

AGENDA
FINANCE COMMITTEE
Village of Hoffman Estates
July 17, 2017

Immediately following Pubic Health & Safety

Members:	Gary Pilafas, Chairperson	Karen Mills, Trustee
	Anna Newell, Vice Chairperson	Gary Stanton, Trustee
	Michael Gaeta, Trustee	Karen Arnet, Trustee
		William McLeod, Mayor

I. Roll Call

II. Approval of Minutes – June 19, 2017

NEW BUSINESS

1. Request by Comcast of Illinois VI, LLC for approval of an Amendment to Lease for an existing Communications Equipment Site Lease Agreement regarding Cable TV equipment at 95 Aster Lane.
2. Request approval of an Ordinance providing for the issuance of not to exceed \$10,000,000 General Obligation Bonds, Series 2017 of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, authorizing the execution of a bond order for each series of bonds, authorizing the execution of a refunding escrow agreement, and for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds.
3. Request authorization to award contract for a replacement Licensed Band Microwave High Speed Wireless System for the Village of Hoffman Estates to Entre Solutions II, Bloomington, IL, in a total amount not to exceed \$198,645.75.
4. Request acceptance of Finance Department Monthly Report.
5. Request acceptance of Information System Department Monthly Report.
6. Request acceptance of Sears Centre Monthly Report.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

FINANCE COMMITTEE MEETING MINUTES

June 19, 2017

I. Roll call

Members in Attendance:

**Trustee Gary Pilafas, Chairman
Trustee Anna Newell, Vice Chairperson
Trustee Karen Mills
Trustee Gary Stanton
Trustee Karen Arnet
Mayor William McLeod**

Members absent:

Trustee Michael Gaeta

**Management Team Members
in Attendance:**

**Jim Norris, Village Manager
Arthur Janura, Corporation Counsel
Dan O'Malley, Deputy Village Manager
Patti Cross, Asst. Corporation Counsel
Mark Koplin, Asst. Village Mgr., Dev. Services
Bruce Anderson, CATV Coordinator
Patrick Seger, Director of HRM
Fred Besenhoffer, Director of IS
Joe Nebel, Director of Public Works
Jeff Jorian, Fire Chief
Ted Bos, Police Chief
Peter Gugliotta, Director of Planning
Rachel Musiala, Director of Finance
Monica Saavedra, Director of HHS
Al Wenderski, Director of Engineering
Ben Gibbs, GM Sears Centre Arena
Suzanne Ostrovsky, Asst. to Village Manager**

The Finance Committee meeting was called to order at 7:04 p.m.

II. Approval of Minutes

Motion by Trustee Stanton, seconded by Trustee Newell, to approve the minutes of the Finance Committee meeting of May 15, 2017. Voice vote taken. All ayes. Motion carried.

NEW BUSINESS

- 1. Request acceptance of the Comprehensive Annual Financial Report for the year ended December 31, 2016.**

An item summary sheet from Rachel Musiala was presented to Committee.

Ms. Musiala stated another successful audit has concluded and that she is pleased with the current financial status.

Motion by Trustee Stanton, seconded by Mayor McLeod, to accept of the Comprehensive Annual Financial Report for the year ended December 31, 2016. Voice vote taken. All ayes. Motion carried.

2. Request acceptance of the Economic Development Area Special Tax Allocation Fund Annual Financial Report for the year ended December 31, 2016.

An item summary sheet from Rachel Musiala was presented to Committee.

Motion by Trustee Mills, seconded by Trustee Stanton, to accept the Economic Development Area Special Tax Allocation Fund Annual Financial Report for the year ended December 31, 2016. Voice vote taken. All ayes. Motion carried.

3. Request authorization to declare \$281,861.31 as surplus funds in the Barrington-Higgins TIF Tax Allocation Fund, and direct the Treasurer to remit said funds to the Cook County Treasurer for distribution.

An item summary sheet from Rachel Musiala was presented to Committee.

Motion by Trustee Stanton, seconded by Mayor McLeod, to declare \$281,861.31 as surplus funds in the Barrington-Higgins TIF Tax Allocation Fund, and direct the Treasurer to remit said funds to the Cook County Treasurer for distribution. Voice vote taken. All ayes. Motion carried.

4. Request acceptance of the Finance Department Monthly Report for April and May.

The Finance Department Monthly Report for April and May was presented to committee.

Motion by Trustee Stanton, seconded by Trustee Mills, to accept the Finance Department Monthly Report for April and May. Voice vote taken. All ayes. Motion carried.

5. Request acceptance of the Information System Department Monthly Report.

The Information System Department Monthly Report was presented to committee.

Motion by Mayor McLeod, seconded by Trustee Newell, to accept the Information System Department Monthly Report. Voice vote taken. All ayes. Motion carried.

6. Request acceptance of the Sears Centre Monthly Report.

The Sears Centre Monthly Report was presented to committee.

Mr. Gibbs provided a favorable Arena report and reported that Cirque Du Soleil will be back at the Arena for the first time since 2014. He thanked Police and Fire departments for their assistance with the many graduation ceremonies.

Trustee Stanton inquired about Windy City Bulls start dates. Mr. Gibbs indicated the schedule would come out at the end of October.

Mr. Gibbs also mentioned the favorable response to the scoreboard and the possible addition of gymnastics events. Suites may be sold out by August.

Motion by Trustee Mills, seconded by Trustee Mayor McLeod, to accept the Sears Centre Monthly Report. Voice vote taken. All ayes. Motion carried.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

Motion by Trustee Arnet, seconded by Mayor McLeod, to adjourn the meeting at 7:12 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Jennifer Djordjevic, Director of Operations
and Outreach Office of the Mayor and Board

Date

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request by Comcast of Illinois VI, LLC for approval of an Amendment to Lease for an existing Communications Equipment Site Lease Agreement for Cable TV equipment at 95 Aster Lane

MEETING DATE: July 17, 2017

COMMITTEE: Finance Committee

FROM: Daniel P. O'Malley, Deputy Village Manager



PURPOSE: Request by Comcast of Illinois VI, LLC for approval of an Amendment to Lease for an existing Communications Equipment Site Lease Agreement for Cable TV equipment at 95 Aster Lane.

BACKGROUND: In 1983, the Village originally approved a special use permit and site lease to Warner Amex (predecessor to Comcast Cable) to install an antenna on the Aster Lane water tower and to construct an equipment building on that same property. This facility is the head-end or primary hub for cable TV services for Hoffman Estates residents and businesses.

As technology changed, the antenna mounted on the tower became obsolete and was replaced with fiber optic cable. However, the equipment building remains a necessary component for cable services and remains operational.

Over the following 35 years, this site lease has been modified and extended many times. The current site lease agreement expires on July 31, 2017 and Comcast is requesting an amendment to extend this lease.

DISCUSSION: The proposed Amendment to Lease would continue the terms of the existing lease an additional three (3) years through July 31, 2020. The current lease provides for annual rate increases of 4% per year and the proposed amendment contains that same rate structure through the three (3) year term. The only change to the existing contract is to Section 12 – Insurance. The new language conforms to current Village insurance requirements and is reflected in the Amendment.

FISCAL IMPACT: Over the term of the proposed Amendment to Lease, the Village would receive \$63,240 in lease revenue.

RECOMMENDATION: Staff recommends approval of the Amendment to Lease to the existing Communications Equipment Site Lease Agreement with Comcast of Illinois VI, LLC pursuant to the attached documents.

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE entered into this ____ day of _____, 2017 by and between the Village of Hoffman Estates (“Lessor”) and Comcast of Illinois VI, LLC (“Lessee”).

WHEREAS, Lessee is current Lessee and Lessor is current Lessor under a certain Communications Equipment Site Lease Agreement dated August 28, 2012 (the “Lease”) , respecting certain real property located at 95 Aster Lane , Hoffman Estates, Illinois; and

WHEREAS, the term of the Lease expires on July 31, 2017 and both parties wish to extend the term to July 31, 2020.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. The term of the Lease is hereby extended from August 1, 2017 through and including July 31, 2020 (the “Extended Term”).
2. The monthly rent throughout the Extended Term will be as follows:

August 1, 2017 - July 31, 2018	\$1,688.00
August 1, 2018 - July 31, 2019	\$1,756.00
August 1, 2019 - July 31, 2020	\$1,826.00

3. Section 12 of the Lease is hereby modified as shown on Exhibit A attached hereto and made a part hereof.

4. All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Amendment to Lease to be duly executed as of the date first written above.

Village of Hoffman Estates

By: _____
Name:
Title:

Comcast of Illinois VI, LLC

By: _____
Name:
Title:

EXHIBIT A

12. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee's Facilities commercial general liability, workers compensation and automobile liability insurance as required below. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents caused by Lessee's use of the Premises all as provided for herein. Lessor shall be named as an additional insured on the Lessee's policy. Each party shall provide a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 Per Occurrence
Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Complete Operations)	\$3,000,000 General Aggregate
Automobile Liability	
Bodily Injury & Personal Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and or hired	
Illinois Worker's Compensation	Statutory
Employer's Liability	\$100,000/\$500,000/\$100,000

VILLAGE OF HOFFMAN ESTATES
COMMUNICATIONS EQUIPMENT SITE LEASE AGREEMENT

This Communications Equipment Site Lease Agreement ("Agreement") is entered into this 28th day of August, 2012, but is effective as of August 1, 2012, between Comcast of Illinois VI, LLC, a Delaware limited liability company ("Lessee"), and the Village of Hoffman Estates, an Illinois municipal corporation ("Lessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") located in the Village of Hoffman Estates, County of Cook, State of Illinois, more commonly known as 95 Aster Lane, Hoffman Estates, Illinois 60169 (the Land is also referred to herein the "Property"). The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately 300 square feet of the Land (the "Premises") as described in the site plans approved by the Village and attached as Exhibit B.

2. **Use.** Premises may be used by Lessee for constructing, maintaining, and operating a broadband communications signal processing and transmission facility together with uses incidental in connection with its communications business. Lessor at Lessee's expense, hereby authorizes Lessee, its agents, servants and contractors to act on its behalf pertaining to application for and obtaining zoning, building permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises for and during the term of this Agreement. Lessee must comply with all Village zoning and building codes.

3. **Tests and Construction.** Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Land for the purpose of: making necessary engineering surveys, inspections, soil test borings, other reasonable necessary tests and constructing the Lessee's Facilities (as defined in Paragraph 6(a); provided, however, such tests and constructing shall be at Lessee's sole cost and expense. Upon Lessee's request, Lessor agrees to make available to Lessee copies of all plans, specifications, surveys and maps for the Land.

Lessee's construction and installation work shall be performed in a good and workmanlike manner. Lessee undertakes full and complete responsibility at all times hereafter for the expenses of, and quality of, construction and compliance with all code requirements and regulations of governmental authorities having jurisdiction over the construction, including but not limited to compliance with acts effecting construction of public buildings and service areas used by public employees, and Lessee agrees to remedy or correct any deficiencies with such compliance. The construction shall be processed pursuant to permit and conducted by authorized and licensed personnel and shall be performed in compliance with local and State requirements for construction activities upon public property. The construction work shall proceed without interference

or disruption, or minimalization of same, to the current operations of the Fire Department and Public Works operations. Lessee shall post applicable performance guarantees as required by Village Code.

4. **Term.** The term of this Agreement shall be for five (5) years commencing as of August 1, 2012 ("Commencement Date").

5. **Rent.** Within thirty (30) business days of the Commencement Date and on the first day of each calendar year thereafter, Lessee shall pay to Lessor annual rent, the amounts shown on Exhibit C attached. Rent for any fractional year at the beginning or at the end of the Term shall be prorated. Rent shall be payable to Lessor at 1900 Hassell Road, Hoffman Estates, Illinois 60169; Attention: Village Finance Director. Lessee may pay rent by ACH electronic direct deposit.

In addition to the rent payment, Lessee shall install a fiber optic line from the 95 Aster Lane location to the Cable TV Office at the Village of Hoffman Estates Village Hall, 1900 Hassell Road. The line shall be connected to the Lessee's equipment at the 95 Aster Lane property, connected to the equipment at the Village Cable TV office and shall be designed to provide service for the Village's HETV cable channel broadcast. All costs for this installation shall be one-hundred (100) percent the responsibility of the Lessee in consideration of the fact that the Village has agreed to a reduced lease rate for the first two years of this lease. Lessee shall complete this installation no later than December 31, 2012.

6. **Facilities; Utilities; Access.**

(a) Lessee, at its sole cost and expense, has the right to the continued use of, the existing communications facilities, including utility lines, transmission lines, and an air conditioned equipment shelter ("Lessee's Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. Title to the Lessee's Facilities shall be held by Lessee. Lessee's Facilities shall remain Lessee's personal property and are not fixtures. Lessee shall remove all Lessee's Facilities at its sole expense on or before the expiration or earlier termination of the Agreement. Lessee shall repair any damage to the Premises caused by such removal except for normal wear and tear and loss by casualty or other beyond Lessee's control.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right at its sole expense to draw electricity by submeter and other utilities from the existing utilities on the Property or obtain, at its sole cost and expense, separate utility service from any utility company that will provide service to the Property (including a standby power generator for Lessee's exclusive use). Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and servicing utility company.

(c) Lessee, Lessee's employees, agents, and subcontractors shall have access to the premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee and its agents, employees, contractors, guests and invitees a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B.

Lessee agrees to protect the integrity and security of the Lessor's property by strictly adhering to all ingress and egress procedures established by the Lessor. The installation of any new equipment by the Lessee shall be subject to all applicable Village building permit and site plan requirements.

7. Interference.

(a) Lessee shall operate the Lessee's Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Property, provided that their installations predate the execution of this Agreement. All operations by Lessee shall be in compliance with all applicable Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Lessee's Facilities, Lessor shall not amend any existing agreement to permit its lessees or licensees to install new equipment on the Property if such equipment causes interference with Lessee's operations. Lessor shall give notice to Lessee of any proposed new agreements. If Lessee has any objection, it must object in writing prior to the new agreement being approved.

(c) Unless authorization is obtained from the Lessor, Lessee is prohibited from storing materials and/or equipment on the site.

8. Taxes.

(a) Lessee shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property. Lessor shall be solely responsible for and shall timely pay all real estate, special assessments or similar taxes relating to the Property, including any improvements made by Lessee. Lessee shall reimburse Lessor for the amount of any increase in real estate taxes attributable to Lessee's improvements, as determined by the local assessor upon receipt of a copy of the tax bill and request for reimbursement from Lessor. At the request of either party, the other shall provide evidence of payment of taxes.

(b) Lessee shall have the right to contest all taxes, assessments, charges and impositions, and Lessor agrees to join in such contest if required by law and to permit the Lessee to proceed with the contest in Lessor's name, provided the expense of the contest is borne by Lessee. If the Lessor initiates an action to contest taxes or other items, the Lessee may join in such action, provided Lessee pays its own expenses if so participating.

Lessor shall, within fourteen (14) days of receipt of notice of any increase in taxes, assessments or other charges, send a copy of such notice to Lessee.

9. **Waiver of Lessor's Lien.**

(a) Lessor waives any lien rights it may have concerning the Lessee's Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessee may enter into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee's Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment or distress for any Rent due or to become due and that Collateral may be removed at any time without recourse to legal proceedings.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee's Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reason, including, without limitation, signal interference; or (vi) or if Lessee produces any interference to Village or public safety that cannot be resolved within thirty (30) days, the lease may be terminated by Lessor. Lessee is not entitled to proration of prepaid rent if Lessee terminates this Agreement for any reason other than under (i) above.

11. **Destruction or Condemnation.** If the Premises or Lessee's Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.** Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee's Facilities bodily injury and property damage liability insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents caused by Lessee's use of the Premises all as provided for herein. Lessor shall be named as an additional insured on the Lessee's policy. Each party shall provide a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

13. **Assignment and Subletting.** Lessee may not assign or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor provided, however, that Lessee may assign, without Lessor's consent, its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 9 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including, but not limited to, those set forth in Paragraph 9 above, and Lessee may sublet or license all or any portion of the Premises to one or more entities for communications uses only related to or accessory to the principal use permitted by this agreement without Lessor's consent, provided that any physical improvements on the Premises shall be subject to compliance with all applicable code requirements of the Village. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereat; (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guarantees thereof.

14. **Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Lessor agrees to indemnify and hold harmless Lessee from any and all claims as warranted in this paragraph on Lessee's leasehold interest.

15. **Repairs.**

(a) Lessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Lessee.

Upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

(b) [Intentionally Omitted].

(c) Lessee shall reimburse Lessor for reasonable costs associated with increase in Lessor's site landscaping maintenance services costs resulting from Lessee's use of the Premises.

16. Hazardous Substances. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (i) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (ii) that Lessor will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessee agrees to defend, indemnify and hold harmless Lessor against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this Section. As used in this paragraph "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

17. [Intentionally Omitted]

18. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties and supersedes all other negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted successors and assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail return receipt requested or reliable overnight courier to the address of the respective parties set forth below:

LESSOR: Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169
Attn: Village Manager

With a copy to: Arthur L. Janura, Jr.
Arnstein & Lehr LLP
2800 West Higgins Road., Ste. 425
Hoffman Estates, IL 60169-7246

LESSEE: Comcast of Illinois VI, LLC

1500 McConnor Parkway
Schaumburg, IL. 60173
Attn: Director of Facilities and Real Estate

With a copy to: Comcast Cable Communications, LLC
1701 John F. Kennedy Boulevard
Philadelphia, PA. 19103-2838
Attn: General Counsel

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the State of Illinois.

(f) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such approval or consent shall not be unreasonably, conditioned, or withheld.

(g) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(h) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

(i) The parties represent and warrant that the persons who have executed this are duly authorized to execute this Agreement in their representative capacity as indicated.

19. **Acts of God, Vandalism.** Lessee shall hold Lessor harmless for any damage to Lessee equipment arising from acts of God or vandalism to Lessee's equipment and/or Lessor's equipment/facilities located on the Premises that are not due to Lessor's gross negligence or intentional acts.

20. [Intentionally Omitted]

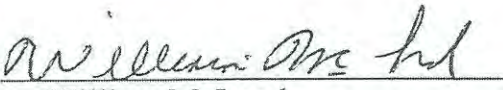
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR:

LESSEE:

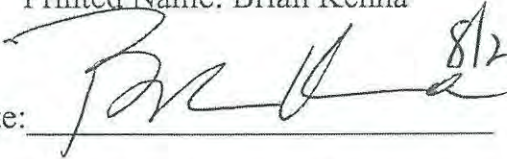
VILLAGE OF HOFFMAN ESTATES,
an Illinois municipal corporation

Comcast of Illinois VI, LLC
a Delaware limited liability company

By: 
William McLeod

By: _____
Printed Name: Brian Kenna

Date: 8/28/12

Date:  8/21/12

Title: Village President

Its: Senior Vice President Finance and
Accounting

Tax ID: 36-2434131

EXHIBIT A

DESCRIPTION OF LAND

To the Agreement dated August 28, 2012, by and between Village of Hoffman Estates, as Lessor, and Comcast of Illinois VI, LLC, a Delaware limited liability company as Lessee, the Land is described and/or depicted as follows:

LEGAL DESCRIPTION:

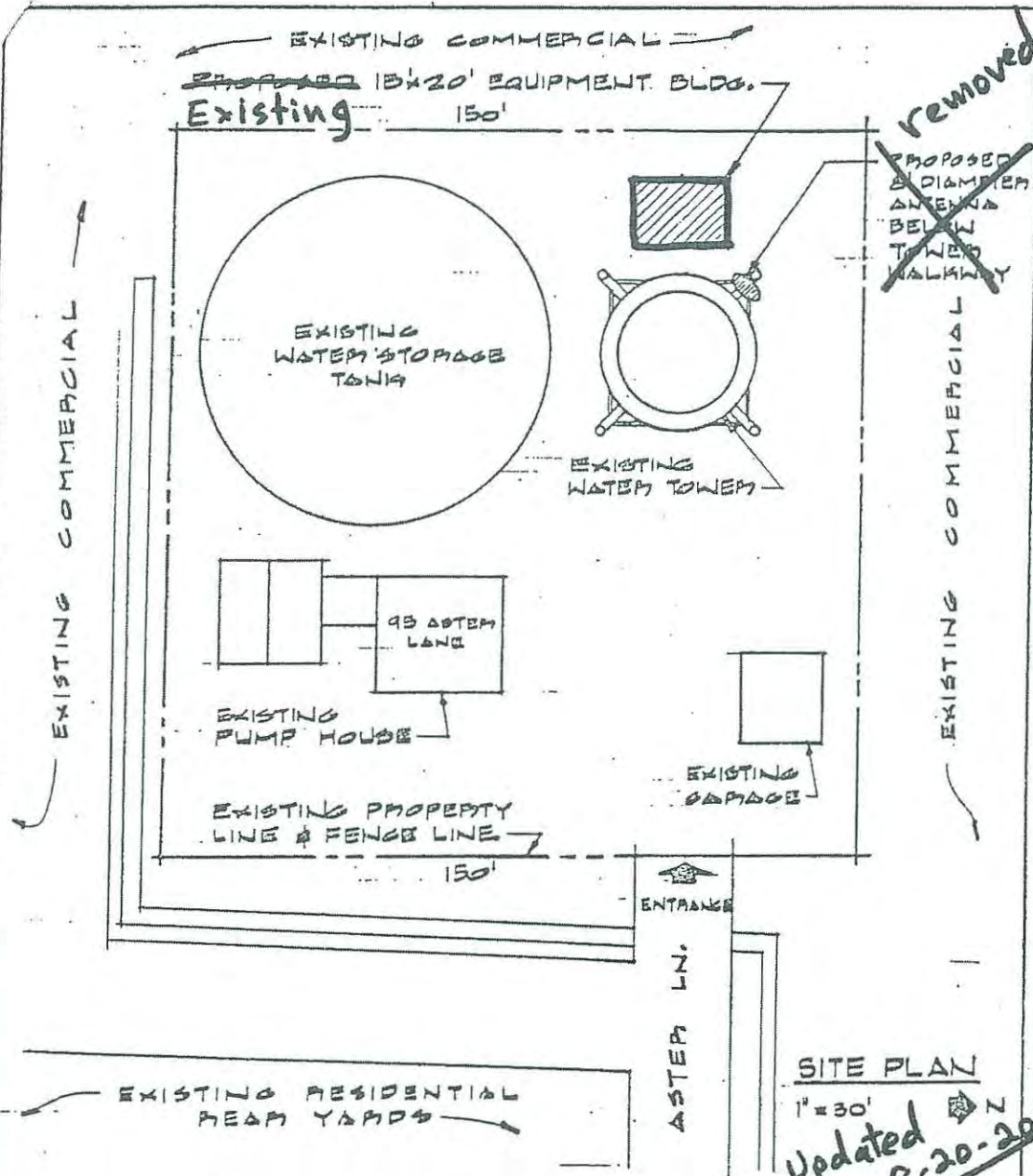
PIN: 07-15-200-026

That part of Lot 14 in Block 1, in Hoffman Estates 1, being a subdivision of that part of the west half of the northwest quarter and that part of the northwest quarter of the southwest quarter of Section 14, Township 41 north, Range 10, east of the Third Principal Meridian, lying north of Higgins Road, together with that part of the northeast quarter of Section 15, Township 41 north, Range 10, east of the Third Principal Meridian, lying north of Higgins Road, according to plat thereof registered in the office of the Registrar of Titles, Cook County, Illinois, on August 5, 1955, as Document 1612242, which said part of lot 14 of aforesaid is described as follows:

Commencing at the northeast corner of said Lot 14, thence south along the east line of said Lot 14 a distance of 200 feet, and thence west along a line perpendicular to said east line of Lot 14 a distance of 223 feet for a place of beginning; thence south from said place of beginning along a line perpendicular to the last described course a distance of 150 feet; thence east along a line perpendicular to the last described course a distance of 156 feet; thence north along a line perpendicular to the last described course a distance of 150 feet; thence west along a line perpendicular to the last described course a distance of 156 feet more or less to the place of beginning

EXHIBIT B

SITE PLAN



SITE PLAN
1" = 30'
Updated 8-20-2012



Warner Amex Cable Communications
Company of Northwest Suburbs
(312) 577-1818
1575 Rolling Road, Rolling Meadows, IL 60008

Comcast of Illinois

KOSTAK ASSOCIATES
LLC

ARCHITECTS 312/394-9444
MT. PROSPECT, IL. 60056

PROPOSED MICRO-WAVE DBO, C-1
BLDG., HOFFMAN ESTATES 2-6-82

EXHIBIT C

TERM	MONTHLY	ANNUALLY
August 1, 2012 – December 31, 2012	\$ 778.59	\$ 3,892.95*
January 1, 2013 – December 31, 2013	\$ 831.95	\$ 9,983.40
January 1, 2014 – July 31, 2014	\$ 887.45	
August 1, 2014 – December 31, 2014	\$ 1,442.95	\$ 13,426.90
January 1, 2015 – December 31, 2015	\$ 1,500.66	\$ 18,007.92
January 1, 2016 – December 31, 2016	\$ 1,560.69	\$ 18,728.28
January 1, 2017 – July 31, 2017	\$ 1,623.12	\$ 11,361.84*
*Proportionate Years		

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: 2017 Bond Ordinance

MEETING DATE: July 17, 2017

COMMITTEE: Finance

FROM: James H. Norris, Village Manager
Arthur L. Janura, Corporation Counsel
Rachel Musiala, Director of Finance

PURPOSE: Request approval of an Ordinance providing for the issuance of not to exceed \$10,000,000 General Obligation Bonds, Series 2017 of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, authorizing the execution of a bond order for each series of bonds, authorizing the execution of a refunding escrow agreement, and for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds.

BACKGROUND: The Village currently has \$26,645,000 of principal outstanding related to the Series 2008A General Obligation Bonds and \$16,690,000 of principal outstanding related to the Series 2009A General Obligation Bonds. These bonds were originally issued to fund the Village Hall remodeling, the construction of the new police station and fire station, and the construction of a new water tower. These bonds are subject to redemption on any date on or after December 1, 2018 and December 1, 2019 respectively. However, market conditions sometimes make it favorable to advanced refund outstanding bond issues or portions of those issues prior to redemption dates. A portion of the 2009A bonds was advance refunded in FY2016 to realize financial savings.

Additionally, as part of the water rate study that was approved in FY2014, in FY2015 the Village issued \$6,125,000 of new money bonds to fund water capital, storm sewer capital improvements, and a fire truck. As the second stage to the capital funding plan that was discussed during the FY2014 water rate study, the Village anticipated the need for another bond issue in FY2017 for additional water capital improvements.

DISCUSSION: Water capital needs in the amount of approximately \$6.5 million have been identified for FY2017-FY2019. Additionally, Speer Financial, the Village's Municipal Advisor, has been monitoring the current debt market and recommend that the Village utilize the rest of this bank qualified bond issue (\$3.5 million) to advance refund a portion of the outstanding debt referenced above. If conditions

remain favorable, the attached ordinance would give the Village the authority to move forward with the issuance of these bonds.

The parameters being approved with the attached ordinance specify:

- No more than \$10,000,000 of bonds will be sold: \$6,500,000 Series 2017A for water capital and \$3,500,000 Series 2017B for the refunding.
- The interest rate on the bonds will not exceed 5.50%.
- The maturity dates of the bonds will not exceed December 1, 2038.

As written, this ordinance will allow for the issuance of bonds for the purposes specified above in 2017 without further formal action needed. This ordinance was written by Vincent Cainkar, Bond Counsel, and has been reviewed by the Municipal Advisors, Underwriter (Robert W. Baird & Co.), and Village staff.

RECOMMENDATION: Request approval of an Ordinance providing for the issuance of not to exceed \$10,000,000 General Obligation Bonds, Series 2017 of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, authorizing the execution of a bond order for each series of bonds, authorizing the execution of a refunding escrow agreement, and for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds.

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$10,000,000 GENERAL OBLIGATION BONDS, SERIES 2017, OF THE VILLAGE OF HOFFMAN ESTATES, COOK AND KANE COUNTIES, ILLINOIS, AUTHORIZING THE EXECUTION OF A BOND ORDER FOR EACH SERIES OF BONDS, AUTHORIZING THE EXECUTION OF A REFUNDING ESCROW AGREEMENT, AND FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS

WHEREAS, the Village of Hoffman Estates, Cook and Kane Counties, Illinois (the "Village"), pursuant to the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois, is a home rule unit and may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt payable from *ad valorem* tax receipts maturing within 40 years from the time it is incurred and without prior referendum approval; and

WHEREAS, the Village President and the Board of Trustees (the "Board of Trustees") has deemed it to be necessary, essential and for the best interests of the inhabitants of the Village and necessary for the welfare of the government and affairs of the Village to make improvements to the Village's water system and to purchase a fire engine; and for the costs and expenses associated therewith, including engineering (the "Project"); and

WHEREAS, the estimated cost of the Project, including bond discount, bond issuance expenses and capitalized interest, if any, is not less than \$6,500,000, plus investment earnings thereon, as heretofore reported to and determined by the Board of Trustees and there are insufficient funds of the Village on hand and lawfully available to pay said costs, such that the Village expects to pay such costs by borrowing such money and issuing its general obligation bonds in evidence thereof; and

WHEREAS, the Village has heretofore issued its \$26,645,000 General Obligation Bonds, Series 2008A dated March 20, 2008 of which the following maturities are outstanding:

MATURITY DATE	PRINCIPAL AMOUNT
12/1/2030	\$ 2,415,000
12/1/2031	\$ 2,540,000
12/1/2032	\$ 2,665,000
12/1/2033	\$ 2,795,000
12/1/2034	\$ 2,935,000
12/1/2035	\$ 3,085,000
12/1/2036	\$ 3,240,000
12/1/2037	\$ 3,400,000
12/1/2038	\$ 3,570,000

(the "Prior Bonds"); and

WHEREAS, the Board of Trustees has considered and determined that interest rates available in the bond market are currently more favorable for the Village than they were at the time when the Prior Bonds were issued and that it is possible, proper and advisable to provide for the timely refunding of the Prior Bonds, and to provide for the payment and redemption thereof as same become due and at their respective earliest dates of redemption, to the end of taking advantage of the debt service savings which may result from such lower interest rates; and

WHEREAS, the Board of Trustees has determined that a portion of the outstanding maturities of the Prior Bonds shall be advance refunded (the "Refunding") in order to effect an interest rate savings to the Village; and

WHEREAS, the estimated cost of the Refunding, including bond discount and bond issuance expenses, is not more than \$3,500,000, plus investment earnings thereon, as heretofore reported to and determined by the Board of Trustees and there are insufficient funds of the Village on hand and lawfully available to pay said costs, such that the Village expects to pay such costs by borrowing such money and issuing its general obligation bonds in evidence thereof; and

WHEREAS, as a home rule unit, the Village by ordinance passed by the Board of Trustees is authorized to borrow money and in evidence thereof issue general obligation bonds of the Village without referendum in an amount not to exceed \$10,000,000 (the "Bonds") for the purpose of paying all or a portion of the costs of the Refunding and the Project, and paying certain costs incurred in connection with the issuance of the Bonds; and

WHEREAS, the Board of Trustees does hereby determine that it is advisable and in the best interest of the Village at this time to borrow money and in evidence thereof issue the Bonds for the purpose of paying all or a portion of the costs of the Refunding and the Project, and paying certain costs incurred in connection with the issuance of the Bonds, and in evidence of such borrowing, issue its full faith and credit bonds, in the principal amount not to exceed \$10,000,000.

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

Section 1: Definitions. Words and terms used in this Ordinance shall have the meanings assigned them unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

"*Act*" means the Constitution of the State of Illinois, the home rule powers of the Village, the Illinois Municipal Code, the Local Government Debt Reform Act, and the Omnibus Bond Acts.

"*Authorized Denominations*" means \$5,000 and integral multiples of \$5,000.

"*Board of Trustees*" is defined in the Preambles of this Ordinance.

"*Bond Counsel*" means, with respect to the original issuance of the Bonds, Louis F. Cainkar, Ltd., Chicago, Illinois, and thereafter, any firm of attorneys of nationally recognized expertise with respect to the tax-exempt obligations of political subdivisions, selected by the Village.

"*Bond Fund*" means the Series 2017 Bond Fund created in Section 12 of this Ordinance which consists of the Series 2017A Bond Fund and the Series 2017B Bond Fund.

"*Bond Order*" means that certain bond order, to be executed by the Village President for each series of Bonds, and setting forth certain details of each series of Bonds as provided in this Ordinance and includes the levy of the Pledged Taxes therefor.

"*Bond Purchase Agreement*" is defined in Section 11 of this Ordinance.

"*Bond Register*" means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

"Bond Registrar" means Amalgamated Bank of Chicago, Chicago, Illinois, or a successor thereto designated as bond registrar and paying agent; however, the Bond Registrar may be designated in the Bond Order.

"Bonds" means the not to exceed \$10,000,000 General Obligation Bonds, Series 2017, authorized to be issued by this Ordinance, including bonds issued in exchange for or upon transfer or replacement of bonds previously issued under this Ordinance. The Bonds include the Series 2017A Bonds issued for the Project, and the Series 2017B Bonds issued for the Refunding.

"Book Entry Form" means the form of the Bonds as fully registered and available in physical form only to the Depository.

"Code" means the Internal Revenue Code of 1986, as amended.

"County Clerks" means collectively, the County Clerk of Cook County and the County Clerk of Kane County, Illinois.

"Defeased Bonds" means such bonds as are described and defined by such term in Section 14 of this Ordinance.

"Depository" means The Depository Trust Company or successor depository duly qualified to act as a securities depository and acceptable to the Village.

"Designated Officials" mean the officers of the Village as follows: Village President, Village Manager, and the Village Treasurer.

"Escrow Agent" means Amalgamated Bank of Chicago, Chicago, Illinois, or a successor thereto designated as bond registrar and paying agent; however, the Bond Registrar may be designated in the Bond Order.

"Expense Account" means the account in the Proceeds Fund established hereunder and further described by Section 13 of this Ordinance.

"Global Book-Entry System" means the system for the initial issuance of the Bonds as described in Section 5.

"Government Securities" means: (a) direct and general full faith and credit obligations of the United States Treasury ("Directs"); (b) certificates of participation or trust receipts in trusts comprised wholly of Directs; (c) other obligations unconditionally guaranteed as to timely payment by the United States Treasury or the Federal Deposit Insurance Corporation; or (d) the interest only component of REFCORPs.

"Ordinance" or *"Bond Ordinance"* means this Ordinance No. ____ passed by the Board of Trustees on August 7, 2017 and approved by the Village President on that date.

"Outstanding" when used with reference to any bond, means a bond is outstanding and unpaid; provided, however, such term shall not include bonds: (a) which have matured or for which moneys are on deposit with proper paying agents, or are otherwise properly available, sufficient to pay all principal thereof and interest thereon; or (b) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of America, or other obligations unconditionally guaranteed as to timely payment by the United States Treasury or the Federal Deposit Insurance Corporation, the principal of and interest on which will be sufficient to pay at maturity or as called

for redemption all the principal of, redemption premium, if any, and interest on such bonds, and will not result in the loss of exclusion from gross income of the interest thereon under Section 103 of the Code.

"Paying Agent" means the Amalgamated Bank of Chicago, Chicago, Illinois, or a successor thereto designated as bond registrar and paying agent; however, the Paying Agent may be designated in the Bond Order.

"Pledged Taxes" means the taxes on all taxable property in the Village without limitation as to rate or amount, in an amount sufficient to produce the sums necessary to pay the interest on the Bonds as it falls due and to pay and discharge the principal thereof at maturity; and which consists of the Series 2017A Pledged Taxes and the Series 2017B Pledged Taxes.

"Prior Bonds" is defined in the Preambles of this Ordinance.

"Prior Bond Ordinance" an ordinance passed by the Board of Trustees on March 3, 2008 authorizing the issuance of the Prior Bonds.

"Prior Project" means the facilities financed, directly or indirectly, with the proceeds of the Prior Bonds.

"Proceeds Fund" means the Proceeds Fund created in Section 13 of this Ordinance.

"Project" is defined in the Preambles of this Ordinance.

"Project Account" means the account in the Series 2017A Proceeds Fund established hereunder and further described in Section 14 of this Ordinance.

"Purchase Price" means the price to be paid by the Purchaser for the Bonds as set forth in a Bond Purchase Agreement.

"Purchaser" means Robert W. Baird & Co, Naperville, Illinois.

"Record Date" means close of business on the fifteenth day of the month next preceding each interest payment date which occurs on the first day of any month, and the fifteenth day preceding any interest payment day occasioned by the redemption of the Bonds on other than the first day of a month.

"Refunded Bonds" means that portion of the Prior Bonds subject to the Refunding.

"Refunding" is defined in the Preambles of this Ordinance.

"Refunding Account" means the account in the Series 2017B Proceeds Fund established hereunder and further described in Section 14 of this Ordinance.

"Refunding Escrow Agreement" means the refunding escrow agreement between the Escrow Agent and the Village providing for the principal and interest payments on the Refunded Bonds.

"Representations Letter" means such agreement or agreements by and among the Village, the Bond Registrar, and the Depository as shall be necessary to effectuate a book-entry system for the Bonds, and includes the Blanket Letter of Representations executed by the Village and the Depository.

"Series 2017A Bonds" means that portion of the Bonds issued for the funding of the Project.

"Series 2017B Bonds" means that portion of the Bonds issued for the Refunding.

“Stated Maturity” means, with respect to any Bond, the date specified in such Bond as the fixed date on which the principal of such Bond or such interest is due and payable, whether by maturity or otherwise.

“Tax-Exempt” means, with respect to all or any portion of the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes.

“Term Bonds” means Bonds subject to mandatory redemption as designated in the Bond Order.

“Verification Agent” is Sikich LLP, Naperville, Illinois.

“Village” means the Village of Hoffman Estates, Cook and Kane Counties, Illinois.

Definitions also appear in the Preambles hereto or in specific sections, as appear below.

Section 2: Incorporation of Preambles. The Board of Trustees hereby finds that all of the recitals contained in the Preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 3: Authorization. It is hereby found and determined that the Board of Trustees has been authorized by law to borrow the sum of not to exceed \$10,000,000 upon the credit of the Village and as evidence of such indebtedness to issue at this time bonds in the aggregate principal amount not to exceed \$10,000,000 (the “Bonds”) in order to pay the costs of the Project and the Refunding. The Bonds shall be issued pursuant to the Act.

Section 4: General Terms of Bonds. The Series 2017A Bonds shall be issued in an aggregate principal amount not to exceed \$6,500,000 and shall be designated “General Obligation Bonds, Series 2017A.” The terms, conditions and provisions of the Series 2017A Bonds shall be provided in the Series 2017A Bond Order, which shall include a levy of taxes sufficient to timely pay the principal and interest thereon.

The Series 2017B Bonds shall be issued in an aggregate principal amount not to exceed \$3,500,000 and shall be designated “General Obligation Bonds, Series 2017B.” The terms, conditions and provisions of the Series 2017B Bonds shall be provided in the Series 2017B Bond Order, which shall include a levy of taxes sufficient to timely pay the principal and interest thereon. The aggregate principal amount of the Series 2017B Bonds may be increased depending upon the amount of the Series 2017A Bonds actually issued, but in no event shall the aggregate principal amount of the Bonds exceed the par amount of \$10,000,000.

The Bonds shall not exceed a par amount of \$10,000,000 and shall be issued in one or more series on or before December 31, 2017. The Bonds shall bear interest at a rate not to exceed 5.5% per annum and shall mature no later than December 1, 2038. The Bonds shall be sold at a purchase price of not less than 98% of par value. The Series 2017B Bonds providing for the Refunding shall be issued only if there is a net present value savings of 3.0% or more to the Village.

The Bonds shall be in fully registered form, and may be in book entry form. The Bonds shall be dated as of a date (the “Dated Date”) no earlier than the date of passage of this Ordinance and no later than their initial date of issuance as shall be set forth in a Bond Order; each Bond shall also bear its respective date of authentication; and the Bonds shall be numbered consecutively in

such fashion as shall be determined by the Bond Registrar. The Bonds shall be in Authorized Denominations, but no single such bond shall represent principal maturing on more than one date, and shall be numbered 1 and upwards. Each Bond shall bear interest from the later of its Dated Date or from the most recent interest payment date to which interest (computed on the basis of a 360-day year of twelve 30-day months) has been paid or duly provided for, commencing on a date within one year of the Dated Date, as shall be set forth in a Bond Order, and upon regular semiannual intervals thereafter, at the respective rates percent per annum provided, until the principal thereof shall be paid or duly provided for. So long as the Bonds are held in Book Entry Form, interest on each Bond shall be paid to the Depository by check or draft or electronic funds transfer, in lawful money of the United States of America, as may be agreed in the Representations Letter; and if the Bonds are in physical form to registered owners other than the Depository, interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, and mailed to the address of such registered owner as it appears on the Bond Register or at such other address as may be furnished in writing to the Bond Registrar. Amalgamated Bank of Chicago, Chicago Illinois is hereby appointed to serve as Bond Registrar and Paying Agent for the Bonds.

The full faith and credit of the Village are hereby irrevocably pledged to the punctual payment when due on the Bonds, together with the interest and any premium thereon. The Bonds shall be direct and general obligations of the Village, and the Village shall be obligated to levy unlimited *ad valorem* taxes upon all the taxable property in the Village for the payment of the Bonds according to their terms, without limitation as to rate or amount, which levy and taxes are also pledged to the punctual payment, when due, of the Bonds, together with the interest and any premium thereon, to the bondholders. Moneys derived from Series 2017A Pledged Taxes and all other moneys deposited or to be deposited into the Series 2017A Bond Fund are pledged as security for the payment of the principal of and interest on the Series 2017A Bonds. Moneys derived from Series 2017B Pledged Taxes and all other moneys deposited or to be deposited into the Series 2017B Bond Fund are pledged as security for the payment of the principal of and interest on the Series 2017B Bonds. These pledges are made pursuant to Section 13 of the Local Government Debt Reform Act and shall be valid and binding from the date of issuance of the Bonds. All such Pledged Taxes and the moneys held in a Bond Fund shall immediately be subject to the lien of such pledge without any physical delivery or further act and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Village irrespective of whether such parties have notice thereof.

Section 5: Global Book-Entry System. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds bearing the same rate of interest. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in such name as may be provided by the Depository (the "Book Entry Owner") and, accordingly, in Book Entry Form as provided and defined herein. One of the Designated Officials

is authorized to execute a Representations Letter or to utilize the provisions of an existing Representations Letter. Without limiting the generality of the authority given with respect to entering into a Representations Letter for the Bonds, it may contain provisions relating to: (a) payment procedures; (b) transfers of the Bonds or of beneficial interests therein; (c) redemption notices and procedures unique to the Depository; (d) additional notices or communications; and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, neither the Village nor the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a "Depository Participant") or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, neither the Village nor the Bond Registrar shall have any responsibility or obligation with respect to: (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds; (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as expressly provided in the Representations Letter, of any notice with respect to the Bonds, including any notice of redemption; or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that: (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein or in the Representations Letter; (b) the agreement among the Village and the Depository evidenced by the Representations Letter shall be terminated for any reason; or (c) the Village determines that it is in the best interests of the Village or of the beneficial owners of the Bonds that they be able to obtain certificated Bonds; the Village shall notify the Depository of the availability of Bond certificates, and such Bonds shall no longer be restricted to being registered in the Bond Register to the Book Entry Owner. The Village may determine at such time that such Bonds shall be registered in the name of and deposited with a successor depository operating a book entry only system, as may be acceptable to the Village, or such depository's agent or designee, but if the Village does not select such successor depository, then such Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

Section 6: Execution; Authentication. The Bonds shall be signed by the manual or duly authorized facsimile signatures of the Village President and the Village Clerk and may have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the

Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Bond Registrar, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder.

Section 7: Redemption.

A. *Optional Redemption.* If so provided in the Bond Order, the Bonds shall be subject to redemption, in whole or in part, prior to maturity at the option of the Village from any available moneys, in any order of their maturity as determined by the Village (less than all of the bonds of a single maturity to be selected by the Bond Registrar and within any maturity by lot), on the date of redemption provided in the Bond Order, and on any date thereafter, at such optional redemption prices as may be provided in the Bond Order.

B. *Mandatory Redemption.* If so provided in the Bond Order, any Bonds may be issued as Term Bonds and be subject to mandatory redemption, at a price of par, without premium, plus accrued interest to the date fixed for redemption, on such date of each year as may be provided in the Bond Order (the "Mandatory Redemption Date") and in the amounts and subject to such provisions as shall be set forth in the Bond Order. Bonds subject to mandatory redemption shall be deemed to become due on the Mandatory Redemption Dates except for any remainder to be paid at maturity. The Village covenants that it will redeem any Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds and levy taxes accordingly.

The principal amount of Bonds to be mandatorily redeemed on the Mandatory Redemption Date may be reduced through the earlier optional redemption thereof. In addition, on or prior to the 60th day preceding the Mandatory Redemption Date, the Bond Registrar may, and if directed by the Village shall, purchase Bonds required to be retired on the Mandatory Redemption Date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on the Mandatory Redemption Date.

C. *General Redemption Terms.* The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The Village shall, at least 30 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. The Bonds subject to mandatory redemption shall be called by the Bond Registrar for redemption without any further action of the Village. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions thereof to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided that such lottery shall provide for the selection for redemption of Bonds or portions

thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions thereof selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 8: Redemption Procedures. The Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows:

A. *Mandatory Redemption Procedure.* For a mandatory redemption, the Bond Registrar and Paying Agent shall proceed to redeem Bonds without any further order or direction from the Village whatsoever.

B. *Optional Redemption Procedure.* Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail or e-mailing at least 30 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All notices of redemption shall state:

- (1) the redemption date;
- (2) the redemption price;
- (3) the identification by CUSIP numbers, if applicable, and maturity dates (and, in the case of partial redemption of Bonds within a maturity, the respective principal amounts) of the Bonds to be redeemed;
- (4) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date;
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated corporate trust office of the Paying Agent; and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Paying Agent on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall be given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the Village shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions thereof which are to be redeemed on that date.

Subject to the provisions for a conditional optional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions thereof so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions thereof shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion thereof called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion thereof so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 9: Registration of Bonds; Persons Treated as Owners. The Village shall cause books (the "Bond Register") for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the office designated for such purpose of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office designated for such purpose of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the 15 days prior to a principal or interest payment date. The Bond Registrar shall not be required to transfer or exchange any Bond during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, the principal amount of Bonds and maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of the Bonds and maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his (her) legal representative. All

such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 10: Form of Bond. The Bonds shall be in substantially the following form:

REGISTERED NO. CUSIP REGISTERED \$

UNITED STATES OF AMERICA, STATE OF ILLINOIS, COOK AND KANE COUNTIES
VILLAGE OF HOFFMAN ESTATES
GENERAL OBLIGATION [REFUNDING] BOND, SERIES 2017] |

Interest Rate: % Maturity Date: Dated Date:

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Hoffman Estates, Cook and Kane Counties, Illinois (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the Dated Date identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above on December 1 and June 1 each year, commencing - _____, until said Principal Amount is paid or duly provided for, except as the hereinafter stated provisions for redemption prior to maturity may be and become applicable hereto. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the office designated for such purpose of Amalgamated Bank of Chicago, Chicago, Illinois, as paying agent (the "Paying Agent") and bond registrar (the "Bond Registrar"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar, at the close of business on the Record Date for each interest payment date and shall be paid by check or draft of the Paying Agent, payable upon presentation at the Bond Registrar in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the Village and Cede & Co., as nominee, or successor, for so long as this Bond is held by The Depository Trust Company, New York, New York, the depository, or nominee, in book entry only form as provided for same. Record Date means the close of business on the fifteenth day of the month next preceding an interest payment date which occurs on the first day of any month, and the fifteenth day preceding any interest payment day occasioned by the redemption of the Bonds on other than the first day of a month.

The Bonds shall be direct and general obligations of the Village. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the Village are hereby irrevocably pledged.

[Mandatory redemption and optional redemption provisions, as applicable, to be inserted here.]

[Notice of any optional redemption shall be sent by first class mail or e-mail not less than 30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the Village maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.]

This Bond is one of the Bonds issued by the Village to pay for the costs of [the Refunding] [the Project], all as authorized pursuant to the provisions of Illinois law, including, specifically, the Illinois Municipal Code, as amended, the Local Government Debt Reform Act, as amended, the Omnibus Bond Acts, and as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970, and

under Ordinance No. _____, duly passed by the Board of Trustees on August 7, 2017 authorizing the Bonds, as supplemented by a Bond Order dated _____, 2017 executed by the _____ (collectively, the "Bond Ordinance").

This Bond is subject to provisions relating to registration, transfer and exchange; and such other terms and provisions relating to security and payment as are set forth in the Bond Ordinance, to which reference is hereby expressly made, and to all the terms of which the Registered Owner hereof is hereby notified and shall be subject.

The Bonds are secured by the general obligation of the Village for the payment of which the Village in the Bond Ordinance has pledged its full faith and credit and levied *ad valorem* taxes, unlimited as to rate or amount, upon all taxable property within the Village sufficient to pay the principal and interest thereon. The Village reserves the right to issue obligations on a parity basis with the Bonds.

The Bonds shall initially be issued in a Global Book Entry System (as provided in the Bond Ordinance). The provisions of this Bond and of the Bond Ordinance are subject in all respects to the provisions of the Representations Letter between the Village and The Depository Trust Company, or any substitute agreement, affecting such Global Book-Entry System.

The Village and the Bond Registrar may deem and treat the person in whose name any Bond shall be registered in the Bond Register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of or on account of the principal of or interest thereon, and for all other purposes whatsoever; all such payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid; and neither the Village nor the Bond Registrar shall not be affected by any notice to the contrary.

The Village has designated each of the Bonds as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986.

It is hereby certified and recited that all acts, conditions, and things required by law to exist or to be done precedent to or in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the Village including the issuance of the Bonds of which this is one, does not exceed any limitation imposed by law, and that provision has been made for the collection of a direct annual tax to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF, the Village of Hoffman Estates, Cook and Kane Counties, Illinois, by its Board of Trustees, has caused this Bond to be signed by the duly authorized manual or facsimile signatures of the Village President and the Village Clerk, all as appearing hereon and as of the Dated Date as identified above.

Village President

Village Clerk

Date of Authentication:

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar
and Paying Agent: Amalgamated Bank of Chicago
Chicago, Illinois

This Bond is one of the bonds issued in the within mentioned Bond Ordinance.

By _____
Authorized Signatory

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Village or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address and Social Security or other identifying number of Assignee)
 the within Bond and does hereby irrevocably constitute and appoint _____ as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

 Signature of Assignee

Signature guaranteed: _____

NOTICE: The signature to this assignment and transfer must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 11: Sale of Bonds. The Village Treasurer is hereby authorized to proceed, without any further authorization or direction from the Board of Trustees, to sell and deliver the Bonds to the Purchaser as herein provided at not less than the Purchase Price as shall be set forth in the Bond Order relating to same. The Purchaser is authorized to pay all or a portion of the cost of issuance of the Bonds and receive a credit against the Purchase Price of the Bonds therefor. Upon the sale of the Bonds, any of the Designated Officials are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the Bond Purchase Agreement and closing documents including such certification and documentation as may be required by bond counsel approving the Bonds, including, specifically, a tax compliance certificate, to render their opinion as to the Tax-Exempt status of the interest on any Bond pursuant to the Code. It is hereby found that no person holding any office of the Village, either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the sale of the Bonds.

A bond purchase agreement for the sale of each series of Bonds to the Purchaser (the "Bond Purchase Agreement") substantially in the form as approved for execution by the Village Attorney, is hereby in all respects authorized and approved. A Designated Official signing the Bond Purchase Agreement is hereby authorized to execute the same, and execution shall constitute full and complete approval of all necessary or appropriate completions and revisions as shall appear

therein. Upon the sale of each series of Bonds, a Designated Official shall execute a Bond Order which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the Village and made available to the Board of Trustees at the next public meeting thereof.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "Official Statement") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Village are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Bond Purchase Agreement, this Ordinance, the Bond Order, the Preliminary Official Statement, the Official Statement and the Bonds. The Village President or the Village Clerk are hereby each authorized to designate the Official Statement as "final" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

Section 12: Security: Tax Levy, Bond Fund and Abatement. The Bonds are a general obligation of the Village, for which the full faith and credit of the Village are irrevocably pledged, and are payable from the levy of the taxes on all of the taxable property in the Village, without limitation as to rate or amount, in an amount sufficient to produce the sums necessary to pay the interest on the Bonds as it falls due and to pay and discharge the principal thereof at maturity (the "Pledged Taxes"). For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all the taxable property within the Village, in the years for which any of the Bonds are Outstanding, a direct annual tax sufficient for that purpose.

The Village President is hereby directed to file with the County Clerks as part of a Bond Order, a levy of taxes upon all taxable property in the Village in addition to all other taxes, a direct annual tax in an amount sufficient to produce the sums necessary to pay the interest on the Bonds as it falls due and to pay and discharge the principal thereof at maturity. It shall be the duty of the County Clerks to ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the Village in connection with other taxes levied in said year for general and special purposes, in order to raise the respective amounts as provided in a Bond Order and in said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general and special purposes of the Village, and when collected, the Series 2017A Pledged Taxes hereby levied shall be placed to the credit of a special fund to be designated "Series 2017A Bond Fund," and the Series 2017B Pledged Taxes hereby levied shall be placed to the credit of a special fund to be designated "Series 2017B Bond Fund," which funds are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal and interest on the Series 2017A Bonds and the Series 2017B Bonds, respectively.

Principal or interest coming due at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the Village, and the fund from which such payment was made shall be reimbursed from the Pledged Taxes when the same shall be collected.

The Village covenants and agrees with the purchasers and the holders of the Bonds that so long as the Bonds remains Outstanding, except as herein otherwise specifically provided, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the appropriate Bond Fund. To the extent that the Village has funds available on March 1, 2018, and on the 1st day of each March thereafter (or on the last day provided for a levy of a tax for principal and interest on bonds, as currently established in 30 ILCS 350/16), to timely pay the principal and interest on the Bonds on the ensuing June 1 and December 1, the Village Treasurer or the Village Manager is each hereby authorized to fully or partially abate the tax levy for any series of Bonds by filing a certificate of abatement with the County Clerks.

Section 13: Creation of Proceeds Funds; Appropriation; and Escrow Account. The Proceeds Fund is hereby created for the Bonds which shall consist of the Expense Account, the Series 2017A Project Account (the "Project Account"), and the Series 2017B Refunding Account (the "Refunding Account"). Bond proceeds and other funds of the Village as noted are hereby appropriated and shall be deposited for use as follows:

A. Accrued interest, if any, on the Bonds shall be used to pay the first interest due on the Bonds and to such end are hereby appropriated for such purpose and ordered to be deposited into the appropriate Bond Fund.

B. The amount necessary from the proceeds of the Bonds is hereby appropriated for and shall be used to pay costs of issuance of the Bonds; and shall be deposited into a separate account, hereby created, designated as the Expense Account. Any disbursement from such account shall be made from time to time as necessary. Any excess in the Expense Account shall be deposited into the appropriate Bond Fund after 30 days from the date of issuance of the Bonds. At the time of issuance of the Bonds, the costs of issuance may, at the request of the Village, be paid by the Purchaser on behalf of the Village from the proceeds of the Bonds.

C. The balance of the proceeds of the Series 2017A Bonds are hereby appropriated for the Project and shall be deposited into a separate account, hereby created, designated as the Project Account.

D. The amount necessary from the proceeds of the Series 2017B Bonds, together with such money in the existing bond funds for the Prior Bonds, and such additional amounts as may be necessary from the general funds of the Village, are hereby appropriated for, shall be used to pay for the costs of the Refunding of the Refunded Bonds, and shall be deposited into the Refunding Account. The Refunding Account shall be maintained in an escrow account (the "Escrow Account"), with the Escrow Agent, pursuant to a Refunding Escrow Agreement hereby authorized for the purpose of paying the principal of, premium, if any, and interest as provided above. The Board of Trustees approves the form, terms and provisions of the Refunding Escrow Agreement and directs the Village President and Village Clerk to execute, attest, and deliver the Refunding Escrow Agreement in the name and on behalf of the Village. Amounts in the escrow may be used to purchase open-market Government Securities, sufficient to provide for the

Refunding. The Escrow Agent is hereby authorized to act as agent for the Village in the purchase of the Government Securities, if any. In the event that U.S. Treasury Securities – State and Local Government Series are not available or in the event that open-market Government Securities provides for a greater savings, the Escrow Agent and the Village are hereby authorized to use a bidding agent as designated in the Series 2017B Bond Order, to facilitate the purchase of the Government Securities. The Verification Agent is hereby authorized and shall prepare a verification report concerning the moneys deposited into the Escrow Account.

Section 14: Call of the Refunded Bonds. In accordance with the redemption provisions of the Prior Bond Ordinance, the Board of Trustees hereby makes provision for the payment of and does hereby authorize a Designated Officer to call (subject only to the delivery of the Bonds) all of the Refunded Bonds for redemption and payment prior to maturity on December 1, 2018.

Section 15: Defeasance of the Bonds. Any Bond or Bonds: (a) which are paid and canceled; (b) which have matured and for which sufficient sums been deposited with a bank or trust company authorized to keep trust accounts to pay all principal and interest due thereon; or (c) for which sufficient United States funds and Government Securities have been deposited with a bank or trust company authorized to keep trust accounts, taking into account investment earnings on such obligations, to pay all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement (such Bonds as described in this clause (c) being “Defeased Bonds”), shall cease to have any lien on or right to receive or be paid from the Pledged Taxes and shall no longer have the benefits of any covenant for the registered owners of Outstanding Bonds as set forth herein as such relates to lien and security of the Outstanding Bonds. All covenants relative to the Tax-Exempt status of such Bond or Bonds; and payment, registration, transfer, and exchange are expressly continued for all Bonds whether Outstanding Bonds or not.

Section 16: General Tax Covenants. The Village hereby covenants that it will not take any action, omit to take any action, or permit the taking or omission of any action, within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting, or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such examination.

The Village also agrees and covenants with the Purchaser and holders of the Bonds from time to time Outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the Tax-Exempt status of the Bonds.

The Board of Trustees hereby authorizes the Designated Officials to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be Tax-Exempt. In furtherance therewith, the Village and the Board of Trustees further agree: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by the Designated Officials, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 17: Not Private Activity Bonds. None of the Bonds is a "private activity bond" as defined in Section 141(a) of the Code. In support of such conclusion, the Village certifies, represents and covenants as follows:

A. None of the proceeds of the Prior Bonds, or of the Bonds, were or are to be used, directly or indirectly, in any trade or business carried on by any person other than a state or local governmental unit.

B. No direct or indirect payments were or are to be made on the Prior Bonds or the Bonds with respect to any private business use by any person other than a state or local governmental unit other than generally as a rate payer.

C. None of the proceeds of the Prior Bonds or the Bonds were or are to be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

D. No user of the Prior Project or the Project, other than the Village, did or will use the same on any basis other than the same basis as the general public; and no person will be a user as a result of (1) ownership, (2) actual or beneficial use pursuant to a lease, a management or incentive payment contract, or (3) any other arrangement.

Section 18: Continuing Disclosure Undertaking. The Designated Officials are each hereby authorized, empowered and directed to execute and deliver a continuing disclosure undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Continuing Disclosure Undertaking"). When such Continuing Disclosure Undertaking is executed and delivered on behalf of the Village, it will be binding on the Village and the officers, agents, and employees of the Village, and the same are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed. Notwithstanding any other provisions of this Ordinance, the sole remedies for failure to comply with such Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 19: Qualified Tax-Exempt Obligations. The Village represents that:

- A. The Bonds are not private activity bonds as defined in Section 141 of the Code;
- B. The Village hereby designates the Bonds as qualified tax-exempt obligations for purposes of Section 265(b) of the Code;
- C. The reasonably anticipated amount of qualified tax-exempt obligations (including 501(c)(3) obligations and tax-exempt leases but excluding other private activity bonds and excluding bonds issued to refund qualified tax-exempt obligations) which will be issued by the Village and all entities subordinate to the Village during 2017 does not exceed \$10,000,000; and
- D. The Village has not designated more than \$10,000,000 of qualified tax-exempt obligations during 2017.

Section 20: Noncompliance with Tax Covenants. Notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance and other documents executed by the Village which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law need not be complied with if the Village receives an opinion of nationally recognized bond counsel that any such provision is unnecessary to preserve the exemption from federal taxation.

Section 21: Registered Form. The Village recognizes that Section 149(j) of the Code, as amended, requires the Bonds to be issued and to remain in fully registered form in order that interest thereon not be includable in gross income for federal income tax purposes under laws in force at the time the Bonds are delivered. The Village will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 22: Reimbursement. None of the proceeds of the Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the Village prior to the date hereof.

Section 23: Ordinance to Constitute a Contract. The provisions of this Ordinance shall constitute a contract between the Village and the registered owners of the Bonds. Any pledge made in this Ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Village shall be for the equal benefit, protection and security of the owners of the Bonds. Each of the Bonds, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Ordinance. This Ordinance shall constitute full authority for the issuance of the Bonds.

Section 24: Amendments of and Supplements to the Ordinance.

A. *Without Consent of Bondholders.* The Village may amend or supplement this Ordinance or the Bonds without notice to or consent of any Bondholder:

- (1) to cure any ambiguity, inconsistency or formal defect or omission;
- (2) to grant for the benefit of the Bondholders additional rights, remedies, powers or authority;
- (3) to provide for additional collateral for the Bonds or to add other agreements of the Village;
- (4) to modify this Ordinance or the Bonds to permit qualifications under

the Trust Indenture Act of 1939 or any similar Federal statute at the time in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States; or

(5) to make any change (including, but not limited to, a change to reflect any amendment to the Code or interpretations by the IRS of the Code) that does not materially adversely affect the rights of any Bondholder.

B. *With Consent of Bondholders.* If an amendment of or supplement to this Ordinance or the Bonds without any consent of Bondholders is not permitted by the preceding paragraph, the Village may enter into such amendment or supplement upon not less than 30 days, notice to Bondholders and with the consent of the holders of at least a majority in principal amount of the Outstanding Bonds. However, without the consent of each Bondholder affected, no amendment or supplement may:

- (1) extend the maturity of the principal of, or interest on, any Bond;
- (2) reduce the principal amount of, or rate of interest on, any Bond;
- (3) affect a privilege or priority of any Bond over any other Bond;
- (4) reduce the percentage of the principal amount of the Bonds required

for consent to such amendment or supplement;

(5) impair the exclusion of interest on the Bonds from the federal gross income of the owner of any Bond; or

(6) eliminate any mandatory redemption of the Bonds or call for mandatory redemption or reduce the redemption price of such Bonds.

C. *Effect of Consents.* After an amendment or supplement becomes effective, it will bind every Bondholder. For purposes of determining the total number of Bondholders' consents, each Bondholder's consent will be effective with respect to the Bondholder who consented to it and each subsequent holder of a Bond or portion of a Bond evidencing the same debt as the consenting holder's Bond.

D. *Notation on or Exchange of Bonds.* If an amendment or supplement changes the terms of the Bond, the Village may require the holder to deliver it to the Bond Registrar. The Bond Registrar may place an appropriate notation on the Bond about the changed terms and return it to the holder. Alternatively, if the Bond Registrar and the Village determine, the Village in exchange for the Bond will issue and the Bond Registrar will authenticate a new Bond that reflects the changed terms.

Section 25: Tax Levy for Prior Bonds. The Designated Officials are hereby authorized to file a certificate of abatement with the Cook County Clerk and the Kane County Clerk abating the tax levy for the Refunded Bonds to the extent that such tax levies are not used to pay for the debt service on the Bonds.

Section 26: Home Rule Authority. This Ordinance is prepared in accordance with the powers of the Village as a home rule unit under Article VII of the 1970 Illinois Constitution.

Section 27: Supplemental Documents. The Designated Officials are hereby authorized to execute or attest such documents as necessary to carry out the intent of this Ordinance, the execution of such documents to constitute conclusive evidence of their approval and approval hereunder.

Section 28: Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 29: Repealer and Effective Date. All resolutions, ordinances, orders or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its passage.

PASSED THIS _____ day of _____, 2017

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

APPROVED THIS _____ DAY OF _____, 2017

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2017.

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization to award contract for a replacement Licensed Band Microwave High Speed Wireless System for the Village of Hoffman Estates to Entre Solutions II, Bloomington, IL, in a total amount not to exceed \$198,645.75.

MEETING DATE: July 17, 2017

COMMITTEE: Finance

FROM: Fred Besenhoffer, Director of Information Systems

PURPOSE: To award contract for the installation of a replacement Licensed Band Microwave High Speed Wireless System.

BACKGROUND: The current Village High Speed Wireless System is 8 years old and has exceeded its end of life (normally 5-7 years) with a number of radios that have already failed. The system is the primary data connection for Fire Station 23, is the backup connection for Station 24, the Police Department and the Sears Center

Village staff was tasked with developing a RFP for a replacement Licensed Band Microwave High Speed Wireless System that would meet the current and future needs of the Village.

DISCUSSION: Vendors were asked to provide a solution to attain 1 gigabyte transmission speeds and to replace five existing links as well as providing a new link to an additional location. Vendors were also asked to provide an option for establishing a line of sight connection to the police department.

By May 12, 2017, the proposal submission deadline, a total of seven proposals were received.

After a thorough review of all the proposals submitted, staff chose to speak with CDWG and Entre Solutions II. As a result of these conversations CDWG was eliminated from consideration due to the lack of clarity of the overall project solution. Entre Solutions II was asked to meet with Information Department staff and further explain their proposal.

At the conclusion of the interview staff determined that Entre Solutions II was fully qualified with regards to their knowledge, installation and maintenance of the proposed

equipment and that their proposal was the most cost effective. Staff therefore recommends that Entre Solutions II be awarded the contract for the replacement of the Licensed Band Microwave High Speed Wireless System for the Village of Hoffman Estates.

Option A

-Vendors provided proposals that included a solution for a direct Line of Site connection from the Stonington Water Tower to the Police department.

Option B

-Vendors provided proposals that did not include a solution for a direct Line of Site connection from the Stonington Water Tower to the Police department and chose to upgrade the system as it is currently.

Most vendors chose to submit proposals for both options.

Vendor	System	Price	
		Option A	Option B
CDWG	DragonWave	\$186,031.00	\$187,280.82
Entre Solutions	Cambium PTP 820C	\$198,646.00	
Radicom	Cambium PTP 820C		\$256,885.00
Sentinel	DragonWave	\$289,105.00	\$346,294.00
Pace Systems	Cambium PTP 820C	\$309,530.00	\$347,305.00
Chicago Comm.	Cambium PTP 820C	\$454,142.00	\$539,206.00
Muti.	Dragonwave	\$581,977.00	

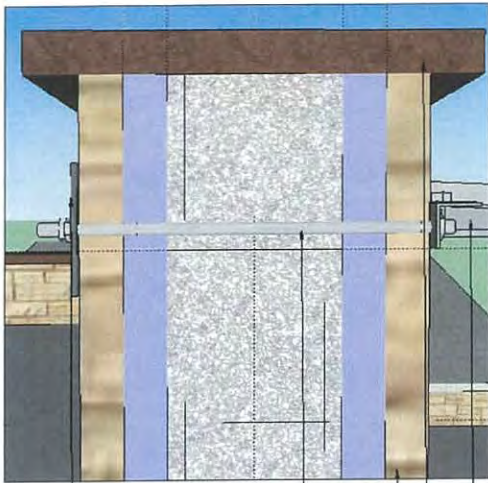
Entre Solutions II originally proposed the installation of a 60ft ground tower (Option 1) for providing a direct Line of Site (LoS) to the Police Department, eliminating the Stonington Water Tower to Aster Water Tower to Police Department link reducing cost and complexity of the project. However, during our interview they also proposed, as an alternative to the ground tower, the installation of a “stub” tower (Option 2) on the roof of the building. Both options are viable and will provide the LoS needed back to the Stonington Water Tower.

The following drawings and diagrams depict the details of both options presented to the Village.

Option 1

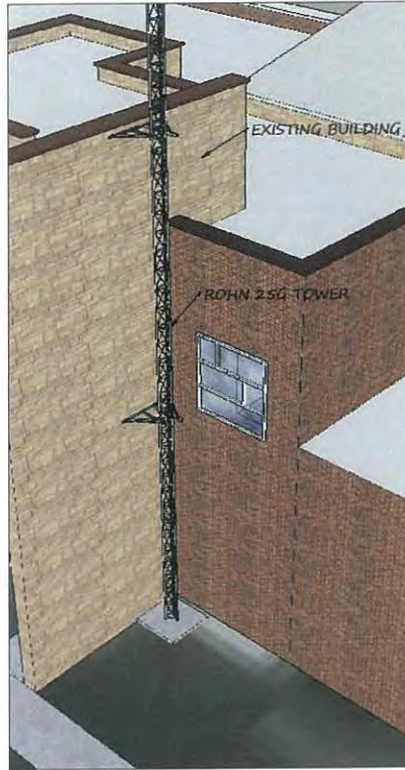
- 60ft tower
- Concrete foundation
- Bracketed to the outer wall
- Cost \$8295 included in the project cost





REAR MOUNTING
PLATE 1/4" STEEL
8" x 8"
1/2" THREADED ROD

LIMESTONE VENEER
LIMESTONE TOP CAP
ROHN G-SERIES WALL MOUNT (HBTVRO)



Entre Solutions II

333 S PROSPECT RD.
SUITE #113
Bloomington, IL 61704
TEL (309) 432-3377
ENTRESOLUTIONS

CLIENT INFORMATION

Village of Hoffman
Estates.
Option 1

SITE NAME

Hoffman Estates
Police Department.

SITE ADDRESS

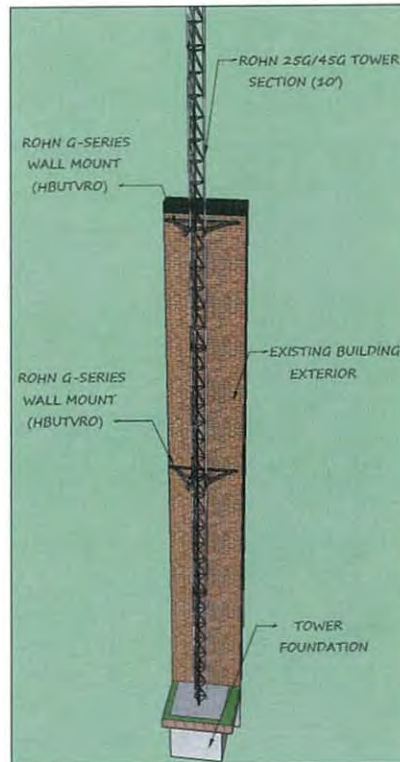
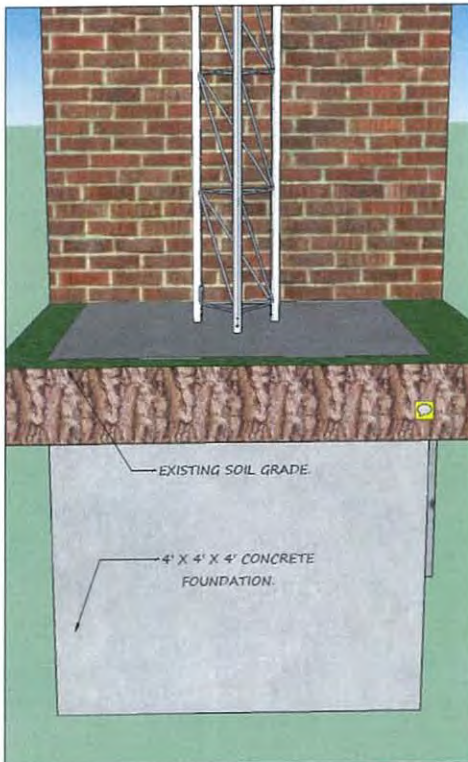
431 W Higgins Rd,
Hoffman Estates, IL
60369

SHEET NAME

Rohn Tower
Site Overview.

SHEET NUMBER

A-1



Entre Solutions II

333 S PROSPECT RD.
SUITE #113
Bloomington, IL 61704
TEL (309) 432-3377
ENTRESOLUTIONS

CLIENT INFORMATION

Village of Hoffman
Estates.

SITE NAME

Hoffman Estates
Police Department.

SITE ADDRESS

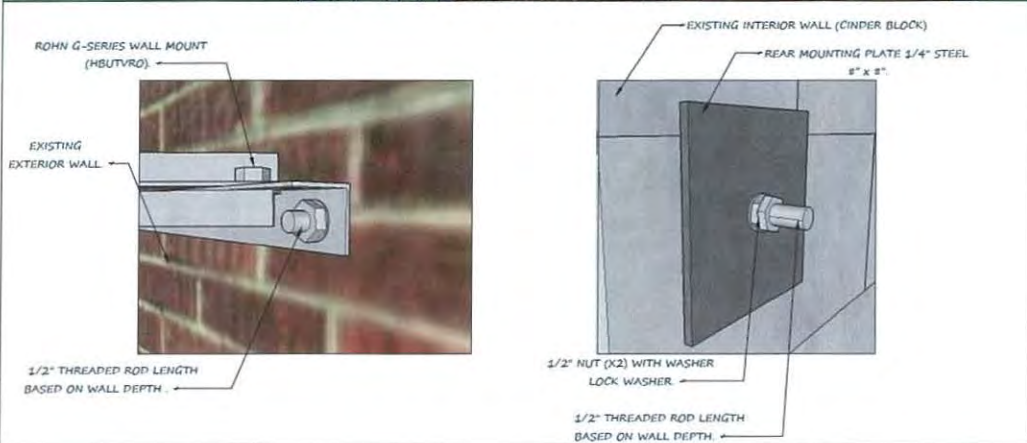
431 W Higgins Rd,
Hoffman Estates, IL
60369

SHEET NAME

Rohn Tower
Foundation.

SHEET NUMBER

A-2




Entre Solutions II

333 S PROSPECT RD
SUITE #110
BIRMINGHAM, AL 35204
TEL (205) 413-9187
ENTRESOLUTIONS.COM

CLIENT INFORMATION

Village of Hoffman Estates.

SITE NAME

Hoffman Estates Police Department.

SITE ADDRESS

411 W Higgins Rd,
Hoffman Estates, IL
60169

SHEET NAME

Rohn Tower Bracket Detail

SHEET NUMBER

A-3

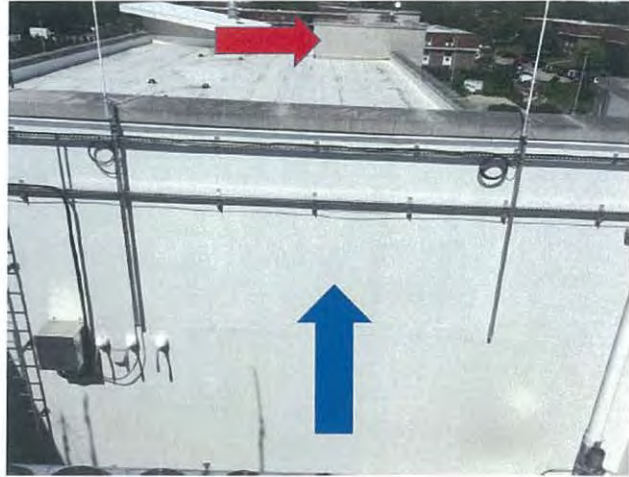
Option 2

- 30ft bracketed tower on the North/North East section of the roof
- Location currently houses the other antenna (radio, DragonWave etc.)
- No rooftop penetration; tower sits on a base plate
 - Option also recommended by Paul Petrenko, Facilities Manager
- Cost \$6704



Hoffman Estates Police Dept tower locations

- Recommended solution is to install a 40ft bracketed tower running on the inside of the HVAC dugout **Blue arrow**.
- The **Red arrow** is another alternative location for a 30ft bracketed tower attached to wall (outside)
- The **Top** tower bracket must go completely through the wall (required)

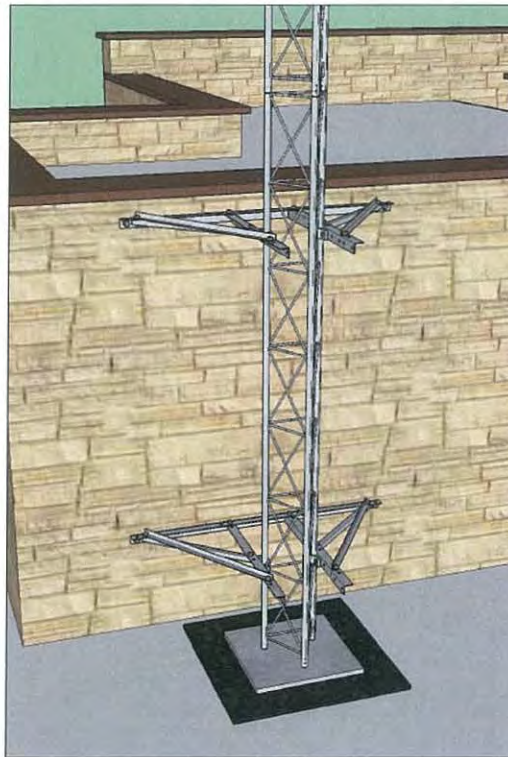
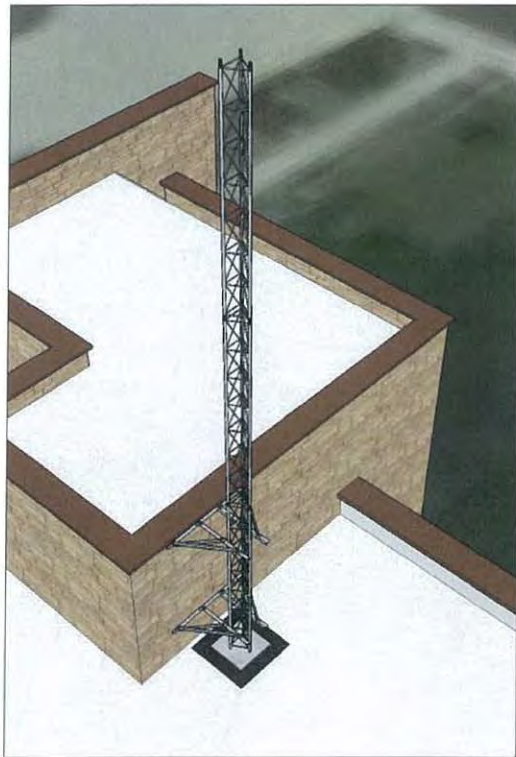


Wall on roof tower will be attached

- Recommended solution is to install a 30ft bracketed tower running on the outside of the HVAC dugout
- The **Red arrow** is the location for a 30ft bracketed tower attached to wall
- This design requires both tower brackets must go completely through the wall



Side view of wall tower will be attached



Entre Solutions II

222 S PROSPECT RD.
SUITE #111
BIRMINGHAM, IL 62104
TEL: (618) 452-9377
ENTRESOLUTIONS

CLIENT INFORMATION

Village of Hoffman
Estates.

SITE NAME

Hoffman Estates
Police Department.

SITE ADDRESS

411 W Higgins Rd,
Hoffman Estates, IL
60169

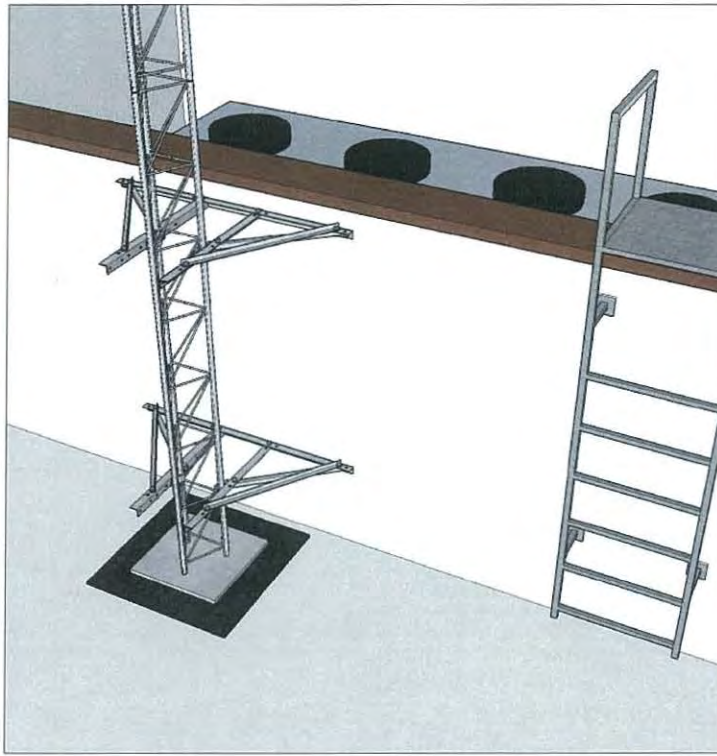
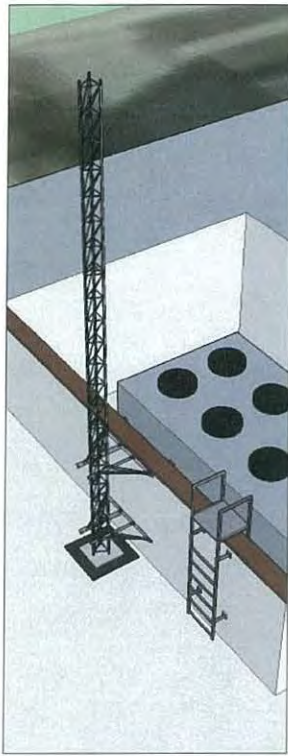
SHEET NAME

STUB-TOWER 30'
ATTACHED TO WALL
TECHNICAL DRAWING

SHEET NUMBER

A-1

FOR INFORMATIONAL PURPOSE ONLY: FINAL TOWER LOCATION TO BE DETERMINED AT LATER DATE.



Entre Solutions II

221 S PROSPECT RD.
SURT #21
Bloomington, IL 61704
TEL (815) 432-3337
ENTRESOLUTIONS

CITY INFORMATION

Village of Hoffman
Estates.

SITE NAME

Hoffman Estates
Police Department.

SITE ADDRESS

421 W Higgins Rd,
Hoffman Estates, IL
60169

SHEET NAME

STUB-TOWER 40'
HVAC DUGOUT
TECHNICAL DRAWING

SHEET NUMBER

A-1

FOR INFORMATIONAL PURPOSE ONLY: FINAL TOWER LOCATION TO BE DETERMINED AT LATER DATE.

Examples of Stub Towers



FINANCIAL IMPACT: Funding for this replacement is budgeted in the 2017 Annual Operating Budget under account #47008625-4602 in the amount of \$180,000. The remaining \$18,645.75 will be absorbed through savings realized in other Capital projects already completed in 2017

RECOMMENDATION: Request authorization to award contract for a replacement Licensed Band Microwave High Speed Wireless System for the Village of Hoffman Estates to Entre Solutions II, Bloomington, IL, in a total amount not to exceed \$198,645.75.



Entre Solutions II

211 S. Prospect Rd.
Suite 11
Bloomington, IL 61704
PO Box 818
Normal, IL 61761
Phone: 309-452-3157

QUOTE

Number ENTQ1844

Date May 17, 2017

Sold To Village of Hoffman Estates Fred Besenhoffer 1900 Hassell Road Hoffman Estates, Illinois 60169 United States	Ship To Village of Hoffman Estates Fred Besenhoffer 1900 Hassell Road Hoffman Estates, Illinois 60169 United States	Your Sales Rep Brad Blumenshine 309-452-3157 BradB@entrebloom.com
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Phone
Fax

Phone
Fax

Here is the quote you requested.

Terms	P.O. Number	Ship Via
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Due on receipt

Qty	Description	Unit Price	Ext. Price
Hoffman Estates Link Upgrades			
<i>Link 1: Stonington Water Tower to Westbury Water Tower</i>			
2	CAM PTP820S 18GHz, TR1560, Hi	\$2,800.00	\$5,600.00
2	CAM PTP820S 18GHz, TR1560, Lo	\$2,800.00	\$5,600.00
4	CAM Grounding Kit for CAT5e F/UTP cable	\$13.80	\$55.20
4	CAM PTP650 AC Power Injector	\$65.00	\$260.00
4	CAM PTP820 Capacity Key 500M,ACM Enabled	\$1,149.00	\$4,596.00
4	CAM GBE Connector Kit	\$22.43	\$89.72
4	CAM Ground Cable for PoE and ODU	\$13.80	\$55.20
4	CAM Gigabit Surge Suppressor 56V	\$41.00	\$164.00
2	PTP 820 2' ANT,SP,11GHz,RFU-C TYPE&Std UBR100 - Andrew	\$459.41	\$918.82
2	CAM PTP820 RFU-C 18GHz OMT DM Kit	\$895.23	\$1,790.46
2	CAM RFU-C 18GHz OMT Interface-Andrew	\$99.00	\$198.00
1	FCC Frequency Engineering and Coordination.	\$1,499.00	\$1,499.00
2	Misc Mounting, Hardware, Cabling and Mast for antenna's and towers	\$150.00	\$300.00
4	Entre Outdoor Cat 6 Cable Run	\$375.00	\$1,500.00
19	Tower Time	\$225.00	\$4,275.00

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. (NEGOTIABLE)

Qty	Description	Unit Price	Ext. Price
19	Ground Time	\$75.00	\$1,425.00
4	5 Year Warranty for Cambium PTP 820	\$1,695.00	\$6,780.00
2	5 Year Link Monitoring by Entre Solutions Engineer (Billed @ \$25/mo)	\$1,500.00	\$3,000.00
SubTotal			\$38,106.40

Link 2: Stonington Water Tower to Beacon Pointe Water Tower

2	CAM PTP820S 11GHz, TR1560, Hi	\$2,800.00	\$5,600.00
2	CAM PTP820S 11GHz, TR1560, Lo	\$2,800.00	\$5,600.00
4	CAM Grounding Kit for CAT5e F/UTP cable	\$13.80	\$55.20
4	CAM PTP650 AC Power Injector	\$65.00	\$260.00
4	CAM PTP820 Capacity Key 500M,ACM Enabled	\$1,149.00	\$4,596.00
4	CAM GBE Connector Kit	\$22.43	\$89.72
4	CAM Ground Cable for PoE and ODU	\$13.80	\$55.20
4	CAM Gigabit Surge Suppressor 56V	\$41.00	\$164.00
2	PTP 820 3' ANT,SP,11GHz,RFU-C TYPE&Std UBR100 - Andrew	\$1,085.88	\$2,171.76
2	CAM PTP820 RFU-C 10-11GHz OMT DM Kit	\$895.23	\$1,790.46
2	CAM RFU-C 10-11GHz OMT Interface-Andrew	\$99.00	\$198.00
1	FCC Frequency Engineering and Coordination.	\$1,499.00	\$1,499.00
2	Misc Mounting, Hardware, Cabling and Mast for antenna's and towers	\$150.00	\$300.00
4	Entre Outdoor Cat 6 Cable Run	\$375.00	\$1,500.00
19	Tower Time	\$225.00	\$4,275.00
19	Ground Time	\$75.00	\$1,425.00
4	5 Year Warranty for Cambium PTP 820	\$1,695.00	\$6,780.00
2	5 Year Link Monitoring by Entre Solutions Engineer (Billed @ \$25/mo)	\$1,500.00	\$3,000.00
SubTotal			\$39,359.34

Link 3: Sears Centre Arena to Beacon Pointe Water Tower

2	CAM PTP820S 18GHz, TR1560, Hi	\$2,800.00	\$5,600.00
2	CAM PTP820S 18GHz, TR1560, Lo	\$2,800.00	\$5,600.00
4	CAM Grounding Kit for CAT5e F/UTP cable	\$13.80	\$55.20

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Qty	Description	Unit Price	Ext. Price
4	CAM PTP650 AC Power Injector	\$65.00	\$260.00
4	CAM PTP820 Capacity Key 500M,ACM Enabled	\$1,149.00	\$4,596.00
4	CAM GBE Connector Kit	\$22.43	\$89.72
4	CAM Ground Cable for PoE and ODU	\$13.80	\$55.20
4	CAM Gigabit Surge Suppressor 56V	\$41.00	\$164.00
2	PTP 820 1' ANT,SP,18GHz,RFU-C TYPE&Std UBR220 - Andrew	\$380.89	\$761.78
2	CAM PTP820 RFU-C 18GHz OMT DM Kit	\$895.23	\$1,790.46
2	CAM RFU-C 18GHz OMT Interface-Andrew	\$99.00	\$198.00
1	FCC Frequency Engineering and Coordination.	\$1,499.00	\$1,499.00
2	Misc Mounting, Hardware, Cabling and Mast for antenna's and towers	\$150.00	\$300.00
4	Entre Outdoor Cat 6 Cable Run	\$375.00	\$1,500.00
19	Tower Time	\$225.00	\$4,275.00
19	Ground Time	\$75.00	\$1,425.00
4	5 Year Warranty for Cambium PTP 820	\$1,695.00	\$6,780.00
2	5 Year Link Monitoring by Entre Solutions Engineer (Billed @ \$25/mo)	\$1,500.00	\$3,000.00
SubTotal			\$37,949.36

Link 4: Stonington Water Tower to Fire Station #22

2	CAM PTP820S 18GHz, TR1560, Hi	\$2,800.00	\$5,600.00
2	CAM PTP820S 18GHz, TR1560, Lo	\$2,800.00	\$5,600.00
4	CAM Grounding Kit for CAT5e F/UTP cable	\$13.80	\$55.20
4	CAM PTP650 AC Power Injector	\$65.00	\$260.00
4	CAM PTP820 Capacity Key 500M,ACM Enabled	\$1,149.00	\$4,596.00
4	CAM GBE Connector Kit	\$22.43	\$89.72
4	CAM Ground Cable for PoE and ODU	\$13.80	\$55.20
4	CAM Gigabit Surge Suppressor 56V	\$41.00	\$164.00
2	PTP 820 1' ANT,SP,18GHz,RFU-C TYPE&Std UBR220 - Andrew	\$380.89	\$761.78
2	CAM PTP820 RFU-C 18GHz OMT DM Kit	\$895.23	\$1,790.46
2	CAM RFU-C 18GHz OMT Interface-Andrew	\$99.00	\$198.00
1	FCC Frequency Engineering and Coordination.	\$1,499.00	\$1,499.00

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Qty	Description	Unit Price	Ext. Price
2	Misc Mounting, Hardware, Cabling and Mast for antenna's and towers	\$150.00	\$300.00
4	Entre Outdoor Cat 6 Cable Run	\$375.00	\$1,500.00
19	Tower Time	\$225.00	\$4,275.00
19	Ground Time	\$75.00	\$1,425.00
4	5 Year Warranty for Cambium PTP 820	\$1,695.00	\$6,780.00
2	5 Year Link Monitoring by Entre Solutions Engineer (Billed @ \$25/mo)	\$1,500.00	\$3,000.00
SubTotal			\$37,949.36

Link 5: Police Dept to Stonington Water Tower

2	CAM PTP820S 11GHz,TR500,Ch1W6,HI	\$2,800.00	\$5,600.00
2	CAM PTP820S 11GHz,TR500,Ch1W6,Lo	\$2,800.00	\$5,600.00
4	CAM PTP650 AC Power Injector	\$65.88	\$263.52
4	CAM PTP820 Capacity Key 500M,ACM Enabled	\$416.60	\$1,666.40
4	CAM GBE Connector Kit	\$22.43	\$89.72
4	CAM Ground Cable for PoE and ODU	\$13.80	\$55.20
2	PTP 820 2' ANT,SP,11GHz,RFU-C TYPE&Std UBR100 - Andrew	\$459.41	\$918.82
2	CAM PTP820 RFU-C 10-11GHz OMT DM Kit	\$895.23	\$1,790.46
2	CAM RFU-C 10-11GHz OMT Interface-Andrew	\$99.00	\$198.00
2	CAM 2' Ant,SP,11G,RFU-Ctype/UBR100,And.	\$419.00	\$838.00
1	FCC Frequency Engineering and Coordination.	\$1,499.00	\$1,499.00
2	Misc Mounting, Hardware, Cabling and Mast for antenna's and towers	\$150.00	\$300.00
1	ROHN 45G 50 FOOT BRACKETED TOWER R-45BRKT060	\$7,995.00	\$7,995.00
4	Entre Outdoor Cat 6 Cable Run	\$375.00	\$1,500.00
19	Tower Time	\$225.00	\$4,275.00
19	Ground Time	\$75.00	\$1,425.00
4	5 Year Warranty for Cambium PTP 820	\$1,695.00	\$6,780.00
2	5 Year Link Monitoring by Entre Solutions Engineer (Billed @ \$25/mo)	\$1,500.00	\$3,000.00
SubTotal			\$43,794.12

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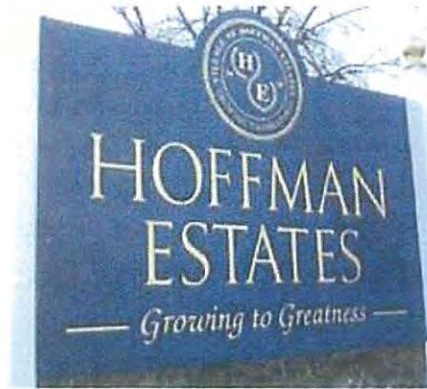
Qty	Description	Unit Price	Ext. Price
<i>Optional Stub Tower for Police Dept (rooftop)</i>			
1	ROHN 45G 50 FOOT BRACKETED TOWER R-45BRKT050 (Optional)	\$5,995.00	\$5,995.00
1	ROHN 45G Tower Base For Flat Roof Mount FR45G (Optional)	\$459.00	\$459.00
1	Misc Mounting, Hardware, and Mat for antenna's and towers (Optional)	\$250.00	\$250.00
SubTotal			\$0.00

SubTotal	\$197,158.58
Tax	\$0.00
Shipping	\$1,487.17
Total	\$198,645.75

Deposit Required	\$198,645.75
-------------------------	---------------------

Approved by: _____ Date: _____

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. (NEGOTIABLE)



Wireless System Upgrade

Request for Proposal And Response Document

Company Response for: ENTRE SOLUTIONS II

April 05, 2017

PLEASE NOTE: MANDATORY MEETING ON PAGE 3

THIS IS A REQUIRED MEETING FOR ALL WHO SUBMIT PROPOSALS



211 S. Prospect Rd.
 Suite 11
 Bloomington, IL 61704
 PO Box 818
 Normal, IL 61761
 Phone: 309-452-3157

QUOTE

Number ENTQ1844

Date May 17, 2017

Entre Solutions II

Sold To	Ship To	Your Sales Rep
Village of Hoffman Estates Fred Besenhoffer 1900 Hassell Road Hoffman Estates, Illinois 60169 United States	Village of Hoffman Estates Fred Besenhoffer 1900 Hassell Road Hoffman Estates, Illinois 60169 United States	Tom Blumenshine 309-452-3157 tomb@entrebloom.com

Phone
Fax

Phone
Fax

Here is the quote you requested.

Terms	P.O. Number	Ship Via
-------	-------------	----------

Due on receipt

Qty	Part Number	Description	Unit Price	Ext. Price
Hoffman Estates Link Upgrades				
<i>Link 1: Stonington Water Tower to Westbury Water Tower</i>				
2	C180082B005A	CAM PTP820S 18GHz, TR1560, Hi	\$2,800.00	\$5,600.00
2	C180082B006A	CAM PTP820S 18GHz, TR1560, Lo	\$2,800.00	\$5,600.00
4	N000082L017A	CAM Grounding Kit for CAT5e F/UTP cable	\$13.80	\$55.20
4	N000065L001A	CAM PTP650 AC Power Injector	\$65.00	\$260.00
4	N000082L033A	CAM PTP820 Capacity Key 500M,ACM Enabled	\$1,149.00	\$4,596.00
4	N000082L073A	CAM GBE Connector Kit	\$22.43	\$89.72
4	N000082L116A	CAM Ground Cable for PoE and ODU	\$13.80	\$55.20
4	C000000L033A	CAM Gigabit Surge Suppressor 56V	\$41.00	\$164.00
2	N110082D072	PTP 820 2' ANT,SP,11GHz,RFU-C TYPE&Std UBR100 - Andrew	\$459.41	\$918.82
2	N180082L047A	CAM PTP820 RFU-C 18GHz OMT DM Kit	\$895.23	\$1,790.46
2	N180082L048A	CAM RFU-C 18GHz OMT Interface-Andrew	\$99.00	\$198.00
1		FCC Frequency Engineering and Coordination.	\$1,499.00	\$1,499.00
2		Misc Mounting, Hardware, Cabling and Mast for antenna's and towers	\$150.00	\$300.00
4	ENT-CBL-OUTCAT6	Entre Outdoor Cat 6 Cable Run	\$375.00	\$1,500.00
19	ENT-TECH-TWR	Tower Time	\$225.00	\$4,275.00

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Qty	Part Number	Description	Unit Price	Ext. Price
19	ENT-TECH-GND	Ground Time	\$75.00	\$1,425.00
4	N0000825087A	5 Year Warranty for Cambium PTP 820	\$1,695.00	\$6,780.00
2		5 Year Link Monitoring by Entre Solutions Engineer (Billed @ \$25/mo)	\$1,500.00	\$3,000.00
SubTotal				\$38,106.40
<i>Link 2: Stonington Water Tower to Beacon Pointe Water Tower</i>				
2	C180082B005A	CAM PTP820S 11GHz, TR1560, HI	\$2,800.00	\$5,600.00
2	C180082B006A	CAM PTP820S 11GHz, TR1560, Lo	\$2,800.00	\$5,600.00
4	N000082L017A	CAM Grounding Kit for CAT5e F/UTP cable	\$13.80	\$55.20
4	N000065L001A	CAM PTP650 AC Power Injector	\$65.00	\$260.00
4	N000082L033A	CAM PTP820 Capacity Key 500M,ACM Enabled	\$1,149.00	\$4,596.00
4	N000082L073A	CAM GBE Connector Kit	\$22.43	\$89.72
4	N000082L116A	CAM Ground Cable for PoE and ODU	\$13.80	\$55.20
4	C000000L033A	CAM Gigabit Surge Suppressor 56V	\$41.00	\$164.00
2	N110082D073	PTP 820 3' ANT,SP,11GHz,RFU-C TYPE&Std UBR100 - Andrew	\$1,085.88	\$2,171.76
2	N110082L091A	CAM PTP820 RFU-C 10-11GHz OMT DM Kit	\$895.23	\$1,790.46
2	N110082L092A	CAM RFU-C 10-11GHz OMT Interface-Andrew	\$99.00	\$198.00
1		FCC Frequency Engineering and Coordination.	\$1,499.00	\$1,499.00
2		Misc Mounting, Hardware, Cabling and Mast for antenna's and towers	\$150.00	\$300.00
4	ENT-CBL-OUTCAT6	Entre Outdoor Cat 6 Cable Run	\$375.00	\$1,500.00
19	ENT-TECH-TWR	Tower Time	\$225.00	\$4,275.00
19	ENT-TECH-GND	Ground Time	\$75.00	\$1,425.00
4	N0000825087A	5 Year Warranty for Cambium PTP 820	\$1,695.00	\$6,780.00
2		5 Year Link Monitoring by Entre Solutions Engineer (Billed @ \$25/mo)	\$1,500.00	\$3,000.00
SubTotal				\$39,359.34
<i>Link 3: Sears Centre Arena to Beacon Pointe Water Tower</i>				
2	C180082B005A	CAM PTP820S 18GHz, TR1560, HI	\$2,800.00	\$5,600.00

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Qty	Part Number	Description	Unit Price	Ext. Price
2	C180082B006A	CAM PTP820S 18GHz, TR1560, Lo	\$2,800.00	\$5,600.00
4	N000082L017A	CAM Grounding Kit for CAT5e F/UTP cable	\$13.80	\$55.20
4	N000065L001A	CAM PTP650 AC Power Injector	\$65.00	\$260.00
4	N000082L033A	CAM PTP820 Capacity Key 500M,ACM Enabled	\$1,149.00	\$4,596.00
4	N000082L073A	CAM GBE Connector Kit	\$22.43	\$89.72
4	N000082L116A	CAM Ground Cable for PoE and ODU	\$13.80	\$55.20
4	C000000L033A	CAM Gigabit Surge Suppressor 56V	\$41.00	\$164.00
2	N180082D031	PTP 820 1' ANT,SP,18GHz,RFU-C TYPE&Std UBR220 - Andrew	\$380.89	\$761.78
2	N180082L047A	CAM PTP820 RFU-C 18GHz OMT DM Kit	\$895.23	\$1,790.46
2	N180082L048A	CAM RFU-C 18GHz OMT Interface-Andrew	\$99.00	\$198.00
1		FCC Frequency Engineering and Coordination.	\$1,499.00	\$1,499.00
2		Misc Mounting, Hardware, Cabling and Mast for antenna's and towers	\$150.00	\$300.00
4	ENT-CBL-OUTCAT6	Entre Outdoor Cat 6 Cable Run	\$375.00	\$1,500.00
19	ENT-TECH-TWR	Tower Time	\$225.00	\$4,275.00
19	ENT-TECH-GND	Ground Time	\$75.00	\$1,425.00
4	N0000825087A	5 Year Warranty for Cambium PTP 820	\$1,695.00	\$6,780.00
2		5 Year Link Monitoring by Entre Solutions Engineer (Billed @ \$25/mo)	\$1,500.00	\$3,000.00
SubTotal				\$37,949.36
<i>Link 4: Stonington Water Tower to Fire Station #22</i>				
2	C180082B005A	CAM PTP820S 18GHz, TR1560, HI	\$2,800.00	\$5,600.00
2	C180082B006A	CAM PTP820S 18GHz, TR1560, Lo	\$2,800.00	\$5,600.00
4	N000082L017A	CAM Grounding Kit for CAT5e F/UTP cable	\$13.80	\$55.20
4	N000065L001A	CAM PTP650 AC Power Injector	\$65.00	\$260.00
4	N000082L033A	CAM PTP820 Capacity Key 500M,ACM Enabled	\$1,149.00	\$4,596.00
4	N000082L073A	CAM GBE Connector Kit	\$22.43	\$89.72
4	N000082L116A	CAM Ground Cable for PoE and ODU	\$13.80	\$55.20
4	C000000L033A	CAM Gigabit Surge Suppressor 56V	\$41.00	\$164.00
2	N180082D031	PTP 820 1' ANT,SP,18GHz,RFU-C TYPE&Std UBR220 - Andrew	\$380.89	\$761.78

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Qty	Part Number	Description	Unit Price	Ext. Price
2	N180082L047A	CAM PTP820 RFU-C 18GHz OMT DM Kit	\$895.23	\$1,790.46
2	N180082L048A	CAM RFU-C 18GHz OMT Interface-Andrew	\$99.00	\$198.00
1		FCC Frequency Engineering and Coordination.	\$1,499.00	\$1,499.00
2		Misc Mounting, Hardware, Cabling and Mast for antenna's and towers	\$150.00	\$300.00
4	ENT-CBL-OUTCAT6	Entre Outdoor Cat 6 Cable Run	\$375.00	\$1,500.00
19	ENT-TECH-GND	Tower Time	\$225.00	\$4,275.00
19	ENT-TECH-GND	Ground Time	\$75.00	\$1,425.00
4	N0000825087A	5 Year Warranty for Cambium PTP 820	\$1,695.00	\$6,780.00
2		5 Year Link Monitoring by Entre Solutions Engineer (Billed @ \$25/mo)	\$1,500.00	\$3,000.00
		SubTotal		\$37,949.36
		<i>Link 5: Police Dept to Stonington Water Tower</i>		
2	C110082B001A	CAM PTP820S 11GHz,TR500,Ch1W6,Hi	\$2,800.00	\$5,600.00
2	C110082B002A	CAM PTP820S 11GHz,TR500,Ch1W6,Lo	\$2,800.00	\$5,600.00
4	N000065L001A	CAM PTP650 AC Power Injector	\$65.88	\$263.52
4	N000082L033A	CAM PTP820 Capacity Key 500M,ACM Enabled	\$416.60	\$1,666.40
4	N000082L073A	CAM GBE Connector Kit	\$22.43	\$89.72
4	N000082L116A	CAM Ground Cable for PoE and ODU	\$13.80	\$55.20
2	N110082D072	PTP 820 2' ANT,SP,11GHz,RFU-C TYPE&Std UBR100 - Andrew	\$459.41	\$918.82
2	N110082L091A	CAM PTP820 RFU-C 10-11GHz OMT DM Kit	\$895.23	\$1,790.46
2	N110082L092A	CAM RFU-C 10-11GHz OMT Interface-Andrew	\$99.00	\$198.00
2	N110082D072A	CAM 2' Ant,SP,11G,RFU-Ctype/UBR100,And.	\$419.00	\$838.00
	N180082D0			
1		FCC Frequency Engineering and Coordination.	\$1,499.00	\$1,499.00
2		Misc Mounting, Hardware, Cabling and Mast for antenna's and towers	\$150.00	\$300.00
1	45BRKT060	ROHN 45G 60 FOOT BRACKETED TOWER R-45BRKT060	\$7,995.00	\$7,995.00
4	ENT-CBL-OUTCAT6	Entre Outdoor Cat 6 Cable Run	\$375.00	\$1,500.00

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Qty	Part Number	Description	Unit Price	Ext. Price
19	ENT-TECH-GND	Tower Time	\$225.00	\$4,275.00
19	ENT-TECH-GND	Ground Time	\$75.00	\$1,425.00
4	N0000825087A	5 Year Warranty for Cambium PTP 820	\$1,695.00	\$6,780.00
2		5 Year Link Monitoring by Entre Solutions Engineer (Billed @ \$25/mo)	\$1,500.00	\$3,000.00
SubTotal				\$43,794.12

SubTotal	\$197,158.58
Tax	\$0.00
Shipping	\$1,487.17
Total	\$198,645.75
Deposit Required	\$198,645.75

Approved by: _____ Date: _____

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. (NEGOTIABLE)

Instructions to Vendor

1. GENERAL

- a. Proposal shall be hardcopy, signed and submitted in an envelope properly marked with the title of the proposal and date and time of opening. Unsigned proposals will be rejected. **Note, this document is your response.**
- b. Seal and deliver proposals to the Information Systems Department on or before the time scheduled for the opening. Late proposals will not be opened nor considered.
- c. All proposals shall be made using the forms response areas included in this RFP document.
- d. The Village Board is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax.
- e. Prices quoted shall include all charges for packing, transportation and delivery to the locations designated on the proposal specification and installation as called for in the proposal specifications.
- f. Correspondence shall be addressed to the Director of Information Technology, Fred Besenhoffer.
- g. Oral, telephonic, telegraphic, facsimile or electronically transmitted bids will not be accepted.

Response: Entre understands and acknowledges this section.

2. ERRORS AND OMISSIONS

All proposals shall be submitted with each space properly completed. The special attention of vendors is directed to the policy that no claim for relief because of errors or omissions in the proposal will be considered, and vendors will be held strictly to the proposals as submitted. Should a vendor find any claimed discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, vendor shall advise the purchasing official first orally, followed by written (FAX, Email attachment or letter) with specification of the claimed problems which must be received during regular working hours at least 10 days before the date set for proposal opening so that a written notification can be prepared by any purchasing official, who will issue the necessary clarifications to all prospective vendor by means of addenda.

Response: Entre understands and acknowledges this section.

3. PROPOSALS

All proposals will be considered to be firm for a period of sixty (60) days from the date established for the opening of proposals.

Response: Entre understands and acknowledges this section.

4. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by letter, or telegram, or fax received by the Village or in person prior to the time and date established for the opening of bids.

Response: Entre understands and acknowledges this section.

5. INVESTIGATION OF VENDORS

- a. The purchasing official will make such investigation as is necessary to determine the ability of the vendor to fulfill proposal requirements. The vendor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of service or supplies similar to those included in the proposal.
- b. The Village Board reserves the right to reject any proposal if it is determined that the vendor is not

properly qualified to carry out the obligations of the contract. The Village Board reserves the right to reject any or all proposals, to waive irregularities and to accept that proposal which is considered to be in the best interest of the institution. Any such decision shall be considered final. All items proposed shall be new unless otherwise specified in the requirements.

Response: Entre understands and acknowledges this section.

6. VENDOR APPLICATION AND W-9 FORM

The Village of Hoffman Estates requires that a current W-9 form be included with your sealed proposal. This form can be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Submit the first page of the form with a signature attached to this document with your response.

Response: Entre understands and acknowledges this section.

7. COMPLIANCE WITH LEGISLATION

It shall be mandatory upon the Contractor(s) to whom the contract is awarded and upon any sub-Contractor thereof to pay to all laborers, workmen and mechanics employed by them not less than the general prevailing rate of wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holiday and overtime work as ascertained by the Department of Labor. Vendors are required to increase wages as necessary during the term of this contract so as to keep current with prevailing wage rates. No changes will be allowed in the amount of this contract as additional compensation for such changes.

Response: Entre understands and acknowledge this section.

8. SIGNATURE CONSTITUTES ACCEPTANCE

The signing of these proposal forms shall be construed as acceptance of all provisions contained herein.

Response: Entre understands and acknowledges this section.

9. CONTRACTS

The successful vendor will be required to enter into a contract incorporating the terms and conditions of this proposal.

Response: Entre understands and acknowledges this section.

10. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract (whether or not federal funds are involved) the Contractor agrees as follows:

- a. The Contractor will not unlawfully discriminate against any employee or applicant for employment because of age, race, creed, color, sex, religion, ancestry, marital status, handicap, military status, unfavorable discharge from military service or national origin, as those terms are contained in the Illinois Human Rights Act (775ILCS 5/1-10 et seq., hereinafter "unlawful discrimination". The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated equally during employment, without unlawful discrimination. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without unlawful discrimination.

Response: Entre understands and acknowledges this section.

11. COMPLETION DELIVERY TIME

If delivery time for materials will exceed thirty (30) days after receipt of a purchase order, vendor shall state the delivery time by each respective item. All prices must be quoted FOB Destination. Shipments shall become property of consignee after delivery and acceptance. Regardless of statements to the contrary, payment terms will begin no sooner than the date of delivery of goods.

Response: Entre understands and acknowledges this section.

12. EVALUATIONS

The Village Board reserves the right to reject any and all proposals, to waive any technicalities in the proposal and to award each item to a different vendor or all items to a single vendor unless otherwise noted on proposal request, and to determine whether in the opinion of the Village Board: (1) an early delivery date is entitled to more consideration than price, (2) an earlier delivery date is to be disregarded because of the reputation of the vendor for not meeting delivery dates, (3) a vendor is not a responsible bidder and should be disregarded. The Village Board will authorize the release of purchase orders upon acceptance of proposals. In the event of pricing errors, the unit count(s) listed will prevail and be considered accurate.

Response: Entre understands and acknowledges this section.

13. EXAMINATION OF DOCUMENTS AND SITE

Before submitting a proposal for work on any project, each vendor shall carefully examine the project site and the contract documents, fully inform itself of existing conditions and limitations of the project sites, rely entirely upon its own judgment in making the proposal, and include in its own proposal all sums sufficient to provide all work required by the contract documents. After opening of proposals, no additional allowance will be made for changes in project scope and/or price due to work, which would have been apparent, by examination of the documents and sites. By submitting a proposal, each vendor shall be held to represent that vendor has made the examination in complete detail and has determined beyond doubt that the documents and existing conditions are sufficient, adequate and satisfactory for completion of the work.

Response: Entre understands and acknowledge this section.

14. PERFORMANCE BONDS - LABOR AND MATERIAL PAYMENT BOND REQUIREMENTS

Within ten days of the date of the Notice of Award, the successful Contractor shall enter into a formal contract with the Village Board and shall provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the contract. Each bond shall be in accordance with AIA Document A311. The Contractor shall pay the cost of premiums for said bonds. The bonds shall be signed and sealed by an authorized representative of the bonding company and authorized officer or representative of the Contractor, and a certificate of the authority of those signing the bonds, if not officers, shall be attached thereto.

The Performance Bond and the Labor and Material Payment Bond shall guarantee the performance of the duties placed on the Contractor by the Prevailing Wage Act, as well as all other duties undertaken pursuant to the contract with the Village Board, and shall indemnify the Village Board from any liability or loss resulting to the Village Board from any failure of the Contractor fully to perform each or all of said duties.

The Performance Bond and the Labor and Material Payment Bond herein provided shall be placed with a Surety company or companies having a policy holder's rating not lower than "A" and a financial rating not lower than "AAA" in Best's Insurance Guide (current edition).

Response: Entre understands and acknowledge this section.

15. BID SECURITY

A Bid Bond is not required for this project.

Response: Entre understands and acknowledges this section.

16. SCOPE OF WORK

See Attachment 8 for the Scope of Work and Materials Requirements for this project. Also see Attachment 9 for the Cable Installation Standards

Response: Entre understands and acknowledges this section.

17. INSURANCE REQUIREMENTS

The Contractor shall provide and maintain insurance in the amounts outlined below with companies acceptable to the Village Board:

MINIMUM INSURANCE REQUIREMENTS

General Liability	General Aggregate	\$2,000,000
	Products-Comp/OP Aggregate	2,000,000
	Personal Injury	1,000,000
	Each Occurrence	1,000,000
	Fire Damage (Any one fire)	50,000
	Medical Exp. (Any one person)	5,000
Excess Liability	Each Occurrence	2,000,000
	Aggregate	2,000,000
Automobile Liability	Bodily Injury (each occurrence)	1,000,000
	Property Damage (each occurrence)	1,000,000
Worker's Compensation	Statutory Limits	
	Each Accident	500,000
	Disease-Policy Limit	500,000
	Disease-Each employee	500,000

All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the Village Board.

With respect to the insurance required herein, the Contractor shall provide such insurance naming the Village, the Village Board and its members individually, and its employees and agents as **additional named insured**. The Contractor shall also purchase and maintain such insurance as will protect the institution from and against all claims, damages, loss and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense, (1) is attributable to bodily injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by a negligent act or omission of the Contractor, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this paragraph.

It is MANDATORY within ten (10) days after the bid award, that the Certificate(s) of Insurance shall be submitted to the Village Risk Manager for approval.

Response: Entre understands and acknowledges this section.

18. TOTAL PRICE FOR ALL ITEMS PROPOSED

A total proposed dollar amount, regardless of whether or not the vendor is proposing all items, must be entered in the appropriate section of the proposal form before signing and submitting the proposal.

Response: Entre understands and acknowledges this section.

19. HOLD HARMLESS AND INDEMNIFICATION

The Contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, the Village, Village Board and its members individually, their officers, employees, servants and agents, from and against all claims, actions suits, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature including reasonable legal fees incurred by owner arising out of:

A. Any infringement (actual or claimed) of any patents, copyrights or trade names by reason of any work performed or to be performed by the Contractor under this contract or by reason of anything to be supplied by the Contractor pursuant to this contract.

B. Bodily injury, including death, to any person or persons (including Contractor's officers, employees, agents and servants) or damage to or destruction of any property, including the loss of use thereof:

-Caused in whole or in part by an act, error or omissions by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder.

-Arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks and property adjacent thereto.

-Arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of this contract.

Response: Entre understands and acknowledges this section.

20. LATE PROPOSALS

Proposals received after the time specified in the Invitation will not be opened or considered. The method of transmittal of the proposal is at the vendor's risk of untimely receipt by the Village Board. The use of Village Board equipment for transmission of proposals is prohibited.

Response: Entre understands and acknowledges this section.

21. PAYMENT

Payment to be made within 45 days of the project acceptance. Partial payment may be acceptable at the time of the PO to cover the cost of materials. Ten percent of the project shall be retained for 60 days after the final acceptance date.

Response: Entre understands and acknowledges this section.

22. MANUALS

For equipment, the successful vendor shall supply, at no cost to the Village Board, a detailed service manual, parts list, and list of service locations.

Response: Entre understands and acknowledges this section.

23. COMPLETION OF WORK

Product and installation must be completed as-soon-as-possible. We understand that permits are required from other government agencies and will provide every assistance to expedite approvals.

Response: Entre understands and acknowledges this section.

24. PERSONNEL

If any person employed on the work site was, in the opinion of the Village, intemperate, disorderly, incompetent, willfully negligent or dishonest on the performance of his/her duties, he or she shall be directed by the Contractor to cease work and vacate the job site immediately.

Response: Entre understands and acknowledges this section.

26. SEXUAL HARASSMENT

775 ILCS 5/2-105, Human Rights Act Requirement – Written Sexual Harassment Policies contained as follows: Bidder shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

Response: Entre understands and acknowledges this section.

27. QUALIFICATIONS

Vendor must be an authorized dealer and installer of products vendor is proposing on. Vendor must supply a list of references of like products and installations. Your references shall be entered in Attachment 1.

Response: Entre understands and acknowledges this section.

28. CANCELLATION

The Village of Hoffman Estates reserves the right to cancel this contract at any time for reasons of unsatisfactory services.

Response: Entre understands and acknowledges this section.

29. SPECIFICATIONS

All material provided under this contract must be equivalent, meet or exceed the specifications stated in this document.

Response: Entre understands and acknowledges this section.

30. ADDITIONAL INFORMATION

Contact Fred Besenhoffer, Director of Information Technology, by email – RFP@Hoffmanestates.org

Response: Entre understands and acknowledges this section.

Attachment 1 - References

List below the last three (3) businesses or other organizations for which you have provided comparable services.

-
1. ORGANIZATION: VILLAGE OF GLENVIEW
ADDRESS: 2500 E. LAKE AVE
CITY, STATE, and ZIP CODE: GLENVIEW, IL 60026
TELEPHONE NUMBER: (847) 724-1700
CONTACT PERSON: BRENT REYNOLDS
DATE OF SERVICES: MAY 2014 TO PRESENT
DOLLAR AMOUNT OF THE JOB: \$179,900.00

 2. ORGANIZATION: VILLAGE OF DEERFIELD
ADDRESS: 850 WAUKEGAN ROAD
CITY, STATE, and ZIP CODE: DEERFIELD, IL 60015
TELEPHONE NUMBER: (847) 945-8636
CONTACT PERSON: MARY ANNE GLOWACZ
DATE OF SERVICES: JULY 2014 TO PRESENT
DOLLAR AMOUNT OF THE JOB: \$41,999.00

REFERENCES (CONTINUED)

3. ORGANIZATION: VILLAGE OF WINNETKA
ADDRESS: 410 GREEN BAY ROAD
CITY, STATE, and ZIP CODE: WINNETKA, IL 60093
TELEPHONE NUMBER: (847) 501-6034
CONTACT PERSON: MARC HORNSTEIN
DATE OF SERVICES: MARCH 2017 TO PRESENT
DOLLAR AMOUNT OF THE JOB: \$121,406.00

OFFEROR'S NAME: Tom Blumenshine
SIGNATURE: Tom Blumenshine
DATE: 5-9-2017

COMMENTS

VILLAGE OF GLENVIEW - EAST SHORE RADIO NETWORK
7 LOCATIONS PUBLIC SAFETY
VILLAGE OF DEERFIELD - EAST SHORE RADIO NETWORK
4 LOCATIONS PUBLIC SAFETY
VILLAGE OF WINNETKA - NET 24B PUBLIC SAFETY
6 LOCATIONS

Attachment 2 - Certificate of Eligibility

720 ILCS 5/33E-11 requires that all Contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

ENTRE SOLUTIONS II, as part of its bid for the WIRELESS RADIO work for Hoffman Estates, 1900 Hassell Road, Hoffman Estates, Illinois 60169, of Cook County, Illinois certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: ENTRE SOLUTIONS II

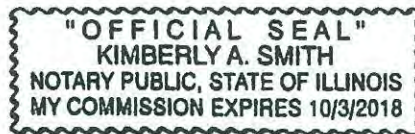
By: Tom Blumenshine
(Signature)

Tom Blumenshine + PRESIDENT
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 10th day of May, 2017

Kimberly A. Smith
NOTARY PUBLIC



Attachment 3 - Certificate of Compliance with Illinois Drug - Free Workplace Act

ENTRE SOLUTIONS II, having 25 or more employees, does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

Firm: ENTRE SOLUTIONS II

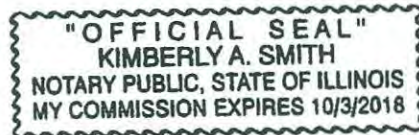
By: Tom Blumenshine
(Signature)

Tom Blumenshine / PRESIDENT
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 10th day of May, 2017

Kimberly A. Smith
NOTARY PUBLIC



Attachment 4 - Certificate Regarding Sexual Harassment Policy

ENTRE SOLUTIONS II, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Firm: ENTRE SOLUTIONS II

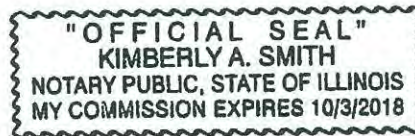
By: Tom Blumenshine
(Signature)

Tom Blumenshine / PRESIDENT
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 10th day of May, 2017

[Signature]
NOTARY PUBLIC



Attachment 5 - Certificate Regarding Equal Employment Opportunity

ENTRE SOLUTIONS II, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the *Illinois Human Rights Act*.

Firm: ENTRE SOLUTIONS II

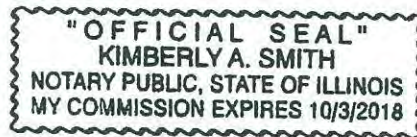
By: Tom Blumenshine
(Signature)

Tom Blumenshine / PRESIDENT
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 10th day of May, 2017

Kimberly A. Smith
NOTARY PUBLIC



Attachment 6 - Certificate Regarding Employment of Illinois Workers on Public Works

ENTRE SOLUTIONS II agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then ENTRE SOLUTIONS II agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: ENTRE SOLUTIONS II

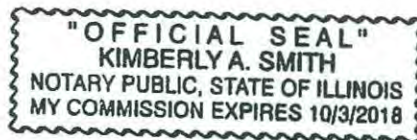
By: Tom Blumenshine
(Signature)

Tom Blumenshine / PRESIDENT
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 10th day of May 2017

Kimberly A. Smith
NOTARY PUBLIC



Attachment 7 - Non-Collusion Affidavit

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

ENTRE SOLUTIONS II, as part of its bid for the WIRELESS RADIO work for Hoffman Estates, 1900 Hassell Road, Hoffman Estates, Illinois 60169 certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: ENTRE SOLUTIONS II

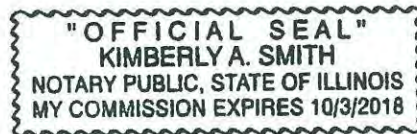
By: Tom Blumenshine
(Signature)

Tom Blumenshine / PRESIDENT
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 10th day of May 2017

Kimberly A. Smith
NOTARY PUBLIC



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. LTD TECHNOLOGY SOLUTIONS, INC		
	2 Business name/disregarded entity name, if different from above dba ENTRE SOLUTIONS II		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		<input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
	5 Address (number, street, and apt. or suite no.) 211 S. PROSPECT RD, STE 11		Requester's name and address (optional)
	6 City, state, and ZIP code BLOOMINGTON, IL 61704		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>										
or										
Employer identification number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; border: 1px solid black; height: 20px; text-align: center;">4</td> <td style="width: 12.5%; border: 1px solid black; height: 20px; text-align: center;">6</td> <td style="width: 12.5%; border: 1px solid black; height: 20px; text-align: center;">-</td> <td style="width: 12.5%; border: 1px solid black; height: 20px; text-align: center;">0</td> <td style="width: 12.5%; border: 1px solid black; height: 20px; text-align: center;">8</td> <td style="width: 12.5%; border: 1px solid black; height: 20px; text-align: center;">6</td> <td style="width: 12.5%; border: 1px solid black; height: 20px; text-align: center;">8</td> <td style="width: 12.5%; border: 1px solid black; height: 20px; text-align: center;">9</td> <td style="width: 12.5%; border: 1px solid black; height: 20px; text-align: center;">9</td> <td style="width: 12.5%; border: 1px solid black; height: 20px; text-align: center;">5</td> </tr> </table>	4	6	-	0	8	6	8	9	9	5
4	6	-	0	8	6	8	9	9	5	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Tom Blumenshine</i>	Date ▶ 5-10-2017
------------------	---	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Attachment 8 - Scope of Work

The Village of Hoffman Estates is requesting a proposal and pricing to install updated wireless point-to-point data transport systems providing bandwidth in the 1 GB range. The upgrade and update process will include relocation of some existing links and addition of two new radio links. The Village has an existing wireless system that is built using DragonWave Radios operating in licensed spectrum. The current network is operating at 400 Mbps using the DragonWave Horizon Compact 400 radios.

The current wireless paths are:

- a. Police Department to Aster
- b. Aster to Stonington
- c. Stonington to Westbury
- d. Stonington to Beverly
- e. Beverly to Sears Center

2. The current equipment is licensed with equipment at the following locations:

Building	Address	Ground Elevation	Tower Top Elevation	Height Above Ground	LAT	LON
Aster	95 Aster Lane	776.00	956.00	180.00	42.04857	-88.07784
Stonington	2150 Stonington Ave.	810.07	960.07	150.00	42.06448	-88.14026
Westbury	1355 Westbury Dr.	852.50	987.50	135.00	42.10302	-88.11285
Beverly	2550 Beverly Road	846.50	1013.00	166.50	42.07066	-88.22945
Sears Center Arena	Parkway					
Police Department	411 W Higgins Rd.					



Additional Village locations

Name	Address	Ground Elevation	Tower Top Elevation	Height Above Ground	LAT	LON
Beacon Pointe Fire Station 22	5795 Beacon Pointe Dr. 1700 Moon Lake Blvd	840.50	1014.33	173.83	42.0627 8	- 88.22765

Wireless Path Upgrade Requirements

1. Stonington Water Tower to Westbury Water Tower: The Village of Hoffman Estates seeks to upgrade the existing link between the Stonington and Westbury Water towers to a radio system that will support and approximate 1 Gbps bandwidth throughput.
2. Stonington Water Tower to the Hoffman Estates Police Department: The Village of Hoffman Estates seeks to replace and/or upgrade the existing wireless link between the Hoffman Estates Police Department and the Stonington Water Tower. The upgraded radio system that must support an approximate 1 Gbps bandwidth throughput.

The Village requests two options be proposed to complete upgrade of the path.

- a. *Option 1:* The Village of Hoffman Estates seeks to establish a new direct wireless path between the Stonington Water Tower and the Hoffman Estates Police Department that will decommission/replace the existing link between the Stonington and Aster Water towers, connecting on into the Police Station. The existing path and equipment will be decommissioned following the implementation of the new link. The establishment of a direct link will require addition of a mast or monopole at the Police Department that will support antenna height to avoid lighting structures and power lines mid path.
 - b. *Option 2:* The Village of Hoffman Estates seeks to upgrade and update the existing links between the Stonington and Aster Water and Aster Water tower and the Hoffman Estates Police Department to a radio system that will support an approximate 1 Gbps bandwidth throughput. Existing structures and mounts will support placement of the new radio equipment.
3. Stonington Water Tower to Beacon Pointe Water Tower: The Village of Hoffman Estates seeks to establish a new path between the Stonington and Beacon Pointe Water tower located at 5795 Beacon Point Drive that will decommission/replace the existing link between the Stonington and Beverly Water towers. (When the wireless system was originally designed and implemented, the Beacon Point Water tower did not exist.) The preferred approach is to establish the new path with a radio system that will support an approximate 1 Gbps bandwidth throughput, with decommissioning of the old equipment following transition of data traffic to the new link.

Requirements for the Beacon Pointe Water Tower will include:

- a) Installation of an antenna mast on the top of the Beacon Water Tower that will support a minimum of 4 antennas or radios units (DragonWave systems typical). Selected vendor will be required to provide proposed structure plans for approval and coordinate installation with the Village of Hoffman Estates Public Works and Chicago Bridge and Iron.
 - b) Provision antenna and data system cabling between the radio mount at the top of Beacon Pointe Water Tower to the equipment room in the base of the Water Tower structure.
 - c) Provide wall mounted rack in equipment room, 12 RU – 16” depth, for placement of radio system equipment and future Village of Hoffman Estates data equipment.
4. Sears Centre Arena to Beacon Pointe Water Tower: The Village of Hoffman Estates seeks to establish a new wireless link to the Sears Center Arena, 5333 Prairie Stone Parkway from the Beacon Point Water tower located at 5759 Beacon Point Drive. This new path will decommission/replace the existing link between the Sears Centre and the Beverly Water tower. (When the wireless system was originally designed and implemented, the Beacon Point Water tower did not exist.) The preferred approach is to establish the new path with a radio system that will support an approximate 1 Gbps bandwidth throughput, with decommissioning of the old equipment following transition of data traffic to the new link.
5. Stonington Water Tower to Fire Station #22: The Village of Hoffman Estates requires the addition of a wireless link to Fire Station 22 located at 1700 Moon Lake Blvd from the Stonington Water tower. This wireless path must support an approximate 1 Gbps bandwidth throughput. An existing stub tower is in place on the roof of the Fire Station. The Village requests that a separate antenna mount for the new wireless link be proposed to avoid mounting additional equipment on the existing tower.

Response: Entre understands and acknowledges this section.

General Requirements

The following general requirements shall apply to all proposals.

1. The Contractor shall provide all engineering and design documents necessary for the permitting process as-required.
2. The Contractor shall identify all agencies with permitting responsibility and present the engineering documentation.
3. The Village will be available to provide assistance with the permitting process should a meeting with a board or council require their presence.
4. The contract shall provide all turnover documentation with one hard copy and one form of computer readable media. A program shall be provided to read the media if it is not standard to a Microsoft Windows 7 based system.
5. Pricing shall be in the following form and itemized by link generally in the form of:
 - a. Labor
 - b. Materials
 - c. Estimate of permit costs
 - d. 5 year maintenance costs
6. The Contractor shall pay all fees beyond those that are not waived by the Village. Receipts and copies of permits are required for the Village.

Complete the pricing summaries in Attachment 10 to complete your quote. Note, this RFP document is also your quote response.

Response: Entre understands and acknowledges this section.

Materials Specifications

The existing radios are DragonWave units.

As part of your proposal, describe your proposed antenna installation approach for each of the locations. Include pictures and/or drawings as illustrations.

The wireless data system for the Village of Hoffman Estates must provide a scalable multi-megabit data connectivity network to support IP services including IP based voice, video and data transmission. The proposed system should provide throughputs in 600 megabit to 1 gigabit (or higher) per second range and provide low latency that is suitable to support VoIP applications.

The wireless data system must be optimized to support Metropolitan Area Network types of protocols and applications. Some of the characteristics include:

1. Frequency Spectrum

The proposed radio systems shall operate in the licensed spectrum licensed to the Village of Hoffman Estates. The vendor shall be responsible for all the necessary paperwork to update the existing license for the spectrum as-required.

2. Throughput

The wireless network access point shall be able to provide approximately 1 Gbps of bandwidth when measured in a half-duplex manner. Bandwidth shall be incrementally upgradeable through software

enhancements. Our preference is a radio system that is full duplex as these systems generally provide lower latency and jitter to voice and video traffic. All throughput claims shall be quoted as half duplex with an assumption that a full duplex radio shall have twice the quoted throughput capacity as the aggregated link speed.

3. Prioritization

The wireless data network link, from local layer 3 switch to local radio to remote radio and remote layer 3 switch, shall be capable of data prioritization so that traffic may be queued to send latency sensitive voice (VoIP) traffic first, video traffic second, and all remaining traffic on a bandwidth as available basis.

4. Bandwidth Allocations and Limiting

The wireless data network shall be able to offer bandwidth management and limiting on a facility-by-facility link basis. Parameters controlling upstream and downstream bandwidth should be independently variable.

5. Encryption

The wireless data network shall provide standards based encryption capability for all subscriber data sent across the wireless link such as Data Encryption Standard (DES) or Advanced Encryption Standard (AES). AES is the preferred approach to encryption.

6. Management

Network management capability for all active wireless components shall be provided by the wireless data network. SNMP Public and Private MIB access shall be required as a minimum. Remote monitoring tools will use security approaches such as HTTPS and multilayer authentication. Some proprietary interfaces may be acceptable after review.

7. Upgrade

Remote upgrades of software images for the radios must be supported.

8. Interface

The network interface for data connectivity between the wireless data network modules and the subscriber or network equipment shall be auto negotiated 10/100/1000 Ethernet. The port shall be fully 802.3 compliant and offer full and half duplex operation.

9. Equipment Mounting and Lightning Protection

In order to divert lightning strikes away from active components in the wireless data network, radio equipment should be installed no less than 2 feet below the top of the tower or mounting structure. Subscriber modules should be installed no less than two feet below tallest building components or mounting mast. When placing the antenna on an existing mast on a roof top mount or chimney mount, at least two feet of mast should remain above the mounting point for the module. Should the mast need to be larger to support the new antenna the vendor shall be responsible for the providing and installing the new mast. Should the equipment be placed on a water tower, the new equipment cannot block the beacon on the top of the tower. The equipment on the water tower shall be placed in such manner that lightning will not be attracted to the data devices or lightning arrestor devices shall be placed on the tower to divert lightning away from the antenna system. Should the existing antennas and masts be usable, the existing locations are acceptable mounting locations.

10. Conduit

Cables may have been run in the open and are directly attached to the water tower structure. Cables run in the open must be shielded or placed in conduit to prevent interference. If conduit and cabling currently exists between the network equipment location at the each facility and the antenna is reused by the contractor, the contractor is responsible for the inspection, repair and certification that may be needed as well as warranty/maintenance.

11. AC Power

If 120 Volt AC power is required for the equipment, AC cabling and network/control cabling shall be routed in separate conduit runs. All changes to the existing conduit runs shall be grounded per the current NEC code.

12. Grounding

All network interconnect, power and control cabling routed between the equipment building and the access point or between an inside device and an outdoor antenna must be grounded utilizing the appropriate UL approved device for the cable type. Radios shall be grounded in accordance with the standards published in the most current Motorola R56 Publication or equivalent.

Response: Entre understands and acknowledges this section

Deliverables

The scope of work shall be written to address the following objectives:

- a. Proposals must include a listing of all services to be provided by the vendor and any services or materials that must be provided by the Village.
- b. For each wireless segment provide an itemized quote that shows materials, labor and five years of monitoring, software upgrades and equipment maintenance.
- c. All work is subject to relevant Village codes, regulations and inspection standards.

In your proposal address the following:

Warranty – Describe manufacturer and installer warranties that are provided as part of your proposal. Describe any required maintenance the wireless system will require during the warranty period.

Repair and Maintenance services - Maintenance responsibilities and services with related costs should be described.

Schedule – Provide a proposed schedule for the work describing tasks and times.

Ownership of the wireless infrastructure - The proposal must indicate that the Village will own all wireless equipment and related cabling upon acceptance of the completed installation.

Cost - The proposal must address initial capital costs for installation, required maintenance services, and any other related costs. Total costs must be itemized.

Payment options - Vendors should submit any proposed payment options.

Turnover Documentation - The as-built documents must include a scale map indicating the path of the wireless link. The Contractor will provide final "as built" drawing in ArcView/ArcInfo (ESRI Shape File) format in both hardcopy and digital copy for the records of the respective Village and County agencies. Documentation for the Village must be in AutoCAD format.

Termination, Performance and Acceptance Testing

- a. Documentation with installation data and for each wireless link shall be provided to the Village in PDF and digital format.

Response: Entre understands and acknowledges this section.

Attachment 10 - Village of Hoffman Estates Pricing Summary

One Sheet per Link

Contractor ENTRE SOLUTIONS II

Link Stonington to Westbury

Technology Wireless Link

Labor \$ 7,200.00

Materials \$ 20,666.99

Permits \$ TBD (estimated)

As-built \$ —

Maintenance \$ 9,780.00 (5 years)

Village Comments: Update link/no relocation needed

Vendor Comments:

Village of Hoffman Estates
Pricing Summary

One Sheet per Link

Contractor ENTRE SOLUTIONS II

NEW LINK Stonington to Beacon Pointe

Technology Wireless Link

Labor \$ 7,200.00

Materials \$ 22,093.46

Permits \$ TBD (estimated)

As-built \$ —

Maintenance \$ 9,780.00 (5 years)

Village Comments: Use this form if new link is possible.

Vendor Comments:

Village of Hoffman Estates
Pricing Summary

One Sheet per Link

Contractor ENTRE SOLUTIONS II

Option 1: NEW LINK Stonington Water Tower to Police Department

Technology Wireless Link

Labor \$ 7,200.00

Materials \$ 24,334.71

Permits \$ TBD (estimated)

As-built \$ —

Maintenance \$ 9,780.00 (5 years)

Village Comments: Use this form if new link is possible.

Vendor Comments:

Village of Hoffman Estates
Pricing Summary

One Sheet per Link

Contractor ENTAE SOLUTIONS II

Option 2: Link Stonington to Aster

Technology Wireless Link

Labor \$

Materials \$

Permits \$ (estimated)

As-built \$

Maintenance \$ (5 years)

Comments: Update link if Stonington to Police Department cannot be established directly.

Vendor Comments:

OUR DESIGN IS DIRECTLY FROM
POLICE DEPT TO STONINGTON
WATER TANK.

Village of Hoffman Estates
Pricing Summary

One Sheet per Link

Contractor ENTRE SOLUTIONS II

Option 2: Link Aster to Police Station Link

Technology Wireless Link

Labor \$ _____

Materials \$ _____

Permits \$ _____ (estimated)

As-built \$ _____

Maintenance \$ _____ (5 years)

Comments: Update link if Stonington to Police Department cannot be established directly.

Vendor Comments:

OUR DESIGN REMOVES THIS LINK.

Village of Hoffman Estates
Pricing Summary

One Sheet per Link

Contractor ENTRE SOLUTIONS II

NEW LINK **Sears Center to Beacon Pointe**

Technology Wireless Link

Labor \$ 7,200.00

Materials \$ 21,388.47

Permits \$ TBD (estimated)

As-built \$ —

Maintenance \$ 9,780.00 (5 years)

Comments: New Link, use this form if the Stonington to Beacon Pointe link is possible.

Vendor Comments:

MOVE EXISTING ROOF MOUNT
TO REQUIRED LOCATION.

Village of Hoffman Estates
Pricing Summary

One Sheet per Link

Contractor ENTRE SOLUTIONS II

NEW LINK Stonington to Fire Station 22

Technology Wireless Link

Labor \$ 7,200.00

Materials \$ 21,388.47

Permits \$ TBD (estimated)

As-built \$ —

Maintenance \$ 9,780.00 (5 years)

Comments:

Vendor Comments:

Attachment 10 - Village of Hoffman Estates Pricing Summary

One Sheet per Link

Contractor ENTRE SOLUTIONS II

Link Stonington to Westbury

Technology Wireless Link

Labor \$ 7,200.00

Materials \$ 21,126.40

Permits \$ TBD (estimated)

As-built \$ —

Maintenance \$ 9,780.00 (5 years)

Village Comments: Update link/no relocation needed

Vendor Comments:

Village of Hoffman Estates
Pricing Summary

One Sheet per Link

Contractor ENTRE SOLUTIONS II

NEW LINK Stonington to Beacon Pointe

Technology Wireless Link

Labor \$ 7,200.00

Materials \$ 22,379.34

Permits \$ TBD (estimated)

As-built \$ —

Maintenance \$ 9,780.00 (5 years)

Village Comments: Use this form if new link is possible.

Vendor Comments:

Village of Hoffman Estates
Pricing Summary

One Sheet per Link

Contractor ENTRE SOLUTIONS II

Option 1: NEW LINK Stonington Water Tower to Police Department

Technology Wireless Link

Labor \$ 7,200.00
Materials \$ 26,814.12
Permits \$ TBD (estimated)
As-built \$ —
Maintenance \$ 9,780.00 (5 years)

Village Comments: Use this form if new link is possible.

Vendor Comments:

TO REACH THE REQUIRED HEIGHT A 60ft
ROHN 45G BRACKETED TOWER HAS BEEN
PROPOSED FOR THE POLICE DEPT. DETAILS/
SPECIFICATION DOCUMENT'S INCLUDED.
** PICTURE OF THIS EXACT TOWER BUILT AT
THE VILLAGE OF LOMBARD FIRE STATION LOCATED
ON 50 E. ST. CHARLES RD, LOMBARD, IL WAS
ALSO INCLUDED IN THE DOCUMENTATION.

Village of Hoffman Estates
Pricing Summary

One Sheet per Link

Contractor ENTRE SOLUTIONS II

Option 2: Link Aster to Police Station Link

Technology Wireless Link

Labor \$ —

Materials \$ —

Permits \$ — (estimated)

As-built \$ —

Maintenance \$ — (5 years)

Comments: Update link if Stonington to Police Department cannot be established directly.

Vendor Comments: NOT REQUIRED FOR OUR DESIGN

Village of Hoffman Estates
Pricing Summary

One Sheet per Link

Contractor _____

NEW LINK **Sears Center to Beacon Pointe**

Technology Wireless Link

Labor \$ 7,200.00

Materials \$ 20,969.36

Permits \$ TBD (estimated)

As-built \$ —

Maintenance \$ 9,780.00 (5 years)

Comments: New Link, use this form if the Stonington to Beacon Pointe link is possible.

Vendor Comments:

Village of Hoffman Estates
Pricing Summary

One Sheet per Link

Contractor ENTRE SOLUTIONS II

NEW LINK Stonington to Fire Station 22

Technology Wireless Link

Labor \$ 7,200.00

Materials \$ 20,969.36

Permits \$ TBD (estimated)

As-built \$ —

Maintenance \$ 9,780.00 (5 years)

Comments:

Vendor Comments: