitted to address the President of the Board without the consent of the President.

Sec. 2-2-8.17. The President shall decide all questions of order, and in all cases not covered by these rules or where they are not applicable, the Board shall be governed by parliamentary law as laid down in Robert's Rules of Order, except when meeting in Executive Session when Robert's Rules of Order shall be suspended.

Sec. 2-2-8.18. When a question is before the Board, no motions shall be in order but to adjourn; lay on the table; previous questions; postpone indefinitely; postpone to a certain time; to commit; and amend. These motions shall be privileged and have precedence in the order named.

Sec. 2-2-8.19. Whenever a contract is approved by the Board, prior to signature, the Corporation Counsel and Village Manager are authorized to review and modify specific terms for the benefit of the Village subject to final signature by the Village President.

Sec. 2-2-8.20. Electronic Attendance at Meetings.

1. Rules Statement. It is the decision of the Village that any member of the Corporate Authorities or its committees or subcommittees may attend any open meetings of the Corporate Authorities or its committees or subcommittees via electronic means (such as by telephone, video, or

internet connection) provided that such attendance is in compliance with the Illinois Open Meetings Act. Subject to the following:

2. The member should notify the Village Clerk and Village President by 4:00 pm on the scheduled day of the meeting, unless impractical, so that necessary communications equipment can be arranged. Notice can be made by email or phone call and the time of phone call will be documented. The Village Clerk and Village President will notify the balance of the Village Board and the appropriate staff members of the request for electronic attendance. Inability to make the necessary technical arrangements will result in the denial of a request for remote attendance.

3. At the commencement of any such meeting of a public body of the Village, the presiding officer shall announce such method of attendance of the member participating by electronic means to the public and the reason and the Village Board shall vote on the remote attendance.

4. If the presiding officer of a public body of the Village attends the meeting through the use of other means, he or she shall vacate the chair and a temporary chair who is physically present shall preside. The temporary chair will be filled in order of succession by the Vice Chair, Mayor, Deputy Mayor or Trustee in order of seniority based on which member is physically in attendance at the meeting.

5. When electronic means are used to allow a member of a public body to participate in a meeting without being physically present, each time a member using such other means wishes to speak, such a member shall endeavor to identify himself or herself by name and be recognized by the presiding officer before speaking.

PASSED THIS ________ day of _________________, 2025

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

APPROVED THIS ______ DAY OF _______________, 2025

____
Village President

ATTEST
____
Village Clerk

Published in pamphlet form this _______ day of ____________________, 2025.

ARTICLE 2. GOVERNING BODY—MEETINGS, RULES OF ORDER

Sec. 2-2-1. Governing body.

The governing and legislative body of the Village shall consist of the President of the Village and six (6) Trustees, who shall possess the qualifications for office, be elected by the legal voters of the municipality, take the oath of office and perform the respective duties, all as provided by the Illinois Compiled Statutes.

(Ord. No. 3755-2005, § 1, 9-6-05)

Sec. 2-2-2. Regular meetings.

Regular meetings of the Village Board shall be held on the first and third Mondays of each month at 7:00 p.m. in the Council Chambers, Municipal Building, 1900 Hassell Road, Hoffman Estates, Illinois. In case such meeting shall fall on a legal holiday, then such meeting shall be held the following ~~Monday~~ Tuesday at the same time and place aforesaid. Legal holidays shall be New Year's Day, Memorial Day, the Fourth of July~~,~~ (or designated day for employees' holiday,) Labor Day, Thanksgiving Day, Christmas Eve Day (or designated day for employees' holiday,) Christmas Day (or designated day for employees' holiday.)

(Ord. No. 4214-2010, § 1, 11-8-10; Ord. No. 4255-2011, § 1, 7-25-11)

Sec. 2-2-3. Special meetings.

Special meetings may be called for any legal purpose, by the President or any three Trustees provided that the President or Trustees calling such meeting shall file with the Village Clerk a statement in writing, signed by him or them, setting forth the purpose of such special meeting and the day and hour thereof, which shall be fixed at no less than three days from the filing of any such statement. Thereupon, the Clerk shall prepare and cause to be served upon the President and each Trustee at least ~~24~~ 48 hours before the time fixed for such meeting, a notice in writing, setting forth the purpose of such special meeting and the time and place of holding the same. No business may be transacted at the special meeting except that for which it is called.~~, unless the entire Board is present and all members agree to the transaction of other business.~~ Upon agreement of all Trustees, prior notice of a special meeting may be waived.

Sec. 2-2-4. Public notice required.

Public notice of the schedule of regular meetings shall be given at the beginning of each calendar year and shall state the regular dates, times and places of such meetings. Public notices of any special meeting, or of any rescheduled regular meeting, or of any reconvened meeting, shall be given at least ~~24~~ 48 hours before such meeting. Public notice for all meetings shall be made in accordance with the Illinois Open Meetings Act requirements for public notice of meetings found in 5 ILCS 120/2.02~~. However, this requirement of public notice of reconvened meetings does not apply to any case where the meeting is to be reconvened within 24 hours or to any case where announcement of the time and place of the reconvened meeting is made at the original meeting and where there is no change in the agenda.~~

S~~ec. 2-2-5. Forms of public notice.~~

~~**Public notice shall be given by posting a copy of the notice at the Village Hall. The Village Clerk shall supply copies of its notices of regular meetings to any local newspaper of general circulation that has filed an annual request for such notice. Any such newspaper shall also be given the same notice of all special, rescheduled or reconvened meetings in the same manner as is given to members of the Board provided such newspaper has given the Village Clerk an address within the territorial jurisdiction of the Village at which such notice may be given. A majority of the corporate authorities shall constitute a quorum to do business, but a smaller number may convene from time to time, and may compel the attendance of absentees under such penalties as may be prescribed by ordinance.**~~

Formatted: Section

Sec. 2-2-6. Quorum.

A majority of the corporate authorities constitute a quorum to do business. ~~For example, at least four of the seven members constitutes a quorum.~~ ~~A smaller number, however, may convene from time to time and may compel the attendance of absentees, under whatever penalties, including a fine for a failure to attend, which the Board may prescribe by ordinance~~.

Sec. 2-2-7. Order of business.

The order of business of the Board of Trustees shall be as follows, unless otherwise established by the President and Board of Trustees:

(1) Call to Order/Roll Call;

(2) Pledge of Allegiance;

(3) ~~Recognition of Audience~~Public Comment;

(4) Approval of Minutes;

(5) Consent Agenda/Omnibus Vote (Roll Call Vote):

A. Approval of Agenda.

B. Approval of Bills.

(6) Reports:

A. President's Report.

B. Trustee ~~Comments~~Reports.

C. Village Manager's Report.

D. Village Clerk's Report.

E. Treasurer's Report.

F. Committee Reports.

(7) ~~Plan Commission/Zoning Board of Appeals~~Planning & Zoning Commission Business ~~Reports~~;

(8) Additional Business;

(9) Adjournment.

(Ord. No. 3588-2003, § 1, 12-1-03; Ord. No. 3673-2004, § 1, 10-4-04; Ord. No. 4099, § 1, 5-4-09; Ord. No. 4179-2010, § 1, 5-17-10)

Sec. 2-2-8. Rules of order.

The following rules of order for conduct of Village business by the President and Board of Trustees of the Village of Hoffman Estates are hereby adopted:

Sec. 2-2-8.1. The President shall, if present, take the chair at the hour appointed for the meeting of the Board; if the President be not present, the Deputy President shall act in the place of the President. If the President and Deputy President both be not present, the senior most Trustee ~~Board of Trustees shall elect a temporary chairman from among themselves who~~ shall act in place of the Village President. The temporary chairman shall have only the power of a presiding officer and shall retain the right to vote in his capacity as Trustee on any ordinance, resolution or motion. The position of temporary chairman shall terminate upon the adjournment of the meeting.

Sec. 2-2-8.2. The President shall preserve order and decorum. He may speak to points of order in preference to any member and shall decide points of order subject to an appeal of the Board of Trustees by any two members, on which appeal no member shall speak more than once unless by leave of the Board.

Sec. 2-2-8.3. Every question shall be distinctly stated by the President before it is opened for debate. Every motion shall be reduced to writing if the President or any member shall so demand.

Sec. 2-2-8.4. The President may call on any member to perform the duties of chairman; no substitution, however, shall extend beyond the adjournment of the particular meeting.

Sec. 2-2-8.5. Every member prior to speaking to any question shall audibly address the presiding officer as Mister or Madame President; such member shall not, however, speak further until he is recognized and named.

Sec. 2-2-8.6. Every ordinance and resolution shall be presented in writing before the same shall be passed.

Sec. 2-2-8.7. The passage of all ordinances for whatever purpose and of any resolution or motion:

1. to create any liability against the Village; or
2. for the expenditure or appropriation of its money, shall require the concurrence of a majority of ~~all members elected to the Village Board, including the President~~the corporate authority. The ayes and nays shall be taken upon the question of the passage of the ~~desig-nated~~designated ordinance, resolution or motion and recorded in the ~~journal~~ minutes of the ~~Village Board~~meeting. Likewise, the ayes and nays shall be taken upon the passage of any other resolution or motion at the request of any Trustees, and shall be recorded in the ~~journal~~minutes.

Sec. 2-2-8.8. Every member present when a vote is taken shall vote unless excused by the Board of Trustees. In the event the member has a conflict of interest as identified is 15-1-4, said member shall recuse themselves from discussion and voting and leave the Board chambers while discussion and voting occurs.. ~~or unless he shall be directly interested in the matter pending, in which case such member shall not vote.~~

Sec. 2-2-8.9. All standing committees shall consist of the President and all Trustees. All Trustees shall be appointed to each standing committee with one appointed as Chairman and a second as Vice-

Chairman. ~~The President of the Village shall be an ex-officio member of all committees.~~ All members shall be appointed by the President and confirmed by a vote of the Board of Trustees.

Sec. 2-2-8.10. ~~The President of the Village shall be ex-officio member of all committees.~~ The standing committees to be appointed annually shall be as follows:

(1) Finance;

(2) Public Works and Utilities;

(3) Public Health and Safety;

(4) Transportation and Road Improvement;

(5) General Administration and Personnel;

(6) Planning, Building and Zoning.

The President shall submit to the appropriate standing committee, or to such special committee as may be created, the duty of examination and review of such portion of the Municipal Code, or Boards, Commissions or Offices created thereby, as the President may determine is necessary for the benefit of the Village government.

Sec. 2-2-8.11. Special committees may be appointed for the consideration of any particular question or matter. All members shall be appointed by the President and confirmed by a vote of the Board of Trustees.

Sec. 2-2-8.12. All committees to whom any matter may be referred shall report in writing if requested by any member. Minority reports may be submitted signed by the dissenting member or members.

Sec. 2-2-8.13. On the acceptance of a final report from a special committee, such a committee shall stand discharged without vote unless it be otherwise ordered. All reports made by committees or officers of the Village, all resolutions adopted, all ordinances as presented and passed, all communications, petitions and the like received, and generally all papers presented to be acted on, shall be filed and carefully preserved by the Village Clerk.

Sec. 2-2-8.14. All petitions or communications shall be addressed to the President and Board of Trustees and shall be in writing and filed with the Village Clerk.

Sec. 2-2-8.15. When a Board member wishes to present a communication, petition, order, resolution or other original matter, he should briefly state its nature before presenting the same.

Sec. 2-2-8.16. No person, except a member of the Board, shall be permitted to address the President of the Board without the consent of the President.

Sec. 2-2-8.17. The President shall decide all questions of order, and in all cases not covered by these rules or where they are not applicable, the Board shall be governed by parliamentary law as laid down in Robert's Rules of Order, except when meeting in Executive Session when Robert's Rules of Order shall be suspended.

Sec. 2-2-8.18. When a question is before the Board, no motions shall be in order but to adjourn; lay on the table; previous questions; postpone indefinitely; postpone to a certain time; to commit; and amend. These motions shall be privileged and have precedence in the order named.

Sec. 2-2-8.19. Whenever a contract is approved by the Board, prior to signature, the Corporation Counsel and Village Manager are authorized to review and modify specific terms for the benefit of the Village subject to final signature by the Village President.

Sec. 2-2-8.20. Electronic Attendance at Meetings.

1. Rules Statement. It is the decision of the Village that any member of the Corporate Authorities or its committees or subcommittees may attend any open meetings of the Corporate Authorities or its committees or subcommittees via electronic means (such as by telephone, video, or internet connection) provided that such attendance is in compliance with the Illinois Open Meetings Act. Subject to the following:~~se rules and any applicable laws.~~

2. ~~Limitations on Participation In Meetings Via Electronic Means. The following rules shall apply for the participation in any open meeting of the Corporate Authorities of the Village which an member of the Corporate Authorities is participating through the use of electronic means:~~

~~a. The member must assert one of the following three reasons why he or she is unable to physically attend the meeting:~~

~~1. the member cannot attend because of personal illness or disability; or~~

~~2. the member cannot attend because of employment purposes or the business of the Village; or~~

~~3. the member cannot attend because of a family or other emergency.~~

~~b. A quorum of members of the Corporate Authorities of the Village must be physically present at the location of an open meeting. A quorum of members of the Corporate Authorities of the Village must also be physically present at the location of a closed meeting. Only one two members of the public body who is not physically present at any open or closed meeting of such a public body may participate in the meeting by electronic means consistent with the rules set forth in this section and the Illinois Open Meetings Act.~~

Formatted: List 3

2. ~~c.~~ The member should notify the Village Clerk and~~,~~ Village President~~, Village Manager, Executive Assistant or Legislative Assistant~~ by 4:00 pm on the scheduled day of the meeting, unless impractical, so that necessary communications equipment can be arranged. Notice can be made by email or phone call and the time of phone call will be documented. The Village Clerk and~~,~~ Village President~~, Village Manager, Executive Assistant or Legislative Assistant~~ will notify the balance of the Village Board and the appropriate staff members of the request for electronic attendance. Inability to make the necessary technical arrangements will result in the denial of a request for remote attendance.

Formatted: Indent: Left: 0.5", First line: 0.5"

3. ~~d.~~ At the commencement of any such meeting of a public body of the Village, the presiding officer shall announce such method of attendance of the member participating by electronic means to the public and the reason.

4. ~~e.~~ If the presiding officer of a public body of the Village attends the meeting through the use of other means, he or she shall vacate the chair and a temporary chair who is physically present shall preside. The temporary chair will be filled in order of succession by the Vice Chair, Mayor, Deputy Mayor or Trustee in order of seniority based on which member is physically in attendance at the meeting.

5. ~~f.~~ ~~When a member of a public body attends a meeting of said public body via electronic means, all votes shall be by roll call.~~

6. ~~g.~~ When electronic means are used to allow a member of a public body to participate in a meeting without being physically present, each time a member using such other means wishes to speak, such a member shall endeavor to identify himself or herself by name and be recognized by the presiding officer before speaking.

~~h. No more than one two (21) members of a public body of the Village may attend a meeting through the use of electronic means. This will be determined on a first come first served basis at the sole discretion of the Village President.~~

~~i. Members of the public body of the Village are limited to four (4) instances of electronic attendance per calendar year.~~

(Ord. No. 3318-2001, § 1, 6-25-01; Ord. No. 4014-2008, § 1, 4-22-08; Ord. No. 4081, § 1, 1-5-09; Ord. No. 4099, § 2, 5-4-09; Ord. No. 4171-2010, § 1, 3-22-10; Ord. No. 4203-2010, § 1, 9-27-10)

ARTICLE 2. GOVERNING BODY—MEETINGS, RULES OF ORDER

Sec. 2-2-1. Governing body.

The governing and legislative body of the Village shall consist of the President of the Village and six (6) Trustees, who shall possess the qualifications for office, be elected by the legal voters of the municipality, take the oath of office and perform the respective duties, all as provided by the Illinois Compiled Statutes.

(Ord. No. 3755-2005, § 1, 9-6-05)

Sec. 2-2-2. Regular meetings.

Regular meetings of the Village Board shall be held on the first and third Mondays of each month at 7:00 p.m. in the Council Chambers, Municipal Building, 1900 Hassell Road, Hoffman Estates, Illinois. In case such meeting shall fall on a legal holiday, then such meeting shall be held the following Tuesday at the same time and place aforesaid. Legal holidays shall be New Year's Day, Memorial Day, the Fourth of July (or designated day for employees' holiday,) Labor Day, Thanksgiving Day, Christmas Eve Day (or designated day for employees' holiday,) Christmas Day (or designated day for employees' holiday.)

(Ord. No. 4214-2010, § 1, 11-8-10; Ord. No. 4255-2011, § 1, 7-25-11)

Sec. 2-2-3. Special meetings.

Special meetings may be called for any legal purpose, by the President or any three Trustees provided that the President or Trustees calling such meeting shall file with the Village Clerk a statement in writing, signed by him or them, setting forth the purpose of such special meeting and the day and hour thereof, which shall be fixed at no less than three days from the filing of any such statement. Thereupon, the Clerk shall prepare and cause to be served upon the President and each Trustee at least 48 hours before the time fixed for such meeting, a notice in writing, setting forth the purpose of such special meeting and the time and place of holding the same. No business may be transacted at the special meeting except that for which it is called. Upon agreement of all Trustees, prior notice of a special meeting may be waived.

Sec. 2-2-4. Public notice required.

Public notice of the schedule of regular meetings shall be given at the beginning of each calendar year and shall state the regular dates, times and places of such meetings. Public notices of any special meeting, or of any rescheduled regular meeting, or of any reconvened meeting, shall be given at least 48 hours before such meeting. Public notice for all meetings shall be made in accordance with the Illinois Open Meetings Act requirements for public notice of meetings found in 5 ILCS 120/2.02

Sec. 2-2-6. Quorum.

A majority of the corporate authorities constitute a quorum to do business.

Sec. 2-2-7. Order of business.

The order of business of the Board of Trustees shall be as follows, unless otherwise established by the President and Board of Trustees:

(1) Call to Order/Roll Call;

(2) Pledge of Allegiance;

(3) Public Comment;

(4) Approval of Minutes;

(5) Consent Agenda/Omnibus Vote (Roll Call Vote):

A. Approval of Agenda.

B. Approval of Bills.

(6) Reports:

A. President's Report.

B. Trustee Reports.

C. Village Manager's Report.

D. Village Clerk's Report.

E. Treasurer's Report.

F. Committee Reports.

(7) Planning & Zoning Commission Business;

(8) Additional Business;

(9) Adjournment.

(Ord. No. 3588-2003, § 1, 12-1-03; Ord. No. 3673-2004, § 1, 10-4-04; Ord. No. 4099, § 1, 5-4-09; Ord. No. 4179-2010, § 1, 5-17-10)

Sec. 2-2-8. Rules of order.

The following rules of order for conduct of Village business by the President and Board of Trustees of the Village of Hoffman Estates are hereby adopted:

Sec. 2-2-8.1. The President shall, if present, take the chair at the hour appointed for the meeting of the Board; if the President be not present, the Deputy President shall act in the place of the President. If the President and Deputy President both be not present, the senior most Trustee shall act in place of the Village President. The temporary chairman shall have only the power of a presiding officer and shall retain the right to vote in his capacity as Trustee on any ordinance, resolution or motion. The position of temporary chairman shall terminate upon the adjournment of the meeting.

Sec. 2-2-8.2. The President shall preserve order and decorum. He may speak to points of order in preference to any member and shall decide points of order subject to an appeal of the Board of Trustees by any two members, on which appeal no member shall speak more than once unless by leave of the Board.

Sec. 2-2-8.3. Every question shall be distinctly stated by the President before it is opened for debate. Every motion shall be reduced to writing if the President or any member shall so demand.

Sec. 2-2-8.4. The President may call on any member to perform the duties of chairman; no substitution, however, shall extend beyond the adjournment of the particular meeting.

Sec. 2-2-8.5. Every member prior to speaking to any question shall audibly address the presiding officer as Mister or Madame President; such member shall not, however, speak further until he is recognized and named.

Sec. 2-2-8.6. Every ordinance and resolution shall be presented in writing before the same shall be passed.

Sec. 2-2-8.7. The passage of all ordinances for whatever purpose and of any resolution or motion:

1. to create any liability against the Village; or
2. for the expenditure or appropriation of its money, shall require the concurrence of a majority of the corporate authority. The ayes and nays shall be taken upon the question of the passage of the designated ordinance, resolution or motion and recorded in the minutes of the meeting. Likewise, the ayes and nays shall be taken upon the passage of any other resolution or motion at the request of any Trustees, and shall be recorded in the minutes.

Sec. 2-2-8.8. Every member present when a vote is taken shall vote unless excused by the Board of Trustees. In the event the member has a conflict of interest as identified is 15-1-4, said member shall recuse themselves from discussion and voting and leave the Board chambers while discussion and voting occurs.

Sec. 2-2-8.9. All standing committees shall consist of the President and all Trustees. All Trustees shall be appointed to each standing committee with one appointed as Chairman and a second as Vice-Chairman. All members shall be appointed by the President and confirmed by a vote of the Board of Trustees.

Sec. 2-2-8.10. The standing committees to be appointed annually shall be as follows:

(1) Finance;

(2) Public Works and Utilities;

(3) Public Health and Safety;

(4) Transportation and Road Improvement;

(5) General Administration and Personnel;

(6) Planning, Building and Zoning.

The President shall submit to the appropriate standing committee, or to such special committee as may be created, the duty of examination and review of such portion of the Municipal Code, or Boards, Commissions or Offices created thereby, as the President may determine is necessary for the benefit of the Village government.

Sec. 2-2-8.11. Special committees may be appointed for the consideration of any particular question or matter. All members shall be appointed by the President and confirmed by a vote of the Board of Trustees.

Sec. 2-2-8.12. All committees to whom any matter may be referred shall report in writing if requested by any member. Minority reports may be submitted signed by the dissenting member or members.

Sec. 2-2-8.13. On the acceptance of a final report from a special committee, such a committee shall stand discharged without vote unless it be otherwise ordered. All reports made by committees or officers of the Village, all resolutions adopted, all ordinances as presented and passed, all communications, petitions and the like received, and generally all papers presented to be acted on, shall be filed and carefully preserved by the Village Clerk.

Sec. 2-2-8.14. All petitions or communications shall be addressed to the President and Board of Trustees and shall be in writing and filed with the Village Clerk.

Sec. 2-2-8.15. When a Board member wishes to present a communication, petition, order, resolution or other original matter, he should briefly state its nature before presenting the same.

Sec. 2-2-8.16. No person, except a member of the Board, shall be permitted to address the President of the Board without the consent of the President.

Sec. 2-2-8.17. The President shall decide all questions of order, and in all cases not covered by these rules or where they are not applicable, the Board shall be governed by parliamentary law as laid down in Robert's Rules of Order, except when meeting in Executive Session when Robert's Rules of Order shall be suspended.

Sec. 2-2-8.18. When a question is before the Board, no motions shall be in order but to adjourn; lay on the table; previous questions; postpone indefinitely; postpone to a certain time; to commit; and amend. These motions shall be privileged and have precedence in the order named.

Sec. 2-2-8.19. Whenever a contract is approved by the Board, prior to signature, the Corporation Counsel and Village Manager are authorized to review and modify specific terms for the benefit of the Village subject to final signature by the Village President.

Sec. 2-2-8.20. Electronic Attendance at Meetings.

1. Rules Statement. It is the decision of the Village that any member of the Corporate Authorities or its committees or subcommittees may attend any open meetings of the Corporate Authorities or its committees or subcommittees via electronic means (such as by telephone, video, or internet connection) provided that such attendance is in compliance with the Illinois Open Meetings Act. Subject to the following:

2. The member should notify the Village Clerk and Village President by 4:00 pm on the scheduled day of the meeting, unless impractical, so that necessary communications equipment can be arranged. Notice can be made by email or phone call and the time of phone call will be documented. The Village Clerk and Village President will notify the balance of the Village Board and the appropriate staff members of the request for electronic attendance. Inability to make the necessary technical arrangements will result in the denial of a request for remote attendance.

3. At the commencement of any such meeting of a public body of the Village, the presiding officer shall announce such method of attendance of the member participating by electronic means to the public and the reason.

4. If the presiding officer of a public body of the Village attends the meeting through the use of other means, he or she shall vacate the chair and a temporary chair who is physically present shall preside. The temporary chair will be filled in order of succession by the Vice Chair, Mayor, Deputy Mayor or Trustee in order of seniority based on which member is physically in attendance at the meeting.

5. When electronic means are used to allow a member of a public body to participate in a meeting without being physically present, each time a member using such other means wishes to speak, such a member shall endeavor to identify himself or herself by name and be recognized by the presiding officer before speaking.

(Ord. No. 3318-2001, § 1, 6-25-01; Ord. No. 4014-2008, § 1, 4-22-08; Ord. No. 4081, § 1, 1-5-09; Ord. No. 4099, § 2, 5-4-09; Ord. No. 4171-2010, § 1, 3-22-10; Ord. No. 4203-2010, § 1, 9-27-10)

AGENDA ITEM REPORT
Village Board of Trustees
May 19, 2025
ITEM 5D

REQUEST:	Approval of an ordinance appointing a Director and Alternate Directors to the Solid Waste Agency of Northern Cook County (SWANCC).
FROM:	Jon Pape, Assistant Village Manager
ITEM TYPE:	Ordinance - Village Board

REQUEST SUMMARY

Solid Waste Agency of Northern Cook County (SWANCC) Board members are required to be appointed every two years, per the SWANCC bylaws. The previous appointment terms expired on April 30, 2025. Only the Mayor, Trustees, and the Village Manager are eligible to be appointed as a Director. A staff member may serve as an Alternate Director.

FINANCIAL IMPACT

None.

RECOMMENDATION

Request Board approval of an Ordinance appointing a Director and Alternate Directors to the Solid Waste Agency of Northern Cook County (SWANCC).

ATTACHMENTS

1. Ordinance Appointing a Director and Alternate Directors to the SWANCC Board

ORDINANCE NO. __________ - 2025

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE APPOINTING A
DIRECTOR AND ALTERNATE DIRECTOR
TO THE SOLID WASTE AGENCY
OF NORTHERN COOK COUNTY

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 President and Board of Trustees of the Village of Hoffman Estates appoint Eric J. Palm, Village Manager, as the Village's Director on the Board of Directors of the Solid Waste Agency of Northern Cook County and appoint William D. McLeod, Village President, Anna Newell, Village Trustee and Jonathan F. Pape, Assistant Village Manager, as its Alternate Directors, in each case for a term expiring April 30, 2027 or until their successor is appointed.

Section 2: That the Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 3: That this Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS ________ day of _________________, 2025

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

APPROVED THIS ______ DAY OF _______________, 2025

____
Village President

ATTEST:

____
Village Clerk

Published in pamphlet form this _______ day of ____________________, 2025.

AGENDA ITEM REPORT
Village Board of Trustees
May 19, 2025
ITEM 5E

REQUEST: Approval of an ordinance proposing the establishment of a Special Service Area in the Village of Hoffman Estates, Illinois and providing for a public hearing and other related procedures - Special Service Area 2025-1 (Kensington Fields).

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

ITEM TYPE: Ordinance - Village Board

REQUEST SUMMARY

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

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

A public hearing on the establishment of SSA 2025-1 shall be held on July 21, 2025. Prior to the hearing, the Village will send the required notice to taxpayers of record (Pulte Homes) within the proposed SSA and will publish notice of the public hearing in a newspaper of general circulation pursuant to the requirements of the Special Service Area Tax Law. After final adjournment of the public hearing, the Village Board may pass an ordinance establishing Special Service Area 2025-1, which will only take effect after a 60-day objection period, provided that the objection threshold is not met.

FINANCIAL IMPACT

N/A

RECOMMENDATION

Approval of an Ordinance proposing the establishment of a Special Service Area in the Village of Hoffman Estates, Illinois, and providing for a public hearing and other related procedures for Special Service Area 2025-1 (Kensington Fields).

ATTACHMENTS

1. Kensington Fields Ordinance - Call for Hearing

ORDINANCE NO. _______________ - 2025

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE PROPOSING THE ESTABLISHMENT OF A SPECIAL SERVICE AREA IN THE VILLAGE OF HOFFMAN ESTATES, ILLINOIS AND PROVIDING FOR A PUBLIC HEARING AND OTHER RELATED PROCEDURES
Special Service Area 2025-1
(Kensington Fields)

WHEREAS, the Village of Hoffman Estates, Cook County, Illinois (the "Village") is a home rule municipality within Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, pursuant to the power granted to the Village in item (2) of subsection (l) of Section 6 of Article VII of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 et seq. (the "Tax Law"), the Village is authorized to create special service areas in and for the Village and to levy taxes in order to pay for the provision of special services to said special service areas within the boundaries of the Village; and

WHEREAS, on October 7, 2024; the President and Board of Trustees of the Village approved Ordinance 5116-2024 which granted an amendment to the Poplar Creek RPD General Plan of Development, Preliminary and Final Plat of Subdivision, Preliminary and Final Site Plan, Master Sign Plan, and a Variation from the Municipal Code for Kensington Fields townhomes located at 1950 Hassell Road, Hoffman Estates, Illinois; approval of which included a condition requiring the establishment of a Special Service Area prior to the issuance of the first building permit; and

WHEREAS**,** the Area is accurately depicted on the map marked as Exhibit 2 which is attached hereto and made a part hereof; and

WHEREAS, it is in the public interest that the President and Board of Trustees of the Village consider the establishment of a special service area to provide the Services for the Area; and

WHEREAS, the Area is compact and contiguous, and totally within the corporate limits of the Village; and

WHEREAS, the provision of the Services pertains to the government and affairs of the Village; and

WHEREAS, the Area will benefit specially from the Services to be provided in the event the special service area is established, and the Services are unique and in addition to the municipal services provided generally throughout the Village, and it is, therefore, in the best interests of the Village that the establishment of the Area be considered; and

WHEREAS, it is in the public interest that levy of a direct annual *ad valorem* tax upon all taxable property within the Area being considered for the purpose of paying the cost of providing the Services; and

WHEREAS, the revenue from such tax shall be used solely and only for Services for which the Village is authorized under the provisions of the Illinois Municipal Code, as amended, to levy taxes or special assessments or to appropriate the funds of the Village, all of the Services to be in and for the Area and all of the necessary Services to be on property now owned or to be acquired by the Village, or property in which the Village will obtain an interest sufficient for the provision of the Services used for the special service area and all of the necessary construction.

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: Incorporation of Preambles. The preambles of this ordinance constitute legislative findings and are hereby incorporated into this text as if set out herein in full.

Section 2: Findings. The President and Board of Trustees of the Village of Hoffman Estates make the following findings of fact:

A. The approximate location is the 13.39-acre property along Hassell Rd with a common address of 1950 Hassell Rd. The legal description, common address, and Property Identification number for the property which will comprise the Special Service Area 2025-1 (hereinafter "Area") is attached hereto as Exhibit 1.

B. It is in the public interest that the President an Board of Trustees of the Village consider the establishment of a special service area to provide the Services for the Area.

C. The Area is compact and contiguous, and totally within the corporate limits of the Village as evidenced by the proposed map of Special Service Area 2025-1 attached hereto as Exhibit 2.

D. The provision of the Services pertains to the government and affairs of the Village.

E. The proposed Services are for maintenance and other purposes as set forth in the preambles.

F. The Area will benefit specially from the Services to be provided in the event the special service area is established, and the Services are unique and in addition to the municipal services provided generally throughout the Village, and it is, therefore, in the best interests of the Village that the establishment of the Area be considered.

G. It is in the public interest that levy of a direct annual *ad valorem* tax upon all taxable property within the Area be considered for the purpose of paying the cost of providing the Services.

H. The revenue from such tax shall be used solely and only for Services for which the Village is authorized under the provisions of the Illinois Municipal Code, as amended, to levy taxes or special assessments or to appropriate the funds of the Village, all of the Services to be in and for the Area and all of the necessary Services to be on property now owned or to be acquired by the Village, or property in which the Village will obtain an interest sufficient for the provision of the Services used for the special service area and all of the necessary construction.

Section 3: Proposal. The Village hereby proposes the establishment of a special service area for the Area to be known as "Special Service Area 2025-1" for the purpose of providing the Services and providing funding for the costs incurred by the Village in connection with said Services.

Section 4: Public Hearing. A public hearing shall be held on the 21st day of July 2025, at 6:55 p.m. or as soon thereafter as possible, at the Village Hall for the Village of Hoffman Estates, Cook County, Illinois, 1900 Hassell Road, Hoffman Estates, IL 60169 (the "Hearing"), to consider the following:

A. The establishment of Special Service Area 2025-1 of the Village of Hoffman Estates in the Area which is legally described in Exhibit 1 and depicted on the map marked Exhibit 2.

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

Section 5: Notice of the Hearing. The Village Clerk is directed to provide notice of the public hearing ("Notice") in accordance with the requirements of Section 27-25 of 35 ILCS 200, aforesaid, and this Ordinance.

A. Form of Notice. The Notice shall be substantially in the form of Exhibit 3 attached hereto and made a part hereof.

B. Manner of Notice. The Notice shall be given by publication and mailing.

1. Notice by publication shall be given by publication at least once not less than fifteen (15) days prior to the hearing in a newspaper of general circulation within the Village.

2. Notice by mailing shall be given by depositing the notice in the United States mails

addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the proposed special service area. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property. The notice shall be mailed not less than 10 days prior to the time set for the public hearing.

Section 6: Conduct of Hearing. At the public hearing, any interested person, including all persons owning taxable property located within the proposed special service area, may file with the Village Clerk written objections to and may be heard orally in respect to any issues embodied in the notice of public hearing. The Village shall hear and determine all protests and objections at the hearing and the hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene. At the public hearing or at the first regular meeting of the corporate authorities thereafter, the Village may delete area from the proposed special service area so long as it remains a contiguous area as defined in Section 27-5 of the Tax Law.

Section 7: Objection Petition. If a petition signed by at least 51% of the electors residing within the proposed Special Service Area 2025-1 and by at least 51% of the owners of record of the land included within the boundaries of the proposed Special Service Area 2025-1 is filed with the Village Clerk within 60 days following the final adjournment of the public hearing objecting to the creation of the proposed Special Service Area 2025-1, the enlargement thereof, the levy or imposition of a tax for the provision of special services to the proposed Special Service Area 2025-1, then the proposed Special Service Area 2025-1 shall not be created or enlarged, or the tax shall not be levied or imposed. Each resident of the proposed Special Service Area 2025-1 registered to vote at the time of the public hearing held with regard to the proposed Special Service Area 2025-1 shall be considered an elector. Each person in whose name legal title to land included within the boundaries of the proposed Special Service Area 2025-1 is held according to the records of the county in which the land is located shall be considered an owner of record. Owners of record shall be determined at the time of the public hearing held with regard to proposed Special Service Area 2025-1. Land owned in the name of a land trust, corporation, estate or partnership shall be considered to have a single owner of record.

Section 8: Effective Date. This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS ________ day of _________________, 2025

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

APPROVED THIS ______ DAY OF _______________, 2025

____
Village President

ATTEST:

____
Village Clerk

Published in pamphlet form this _______ day of ____________________, 2025

EXHIBIT 1
Boundaries of Area

LEGAL DESCRIPTION:

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

Common Address: 1950 Hassell Road

PIN: 07-05-300-003-0000

EXHIBIT 2

Map

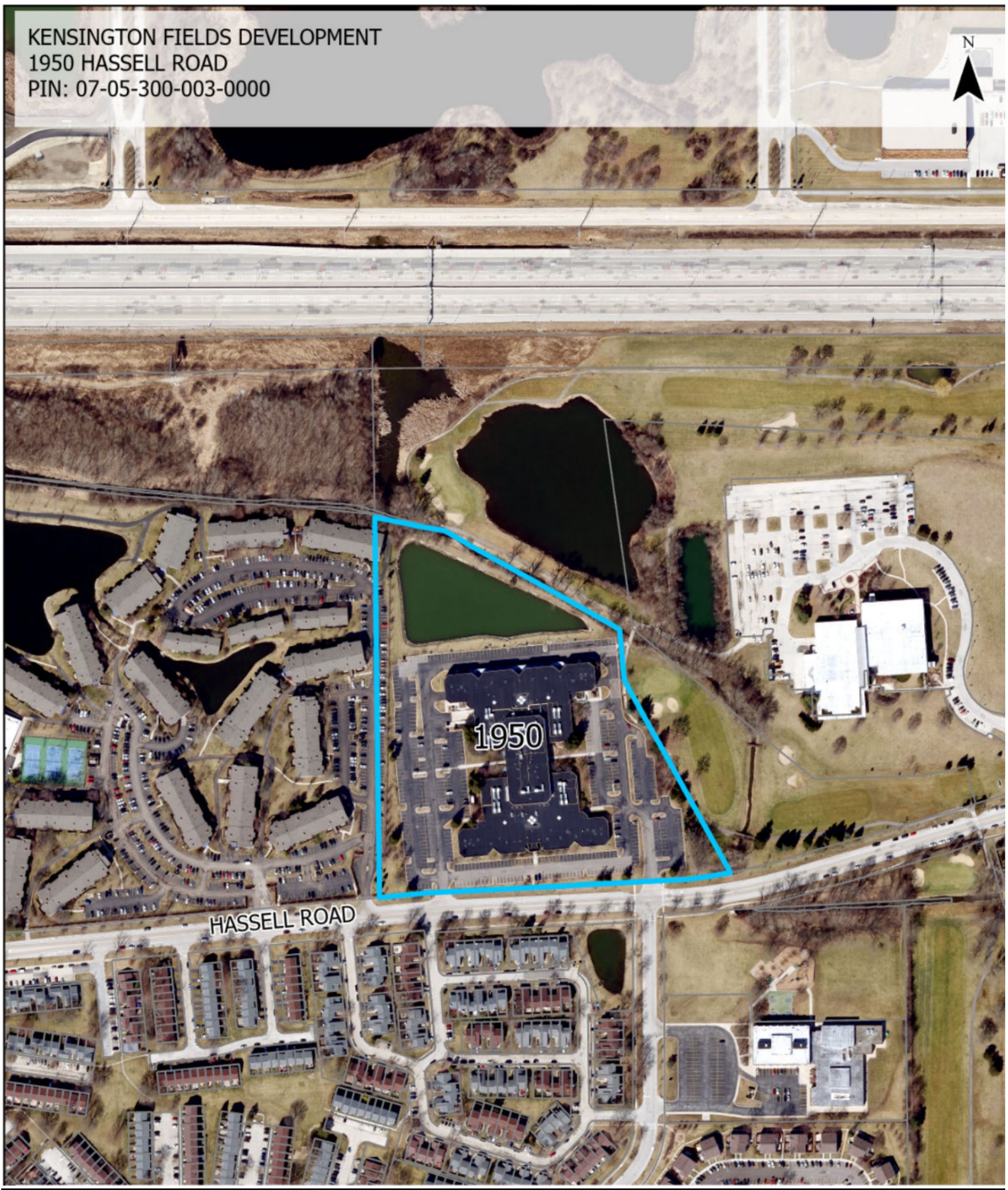


EXHIBIT 3

NOTICE OF HEARING
VILLAGE OF HOFFMAN ESTATES, COOK COUNTY, ILLINOIS
THE PROPOSED CREATION OF SPECIAL SERVICE AREA NO. 2025-1

NOTICE IS HEREBY GIVEN that on the 21st day of July, 2025 at 6:55 p.m., or as soon thereafter as possible, in the Village Hall for the Village of Hoffman Estates, Cook County, Illinois, 1900 Hassell Road, Hoffman Estates, IL 60169, a hearing will be held by the President and Board of Trustees of the Village of Hoffman Estates, Cook County, Illinois, to consider the establishment of a special service area to be called "Special Service Area No. 2025-1" consisting of the real property legally described as attached hereto on Notice Exhibit A and incorporated herein (the "Area"). The Area is accurately depicted on the map attached hereto on Exhibit B and incorporated herein.

All interested persons, including all persons owning taxable real property located within the proposed Special Service Area No. 2025-1, may file written objections with the Village Clerk and will be given an opportunity to be heard at the hearing regarding the formation of and the boundaries of the proposed Special Service Area No. 2025-1, and the tax levy and an opportunity to file objections to the amount of the tax levy.

The purpose for the formation of the proposed Special Service Area No. 2025-1, in general, is to provide special governmental services for maintaining, repairing, and reconstructing stormwater improvements, including all storm sewers, detention systems, stormwater detention or retention basins, and compensatory storage facilities that are necessary or desirable to convey stormwater drainage from, or store stormwater drainage (collectively the "Services"), in the Area. The proposed Services are for maintenance and other purposes as required to provide the Services.

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

The President and Board of Trustees shall hear and determine all protests and objections at the hearing and the hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene. At the public hearing or at the first regular meeting thereafter, the President and Board of Trustees may delete area from the proposed Special Service Area No. 2025-1.

In accordance with the provisions of Section 27-55 of 35 ILCS 200, if a petition signed by at least 51% of the electors residing within the special service area and by at least 51% of the owners of record of the land included within the boundaries of the special service area is filed with the Village Clerk within 60 days following the final adjournment of the public hearing, objecting to the creation of the special service district, the enlargement of the area, the levy or imposition of a tax for the provision of special services to the area, or to a proposed increase in the tax rate, the district shall not be created or enlarged, or the tax shall not be levied or imposed nor the rate increased.

Dated this ____day of__________, 2025

____
VILLAGE CLERK

EXHIBIT A
Boundaries of Area

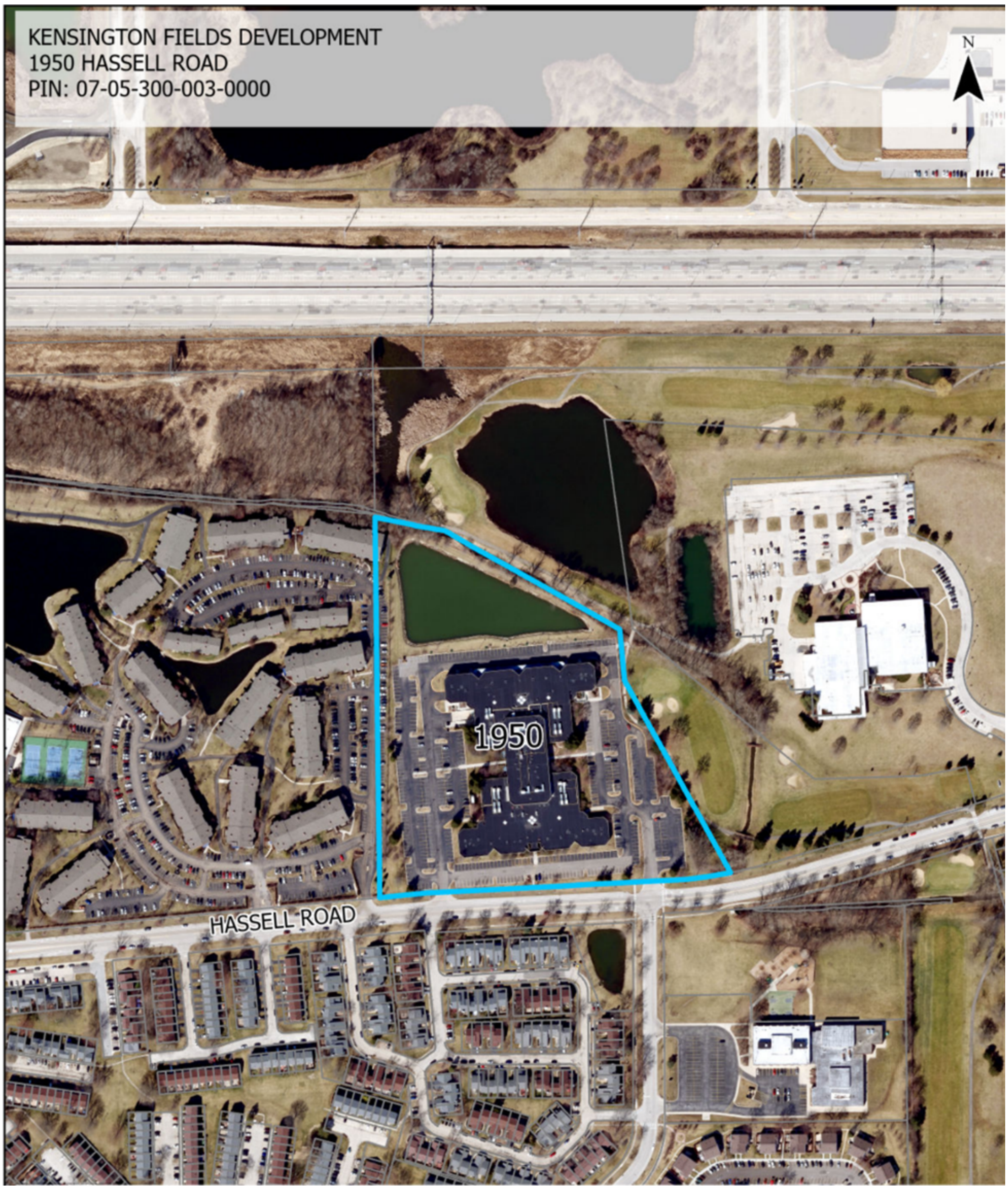
LEGAL DESCRIPTION:

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

Common Address: 1950 Hassell Road

PIN: 07-05-300-003-0000

EXHIBIT B
Map of the Area



AGENDA ITEM REPORT
Village Board of Trustees
May 19, 2025
ITEM 5F

REQUEST:	Request approval of an amendment to the Licensed User Agreement between the Village of Hoffman Estates and Ticketmaster LLC to provide a Pricing Addendum.
FROM:	Ben Gibbs, General Manager - NOW Arena Dan O'Malley, Deputy Village Manager
ITEM TYPE:	Agreement - Village Board

REQUEST SUMMARY

The Village approved a five-year agreement with Ticketmaster in 2024 to provide ticketing services for the NOW arena through June 30, 2029. Ticketmaster has been a good partner with the arena and arena staff have been very satisfied with their ticketing services. Ticketmaster handles all ticketing needs of the NOW Arena and is the exclusive vendor. Arena revenue is generated by fees to customers for online tickets sold through Ticketmaster for each event. This is the convenience fee and the arena receives a portion of this revenue. In addition to the convenience fee, there is an order fee that is charged which is a one-time fee applied to the entire ticket order. The order fee revenue is generated solely to the NOW Arena. As of May 2025, the Federal Trade Commission (FTC) passed a new rule that has changed the fee structure of event ticketing. Ticketmaster can no longer charge an order fee, only the per ticket convenience fee is permitted.

With the new FTC rule, the order fee will no longer be applied to each online Ticketmaster ticket order. Historically, the NOW Arena has applied charges to the order fee for each order, which generates annual revenue. To avoid losing this revenue, the per ticket convenience fee would be increased approximately $1.75 per ticket. This was calculated based on the average order of three tickets. As such, increasing the convenience fee by this amount, the NOW Arena should maintain the revenue currently generated. The current Ticketmaster agreement allows for the NOW Arena to increase convenience fees without restriction. However, if the fee per ticket exceeds a certain threshold, Ticketmaster would receive a portion of the additional revenue. As the NOW Arena intends to increase the per ticket convenience fee to maintain existing revenues, the Arena does not want to surpass this threshold. Accordingly, the proposed amendment would increase the per ticket threshold by $3.25 to $16, which should be sufficient given the anticipated increase is substantially less. In addition, the NOW Arena generates revenue from Platinum and VIP tickets. These are specialty ticket packages created by promoters of the event and usually include additional amenities at a premium price. At present, Ticketmaster charges the customer 18% for each VIP/Platinum ticket sold, and the NOW Arena receives 30% of that amount. The proposed amendment would increase the 18% to 22%, which could provide additional revenue on the sales of these premium tickets.

FINANCIAL IMPACT

The purpose of this amendment is to comply with the FTC regulation and keep the impact of compliance net neutral to the arena revenue. The proposed increase of fees is based on historic averages of the number of tickets per order. If the number of tickets per order is substantially different from historic averages, it is possible the arena could generate more or less revenue compared to the current agreement. Despite this uncertainty, the per ticket average has been stable for several years, and it would seem unlikely the customer buying behavior would change dramatically. The agreement does permit the NOW Arena to change the convenience fees on an event-by-event basis, which ensures the fees can be adjusted if the data indicates the need to do so. Also, the proposed amendment includes a true up provision that allows Ticketmaster and NOW Arena to seek reimbursement if the new fee structure has materially disadvantaged either party.

RECOMMENDATION

Request approval of an amendment to the Licensed User Agreement between the Village of Hoffman Estates and Ticketmaster LLC to provide a Pricing Addendum.

ATTACHMENTS

1. TM Licensed User Agreement Amendment 2025

PRICING ADDENDUM TO LICENSED USER AGREEMENT

THIS PRICING ADDENDUM TO LICENSED USER AGREEMENT ("Addendum") is entered and made effective as of April 1, 2025 ("Effective Date"), by and between Ticketmaster L.L.C., a Virginia limited liability company ("Ticketmaster"), on the one hand, and Village of Hoffman Estates ("Principal"), with reference to the following:

A. Ticketmaster and Principal entered into that certain Licensed User Agreement dated as of October 15, 2024 (as may or may not have been amended, the "Agreement").

B. Ticketmaster and Principal desire to amend the Agreement in certain respects as set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree, effective as of the Effective Date (unless otherwise expressly set forth in this Addendum), as follows:

1. Defined Terms. The meanings of capitalized terms used and not otherwise defined within this Addendum have the meanings assigned to them in the Agreement.

2. Fee Adjustments.

a. Beginning May 12, 2025, the parties agree to: (i) eliminate the assessment of per order processing fees charged to consumers in connection with the sale of Tickets to Attractions in compliance with the FTC's Rule on Unfair or Deceptive Fees, 16 CFR Part 464 (effective May 12, 2025) (the "FTC Rule"), and (ii) amend the per ticket convenience charges assessable against consumers in connection with the sale of tickets to Attractions, each as set forth below. The parties' intent is to reasonably compensate the parties for the resulting lost fee revenue that would otherwise be due each party under the terms of the Agreement as it existed prior to this Addendum.

b. For avoidance of doubt, neither Ticketmaster nor Principal shall assess any per order processing fee, per order handling charge, or similar per order fee against consumers purchasing tickets to Principal's Attractions, and neither Principal nor Ticketmaster shall be entitled to retain any portion of such per order fee as a royalty. For clarity, except as expressly modified by this Addendum, all elements of the existing economics under the Agreement shall remain in effect.

c. The following modifications reflects the parties' best efforts to determine fee adjustments necessary to maintain revenue parity based on your actual ticket sales, total orders, and collected processing fees over the past 12 months under the Agreement.
    i. Ticket Fee Split Cap Increase of $3.25 to $16.00
    ii. Platinum and VIP Buyer Fee will increase to 22%

3. Process. Beginning May 12, 2025, all new Attractions set-up will reflect the foregoing adjustments. Ticketmaster shall work in good faith with Principal to determine implementation of the foregoing adjustments for already set-up Attractions as of the Effective Date.

4. Intent; True Up Process. The parties hereby acknowledge that this Addendum is being agreed in response to the FTC Rule. Despite the fee adjustments detailed in Section 2 (above), it is the parties' express intent to maintain the status quo as it relates to the overall economics of the Agreement as it existed prior to this Addendum, such that no party is disadvantaged by this Addendum. In accordance with the foregoing, Ticketmaster and Principal agree that on a mutually agreed date within twelve (12) months following execution of this Addendum, the parties shall review the fees paid pursuant to the Agreement (and in accordance with this Addendum), to ensure that the adjustments hereunder do not materially disadvantage either Ticketmaster or Principal. If it is uncovered that either of Ticketmaster or Principal is so materially disadvantaged by the adjustments contemplated by this Addendum, the parties shall negotiate in good faith (i) new adjustments to the fee structure contained within the Agreement, as modified by this Addendum, to ensure such party is not materially disadvantaged going forward, and (ii) to ensure any materially disadvantaged Party is fairly compensated for any loss of revenue incurred up to the date of any such review, as agreed between the parties. The fees review referenced above will compare the additional service charge revenue generated under the terms of this Addendum versus what the order processing fee revenue would have been in lieu of the FTC ruling. Following such negotiations, the parties shall memorialize a revised fee structure in good faith by subsequent amendment or addendum executed by the parties in writing. For avoidance of doubt, the foregoing review shall only occur once following execution of this Addendum.

5. Conflicting Terms. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control. Except as specifically set forth in this Addendum to the contrary, all terms and conditions of the Agreement are in full force and effect, shall continue in full force and effect throughout the Term and are ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have duly executed this Addendum as of the Effective Date:

TICKETMASTER L.L.C.,
a Virginia limited liability company

DocuSigned by:

By: Geoff Carns
3FCC35DF8BD7444...

Title: SVP – Venues & Promoters

Name: Geoff Carns

Village of Hoffman Estates

By:______________________________

Title: Mayor of Hoffman Estates

Name: William McLeod

AGENDA ITEM REPORT
Village Board of Trustees
May 19, 2025
ITEM 5G

REQUEST: Approval of:

a. the termination of the CDBG-CV Agreement with North West Housing Partnership (NWHP) for the Utility and/or Rental Assistance Project; and
b. a CDBG-CV Agreement with Clearbrook for HVAC replacements at 1260 W. Higgins Road.

FROM: Peter Gugliotta, Director of Development Services
Michael Walker, Community Planner

ITEM TYPE: Agreement - Village Board

REQUEST SUMMARY

North West Housing Partnership's (NWHP) 2020 CV-Public Services - Utility and/or Rental Assistance CDBG-CV project is coming to an end. Said project was initially awarded $173,860 from HUD and from that, $129,770.74 was spent assisting residents. NWHP requested more time to inform additional potential clients, but no payments have been made to this project in over 270 days, indicating that the eligible need for these services has dried up. The remaining $44,089.26 needs to be reallocated to a different project in order to spend out the funds in our community prior to any pullback dates from HUD.

Clearbrook, an Arlington Heights' based nonprofit, has been successfully serving the community for over 70 years in the realm of intellectual/developmental disabilities (IDD). Clearbrook has made it known to the Village that an upcoming project could use financial support. Their 1260 W. Higgins locations needs 3 rooftop HVAC units that involve eligible costs well over the remaining $44,089.26 of funds. Considering Clearbrook's successful history with working to meet the needs of our community, being a successful partner with the Village, and already completing a CDBG-CV facilities project of $100,000 in a timely and professional manner, staff recommends allocating the remaining CDBG-CV funds from the Utility and/or Rental Assistance CDBG-CV project to Clearbrook for the replacement of HVAC units at the property located at 1260 W. Higgins Road, pending successful completion of an Environmental Review Record (ERR) and the signing of the attached agreement.

FINANCIAL IMPACT

N/A

RECOMMENDATION

Approval of:

a. the termination of the CDBG-CV Agreement with North West Housing Partnership (NWHP) for the Utility and/or Rental Assistance Project; and
b. a CDBG-CV Agreement with Clearbrook for HVAC replacements at 1260 W. Higgins Road.

ATTACHMENTS

1. Agreement VOHE Clearbrook HVAC 2025 CDBG CV3

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN
VILLAGE OF HOFFMAN ESTATES
AND
CLEARBROOK
FOR
FACILITY IMPROVEMENTS THAT PREVENT, PREPARE FOR OR RESPOND TO CORONAVIRUS

THIS AGREEMENT (hereinafter called the "Agreement"), entered this _____ day of _______________, 2025 (the "Effective Date") by and between the **Village of Hoffman Estates** (hereinafter called the "Grantee") and **Clearbrook, an Illinois Corporation (**hereinafter called the "Subrecipient" or "Clearbrook").

WHEREAS, the Grantee has applied for and received funds from the United States Government (hereinafter called the "Grantor") under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities. The Village (as "Recipient") receives Community Development Block Grant (hereinafter "CDBG") funds annually from the Department of Housing and Urban Development (hereinafter referred to as "HUD"). The Subrecipient will be responsible for administering CDBG facility improvement activities on behalf of the Village that will include the contracting of construction services and installation of materials in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. The facility improvements shall take place at 1260 West Higgins Road within the Village of Hoffman Estates and operated by Clearbrook. The HVAC facility improvement activities shall be administered in a manner that prevents, prepares for, or responds to coronavirus, as defined by the Federal Coronavirus Aid, Relief and Economic Security (CARES) Act signed into law on March 27, 2020. Such facility improvements will include the following activities eligible under the CDBG program and CDBG coronavirus funding (hereinafter "CV"):

Program Delivery

Facility Improvements and Rehabilitation:

- The Subrecipient will administer HVAC facility improvements at Clearbrook's 1260 West Higgins location.

B. National Objectives. The Subrecipient certifies that the activities carried out under this Agreement will benefit low- and moderate-income persons, pursuant to and in accordance with 24 CFR 570.208(a)(2). This CDBG Program National Objective will be met by Clearbrook's purchase, installation and utilization of improved HVAC rooftop units to ensure quality air to prevent, prepare for, or respond to coronavirus.

C. Performance Monitoring. The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated in the Scope of Service. Performance reports shall be due to the Grantee at a date determined by the Grantee. The Subrecipient is required to submit the final performance report within the last payment request. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. AGREEMENT TO UNDERTAKE PROJECT

The Subrecipient agrees to undertake the work and activities described herein and in its Project Narrative, submitted as part of Clearbrook's formal application for CDBG-CV funds on March 11, 2025.

III. GRANT AWARD

The Grantee hereby agrees to make a grant for a sum not to exceed $44,089.26. The Subrecipient agrees to abide by the HCD Act and to use said funds solely for the purpose of paying for the work and activities described in the Scope of Service.

IV. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

The Subrecipient shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. The Subrecipient shall be liable to the Grantee in the same manner that the Grantee shall be liable to the Federal Government, and, shall further be liable to perform all acts to the Grantee in the same manner the Grantee performs these functions to the Federal Government. Provided, however, that the Grantee may, from time to time, impose stricter regulations or requirements than required by Federal laws, rules and regulations, and that the Subrecipient agrees to comply with said Grantee regulations or requirements.

V. TERM OF AGREEMENT

This Agreement shall be effective as of the Effective Date and end on the 30th day of November of 2025. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

VI. TIME OF PERFORMANCE

The Subrecipient may commence the work after the Effective Date of this Agreement and shall complete the work no later than **November, 30, 2025** ("Time of Performance"). The Time of Performance shall include applicable purchases that have occurred in the time since March 11, 2025, as allowed by HUD CDBG-CV Waivers. The Time of Performance shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income (as defined in 24 CFR 570.500), during which time all of the terms and provisions of this Agreement shall be in full force and effect and binding on the Subrecipient. The Time of Performance may also be extended at the mutual agreement of the Grantee and the Subrecipient.

VII. BUDGET

CDBG program funds budgeted for this program will total $44,089.26.

At any time during the Time of Performance, the Grantee may, in its discretion, require the Subrecipient to provide to the Grantee a supplementary budget or a more detailed budget for the performance of the work. The Subrecipient must provide a supplementary or more detailed budget to the Grantee no later than 30 days after receipt of a written request from the Grantee. The Subrecipient shall not amend the budget, nor any supplementary or more detailed, budget submitted to the Grantee without the prior written approval of the Grantee.

VIII. PAYMENT

It is expressly agreed and understood that the maximum amount to be paid by the Grantee under this Agreement shall not exceed $44,089.26 (Forty-four thousand eighty-nine dollars and twenty-six Cents). Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph VII herein and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

IX. NOTICES

Notices required by this Agreement shall be in writing and delivered via first class mail (postage prepaid). Any notice sent as aforesaid shall be effective on the date of sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

TO THE GRANTEE:	Village Manager Village of Hoffman Estates 1900 Hassell Rd Hoffman Estates, IL 60169
With a copy to:	Patty Richter, Village Clerk Village of Hoffman Estates 1900 Hassell Rd Hoffman Estates, IL 60169
TO THE SUBRECIPIENT:	Jessica Smart, President/CEO Clearbrook

1835 W. Central Rd
Arlington Heights, IL 60005

The Subrecipient agrees that the Grantee will be consulted in the planning of any events related to the project and provided reasonable notice regarding the timing of the events.

X. BLANK FORMS AND DOCUMENTS

The Subrecipient shall, upon request of the Grantee, submit any and all forms, documents, agreements and contracts to the Grantee for review to determine compliance with program requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into by the Subrecipient nor of items in said forms, documents, agreements, and contracts not related to program requirements.

XI. OBLIGATION FOR COSTS AND FUTURE PROJECTS

A. Neither the Grantee nor any of its officers, agents, employees, or servants shall be obligated or bear liability for payment of amounts expended by the Subrecipient in excess of the grant funds awarded under this Agreement. Neither the Grantee nor any of its officers, agents, employees, or servants shall be obligated or bear liability for the performance of any obligations undertaken or costs incurred by the Subrecipient, participants in a program funded under this Agreement or contractor hired pursuant to a program funded under this Agreement. The allocation of funds under this Agreement shall in no way obligate the Grantee to operate or construct any project provided for under the provisions of this Agreement.

B. This Agreement neither obligates nor precludes the Grantee from further accepting or distributing funds nor restricts nor limits the powers of the Grantee to use such funds pursuant to the provisions of the Act.

C. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance pursuant to the Act.

D. The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the Grantee pursuant to this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds.

XII. GENERAL CONDITIONS

A. General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including Subpart K of these regulations, except that (1) the Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. <u>"Independent Contractor"</u>. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. <u>Indemnification and Hold Harmless</u>.

1. The Subrecipient shall indemnify the Grantee, and its officers, agents, employees, or servants, against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgment interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of the Subrecipient and its officers, agents, employees or servants, of a recipient or potential recipient of any moneys or benefits from the Subrecipient, of a participant in a program operated pursuant to this Agreement, of a contractor hired pursuant to a program operated under this Agreement, or any officers, agents, employees, or servants of any of these, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the Grantee or any of its agents, officers, employees, or servants.

2. In the event a claim or suit is brought against the Grantee, or its officers, agents, employees, or servants for which the Subrecipient is responsible pursuant to the above Paragraph XIII.C.1., the Subrecipient will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the Grantee, or its officers, agents, employees or servants.

3. The indemnification obligation under this paragraph shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for the Subrecipient under any law or by the amount of or limitations on insurance coverage, if any, held by the Subrecipient.

D. <u>Workers' Compensation</u>. The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. <u>Insurance & Bonding</u>. The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. <u>Grantee Recognition & Signage</u>. The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. The Subrecipient shall prepare and erect appropriate signage to indicate the Grantee's participation in the projects and the source of funds for the projects, subject to the prior approval of the Grantee. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments. The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

1. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.43 and 570.503(b)(7), if the Grantee determines that the Subrecipient has not complied with or is not complying with; has failed to perform or is failing to perform; or is in default under any of the provisions of this Agreement whether due to failure or inability to perform or any other cause whatsoever; the Grantee, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may take any or all of the following actions:

   a) suspend or terminate this Agreement in whole or in part by written notice;
   b) demand refund of any funds disbursed to Subrecipient;
   c) deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;
   d) temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the Grantee;
   e) disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
   f) withhold further awards for the program;
   g) take other remedies legally available; or
   h) take appropriate legal action.

2. The Grantee may send written notice suspending, effective immediately, the performance of the work under this Agreement, if it determines in its sole discretion, that it is necessary for the efficiency of the Program or to safeguard the Program pursuant to paragraph 3.

3. The Grantee may send written notice to the Subrecipient suspending or terminating the Agreement in whole or in part effective immediately if it determines, in its sole discretion that the Subrecipient has including but not limited to:

   a) used or is using fraudulent, coercive or dishonest practices;
   b) demonstrated or is demonstrating incompetence, untrustworthiness, or financial irresponsibility; or
   c) endangered or is endangering the life, safety, health or welfare of one or more persons in the conduct or performance of the work set out in the

Scope of Service hereto. The Grantee may also take any of the actions listed in subparagraph 1 of this paragraph; provided, however, that said actions may be taken effective immediately rather than upon ten (10) days written notice.

4. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

XIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement.

2. Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records related to this Agreement and the performance of the work pursuant to this Agreement for a period of five (5) years after the date that the Grantee submits, as part of Grantee's annual performance and evaluation report to HUD, its final report to HUD regarding the work supported pursuant to this Agreement ("Retention Period"). Notwithstanding the preceding sentence, if any litigation, claims, audits, negotiations or other actions involving the records accrue before the expiration of the Retention Period, then the records must be retained by the Subrecipient until the actions are fully resolved or the expiration of the Retention Period, whichever occurs later.

3. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's

responsibilities with respect to services provided under this Agreement, is prohibited by applicable Illinois and/or Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs. The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income. The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures. The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In

addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports. The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance. The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
2. OMB Standards. Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel. The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment is acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

XIV. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

XV. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees with the Illinois Human Rights Act (775 ILCE 5/1-101, et seq.) and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504. The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE). The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records. The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Subrecipient's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions. The Subrecipient will include the provisions of Paragraphs XVI.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political

activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. <u>Labor Standards</u>. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

   The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. <u>“Section 3” Clause</u>

   a) <u>Compliance</u>. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

      The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

      “The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3

requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts. The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability. The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or that become due without the prior written approval of the Grantee. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect.

Violation of this provision may result in cancellation, termination or suspension of funds, or of this Agreement in whole or in part at the discretion of the Grantee pursuant to Paragraph XIII.H, Suspension or Termination, of this Agreement including any of the actions set out therein.

2. Subcontracts.

a) Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b) Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content. The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process. The Subrecipient shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying. The Subrecipient hereby certifies that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;

d) Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright. If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities. The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XVI. ENVIRONMENTAL CONDITIONS

A. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.;

2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state or local historic property list.

E. Debris and Hazardous Substances. The Subrecipient shall not allow any contractor, subcontractor or other party to conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place or origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner and operator of the facility where the debris or soil was transferred, disposed, recycled or treated.

The Subrecipient further represents that it will perform due diligence in relation to any property that is funded under this grant and that neither it nor its contractors, subcontractors or other third parties have handled, buried, stored, retained, refrained, refined, transported, processed, manufactured, generated, produced, spilled, allowed to seep, lead, escape or leach, or pumped, poured, emptied, discharged, injected, dumped, transferred, or otherwise disposed of or dealt with hazardous substances with respect to the Property in violation of any currently applicable environmental laws.

The Subrecipient agrees to confirm that in relation to any property funded under this grant that there has been no seepage, leak, escape, leach, discharge, injection, release, emission, spill, pumping, pouring, emptying, dumping, or other release of hazardous substances in violation of any currently applicable environmental laws from the property onto or into any adjacent property or waters.

The Subrecipient affirms that it (nor its contractor, subcontractor or property owner to the best of its knowledge under due diligence performed by the Subrecipient) will not use its grant monies to perform rehabilitation or repair work on property that the owners or other parties have received notice from the governmental authority of a violation of environmental laws nor any request for information pursuant to section 204(e) of CERCLA with respect to the property.

The Subrecipient agrees to defend, indemnify and hold the Grantee and its officers, employees and agents harmless from and against, and shall reimburse the Grantee for, any and all losses, claims, liability, damages, costs, and expense including but not limited to reasonable legal defense costs, attorney's fees, court costs, environmental consultants' fees and advances, settlements, judgments, judgment interest, prejudgment interest or post-judgment interest, for actions or causes of action, economic loss, injunctive relief, injuries to person, property or natural resources, arising in connection with the discharge, escape, release, or presence of any hazardous substance at or from the property whether foreseeable or unforeseeable, regardless of the source of such release or when such release occurred or such presence is discovered and whether such discharge, escape, release, or presence of any hazardous substance at or from the property is by an affirmative act or by omission by the Subrecipient or by the Subrecipient's officers, agents, employees or contractors. The foregoing indemnity includes, without limitation, all costs of removal, remediation of any kind, and disposal of such hazardous substance (whether or not such hazardous material may be legally allowed to remain in the property if removal or remediation is prudent), all costs of determining whether the property is in compliance and causing the property to be in compliance with all applicable Environmental laws, all costs associated with claims for injunctive relief, damages to persons, property, or natural resources or economic loss, and the Grantee's reasonable attorneys' and consultants' fees and court costs.

XVII. BINDING AUTHORITY

The individuals executing this Agreement on behalf of the Grantee and the Subrecipient represent that they have the legal power, right, and actual authority to bind their respective party to the terms and conditions of this Agreement.

XVIII. GOVERNING LAW

The laws of the State of Illinois shall govern the interpretation and enforcement of this Agreement.

XIX. NO THIRD PARTY BENEFICIARIES

No other party shall or shall be deemed to be a third party beneficiary of this Agreement.

XX. JOINT AND COLLECTIVE WORK PRODUCT

This Agreement is and shall be deemed and construed to be a joint and collective work product of the Grantee and the Subrecipient, and, as such, this Agreement shall not be construed against one or the other party, as the otherwise purported drafter of same, by any court of competent jurisdiction and in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms of provisions contained herein.

XXI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XXII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XXIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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

The Village of Hoffman Estates, a municipal corporation of the State of Illinois

By________________________________
William D. McLeod, Village President
Village of Hoffman Estates

Clearbrook

By_________________________
Jessica Smart, President/CEO
Clearbrook

AGENDA

Finance Committee

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

June 2, 2025	**Council Chambers**	**7:00 PM**

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

2. **APPROVAL OF MINUTES**

3. **PUBLIC COMMENT**

4. **OLD BUSINESS**

5. **NEW BUSINESS**

6. **REPORTS**

   A. Finance Department Monthly Report

   B. Information Technology Department Monthly Report

   C. NOW Arena Monthly Report

7. **PRESIDENT'S REPORT**

8. **ITEMS IN REVIEW**

9. **OTHER**

10. **ADJOURNMENT**

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

AGENDA

Public Health & Safety Committee

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

June 2, 2025	**Council Chambers**	**7:00 PM**

1. **CALL TO ORDER/ROLL CALL**
2. **APPROVAL OF MINUTES**
3. **PUBLIC COMMENT**
4. **OLD BUSINESS**
5. **NEW BUSINESS**
6. **REPORTS**
   A. Police Department Monthly Report
   B. Health & Human Services Department Monthly Report
   C. Emergency Management Division Monthly Report
   D. Fire Department Monthly Report
7. **PRESIDENT'S REPORT**
8. **ITEMS IN REVIEW**
9. **OTHER**
10. **ADJOURNMENT**

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

AGENDA

Public Works & Utilities Committee
Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

June 2, 2025	**Council Chambers**	**7:00 PM**

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

2. **APPROVAL OF MINUTES**

3. **PUBLIC COMMENT**

4. **OLD BUSINESS**

5. **NEW BUSINESS**

   A. Authorization to award a contract for Fire Station 24 Chiller Replacement to Moltree Mechanical LLC, Wonder Lake, IL (lowest qualified bidder) for an amount not to exceed $78,970.

   B. Authorization to award contract to XXXXXXXXXXXXXXXXX of XXXXXXXXXXXX, Illinois for 2025 Fire Hydrant Purchase in an amount not to exceed $XXX,XXX.XX

   C. Authorization to approve Change Order #1 for sanitary and storm sewer televising and evaluation with American Underground Inc., Glenview, IL in an amount not to exceed $11,226.48.

   D. Authorization to award a contract to perform a Public Works Space Needs Study to FIRM TBD, LOCATION, IL in an amount not to exceed $XX,XXX.

6. **REPORTS**

   A. Public Works Department Monthly Report

   B. Engineering Division Monthly Report

7. **PRESIDENT'S REPORT**

8. **ITEMS IN REVIEW**

9. **OTHER**

10. **ADJOURNMENT**

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

April 11, 2025

To: Mayor and Board of Trustees

TREASURER'S REPORT

March 2025

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

For the Operating funds, cash receipts and transfers-in exceeded cash disbursements and transfers-out by $4.6 million, primarily due to receipt of property taxes. After including these receipts and disbursements, the balance of cash and investments for the operating funds is $81 million.

For the Operating, Debt Service and Capital Projects funds, cash receipts and transfers-in exceeded cash disbursements and transfers-out by $5.3 million, primarily due to receipt of property taxes and general operating activity.

For the Trust Funds, cash receipts and transfers-in exceeded cash disbursements and transfers-out by $761,120, primarily due to pension fund investment activity.

The total for cash and investments for all funds increased to $337 million.

Respectfully Submitted,

Stan W. Helgerson

Stan W. Helgerson
Village Treasurer

Attachment

TREASURER'S REPORT
FOR THE MONTH ENDING March 31, 2025

Fund	Beginning Balance	Receipts/ Transfers - In	Disbursements/ Transfers - Out	Amount in Cash	Amount Invested	Ending Balance
General (incl. Veterans' Mem)	$ 34,772,875	$ 9,341,661	$ 5,571,612	$ 1,350,429	$ 37,192,494	$ 38,542,924
Payroll Account	-	3,112,134	3,112,134	-	-	-
Petty Cash	3,300	1,200	-	4,500	-	4,500
Foreign Fire Ins. Board	304,645	-	-	304,645	-	304,645
Cash, Village Foundation	13,572	1,450	11	15,011	-	15,011
Cash, Fire Protection District	12,032	26,825	-	38,857	-	38,857
Motor Fuel Tax	1,086,974	203,502	335,444	5,529	949,502	955,032
Comm. Dev. Block Grant	47,204	6	-	47,211	-	47,211
Asset Seizure - Federal	107,652	5,210	26,781	86,081	-	86,081
Asset Seizure - State	366,440	240	-	302,835	63,844	366,679
Asset Seizure - Battle	1,031	4	-	-	1,035	1,035
Asset Seizure - U.S. Marshall	10,624	-	-	10,624	-	10,624
Municipal Waste System	628,046	303,759	265,693	357,804	308,308	666,112
Roselle Road TIF	3,214,266	144,994	8,930	385,321	2,965,010	3,350,330
Higgins/Hassell TIF	730,983	190,574	-	354,409	567,148	921,557
Barrington/Higgins TIF	1,346,070	5,116	-	2,948	1,348,239	1,351,187
Lakewood Center TIF	582,944	2,263	2,500	1,776	580,931	582,707
Higgins/Old Sutton TIF	72,987	250	-	3,425	69,812	73,237
Stonington/Pembroke TIF	533	5,347	3,441	2,439	-	2,439
Water & Sewer	19,079,555	1,904,160	1,627,830	65,243	19,290,641	19,355,885
NOW Operating	9,599,872	390,632	80,849	1,679,149	8,230,506	9,909,655
Insurance	2,514,315	201,517	88,174	208,405	2,419,253	2,627,658
Information Technology	2,215,224	303,168	463,340	183,271	1,871,781	2,055,052
Total Operating Funds	$ 76,711,146	$ 16,144,011	$ 11,586,739	$ 5,409,913	$ 75,858,505	$ 81,268,418
Debt Service						
2015 A & C G.O. Debt Serv.	$ 685,866	$ 1,578	$ -	$ 253,570	$ 433,875	$ 687,445
2016 G.O. Debt Serv.	42,400	107,370	-	149,770	-	149,770
2018 G.O. Debt Serv.	339,764	593,580	-	927,354	5,990	933,344
Total Debt Service Funds	$ 1,068,030	$ 702,529	$ -	$ 1,330,694	$ 439,864	$ 1,770,559
Capital Projects Funds						
Central Road Imp.	$ 58,719	$ 61	$ -	$ 43,175	$ 15,605	$ 58,780
Hoffman Blvd Bridge Maintenance	306,212	1,061	-	10,974	296,300	307,273
Western Corridor	2,468,408	6,741	130,807	15,860	2,328,482	2,344,342
Traffic Improvement	18,695	-	-	18,695	-	18,695
Prairie Stone Capital	1,032,984	289,325	1,217	857,815	463,276	1,321,091
Road Improvements	3,070,007	1,180,081	140,382	556,810	3,552,896	4,109,706
Western Area Traff. Impr.	20,395	53	2,083	18,365	-	18,365
West Area Rd Impr. Impact Fee	1,134,893	3,696	108,333	14,361	1,015,896	1,030,256
Capital Improvements	1,212,666	333,929	130,100	127,763	1,288,732	1,416,495
Capital Vehicle & Equipment	3,296,104	176,342	559,360	33,005	2,880,081	2,913,086
Capital Replacement	7,494,048	24,682	446,667	27,639	7,044,425	7,072,064
Stormwater Management	537,939	46,258	63,548	520,648	-	520,648
2019 Captial Projects	693,871	1,410	-	335,961	359,320	695,281
2024 Captial Projects	7,984,520	28,143	514,065	-	7,498,598	7,498,598
Total Capital Proj. Funds	$ 29,329,462	$ 2,091,781	$ 2,096,562	$ 2,581,072	$ 26,743,609	$ 29,324,681
Total Operating, Debt Service and Capital Project Funds	$ 107,108,639	$ 18,938,321	$ 13,683,301	$ 9,321,680	$ 103,041,979	$ 112,363,658
Trust Funds						
Police Pension (Feb)	$ 102,255,584	$ 1,286,735	$ 820,242	$ 8,597	$ 102,713,480	$ 102,722,077
Firefighters Pension (Feb)	121,847,227	1,006,927	712,300	9,975	122,131,880	122,141,855
Total Trust Funds	$ 224,102,812	$ 2,293,662	$ 1,532,542	$ 18,572	$ 224,845,359	$ 224,863,932
GRAND TOTAL	$ 331,211,450	$ 21,231,983	$ 15,215,843	$ 9,340,252	$ 327,887,338	$ 337,227,590

AGENDA ITEM REPORT

Village Board of Trustees
May 19, 2025
ITEM 7A

REQUEST:	An ordinance granting a Variation from Section 9-3-6-D of the Municipal Code to permit a corner side yard setback for a storage shed to be 4 feet instead of the minimum permitted 15 feet for the property located at 760 Orange Lane. (Planning and Zoning Commission recommended denial).
FROM:	Kevin Anderson, Planner II
ITEM TYPE:	Ordinance - PZC Item

REQUEST SUMMARY

The property owner is proposing to construct a shed 4 feet from the corner side lot line on a single-family lot located at 760 Orange Lane. The Zoning Code allows sheds to be set back a minimum of 15 feet from the corner side property line when the yard is enclosed by a 4-6 foot tall fence. The shed complies with all other applicable zoning regulations relating to height and size.

Location:	760 Orange Lane
Property Owner / Applicant:	Ewelina & Patryk Chmielewski
Property Size:	11,013 SQFT
Zoning / Land Use:	R-3 One-Family Residential District
Adjacent Properties:	All surrounding properties: R-3 One-Family Residential District (Single-Family Homes)

FINANCIAL IMPACT

N/A

RECOMMENDATION

The Planning & Zoning Commission held a public hearing on May 7, 2025, where it adopted Findings and ***recommended denial*** of the request as summarized in Exhibit B - Findings and Recommendations Summary.

ATTACHMENTS

1. Ordinance - 760 Orange Lane
2. Exhibit A - Location Map - 760 Orange Lane
3. Exhibit B - PZC Findings and Recommendations Summary
4. PZC Staff Report - 760 Orange Lane
5. Supporting Documents - 760 Orange Lane
6. Planning & Zoning Commission 05-07-2025 Draft Minutes

ORDINANCE NO. __________ - 2025

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE GRANTING A VARIATION FROM SECTION 9-3-6-D OF THE MUNICIPAL CODE TO PERMIT A CORNER SIDE YARD SETBACK FOR A STORAGE SHED TO BE 4 FEET INSTEAD OF THE MINIMUM PERMITTED 15 FEET FOR THE PROPERTY LOCATED AT 760 ORANGE LANE, HOFFMAN ESTATES, ILLINOIS

WHEREAS, the Planning and Zoning Commission, at a public hearing duly called and held according to law on May 7, 2025, considered the request by Ewelina and Patryk Chmielewski (owner) for a Variation from Section 9-3-6-D of the Municipal Code to permit a corner side yard setback for a storage shed to be 4 feet instead of the minimum required 15 feet for the property located at 760 Orange Lane, and shown on Exhibit "A" attached hereto and made a part hereof; and

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

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

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

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

Section 2: A variation from Section 9-3-6-D of the Municipal Code is hereby granted to permit a corner side yard setback for a storage shed to be 4 feet instead of the minimum required 15 feet for the property located at 760 Orange Lane, subject to the following conditions:

1. A building permit shall be obtained within twelve (12) months of Village Board action on this request.
2. A 6-foot privacy fence must be permitted and installed prior to or concurrently with the installation of the storage shed. The privacy fence shall be maintained while the shed is in place. If the fence were to be removed, the storage shed shall also be removed.

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

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

PASSED THIS ________ day of _________________, 2025

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

APPROVED THIS ______ DAY OF _______________, 2025

____
Village President

ATTEST:

____
Village Clerk

Published in pamphlet form this _______day of _______________, 2025.

Exhibit A


760 ORANGE LN
PIN: 07-21-215-011-0000
N
760
WESTVIEW ST
WASHINGTON BLVD
ORANGE LN
Legend
Subject Property
Parcel
VILLAGE OF HOFFMAN ESTATES
H
E
19
59
GROWING TO GREATNESS
Department of Development Services
Village of Hoffman Estates

PLANNING & ZONING COMMISSION
FINDINGS & RECOMMENDATION SUMMARY
Meeting Date: 5/7/2025
Prepared By: Daisy Dose-Adamzadeh
Project #: PLN25-0012

Variation from Section 9-3-6-D of the Municipal Code to permit a corner side yard setback for a storage shed to be 4 feet instead of the minimum required 15 feet for the property located at 760 Orange Lane

Findings of Fact – Variation

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

1. The Planning and Zoning Commission shall not recommend the variation of the regulations of the Code unless it shall first make a finding based upon the evidence presented to it in each specific case that:

   a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located;
   b. The plight of the owner is due to unique circumstances;
   c. The variation, if granted, will not alter the essential character of the locality.

2. For the purpose of implementing the above rules, the Planning and Zoning Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the applicant have been established by the evidence:

   a. The particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
   <u>FINDING:</u> The orientation of the home decreases the practical use of the rear yard.

   b. The conditions upon which the petition for a variation is based would not be applicable, generally, to other property within the same zoning classification;
   <u>FINDING:</u> No evidence was presented to support that this standard was met.

   c. The purpose of the variation is not based exclusively upon a desire to increase the value of the property;
   <u>FINDING:</u> The petitioner has indicated that the intent of the variation is to increase practical use of the property and not based exclusively on the desire to increase the value of the property.

   d. The alleged difficulty or hardship has not been created by any person presently having an interest in the property;
   <u>FINDING:</u> No evidence was presented to support that this standard was met.

e. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
   ***FINDING:* The variation, if granted, will not be detrimental to public health or injurious to other properties.**

f. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fires, or endanger the public safety, or substantially diminish or impair property values in the neighborhood.
   ***FINDING:* The variation, if granted, will not impair the supply of light and air, increase congestion, or endanger public safety.**

3. The Planning and Zoning Commission may recommend to the Village Board that such conditions and restrictions be imposed upon the premises benefitted by a variation as may be necessary to comply with the standards set forth in this section to reduce or minimize the injurious effect of such variation upon other property in the neighborhood, and better to carry out the general intent of this Code.

Recommendations

1. Adopt the Findings of Fact for a Variation from Section 9-3-6-D of the Municipal Code to permit a corner side yard setback for a storage shed to be 4 feet instead of the minimum required 15 feet for the property.

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

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

2. Recommend to the Village Board approval of a Variation from Section 9-3-6-D of the Municipal Code to permit a corner side yard setback to be 4 feet instead of the maximum permitted 15 feet for the property located at 760 Orange Lane, subject to the following conditions:
   a. A building permit for the fence and shed shall be obtained within one (1) month of Village Board action on this request.
   b. Removal of the existing nonconforming shed on the east side of the property shall be completed within three (3) months of Village Board action on this request.
   c. A 6-foot privacy fence must be permitted and installed prior to the installation of the storage shed. The privacy fence shall be maintained while the shed is in place. If the fence were to be removed, the storage shed shall also be removed.

   Motion by Bauske seconded by Harner to recommend approval.

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

PLANNING & ZONING COMMISSION STAFF REPORT

Meeting Date: 5/7/2025
From: Daisy Dose-Adamzadeh, Planner II
PLN25-0012
Public Hearing

Variation from Section 9-3-6-D of the Municipal Code to permit a corner side yard setback for a storage shed to be 4 feet instead of the minimum permitted 15 feet for the property located at 760 Orange Lane

REQUEST SUMMARY

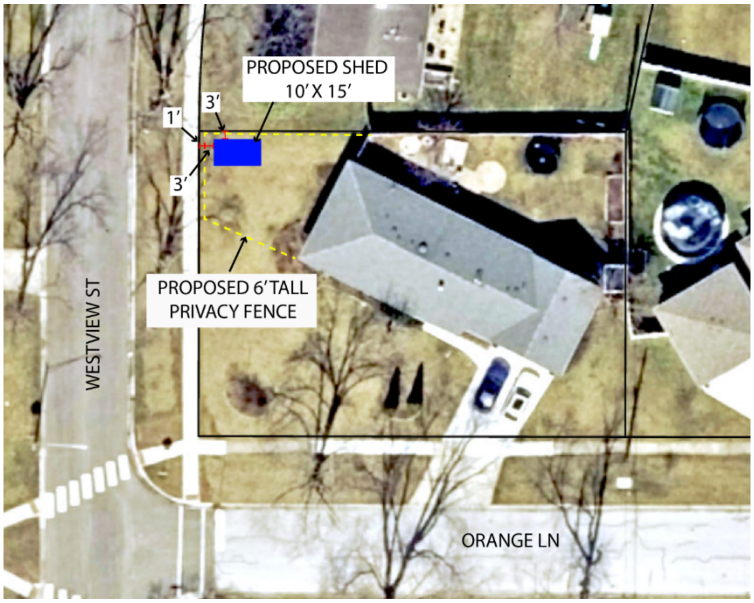
The property owner is proposing to construct a shed 4 feet from the corner side lot line on a single-family lot located at 760 Orange Lane. The Zoning Code allows sheds to be set back a minimum of 15 feet from the corner side property line when the yard is enclosed by a 4-6 foot tall fence. The shed complies with all other applicable zoning regulations relating to height and size.

Location:	760 Orange Lane
Property Owner / Applicant:	Ewelina & Patryk Chmielewski
Property Size:	11,013 SQFT
Zoning / Land Use:	R-3 One-Family Residential District
Adjacent Properties:	All surrounding properties: R-3 One-Family Residential District (Single-Family Homes)

BACKGROUND / ANALYSIS

The subject property is improved with a 1,300-square-foot single-family home with an attached garage. The existing home is positioned diagonally on the lot, oriented toward the intersection of Orange Lane and Westview Street.

The property owner is proposing to build a 150-square-foot storage shed to be located 4 feet from the corner side yard property line and 3 feet from the rear yard property line. The corner side yard will be enclosed by a 6-foot privacy fence. Although detailed plans for the shed have not been finalized, the owners have indicated it will be constructed with a wood frame. The shed must comply with all zoning ordinance regulations, including a maximum height of 12 feet, a maximum size of 150 square feet, and will require a building permit.



According to Section 9-3-6-D of the Municipal Code, storage sheds in a corner side yard must meet the setback requirement of the principal structure (30 feet), or equal to the exterior corner side yard setback, whichever is less. When enclosed with a 4-foot to 6-foot solid fence, the setback for a shed can be reduced to 15 feet. The property owner is proposing to extend their existing 6-foot privacy fence to fully enclose the corner side yard.

The property owners have been advised of locations on the property where the shed could be located without a variation. These areas are identified on the exhibit below. The owners have stated that due to the orientation of their home, placing the shed in their rear yard would limit their use of their yard.

There is an existing nonconforming shed located in the side yard setback on the east side of the property. If the proposed variation is approved, the owner will be required to remove the existing nonconforming shed within three months. If the variation is denied, code enforcement staff will work with the owner to remove the shed and relocate or replace it elsewhere on the property in compliance with all setback requirements.

NOTIFICATION
Legal notice was circulated in the Daily Herald and notification letters were sent to neighbors within 150' of the subject property. No objections have been received.

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

1. Adopt the Findings of Fact for a Variation.
2. Recommend to the Village Board approval of a Variation from Section 9-3-6-D of the Municipal Code to permit a corner side yard setback for a storage shed to be 4 feet instead of the minimum permitted 15 feet for the property located at 760 Orange Lane, subject to the following conditions:
    1. A building permit for the fence and shed shall be obtained within one (1) month of Village Board action on this request.
    2. Removal of the existing nonconforming shed on the east side of the property shall be completed within three (3) months of Village Board action on this request.
    3. A 6-foot privacy fence must be permitted and installed prior to or concurrently with the installation of the storage shed. The 6-foot privacy fence shall remain in place as long as the shed is on the property.

ATTACHMENTS
1. PZC Staff Report - 760 Orange Lane
2. Draft PZC Findings and Recommendations Summary - 760 Orange Lane
3. Location Map - 760 Orange Lane
4. Supporting Documents - 760 Orange Lane

VILLAGE OF HOFFMAN ESTATES
PLANNING & ZONING APPLICATION SUMMARY

APPLICATION INFORMATION	
Project Number:	PLN25-0012
Project Name:	Shed Setback Variation
Project Application Date:	3/18/2025
Project Manager:	Daisy Dose

PROJECT TYPE
Variation - Residential;

SITE INFORMATION	
Property Address:	760 ORANGE LN
All Included PINs:	07-21-215-011-0000

PROJECT CONTACTS

Relationship to Project	Name / Firm	Address	Phone	E-Mail
APPLICANT	Ewelina Chmielewski	760 Orange Ln Hoffman Estates, IL 60169	6305508886	EWELINA0011@GMAIL.COM
OWNER	Ewelina Chmielewski	760 Orange Ln Hoffman Estates, IL 60169	6305508886	EWELINA0011@GMAIL.COM

Village of Hoffman Estates
1900 Hassel Road
Hoffman Estates IL, 60169

Ewelina & Patryk Chmielewski
760 Orange Ln
Hoffman Estates IL, 60169

04/02/2025

To Whom It May Concern:

The variation is being requested for the following work based on the land hardship:

1. Install 6'cedar solid traditional privacy fence
2. Build wood storage shed 15'x10' (please see attached drawing)

Our property is located on the small slope (front side). On the other hand, we encounter a wetland in a back. The diagonal layout of our house significantly reduces our backyard. Its irregular, narrow and triangle shape leaves us with a very limited option to locate a storage shed. Adding additional fencing would let us to increase the space that we use for our kids to play. Our house does not have a basement or any usable attic, building shed will give us storage room that we really need.

Sincerely,

Ewelina & Patryk Chmielewski

Ewelina & Patryk Chmielewski
760 Orange Ln
Hoffman Estates IL, 60169

STANDARDS OF VARIATION

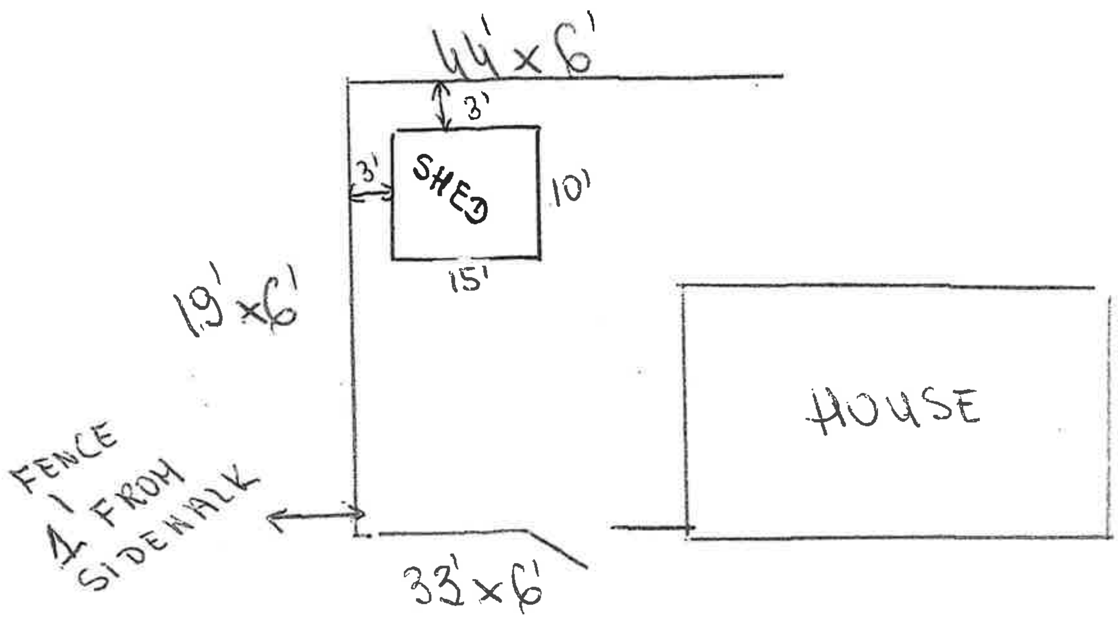
1. Small rear yard, triangle shaped backyard with little space to place shed. Our house does not have basement or any attic space what limits our storage space.
2. Other properties have more regular shape/layout. Our house is placed diagonally what significantly decreases our backyard – space that we are using the most.
3. We are not adding anything to the main structure/building. Adding fence and shed will give us more storage space and bigger yard mostly for the kids to play.
4. The difficulty is due to a triangle shaped backyard (the result of topographical conditions not caused by the owner).
5. Adding fence and shed relates only to small part of our side yard and will not influence other properties or will not make a difference to the public welfare.
6. Adding fence and shed will not change air or light supply to adjacent properties. It will not influence public safety or diminish property value in the neighborhood. The change will apply only to our lot and will not bring any modifications to the community.

FENCE: 6' CEDAR SOLID TRADITIONAL PRIVACY
(TO MATCH EXISTING ONE)

TO BE INSTALLED BY OWNER
ESTIMATED COST: $ 4,000.

SHED: 10 x 15, WOOD

TO BE BUILD BY OWNER
IN THE CORNER
ESTIMATED COST: $ 3,000



MURRY AND MOODY, LTD.

Land Surveyors

933 S. Plum Grove Road
Suite 101
Palatine, Illinois 60067

P.O. Box 608
Huntley, Illinois 60142

Phone: (847) 358-5960

N
W E
S

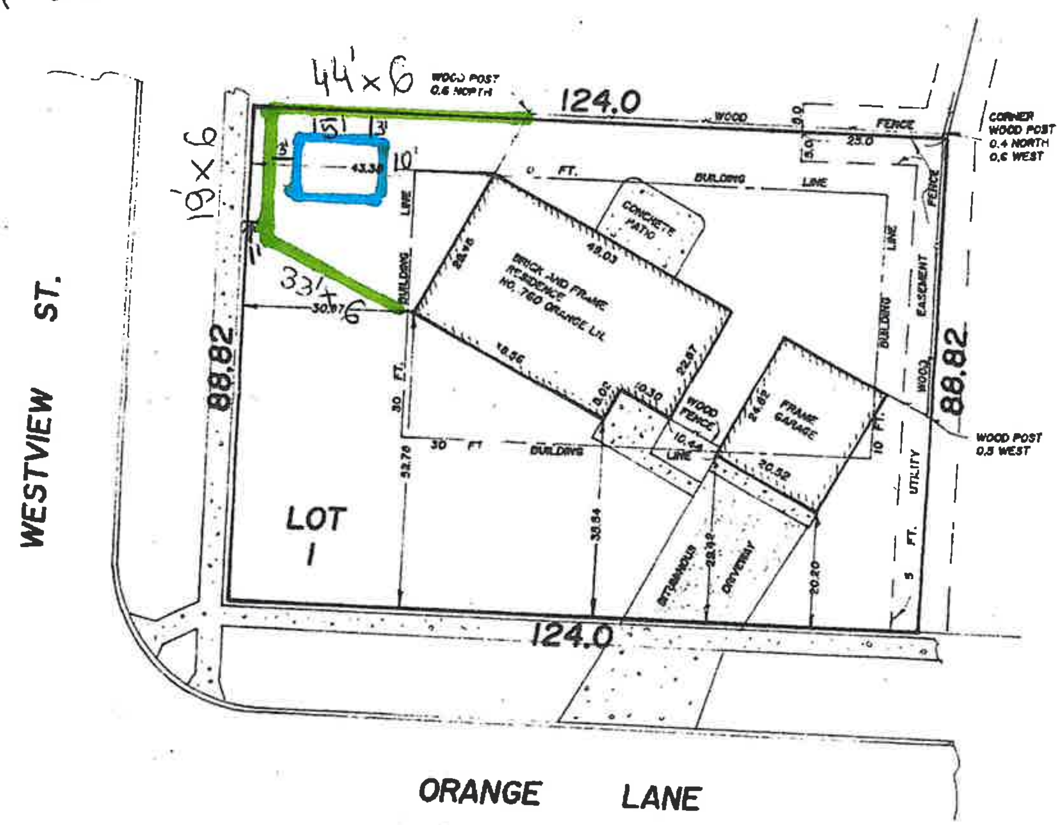
PLAT OF SURVEY

OF

LOT ONE (1), BLOCK EIGHTY-EIGHT (88) IN HOFFMAN ESTATES VI, BEING A SUBDIVISION OF PART OF THE WEST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, AS SHOWN ON THE PLAT THEREOF RECORDED APRIL 3, 1958 AS DOCUMENT 17,171,637 IN THE OFFICE OF THE RECORDER OF TITLES OF COOK COUNTY, ILLINOIS.

FENCE
1' FROM SIDEWALK

SHED ~ 3' FROM FENCE



BUILDING LINES SHOWN HEREON PER TITLE COMMITMENT NO. 2038245 FURNISHED BY ATTORNEY.

STATE OF ILLINOIS } SS.
COUNTY OF McHENRY }

Dimensions shown thus: 50.25 are feet and decimal parts thereof.
Dimensions shown thus: 50'-3" are feet and inches.

I, Thomas M. Sheets an Illinois Professional Land Surveyor do hereby certify that I have surveyed the above described property, and that the above plat is a correct representation of said survey.

Huntley, Illinois SEPTEMBER 12, 1996

Check legal description, building lines and easements with Title Policy or Torrens Certificate and report any discrepancies immediately.

Illinois Professional Land Surveyor

ORDER No. 96-1721 107143 **SURVEY MADE FOR** LARRY SIEGEL, ATTORNEY AT LAW **SCALE** 1" = 20'

STATEMENT OF AWARENESS

TO: THE VILLAGE OF HOFFMAN ESTATES
PLANNING AND ZONING COMMISSION

DATE: ____________________

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

EWELINA & PATRYK CHMIELEWSKI
Petitioner Name

760 ORANGE LN, HOFFMAN ESTATES, IL 60169
Petitioner Address

TO INSTALL/ERECT/CONSTRUCT A:

FENCE AND SHED

ON PROPERTY LOCATED AT:

760 ORANGE LN, HOFFMAN ESTATES, IL 60169
Address

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

Lisa Andry
Signature of Property Owner Directly Affected

300 Westview St, Hoffman Estates IL 60169
Address of Property Owner Directly Affected

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

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

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

STATEMENT OF AWARENESS

TO: THE VILLAGE OF HOFFMAN ESTATES
PLANNING AND ZONING COMMISSION

DATE: 3-17-2025

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

EWELINA & PATRYK CHMIELENSKI
Petitioner Name

760 ORANGE LN, HOFFMAN ESTATES IL 60169
Petitioner Address

TO INSTALL/ERECT/CONSTRUCT A:

FENCE AND SHED

ON PROPERTY LOCATED AT:

760 ORANGE LN, HOFFMAN ESTATES IL 60169
Address

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

Kelly Malley Rob Malley
Signature of Property Owner Directly Affected

325 Westview St, Hoffman Estates, IL 60169
Address of Property Owner Directly Affected

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

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

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

MINUTES

Planning & Zoning Commission

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

May 7, 2025	**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, Rajkumari Chhatwani, Lon Harner, Lenard Henderson, Minerva Milford, Nancy Trieb

Commissioners Absent: Excused: Daniel Lee, Denise Wilson, John Wise

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

Administrative Personnel Present: Kevin Anderson, Associate Planner

2. **APPROVAL OF MINUTES**

A. Planning & Zoning Commission 03-19-2025

Motion by Commissioner Harner, seconded by Commissioner Henderson, to approve the March 19, 2025, regular meeting minutes. Voice vote taken. Ayes - 6 | Nays - 0 | (Abstain: Minerva Milford). Motion Passed.

3. **CHAIRPERSON'S REPORT**

Chairperson Combs stated the special use to Kaizen Jiu Jitsu to permit a martial arts studio at 1762 W. Algonquin Road was approved by the Village Trustees.

4. **NEW BUSINESS**

A. Public Hearings

1. Variation from Section 9-3-6-D of the Municipal Code to permit a corner side yard

setback for a storage shed to be 4 feet instead of the minimum permitted 15 feet for the property located at 760 Orange Lane

Motion by Commissioner Harner, seconded by Commissioner Henderson, to open Public Hearing. Voice vote taken. Ayes - 7 | Nays - 0 | (Abstain: None). Motion Passed.

Chairperson Combs swore in the petitioner.

Ewelina Chmielewski (760 Orange Lane)

Mrs. Chmielewski presented an overview of the project.

Kevin Anderson presented an overview of the staff report.

Commissioner Chhatwani asked if the play area for the children would be reduced if the shed were to meet the allowable Code requirements. Mrs. Chmielewski stated there is an easement on the other side, so the proposed location is the only one that would allow a shed and an area for her children to play.

Commissioner Harner asked why the petitioner would be unable to place the shed to meet the Code requirements. Mrs. Chmielewski stated there are limited areas that are not already encumbered by trees, an easement and other play items. Mrs. Chmielewski stated the allowable location would place the shed in the middle of the backyard. Commissioner Harner asked to clarify which area on the lot the resident considers to be the backyard. Mr. Anderson stated that by the Zoning Code, the north lot line is the rear yard.

Commissioner Trieb noted that there were concerns from the neighbors regarding visibility; could the shed be moved closer to the house? Mrs. Chmielewski stated this was not what they wanted. Commissioner Trieb asked if a fence would create visibility issues. Mr. Anderson answered no.

Commissioner Henderson asked how tall the shed would be. Mrs. Chmielewski answered it would be twelve (12) feet tall. Commissioner Henderson asked if the shed did not block sight from the property. Mrs. Chmielewski stated yes.

Commissioner Milford asked staff why the Village received the notes of complaint. Mr. Anderson answered that public notification was provided to all properties within 150 feet of the subject property, and the Village was in receipt of two notices of awareness from adjacent neighbors. Mr. Anderson is unable to speculate about the neighbors' concerns. Commissioner Milford posed the same question to the petitioner. Mrs. Chmielewski stated the neighbor to the east has ongoing concerns about an existing non-conforming shed, so they were aware of the application.

Vice Chairperson Bauske acknowledged that several of the concerns relate to the fence, but clarified that the Commission is only reviewing the shed, not the fence. He asked if the petitioner were to apply for a fence permit, would it be allowed. Mrs. Chmielewski stated yes. Vice Chairperson Bauske asked if the shed would be used for normal storage items. Mrs. Chmielewski stated they did not have an attic or basement on the property, so the shed would be used for bicycles and seasonal storage. Vice Chairperson Bauske asked staff about the easement area on this property, particularly why it is unusually shaped. Mr.

Anderson stated this is typical of properties that were platted in the 1950s. Vice Chairperson Bauske stated there is an ability to place the shed in the side yard and still meet the Code; is this acceptable to the applicant? Mrs. Chmielewski answered no, the space would be better used by placing the shed in the corner.

Chairperson Combs asked if the petitioner would consider an eight (8) foot-tall shed instead of the proposed twelve (12) foot height. Mrs. Chmielewski stated they could choose a shed that is ten (10) feet tall, but they would prefer the largest size allowed. Chairperson Combs asked if the shorter shed would satisfy the neighbors' concerns. Mrs. Chmielewski answered that if that is what they would need to do in order to make the neighbors happy, they would do it.

Chairperson Combs asked if there were any members of the audience that would like to comment on the request.

Chairperson Combs swore in the first petitioner.

Jennifer Clarke (730 Orange Lane)

Mrs. Clarke stated there is no stop sign at the intersection and the shed would result in lack of visibility. Parents make school pickups on Westview Street. Mrs. Clarke stated her yard is the same shape as the petitioner's yard and her own shed meets the Code, so why can't theirs? A code-compliant shed would eliminate this concern.

Chairperson Combs swore in the next petitioner.

Rob Malek (325 Westview Street)

Mr. Malek read his objection letter into the record.

Mr. Anderson stated for the record one additional objection letter was received from the property owner at 360 Westview Street; however, her concern was primarily related to the fence, which is a compliant fence.

Chairperson Combs stated that Commissioner Henderson had to leave due to an emergency.

Petitioner Clarke asked questions about how to challenge the compliance of the fence due to her concerns relating to rights-of-way codes. Mr. Anderson and Chairperson Combs provided clarification about right-of-way versus private property.

Petitioner Chmielewski readdressed the Commission regarding concerns being raised by the neighbors. She feels she followed the process and recommendations of Village staff as to the available options to request the placement of the shed on the property in its proposed location. She also stated she too has children who will attend the school and does not believe that the shed will cause any safety concerns.

Vice Chairperson Bauske asked the petitioner if she agreed with the conditions of approval in the staff report. Mrs. Chmielewski stated yes.

Petitioner Malek asked a question about how Section 9-3-3-B-4 was analyzed when determining this fence was safe for the community, as he feels it does violate the line of sight, creating unsafe conditions. Mr. Anderson stated the 15x15-foot line-of-sight triangle would apply from your driveway, and the fifteen (15) feet would be measured south from your driveway, and measured northeast to a point fifteen (15) feet between your driveway and your residence, which would create your line-of-sight triangle; this is all that is required by Code.

Motion by Commissioner Harner, seconded by Commissioner Trieb, to close Public Hearing. Voice vote taken. Ayes - 6 | Nays - 0 | (Abstain: None). Motion Passed.

Motion by Vice Chairperson Bauske, seconded by Commissioner Trieb, to adopt the Findings of Fact for a Variation as presented in the May 07, 2025, Staff Report.

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

Motion by Vice Chairperson Bauske, seconded by Commissioner Harner, to recommend to the Village Board of Trustees approval of a Variation from Section 9-3-6-D of the Municipal Code to permit a corner side yard setback for a storage shed to be 4 feet instead of the minimum permitted 15 feet for the property located at 760 Orange Lane, subject to the conditions as of the May 07, 2025, Staff Report.

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

Chairperson Combs stated that this recommendation would be presented to the Village Board at their next regular meeting on May 19, 2025, at 7:00 p.m.

5. **STAFF DISCUSSION**

Mr. Anderson stated the next regular meeting is scheduled for June 4, 2025.

6. **PUBLIC COMMENT**

There was no public comment.

7. **ADJOURNMENT**

Motion by Commissioner Milford, seconded by Commissioner Chhatwani, to adjourn at 07:24 PM. Voice vote taken. Ayes - 6 | Nays - 0 (None) | Abstain - 0 (None). Motion Passed.

Minutes prepared by Marquelle Cnota, Administrative Assistant.

_______________________________ _______________________________

Chairperson's Approval *Date Approved*