

AGENDA

*Village of Hoffman Estates
Second Meeting of the Month
Village Board of Trustees*

*1900 Hassell Road
Hoffman Estates, IL 60169
847/882-9100*

Board Room	7:00 p.m.	November 18, 2019
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1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **RECOGNITION OF AUDIENCE**
4. **APPROVAL OF MINUTES** – November 4, 2019
5. **CONSENT AGENDA/OMNIBUS VOTE (Roll Call Vote)**
(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Trustee so requests. In that event, the discussion will be the first item of business after approval of the Consent Agenda.)
 - A. Approval of Agenda
 - B. Approval of the schedule of bills for November 18, 2019 - \$12,856,323.00
 - C. Request Board approval of an Ordinance amending Section 5-5-7, Sworn Personnel, Hoffman Estates Police Department, of the Hoffman Estates Municipal Code.
 - D. Request Board approval of an Ordinance amending Section 5-6-9, Sworn Personnel, Hoffman Estates Fire Department, of the Hoffman Estates Municipal Code.
 - E. Request Board approval of an Ordinance amending Section 12-4-2, Rates for Water and Sewer Service, of the Hoffman Estates Municipal Code.
 - F. Request Board approval to award a two-year contract with a third-year extension option for full-service professional printing services for the monthly *Citizen* newsletter to PressTech, Des Plaines, IL, in an annual amount of \$32,530.
 - G. Request Board authorization to award a contract for the Village Green master plan to Tria Architecture, Burr Ridge, IL in an amount not to exceed \$108,500.00.
6. **REPORTS (INFORMATION ONLY)**
 - A. **President's Report**
 - ... Proclamation(s)
 - Universal Children's Day
 - Small Business Saturday
 - GivingTuesday
 - B. **Trustee Comments**
 - C. **Village Manager's Report**

6. REPORTS (INFORMATION ONLY) – Continued

- D. **Village Clerk's Report**
- E. **Treasurer's Report**
- F. **Committee Reports**
 - Finance
 - Public Works & Utilities
 - Public Health & Safety

7. PLANNING & ZONING COMMISSION REPORTS

- A. Request by Bright Hope International (owner) and Ash, Anos, Freedman & Logan LLC (applicant) for a special use under Section 9-9-1-C-2-I for an indoor sports training facility on the property location at 2070 Stonington Avenue, with 2 conditions (see packets).

Voting: 10 Ayes, 1 Absent

Motion carried.

- B. Request by Bright Hope International (owner) and Ash, Anos, Freedman & Logan LLC (applicant) for an amendment to a special use under Section 9-9-1-C-2-I on the property located at 2060-2080 Stonington Avenue, with 10 conditions (see packets).

Voting: 10 Ayes, 1 Absent

Motion carried.

- C. Request by Hoffman Estates Acquisitions, LLC and Somerset Development LLC (owner) for a site plan amendment for the Phase 1 office and retail occupancy of a portion of the existing Bell Works building at 2000 Center Drive, with 5 conditions (see packets).

Voting: 10 Ayes, 1 Absent

Motion carried.

8. ADDITIONAL BUSINESS

- A. Request Board ratification of Sears Centre General Manager's authorization for emergency repair (as specified in the specified in the Spectra Management Agreement) to the Sears Centre Arena parking lot to Schroeder Asphalt Services, Inc. of Huntley, IL, in the amount of \$218,000.
- B. Request Board approval of a Performance Contracting Agreement between Siemens Industry, Inc. and the Village of Hoffman Estates for the replacement of residential and commercial water meters, conversion to LED street lights, and the installation of an advanced metering infrastructure system.

**9. ADJOURNMENT – Executive Session-Land Acquisition (5 ILCS 120/2-(c)-(6));
Litigation (5 ILCS 120/2-(c)-(11)) &
Collective Bargaining (5 ILCS 120/2-(c)-(2))**

Motion by Trustee Mills, seconded by Trustee Gaeta, to approve Item 4. Voice vote taken. All ayes. Motion carried.

Approval of Minutes
Minutes from October 28, 2019.

5. CONSENT AGENDA/OMNIBUS VOTE:

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

5.A. Approval of Agenda

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

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

5.B. Approval of the schedule of bills for November 4, 2019 - \$2,785,157.52.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

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

5.C. Request Board approval of Ordinance No. 4761-2019 for rezoning certain property in the Village of Hoffman Estates from B-2 Community Business District, to M-2 Manufacturing District (NEC Barrington Road & Lakewood Boulevard).

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

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

5.D. Request Board approval of Ordinance No. 4762-2019 amending Section 5-6-9, Sworn Personnel, Hoffman Estates Fire Department, of the Hoffman Estates Municipal Code.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

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

5.E. Request Board approval of Resolution No. 1688-2019 adopting the 2019 update of the Cook County Multi-Jurisdictional Hazard Mitigation Plan.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

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

5.F. Request Board authorization to award contract for snowplowing services at the Sears Centre Arena for the 2019/2020 winter season to Tovar Snow Professionals, East Dundee, IL, at unit prices included in the proposal.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

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

5.G. Request Board authorization to award professional financial audit services contract for the Village and the Sears Centre Arena for the 2019 fiscal year to BKD CPA's & Advisors in an amount not to exceed \$66,595 with the option of extending the contract for each of years 2020-2023.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

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

5.H. Request Board authorization to award contract for the 2020 Northwest Fourth Fest fireworks display to Melrose Pyrotechnics, Inc., Kingsbury, IN, in an amount not to exceed \$40,250.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

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

5.I. Request Board authorization to waive formal bidding; and purchase nine (9) semi-ruggedized laptop computers and accessories to CDS Office Technologies (State of Illinois Master Contract CMS5848520) for use in the Police Department patrol and response vehicles in an amount not to exceed \$36,072.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

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

5.J. Request Board approval of the 2019-2020 Snow/Ice Control Policy and Procedure Manual.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

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

5.K. Request Board authorization to award contract for the 2019-2020 front end loader winter rental to United Rentals, Elk Grove Village, in an amount not to exceed \$15,264.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

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

5.L. Request Board authorization to award contract for 2019-2020 sanitary sewer rehabilitation for partial compliance with the Metropolitan Water Reclamation District (MWRD) Infiltration/Inflow Control Program (IICP) to Michels Pipe Services, Brownsville, WI, in an amount not to exceed \$160,000.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

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

5.M. Request Board authorization to purchase 1,500 tons of winter road salt in 2019 at \$82.71 per ton from Morton, Inc., Chicago, IL, in an amount not to exceed \$124,065; and award contract for State of Illinois joint purchase of 2019-2020 winter road salt to Cargill, Inc., North Olmstead, OH, at \$89.33 per ton, in an amount not to exceed \$178,660; and purchase a minimum of 2,400

tons (80%) of winter road salt from Cargill, Inc., North Olmstead, OH, in 2020 at \$89.33 per ton in an amount not to exceed \$214,000.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

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

5.N. Request Board authorization to award contract for the Almond Lane and Audubon Street culvert replacement project to A Lamp Concrete Contractors, Inc., Schaumburg, IL (low bid) in an amount not to exceed \$359,366.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

6. REPORTS:

6.A. President's Report

Presentation(s)

Finance Director Rachel Musiala announced that the Village once again was awarded the Distinguished Budget Award from the Government Finance Officers Association. This was the 11th year in a row that the Village has received the award. Ms. Musiala was congratulated by the Board.

The Utility Commission organized their first energy conservation essay contest this year. Joanmarie Wermes, chairperson, presented certificates of achievements to the winners, first place winner was Shaun Peterson, second place Shukeu Patel and third place Yalitzl Daiz, each of the winners were congratulated by the Board.

Proclamation(s)

Trustee Gaeta read the following proclamation.

Motion by Trustee Mills, seconded by Trustee Pilafas, to concur with the proclamation proclaiming Friday, November 15, 2019 as Rosemarie Dyer Day. Voice vote taken. All ayes.
Motion carried.

Mr. Nebel accepted the proclamation for Rose.

Trustee Stanton read the following proclamation.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to concur with the proclamation proclaiming November 2019 as National Alzheimer's Disease Awareness Month. Voice vote taken. All ayes. Motion carried.

Dr. Saavedra accepted the proclamation.

Trustee Newell read the following proclamation.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to concur with the proclamation proclaiming Friday, November 15, 2019 as America Recycles Day. Voice vote taken. All ayes. Motion carried.

Suzanne Ostrovsky accepted the proclamation.

Boards & Commission Appointment(s)

Motion by Trustee Mills, seconded by Trustee Arnet, to approve the appointment of Carole Pye to the Arts Commission. Voice vote taken. All ayes. Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve the appointment of Ian McDonald to the Historical Sites Commission. Voice vote taken. All ayes. Motion carried.

Motion by Trustee Mills, seconded by Trustee Pilafas, to approve the appointment of Norm Darling as Chairperson of the 4th of July Commission. Voice vote taken. All ayes. Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to accept the resignation, with regrets, of Rachelle Kase from the Arts Commission. Voice vote taken. All ayes. Motion carried.

Mayor McLeod requested a sign to be placed on Winston Drive saying "Slow Down for Cranes" because one of the cranes that has lived there for a number of years was hit by a car. He reminded everyone of the following upcoming events, the Arts Commission Digital Photography Workshop, the Windy City Bulls home opener and our Veterans Day Ceremony. He stated that he attended the Public Works open house, the grand opening of Old Navy, went to the hazardous waste facility in Naperville, Family time with the Mayor, the ribbon cutting for Clinical Computer Systems, participated in a pension fairness phone call and the Citizens Fire Academy graduation.

6.B. Trustee Comments

Trustee Mills stated that she attended a Northwest Mosquito Abatement meeting, the French Evening Dinner and she thanked the Sister Cities Commission for the event, the Ricky Rockets ribbon cutting, HEHS Cupcakes with Friends, her twin grandchildren's 10th birthday, a Transit Task Force meeting, a Chamber of Excellence meeting and she congratulated the Citizen Fire Academy graduates.

Trustee Stanton stated that he attended the senior luncheon, the French Evening Dinner, the Ricky Rockets ribbon cutting, the Arts Commission Find Your Inner Artist program, a Transit Task Force meeting, Public Works open house, Old Navy's grand opening, the ribbon cutting for Clinical Computer Systems and the citizens Fire Academy graduation.

Trustee Arnet stated that she attended the French Evening Dinner, the Find Your inner Artist program, Cupcakes with Friends, the Heavenly Brew Fest, PWs open house, the grand opening of Old Navy, the Citizens Fire Academy and she congratulated the graduates.

Trustee Pilafas congratulated the Citizens Fire Academy graduates.

Trustee Newell stated that she attended the Cupcakes with Friends, a block party, the Public Works open house, the Fire Academy graduation and she congratulated the graduates.

Trustee Gaeta stated that he attended two Fire & Police Commission interviews, the senior luncheon, the Ricky Rockets ribbon cutting, the Hanover Township Food Pantry ribbon cutting, Cupcakes with Friends, a block party, the Public Works open house and the grand opening of Old Navy.

6.C. Village Manager's Report

Mr. Norris.

6. D. Village Clerk's Report

The Village Clerk stated that during the month of October 135 FOIA requests were received and 48 passports were processed.

6. E. Committee Reports

Transportation & Road Improvement

Trustee Mills stated that they would be meeting to for information purposes only the Transportation Division Monthly Report.

Planning, Building & Zoning

Trustee Stanton stated that they would be meeting for information purposes only the Planning Division, the Code Enforcement Division and the Economic Development and Tourism monthly reports.

General Administration & Personnel

Trustee Arnet stated that they would be meeting to have a discussion regarding Legislative Update; request approval to award contract for the 2020 full-service professional printing services for the monthly *Citizen* newsletter to _____ in an amount not to exceed \$_____; and for information purposes only the Cable TV, Human Resources Management and Legislative Operations & Outreach Monthly Reports.

7. ADDITIONAL BUSINESS:

There was no Additional Business.

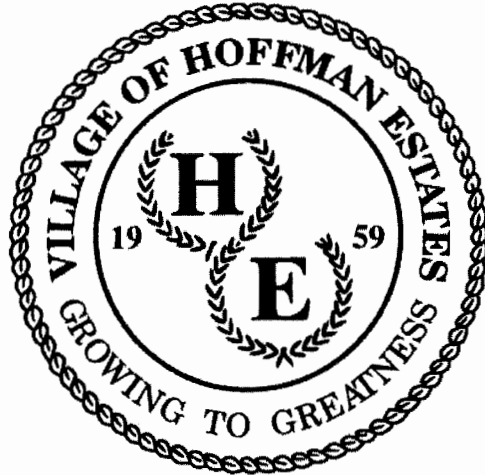
8. ADJOURNMENT:

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to adjourn the meeting. Voice vote taken. All ayes. Motion carried. Time: 7:37 p.m.

Bev Romanoff
Village Clerk

Date Approved

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



BILL LIST SUMMARY

BILL LIST AS OF 11/18/2019	\$	2,586,970.99
MANUAL CHECKS 11/01/19 - 11/13/2019	\$	14,884.54
WIRE TRANSFERS 10/01 - 10/31/2019	\$	8,770,536.49
CREDIT CARDS 09/06 - 10/05/2019	\$	240,341.50
PAYROLL 11/08/2019	\$	1,243,589.48
TOTAL	\$	12,856,323.00

VILLAGE OF HOFFMAN ESTATES

November 18, 2019

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
GENERAL FUND			
01 0301	THE FINER LINE	PREPAY WHITE/BLACK NAME B	\$215.50
01 0301	THE FINER LINE	RERUN SET-UP FOR IMPRINT	\$15.00
01 0302	ADVANCE AUTO PARTS	REPAIR PARTS	\$273.44
01 0302	ADVANCE AUTO PARTS	RTN REPAIR PARTS	(\$30.00)
01 0302	ADVANCE AUTO PARTS	STOCK REPAIR PARTS	\$521.47
01 0302	BOB ROHRMAN'S SCHAUMBURG FORD	STOCK REPAIR PARTS	\$16.24
01 0302	BUMPER TO BUMPER/ LEE AUTO	STOCK REPAIR PARTS	\$411.09
01 0302	CHICAGO PARTS & SOUND LLC	REPAIR PARTS	\$98.91
01 0302	CHICAGO PARTS & SOUND LLC	STOCK REPAIR PARTS	\$177.11
01 0302	FACTORY MOTOR PARTS CO	REPAIR PARTS	\$95.99
01 0302	FACTORY MOTOR PARTS CO	VARIOUS SUPPLIES	\$29.34
01 0302	FACTORY MOTOR PARTS CO	WIPER BLADES WINTER	\$88.70
01 0302	GENERAL TRUCK PARTS & EQUIPMENT	REPAIR PARTS	\$186.03
01 0302	O'REILLY AUTO PARTS	REPAIR PARTS	\$305.93
01 0302	SERVICE COMPONENTS	STOCK REPAIR PARTS	\$24.77
01 0303	PROVEN IT	COPIER SERVICES	\$1,031.98
CASH AND INVENTORIES			\$3,461.50
01 1432	A & A PAVING CONTRACTORS INC	REIMB ENGINEERING DEPOSIT	\$1,000.00
01 1432	DONE-RITE SEALCOATING INC	REIMB ENGINEERING DEPOSIT	\$2,000.00
01 1432	KANDACE WARD	REIMB ENGINEERING DEPOSIT	\$1,000.00
01 1432	ROSE PAVING LLC	REIMB ENGINEERING DEPOSIT	\$2,000.00
01 1445	JOSE D TORREZ	OVERPYMT CITATION 1145838	\$20.00
01 1445	SAUL EWING ARNSTEIN & LEHR LLP	PROFESSIONAL SERVICES	\$796.00
01 1450	PATRICK CLARKE	C-PAL	\$1,300.00
01 1466	SCHOOL DISTRICT U-46	PAYOUT RECAPTURE ORDINANCE	\$75,945.61
01 1466.15	SCHOOL DISTRICT #15	CASH DONATIONS CONSTRUCTION	\$14,480.04
01 1466.211	TOWNSHIP H.S.DISTRICT 211	CASH DONATIONS CONSTRUCTION	\$6,295.67
01 1476.15	SCHOOL DISTRICT #15	PAYOUT LAND CONTRIBUTION	\$44,993.60
01 1476.211	SCHOOL DISTRICT #211	PAYOUT LAND CONTRIBUTION	\$21,062.88
PAYMENTS FROM DEPOSITS ON HAND			\$170,893.80
0100013 3405	ANDRES MEDICAL BILLING, LTD.	PARAMEDIC BILLING	\$6,133.30
0100014 3509	ROBERT MIDDLETON	DUPLICATE PYMT LDR	\$220.00
GENERAL-REVENUE ACCOUNTS			\$6,353.30

VILLAGE OF HOFFMAN ESTATES

November 18, 2019

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01101122 4301	PLUM GROVE PRINTERS INC	BUSINESS CARDS	\$55.00
01101124 4504	HOFFMAN ESTATES CHAMBER OF COMMER	RECOGNITION EVENT	\$1,000.00
01101124 4504	ILLINOIS MUNICIPAL LEAGUE	MEMBERSHIP	\$3,500.00
01101124 4504	METROPOLITAN MAYORS CAUCUS	FY2019 CAUCUS DUES	\$2,335.28
01101124 4507	ALFRED G RONAN LTD	PROFESSIONAL SERVICES	\$5,000.00
LEGISLATIVE			\$11,890.28
01101223 4402	WAREHOUSE DIRECT	OFFICE SUPPLIES	\$71.84
01101223 4403	PLUM GROVE PRINTERS INC	BUSINESS CARDS	\$169.16
ADMINISTRATIVE			\$241.00
01101324 4542	ARTHUR L JANURA JR	PROFESSIONAL SERVICES OCT	\$12,000.00
01101324 4542	RICHARD A KAVITT ATTORNEY AT LAW	LEGAL ADMIN SERVICES	\$1,950.00
LEGAL			\$13,950.00
01101423 4401	FEDERAL EXPRESS CORP	SHIPPING	\$23.83
01101423 4402	GARVEY'S OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$150.85
01101423 4402	PROVEN IT	TONER	\$12.00
01101424 4507	LUMESIS INC	DIVER LICENSE FEES	\$1,000.00
FINANCE			\$1,186.68
01101522 4301	CHRISTINE KEY	CLERKS TRAINING	\$16.05
01101524 4546	PADDOCK PUBLICATIONS INC	ARTICULATING LOADER	\$46.50
VILLAGE CLERK			\$62.55
01101622 4301	CATHY DOCZEKALSKI	EXPENSES IPELRA TRAINING	\$23.00
01101623 4416	PROVEN IT	COPIER SERVICES	\$44.95
01101624 4507	DISCOVERY BENEFITS	FSA OCTOBER 2019	\$597.80
HUMAN RESOURCES			\$665.75
TOTAL GENERAL GOVERNMENT DEPARTMENT			\$27,996.26

VILLAGE OF HOFFMAN ESTATES

November 18, 2019

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
POLICE DEPARTMENT			
01201223 4402	OFFICE DEPOT	OFFICE SUPPLIES	\$382.12
01201223 4417	WALGREENS	PRESCRIPTIONS	\$19.10
01201223 4421	J.C. SCHULTZ ENTERPRISES,INC.	FLAGS	\$101.68
01201224 4507	CHERYL AXLEY	PROFESSIONAL SERVICES	\$450.00
01201224 4507	MORIZZO FUNERAL HOME & CREMATION	PROFESSIONAL SERVICES	\$275.00
ADMINISTRATIVE			\$1,227.90
PATROL & RESPONSE			
01202122 4301	ILLINOIS HOMICIDE INVESTIGATORS AS	TRAINING OCT 15-17	\$225.00
01202124 4510	CHICAGO COMMUNICATIONS,LLC	EQUIPMENT REPAIRS	\$500.13
01202124 4542	ULTRA STROBE COMMUNICATIONS	CAMERA REPAIRS	\$2,500.00
01202124 4542	ULTRA STROBE COMMUNICATIONS	REMOVE ARBITRATOR	\$3,750.00
01202124 4542	ULTRA STROBE COMMUNICATIONS	REMOVE SIERRA WIRELESS	\$950.00
01202124 4542	WESTERN FIRST AID & SAFETY	MEDICAL SUPPLIES	\$230.85
PATROL & RESPONSE			\$8,155.98
INVESTIGATIONS			
01202323 4414	OFFICE DEPOT	OFFICE SUPPLIES	\$53.99
01202324 4542	TRANSUNION RISK & ALTERNATIVE	PROFESSIONAL SERVICES	\$50.90
INVESTIGATIONS			\$104.89
COMMUNITY RELATIONS			
01202422 4303	LEARNING FOR LIFE	RECHARTER EXPLORER POST	\$1,120.00
COMMUNITY RELATIONS			\$1,120.00
COMMUNICATIONS			
01202524 4542	NORTHWEST CENTRAL DISPATCH SYSTEM	DECEMBER DISPATCH 2019	\$58,678.41
COMMUNICATIONS			\$58,678.41
CANINE			
01202622 4301	ADAM MARAK	REIMB GAS EXPENSE K9 DRUG	\$107.00
01202622 4301	NORTHERN MICHIGAN K-9 INC.	RECERTIFICATION	\$100.00
CANINE			\$207.00
ADMINISTRATIVE SERVICES			
01202922 4304	J.G. UNIFORMS, INC.	UNIFORMS	\$153.00
ADMINISTRATIVE SERVICES			\$153.00
TOTAL POLICE DEPARTMENT			\$69,647.18

VILLAGE OF HOFFMAN ESTATES

November 18, 2019

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
FIRE DEPARTMENT			
01303122 4301.19	ROMEOVILLE FIRE ACADEMY	TRAINING	\$525.00
01303122 4304.16	AIR ONE EQUIPMENT INC	GLOBE GEAR COAT	\$21,490.00
01303122 4304.16	AIR ONE EQUIPMENT INC	GLOBE GEAR PANTS	\$15,355.46
01303123 4408.13	FIRE CATT LLC	CONTRACTED HOSE TESTING.	\$2,226.00
01303123 4414.14	MR ACE LLC	VARIOUS SUPPLIES	\$12.99
01303124 4510	BYRON RIETESSEL BOAT COVERS INC	BED COVER REPAIRS	\$195.00
01303124 4510.12	ONSITE COMMUNICATIONS	REPAIR SERVICE	\$372.00
01303124 4510.13	FIRE CATT LLC	CONTRACTED HOSE TESTING.	\$950.00
01303124 4510.14	ANDAX INDUSTRIES LLC	ESTIMATED SHIPPING/HANDLI	\$84.90
01303124 4510.14	ANDAX INDUSTRIES LLC	STORM SEWER COVER	\$565.50
01303124 4510.14	ANDAX INDUSTRIES LLC	STORM SEWER COVER	\$359.10
01303124 4510.14	ANDAX INDUSTRIES LLC	STORM SEWER COVER	\$169.00
01303124 4515.10	CUSTOM CONNECTION INC.	BRAKE LIGHT	\$45.00
01303124 4515.10	LINE-X OF NORTHERN ILLINOIS	SAFETY SUPPLIES	\$555.00
01303124 4515.10	LINE-X OF NORTHERN ILLINOIS	TOMMY GATE	\$150.00
01303124 4515.10	MR ACE LLC	VARIOUS SUPPLIES	\$11.79
01303124 4515.10	SPRING ALIGN	VEHICLE REPAIRS	\$800.47
01303124 4542.13	FIRE CATT LLC	CONTRACTED HOSE TESTING.	\$142.00
SUPPRESSION			\$44,009.21
01303223 4419	AIRGAS USA, LLC	MEDICAL SUPPLIES	\$277.52
01303223 4419	EMERGENCY MEDICAL PRODUCTS INC	LA RESCUE FIRST RESPONDER	\$389.85
01303223 4419	EMERGENCY MEDICAL PRODUCTS INC	PELICAN 1050 MICRO CASE,	\$112.62
01303224 4510	STRYKER MEDICAL	4G MODEM: VERIZON CELLULAR	\$9,399.00
01303225 4602	STRYKER MEDICAL	LIFEPAK 15 BASIC CARRY CA	\$276.34
01303225 4602	STRYKER MEDICAL	LIFEPAK CARRY CASE TOP PO	\$59.81
EMERGENCY MEDICAL SERVICES			\$10,515.14
01303324 4507	CHGO METRO.FIRE PREVENTION CO	MONTHLY MAINTENANCE FEE	\$1,404.00
01303324 4507	FIRE SAFETY CONSULTANTS INC	REVIEW SPRINKLER SYSTEM	\$225.00
01303324 4507	JOHNSON CONTROLS SECURITY SOLUTIONS	PROFESSIONAL SERVICES	\$540.00
PREVENTION			\$2,169.00
01303523 4412	MR ACE LLC	VARIOUS SUPPLIES	\$174.89
01303524 4510	DIRECT FITNESS SOLUTIONS	REPAIR PARTS	\$360.00
FIRE STATIONS			\$534.89
TOTAL FIRE DEPARTMENT			\$57,228.24

VILLAGE OF HOFFMAN ESTATES

November 18, 2019

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
PUBLIC WORKS			
01401222 4301	NICHOLAS LACKOWSKI	REIMB HOTEL STAY	\$832.50
ADMINISTRATIVE			\$832.50
01404124 4507	MURRAY & TRETTEL INC/ WEATHER	WEATHER FORECAST SERVICE	\$400.00
SNOW & ICE REMOVAL			\$400.00
01404223 4408	MENARDS - HNVR PARK	REPAIR PARTS	\$17.46
01404223 4414	MENARDS - HNVR PARK	STRETCH WRAP	\$20.99
01404224 4521	HEALY ASPHALT CO., LLC.	SURFACE MATERIALS	\$383.52
01404224 4521	MENARDS - HNVR PARK	REPAIR PARTS	\$29.52
PAVEMENT MAINTENANCE			\$451.49
01404323 4408	ARLINGTON POWER EQUIPMENT	REPAIR PARTS	\$236.74
01404323 4408	ARLINGTON POWER EQUIPMENT	RTN REPAIR PARTS	(\$44.86)
01404323 4408	ARLINGTON POWER EQUIPMENT	SHARPENING KIT	\$69.58
01404324 4507	STEVE PIPER & SONS, INC	TREE REMOVALS 555 & 575 B	\$2,625.00
01404324 4507	TREES R US INC	2019 FALL BRUSH/BRANCH PI	\$26,550.00
01404324 4510	ARLINGTON POWER EQUIPMENT	REPAIR PARTS	\$166.65
FORESTRY			\$29,603.11
01404423 4414	ARLINGTON POWER EQUIPMENT	ICE MELT LAND CHOICE 50LB	\$1,552.32
01404423 4414	ARLINGTON POWER EQUIPMENT	SHIPPING COST FOR DELIVER	\$80.00
01404424 4501	AT & T	LANDLINES	\$593.58
01404424 4502	COMMONWEALTH EDISON	ELECTRIC 1900 HASSELL	\$5,972.96
01404424 4503	NICOR GAS	GAS 1300 WESTBURY	\$211.84
01404424 4503	NICOR GAS	GAS 1700 MOON LAKE	\$376.89
01404424 4507	ACCURATE DOCUMENT DESTRUCTION INC	PROFESSIONAL SERVICES	\$477.98
01404424 4509	CINTAS #22	FLOOR MAT RENTAL & CLEANING	\$47.15
01404424 4510	ADVANTAGE MECHANICAL INC.	REPAIRS	\$420.00
01404424 4510	BATTERIES PLUS BULBS	BATTERIES	\$75.69
01404424 4510	FILTER SERVICES INC	FILTERS	\$610.20
01404424 4510	GRAINGER INC	CLEANERS	\$91.59
01404424 4510	GRAINGER INC	CONTAINERS	\$44.52
01404424 4510	H-O-H WATER TECHNOLOGY INC	VARIOUS SUPPLIES	\$603.10
01404424 4510	MIDWEST ENVIRONMENTAL SALES CO.	IGNITER	\$250.04
01404424 4510	MR ACE LLC	VARIOUS SUPPLIES	\$110.08
01404424 4516	AMLINGS INTERIOR LANDSCAPE	INTERIOR LANDSCAPING	\$423.12

VILLAGE OF HOFFMAN ESTATES

November 18, 2019

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01404424 4516	ECO CLEAN MAINTENANCE INC	VILLAGE HALL - \$2,737.00	\$2,737.00
01404424 4516	WOLF ELECTRIC SUPPLY CO	ELECTRICAL SUPPLIES	\$242.61
01404424 4517	ECO CLEAN MAINTENANCE INC	POLICE DEPARTMENT - \$1025	\$781.05
01404424 4517	ECO CLEAN MAINTENANCE INC	POLICE DEPARTMENT - CARPET	\$243.95
01404424 4518	AMAZON CAPITAL SERVICES INC	REPAIR PARTS	\$27.99
01404424 4518	CINTAS #22	FLOOR MAT RENTAL & CLEANING	\$62.44
01404424 4518	GRAINGER INC	REPAIR KITS	\$3.64
01404424 4518	MR ACE LLC	VARIOUS SUPPLIES	\$7.56
01404424 4518	RAYS PLUMBING HEATING	MANHOLE REPAIRS	\$450.00
01404424 4518	WEBMARC DOORS	DOOR REPAIRS 1300 WESTBURY	\$2,146.45
01404424 4520	ECO CLEAN MAINTENANCE INC	PUBLIC WORKS CENTER - \$11	\$1,179.00
01404424 4520	MR ACE LLC	VARIOUS SUPPLIES	\$33.57
FACILITIES			\$20,056.32

01404522 4304	CINTAS #22	CONTRACT PRICING THROUGH	\$82.68
01404523 4408	AMAZON CAPITAL SERVICES INC	UTILITY CARTS	\$74.99
01404523 4411	GAS DEPOT OIL CO	CREDIT FUEL GAS	(\$2,701.27)
01404523 4411	GAS DEPOT OIL CO	FUEL DIESEL	\$3,282.48
01404523 4411	GAS DEPOT OIL CO	FUEL DIESEL	\$2,701.27
01404523 4411	GAS DEPOT OIL CO	FUEL GAS	\$24,905.39
01404523 4411	GAS DEPOT OIL CO	FUEL GAS CREDIT	(\$13,703.06)
01404523 4411	HYDROTEX	ESTIMATED SHIPPING/HANDLING	\$75.89
01404523 4411	HYDROTEX	HY-TORQUE Z TRANSMISSION	\$2,024.48
01404523 4411	KELLER-HEARTT OIL	15W40 CK-4 MOTOR OIL	\$892.50
01404523 4411	KELLER-HEARTT OIL	5W20 SN MOTOR OIL	\$707.20
01404523 4414	INTERSTATE BATTERY SYSTEMS	BATTERIES	\$16.40
01404524 4507	VERIZON CONNECT NWF INC	WIRELESS SERVICES	\$2,050.61
01404524 4509	HERITAGE-CRYSTAL CLEAN	VARIOUS SUPPLIES	\$295.46
01404524 4510	ADVANCE AUTO PARTS	REPAIR PARTS	\$67.14
01404524 4510	HERITAGE-CRYSTAL CLEAN	OIL PICK UP	\$90.00
01404524 4510	TERRACE SUPPLY CO	REPAIR PARTS	\$58.30
01404524 4513	DUNDEE FORD	REPAIR PARTS	\$16.24
01404524 4513	FIRESTONE TRUCK & SERVICE CENTER	RFD OF SERVICE CHARGE	(\$50.00)
01404524 4513	FIRESTONE TRUCK & SERVICE CENTER	TIRES	\$239.72
01404524 4513	FIRESTONE TRUCK & SERVICE CENTER	VEHICLE TIRES	\$50.00
01404524 4514	ACME TRUCK BRAKE & SUPPLY CO.	REPAIR PARTS	\$165.43
01404524 4514	ACME TRUCK BRAKE & SUPPLY CO.	RTN FOOT VALVE	(\$118.67)
01404524 4514	ADVANCE AUTO PARTS	REPAIR PARTS	\$45.95
01404524 4514	BUMPER TO BUMPER/ LEE AUTO	REPAIR PARTS	\$26.58
01404524 4514	KUSSMAUL ELECTRONICS CO.,INC.	AUTO CHARGER 40/20, #091-	\$1,315.40
01404524 4514	KUSSMAUL ELECTRONICS CO.,INC.	ESTIMATED SHIPPING/HANDLING	\$199.49
01404524 4514	POMP'S TIRE	FIRESTONE F/S TRANSFORCE	\$1,131.96
01404524 4514	POMP'S TIRE	FIRESTONE FS561 TIRES 245	\$589.00
01404524 4514	RUSH TRUCK CENTER OF ILLINOIS, INC	REPAIR PARTS	\$149.80

VILLAGE OF HOFFMAN ESTATES

November 18, 2019

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01404524 4514	WIRFS WELDING & INDUSTRIES INC	EMERGENCY REPAIR OF E21	\$8,422.11
01404524 4534	ADVANCE AUTO PARTS	REPAIR PARTS	\$191.53
01404524 4534	ADVANCE AUTO PARTS	RTN REPAIR PARTS	(\$143.27)
01404524 4534	AMAZON CAPITAL SERVICES INC	REPAIR PARTS	\$14.44
01404524 4534	AUTO TRUCK GROUP	ESTIMATED SHIPPING/HANDLING	\$378.00
01404524 4534	AUTO TRUCK GROUP	SIDES FOR UNIT 41 DUMP BO	\$1,720.00
01404524 4534	BUMPER TO BUMPER/ LEE AUTO	REPAIR PARTS	\$202.95
01404524 4534	DUNDEE FORD	REPAIR PARTS	\$66.56
01404524 4534	FACTORY MOTOR PARTS CO	REPAIR PARTS	\$67.72
01404524 4534	FACTORY MOTOR PARTS CO	RTN PARTS	(\$284.00)
01404524 4534	FACTORY MOTOR PARTS CO	VARIOUS SUPPLIES	\$57.72
01404524 4534	FIRESTONE TRUCK & SERVICE CENTER	RTN REPAIR PARTS	(\$79.99)
01404524 4534	INTERSTATE BATTERY SYSTEMS	REPAIR PARTS	\$211.50
01404524 4534	KAMMES AUTO & TRUCK REPAIR INC	VEHICLE STATE INSPECTIONS	\$105.00
01404524 4534	METRO TANK & PUMP CO	SUBMERSIBLE PUMP REPLACEMENT	\$9,937.00
01404524 4534	RUSH TRUCK CENTER OF ILLINOIS, INC	REPAIR PARTS	\$820.16
01404524 4534	RUSH TRUCK CENTER OF ILLINOIS, INC	RTN PARTS	(\$667.90)
01404524 4534	RUSH TRUCK CENTER OF ILLINOIS, INC	RTN THERMAL VALVE	(\$61.90)
FLEET SERVICES			\$45,638.99

01404624 4519	FASTENAL INDUSTRIAL & CONST.	VARIOUS SUPPLIES	\$80.22
01404624 4519	MR ACE LLC	VARIOUS SUPPLIES	\$52.75
F.A.S.T.			\$132.97

01404824 4502	COMMONWEALTH EDISON	ELECTRIC GRANDCANYON GLEN	\$2,850.52
01404824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 5510 PRAIRESTONE	\$255.86
01404824 4523	WOLF ELECTRIC SUPPLY CO	10 AMP MIDGET FUSE	\$318.00
01404824 4523	WOLF ELECTRIC SUPPLY CO	CONTACTOR 8910DPA32V02	\$558.50
01404824 4523	WOLF ELECTRIC SUPPLY CO	PHOTOCELL 5237-UL	\$413.00
01404824 4523	WOLF ELECTRIC SUPPLY CO	SCOTCH SUPER +33	\$82.20
01404824 4545	MENARDS - HNVR PARK	REPAIR PARTS	\$39.96
TRAFFIC CONTROL			\$4,518.04

TOTAL PUBLIC WORKS DEPARTMENT **\$101,633.42**

DEVELOPMENT SERVICES

01505023 4403	PLUM GROVE PRINTERS INC	BUSINESS CARDS	\$32.50
01505023 4414	THE FINER LINE	NAME PLATE	\$39.51
01505024 4546	PADDOCK PUBLICATIONS INC	ADS	\$60.95
PLANNING			\$132.96

VILLAGE OF HOFFMAN ESTATES

November 18, 2019

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01505122 4301	DAVE BANASZYNSKI	IEHA ANNUAL CONFERENCE	\$201.48
01505122 4301	NORTHWEST BOCA	NWBOCA ANNUAL MEETING	\$75.00
01505123 4403	B & L BLUEPRINT, INC	SCAN TO PRINT	\$84.00
01505123 4403	B & L BLUEPRINT, INC	SCANNING SERVICES	\$74.00
01505123 4403	CLASS PRINTING	INSPECTION LABELS	\$188.00
01505124 4507	GILIO LANDSCAPE CONTRACTORS	MOWING CODE 2575 HIGGINS	\$300.00
01505124 4507	THOMPSON ELEVATOR INSPECTION INC	INSPECTIONS	\$40.00
01505124 4507	THOMPSON ELEVATOR INSPECTION INC	RE INSPECTIONS	\$184.00
CODE ENFORCEMENT			\$1,146.48
01505222 4303	MICHAEL HANKEY	RENEWAL ENGINEER LICENSE	\$61.35
01505224 4542	AMERICAN TAXI DISPATCH INC	254 TRANSPORTATION COUPONS	\$1,778.00
01505224 4542	UNITED DISPATCH	TRANSPORTATION COUPONS	\$532.00
01505224 4545	ALAN WENDERSKI	SAFETY BOOT REIMBURSEMENT	\$100.00
TRANSPORTATION AND ENGINEERING			\$2,471.35
01505922 4301	KEVIN KRAMER	PER DIEM ICSC CONFERENCE	\$198.00
01505922 4301	WILLIAM MCLEOD	PER DIEM ICSC CONFERENCE	\$198.00
01505924 4546	FRANCE MEDIA, INC	1/2 PAGE AD	\$2,000.00
01505924 4546	PADDOCK PUBLICATIONS INC	CORPORATE ADS	\$1,995.00
ECONOMIC DEVELOPMENT			\$4,391.00
TOTAL DEVELOPMENT SERVICES DEPARTMENT			\$8,141.79
HEALTH & HUMAN SERVICES DEPARTMENT			
01556522 4301	CATHY DAGIAN STANTON	SEPT & OCT 2019 REIM MIL	\$105.56
01556523 4402	OFFICE DEPOT	OFFICE SUPPLIES	\$76.19
01556523 4416	PROVEN IT	COPIER SERVICES	\$95.92
01556524 4507	NICOLAS OSSELAND	SELF DEFENSE TRAINING	\$150.00
TOTAL HEALTH & HUMAN SERVICES DEPARTMENT			\$427.67
BOARDS & COMMISSIONS DEPARTMENT			
01605724 4507	C.O.P.S. TESTING SERVICE, INC	PHYSICAL EVALUATION	\$940.42
01605724 4507	C.O.P.S. TESTING SERVICE, INC	PRE-EMPLOYMENT POLYGRAPH	\$3,450.00
01605724 4507	C.O.P.S. TESTING SERVICE, INC	PROMOTION ASSESSMENT	\$2,700.00
01605724 4507	C.O.P.S. TESTING SERVICE, INC	TEST BOOKLETS	\$125.00
01605724 4542	ALAN WAX	PROMOTIONAL EXAM EVALUATION	\$630.00
FIRE & POLICE COMMISSION			\$7,845.42

VILLAGE OF HOFFMAN ESTATES

November 18, 2019

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01605824 4559	JIM GIBBONS	ENTERTAINMENT	\$275.00
01605824 4559	OFFICE DEPOT	OFFICE SUPPLIES	\$20.79
01605824 4559	UPSCALE	SENIOR COMMISSION ENTERTAINMENT	\$525.00
01605824 4573	MINERVA MILFORD	REIM FOR HISPANIC HERITAGE	\$76.71
01605824 4573	SANDRA LAHOZ	REIM FOR PURCHASES	\$21.44
01605824 4599	STEVE BRANDT	REIM FOR COMMISSION	\$150.00
MISCELLANEOUS B & C			\$1,068.94
TOTAL BOARDS & COMMISSIONS DEPARTMENT			\$8,914.36
TOTAL GENERAL FUND			\$454,697.52
MFT FUND			
03400024 4512	ILLINOIS DEPT OF TRANSPORTATION	TRAFFIC SIGNAL MAINTENANCE	\$23,099.58
03400024 4512	MEADE ELECTRIC CO., INC.	MATERIALS LABOR AND EQUIP	\$9,099.00
03400024 4512	MEADE ELECTRIC CO., INC.	REPAIRS	\$677.36
03400024 4512	MEADE ELECTRIC CO., INC.	TRAFFIC SIGNAL MAINTENANCE	\$525.00
TOTAL MFT FUND			\$33,400.94
PRAIRIE STONE CAPITAL FUND			
27000025 4621	APPLIED GEOSCIENCE INC.	MATERIAL TESTING	\$3,880.00
TOTAL PRAIRIE STONE CAPITAL FUND			\$3,880.00
ROAD IMPROVEMENT FUND			
29000025 4606	APPLIED GEOSCIENCE INC.	STREET REVIT PROGRAM	\$14,009.00
29000025 4606	ARROW ROAD CONSTRUCTION CO	CAPITAL IMPROVEMENTS	\$1,427,015.04
29000025 4606	CIVILTECH ENGINEERING, INC.	PROFESSIONAL SERVICES	\$4,948.11
TOTAL ROAD IMPROVEMENT FUND			\$1,445,972.15
CAPITAL VEHICLE & EQUIPMENT FUND			
37000025 4603	NORTHWEST CENTRAL DISPATCH SYSTEM	RADIO REPAIRS	\$2,067.36
37000025 4603	RUSH TRUCK CENTER OF ILLINOIS, INC	RUSH/SOURCEWELL CONTRACT	\$176,002.00
TOTAL CAPITAL VEHICLE AND EQUIPMENT FUND			\$178,069.36

VILLAGE OF HOFFMAN ESTATES

November 18, 2019

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
40 1445	KS ENERGY SERVICES	WATER DEPOSIT REFUND	\$33.85
WATER MISCELLANEOUS PAYMENT			\$33.85
40406723 4402	OFFICE DEPOT	OFFICE SUPPLIES	\$151.65
40406723 4402	OFFICE DEPOT	RTN OFFICE SUPPLIES	(\$14.34)
40406723 4414	MR ACE LLC	VARIOUS SUPPLIES	\$81.96
40406723 4420	TEST GAUGE INC	CALIBRATION & RECERTIFICATION	\$95.00
40406724 4501	AT & T	LANDLINES	\$103.42
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1355 WESTBURY	\$54.80
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1775 ABBEYWOOD	\$1,646.03
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1790 CHIPPENDALE	\$124.41
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2 N HILLCREST	\$53.86
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2002 PARKVIEW	\$95.94
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2150 STONINGTON	\$159.21
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2550 BEVERLY RD	\$275.72
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 3451 N WILSHIRE	\$436.83
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 3990 HUNTINGTON	\$107.75
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 4140 CRIMSON	\$136.21
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 4690 OLSTEAD	\$70.93
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 780 HASSELL	\$121.06
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 95 ASTER LANE	\$517.23
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC HIGGINS OLD SUTT	\$278.71
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC S HIGGINS/BEVERL	\$41.08
40406724 4503	NICOR GAS	GAS 4690 OLMSTEAD	\$38.29
40406724 4503	NICOR GAS	GAS 720 CHARLESTON	\$24.54
40406724 4503	NICOR GAS	GAS 95 ASTER LANE	\$348.63
40406724 4507	HACH CO	VARIOUS SUPPLIES	\$156.66
40406724 4507	PDC LABORATORIES INC	PDC LAB SERVICES	\$561.00
40406724 4507	USA BLUE BOOK	REPAIR PARTS	\$457.00
40406724 4507	VERIZON CONNECT NWF INC	WIRELESS SERVICES	\$878.84
40406724 4509	ALEXANDER CHEMICAL CORPORATION	DEPOSIT RFD	(\$100.00)
40406724 4509	ALEXANDER CHEMICAL CORPORATION	ESTIMATED SHIPPING/HANDLING	\$50.00
40406724 4509	ALEXANDER CHEMICAL CORPORATION	SINGLE SOURCE VENDOR FOR	\$1,136.00
40406724 4524	GRAINGER INC	CHEMICALS	\$42.75
40406724 4526	MR ACE LLC	VARIOUS SUPPLIES	\$7.58
40406724 4529	MENARDS - HNVR PARK	REPAIR PARTS	\$118.98
40406724 4529	MUNICIPAL MARKING DISTRIBUTORS	FLAGS	\$146.00
40406724 4529	MUNICIPAL MARKING DISTRIBUTORS	STREET MARKING MATERIALS	\$176.00
40406724 4529	WATER PRODUCTS CO.	REPAIR PARTS	\$787.80
WATER DIVISION			\$9,367.53

VILLAGE OF HOFFMAN ESTATES
November 18, 2019

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
40406824 4502	CONSTELLATION NEW ENERGY INC	CTRIC 1513 GOLF RD	\$1,030.62
40406824 4502	CONSTELLATION NEW ENERGY INC	ECTRIC 2090 CENTRAL	\$107.17
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1101 WESTBURY	\$829.83
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1200 KINGSDALE	\$200.66
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1215 MOON LAKE	\$500.24
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1629 CROWFOOT	\$158.79
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1775 HUNTINGTON	\$181.62
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1790 CHIPPENDALE	\$186.62
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1869 HAMPTON	\$124.29
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2094 CARLING	\$60.98
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2364 HIGGINS	\$1,140.40
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2380 GOLF RD	\$337.14
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 515 CENTRAL	\$33.74
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 6100 SHOE FACTORY	\$538.20
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 897 PARK LANE	\$106.87
40406824 4510	MENARDS - HNVR PARK	REPAIR PARTS	\$102.92
40406824 4530	MUNICIPAL MARKING DISTRIBUTORS	FLAGS	\$146.00
40406824 4530	MUNICIPAL MARKING DISTRIBUTORS	STREET MARKING MATERIALS	\$176.00
SEWER DIVISION			\$5,962.09

40407325 4603	LINE-X OF NORTHERN ILLINOIS	TAIL GATE	\$875.00
40407325 4603	LINE-X OF NORTHERN ILLINOIS	UTILITY BED RAILS	\$875.00
40407325 4603	ULTRA STROBE COMMUNICATIONS	UNIT 27, 63 WARNING LIGHT	\$2,050.00
40407523 4420	WATER RESOURCES INC	WATER METERS AND VARIOUS	\$5,437.78
40407524 4527	BAXTER & WOODMAN, INC.	COMPLETE BID SPECS FOR TO	\$312.50
40407525 4608	ARROW ROAD CONSTRUCTION CO	PW WATER SEWER	\$2,655.55
40407525 4608	BAXTER & WOODMAN, INC.	ENGINEERING SERVICES FOR	\$10,692.93
40407525 4608	ENGINEERING ENTERPRISES INC	PROVIDE ENGINEERING SERVICE	\$1,298.10
CAPITAL PROJECTS			\$24,196.86

TOTAL WATERWORKS AND SEWERAGE FUND **\$39,560.33**

STORMWATER MANAGEMENT FUND

42000025 4613	ARROW ROAD CONSTRUCTION CO	STORM SEWER PROJECT	\$57,240.28
TOTAL STORMWATER MANAGEMENT			\$57,240.28

VILLAGE OF HOFFMAN ESTATES

November 18, 2019

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
INSURANCE FUND			
46 1101	MICHAEL RAUCCI	REIMB SICK INCENTIVE	\$468.51
46 1101	STEVEN W ANDERSON	REIMB SICK INCENTIVE	\$222.65
46700024 4579	ALEXIAN BROTHERS CORPORATE HEALTH	COMPLETE PHYSICAL	\$2,936.00
46700024 4579	ALEXIAN BROTHERS CORPORATE HEALTH	PHYSICAL EXAM	\$663.00
46700024 4579	ALEXIAN BROTHERS CORPORATE HEALTH	PHYSICAL EVALUATION	\$285.00
46700024 4579	ALEXIAN BROTHERS CORPORATE HEALTH	PHYSICAL EXAM	\$12,192.00
TOTAL INSURANCE FUND			\$16,767.16
INFORMATION SYSTEMS			
47001222 4301	FRED BESENHOFFER	TRAVEL TO GMIS CONFERENCE	\$200.48
ADMINISTRATIVE			\$200.48
TOTAL INFORMATION SYSTEMS FUND			\$200.48
BARRINGTON-HIGGINS TIF FUND			
63000024 4507	ALA CARTE ENTERTAINMENT LP	2019 NOTE PAYMENT	\$101,447.28
63000024 4507	FIRST AMERICAN BANK	NOTE PAYMENT POPLAR CREEK	\$255,735.49
TOTAL BARRINGTON-HIGGINS TIF FUND			\$357,182.77
BILL LIST TOTAL			\$2,586,970.99

SUPERION
 DATE: 11/13/2019
 TIME: 13:44:22

VILLAGE OF HOFFMAN ESTATES
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20191101 00:00:00.000' and '20191113 00:00:00.000'
 ACCOUNTING PERIOD: 11/19

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
0102	116025 V	11/05/19	5803	PACE SUBURBAN BUS SERVIC	01101324	PROFESSIONAL SERVICES	0.00	-46.30
0102	116071	11/04/19	15756	PACER SERVICE CENTER	01101324	ELECTRONIC SERVICES	0.00	46.30
0102	116072	11/04/19	14754	JIM DEPASQUALE	01605824	SISTER CITIES SPORTS	0.00	2,685.00
0102	116073	11/04/19	19936	REAL ESTATE PUBLISHING C	01505924	FULL PAGE AD AUG-SEP	0.00	2,500.00
0102	116074	11/05/19	3767	DLT SOLUTIONS, LLC	01505224	ANNUAL GOV SUBSCRIPT	0.00	2,131.02
0102	116075	11/06/19	11214	JACOB SZAFRANSKI	01	C-PAL LOAN	0.00	2,000.00
0102	116076	11/06/19	14290	GARY STANTON	01101222	REIM SPRINGFIELD VETO	0.00	100.00
0102	116077	11/06/19	2439	WILLIAM MCLEOD	01101222	SPRINGFIELD VETO 2019	0.00	100.00
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	01202923	VARIOUS SUPPLIES	0.00	10.78
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	01303124	VARIOUS SUPPLIES	0.00	99.96
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	01303125	VARIOUS SUPPLIES	0.00	70.79
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	01303323	VARIOUS SUPPLIES	0.00	286.92
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	01404324	VARIOUS SUPPLIES	0.00	497.08
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	01404424	VARIOUS SUPPLIES	0.00	220.54
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	01404424	VARIOUS SUPPLIES	0.00	43.44
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	01404523	VARIOUS SUPPLIES	0.00	34.38
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	01404523	VARIOUS SUPPLIES	0.00	199.14
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	01404524	VARIOUS SUPPLIES	0.00	64.46
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	01404524	VARIOUS SUPPLIES	0.00	47.79
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	01404623	VARIOUS SUPPLIES	0.00	99.00
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	01404623	VARIOUS SUPPLIES	0.00	116.82
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	01404624	VARIOUS SUPPLIES	0.00	782.22
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	01404624	VARIOUS SUPPLIES	0.00	30.84
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	01404723	VARIOUS SUPPLIES	0.00	80.91
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	01404724	VARIOUS SUPPLIES	0.00	88.35
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	40406723	VARIOUS SUPPLIES	0.00	32.88
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	40406723	VARIOUS SUPPLIES	0.00	61.48
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	40406724	VARIOUS SUPPLIES	0.00	19.65
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	40406724	VARIOUS SUPPLIES	0.00	229.07
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	40406724	VARIOUS SUPPLIES	0.00	71.37
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	40406724	VARIOUS SUPPLIES	0.00	237.48
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	40406824	VARIOUS SUPPLIES	0.00	265.48
0102	116078	11/08/19	4065	THE HOME DEPOT #1904	41000024	VARIOUS SUPPLIES	0.00	21.55
	TOTAL CHECK						0.00	3,712.38
0102	116079	11/08/19	11261	WEX BANK	01404524	FUEL	0.00	1,126.13
0102	116079	11/08/19	11261	WEX BANK	01404524	FUEL	0.00	63.31
0102	116079	11/08/19	11261	WEX BANK	01404524	FUEL	0.00	36.48
0102	116079	11/08/19	11261	WEX BANK	01404524	FUEL	0.00	41.06
	TOTAL CHECK						0.00	1,266.98
0102	116080	11/12/19	2226	PETTY CASH	01101322	PETTY CASH REIM	0.00	31.50
0102	116080	11/12/19	2226	PETTY CASH	01101422	PETTY CASH REIM	0.00	82.70
0102	116080	11/12/19	2226	PETTY CASH	01101522	PETTY CASH REIM	0.00	32.88

SUPERION
DATE: 11/13/2019
TIME: 13:44:22

VILLAGE OF HOFFMAN ESTATES
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20191101 00:00:00.000' and '20191113 00:00:00.000'
ACCOUNTING PERIOD: 11/19

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
0102	116080	11/12/19	2226	PETTY CASH	01101524	PETTY CASH REIM	0.00	50.00
0102	116080	11/12/19	2226	PETTY CASH	01101623	PETTY CASH REIM	0.00	18.76
0102	116080	11/12/19	2226	PETTY CASH	01505922	PETTY CASH REIM	0.00	37.86
0102	116080	11/12/19	2226	PETTY CASH	01505123	PETTY CASH REIM	0.00	15.65
0102	116080	11/12/19	2226	PETTY CASH	01556522	PETTY CASH REIM	0.00	31.32
0102	116080	11/12/19	2226	PETTY CASH	01605824	PETTY CASH REIM	0.00	64.19
0102	116080	11/12/19	2226	PETTY CASH	01605824	PETTY CASH REIM	0.00	24.30
TOTAL CHECK							0.00	389.16
TOTAL CASH ACCOUNT							0.00	14,884.54
TOTAL FUND							0.00	14,884.54
TOTAL REPORT							0.00	14,884.54

Detail of Wire/ACH Activity
For the Period 10/01/19 - 10/31/19

Date	Vendor	Description	Source of Funds	Amount
10/01/19	IPBC	Insurance Premium	General	\$ 606,441.65
10/02/19	Payment Express	Credit Card Merchant Fees 9/19	General, Water & Sewer	\$ 168.84
10/02/19	Neopost	Replenish Postage Machine	General, Water & Sewer	\$ 1,600.00
10/07/19	Neopost	Replenish Postage Machine	General, Water & Sewer	\$ 1,600.00
10/09/19	Employer's Claim Service	Workers Comp Claims	Insurance	\$ 44,693.80
10/10/19	IMRF	IMRF September 2019 Payroll Costs	Various	\$ 106,456.12
10/16/19	CCMSI	General Liability Claims	Insurance	\$ 54,662.55
10/18/19	SWANCC	Monthly Tipping Fees	Municipal Waste System	\$ 52,284.88
10/18/19	JAWA	Monthly Water Usage	Water & Sewer	\$ 732,673.00
10/18/19	Sebis	Postage Deposit for Water Bills	Water & Sewer	\$ 6,000.00
10/24/19	Neopost	Replenish Postage Machine	General, Water & Sewer	\$ 1,600.00
10/29/19	Sears	Note Payment	EDA General	\$ 5,153,317.00
10/29/19	School District 300	EDA Distribution	EDA	\$ 2,000,000.00
10/30/19	CCMSI	General Liability Claims	Insurance	\$ 9,038.65
	TOTAL			\$ 8,770,536.49

VILLAGE OF HOFFMAN ESTATES
 Monthly Credit Card Activity

From: 09/06/2019

To: 10/5/2019

Account Name	Merchant Name	Transaction Date	Accounting Code	Accounting Code	Transaction Amount	Expense Description
ANTHONY FASHODA	ILLINOIS GOVERNMENT FI	09/17/2019	01101422	4301	\$170.00	PAYROLL SEMINAR
ANTHONY FASHODA	MARRIOTT HOTEL & CONFE	09/11/2019	01101422	4301	\$299.20	IGFOA CONFR-ARROYO
ANTHONY FASHODA	MARRIOTT HOTEL & CONFE	09/11/2019	01101422	4301	\$299.20	IGFOA CONFR-FASHODA
ANTHONY FASHODA	MARRIOTT TAMPA WATERSI	09/27/2019	01106222	4301	\$688.32	NATOA CONFR-SIGNORELLA
ANTHONY FASHODA	NATIOAL ASSOCIATION OF	09/06/2019	01106222	4301	\$850.00	CONFRENCE REG-SIGNORELLA
BEN GIBBS	AMAZON.COM*1G7WH96B3	09/18/2019	01	1445	\$56.10	SCA-SUPPLIES
BEN GIBBS	AMAZON.COM*2Z4E73XS3	09/16/2019	01	1445	\$87.84	SCA-SUPPLIES
BEN GIBBS	AMAZON.COM*6M53Z5VF3	09/18/2019	01	1445	\$182.27	SCA-SUPPLIES
BEN GIBBS	AMAZON.COM*F82D31NU3	09/18/2019	01	1445	\$65.37	SCA-SUPPLIES
BEN GIBBS	AMZN MKTP US*2R6T11053	09/17/2019	01	1445	\$53.99	SCA-SUPPLIES
BEN GIBBS	AMZN MKTP US*2S4RW1TF3	09/15/2019	01	1445	\$21.99	SCA-SUPPLIES
BEN GIBBS	AMZN MKTP US*4M6440B03	09/12/2019	01	1445	\$634.05	SCA-SUPPLIES
BEN GIBBS	AMZN MKTP US*EM51W8EK3	09/16/2019	01	1445	\$55.99	SCA-SUPPLIES
BEN GIBBS	AMZN MKTP US*GF2H15NR3	09/16/2019	01	1445	\$21.00	SCA-SUPPLIES
BEN GIBBS	AMZN MKTP US*LV66O08B3	09/17/2019	01	1445	\$53.70	SCA-SUPPLIES
BEN GIBBS	AMZN MKTP US*P00M0IY3	09/15/2019	01	1445	\$22.99	SCA-SUPPLIES
BEN GIBBS	AMZN MKTP US*SR2GL2UG3	09/15/2019	01	1445	\$17.97	SCA-SUPPLIES
BEN GIBBS	AMZN MKTP US*TM2NE9HY3	09/15/2019	01	1445	\$31.98	SCA-SUPPLIES
BEN GIBBS	CLAIM JUMPER 0535	09/17/2019	01	1445	\$121.38	SCA-LUNCH MTG
BEN GIBBS	EIG*CONSTANTCONTACT.C	09/16/2019	01	1445	\$69.06	SCA-SUBSCRIPTION
BEN GIBBS	PAYPAL *BEARISLANDC	09/12/2019	01	1445	\$999.45	SCA-SUPPLIES
BEN GIBBS	PAYPAL *ETSY	09/12/2019	01	1445	\$56.00	SCA-SUPPLIES
BEN GIBBS	PAYPAL *ETSY	09/15/2019	01	1445	\$14.50	SCA-SUPPLIES
BEN GIBBS	PAYPAL *ETSY	09/15/2019	01	1445	\$19.00	SCA-SUPPLIES
BEN GIBBS	PAYPAL *LISA	09/10/2019	01	1445	\$2,700.00	SCA-SUPPLIES
BEN GIBBS	PAYPAL *MODIFIEDMIX	09/04/2019	01	1445	\$184.50	SCA-SUPPLIES
BEN GIBBS	RAMBO'S BAR & GRILL	09/09/2019	01	1445	\$30.37	SCA-LUNCH MTG
BEN GIBBS	SQU*SQ *PRO WRESTLING	09/18/2019	01	1445	\$210.78	SCA-EVENT EXPENSES
BEN GIBBS	THE ASSEMBLY AMERICAN	09/20/2019	01	1445	\$62.15	SCA-LUNCH MTG
BEN GIBBS	WIX.COM*508750823	09/06/2019	01	1445	\$4.99	SCA-SUBSCRIPTION
BEN GIBBS	WIX.COM*508991503	09/07/2019	01	1445	\$36.00	SCA-SUBSCRIPTION
DARIN W FELGENHAUER	BP#1872886DUNESVIEWQPS	09/09/2019	01201222	4301	\$16.40	FUEL EXPENSE
DARIN W FELGENHAUER	DOHERTY HOTEL	09/19/2019	01202622	4301	\$255.96	CANINE TRAIN-LAPAK
DARIN W FELGENHAUER	DOHERTY HOTEL	09/19/2019	01202622	4301	\$255.96	CANINE TRAIN-MARAK
DEBRA SCHOOP	ILLINOIS CITY COUNTY M	09/04/2019	01101222	4301	\$80.00	ILCMA MGR CONFR LUNCH
DEBRA SCHOOP	ILLINOIS CITY COUNTY M	09/05/2019	01101222	4301	-\$5.00	ILCMA LUNCH CREDIT
DEBRA SCHOOP	ILLINOIS CITY COUNTY M	09/05/2019	01101222	4301	\$40.00	ILCMA CONFR LUNCH
DEBRA SCHOOP	LAW BULLETIN/INDEX PUB	09/17/2019	01101323	4404	\$92.52	SULLIVAN'S LAW DIRECTORY
DEBRA SCHOOP	NIU ALUMNI ASSOC TRAVE	09/27/2019	01101222	4301	\$50.00	ICMA CONF DINNER-GALLOWAY
DR AUDRA MARKS	AMZN MKTP US*V015N2523	09/23/2019	01605824	4560	\$125.28	MOUSE PADS-ALICE
DR AUDRA MARKS	PAPA JOHN'S #3338	09/06/2019	01605824	4599	\$118.24	FIRST FRIDAY
DR AUDRA MARKS	RED ROOF PLUS HOFFMAN	09/19/2019	01	1408	\$49.99	HOMELESS HE RESIDENT
FRED BESENHOFFER	AMAZON PRIME	09/24/2019	47001222	4303	\$12.99	PRIME MEMBERSHIP FEE
FRED BESENHOFFER	AMZN MKTP US*IJ0312NB3	09/15/2019	47008525	4602	\$76.95	CABLES

Account Name	Merchant Name	Transaction Date	Accounting Code	Accounting Code	Transaction Amount	Expense Description
FRED BESENHOFFER	COMCAST CHICAGO	09/08/2019	47008524	4542	\$161.85	INTERNET SERVICE
FRED BESENHOFFER	COMCAST CHICAGO	09/09/2019	47008524	4542	\$143.90	INTERNET SERVICE
FRED BESENHOFFER	COMCAST CHICAGO	09/28/2019	47008524	4542	\$181.85	INTERNET SERVICE-VLG GREEN
FRED BESENHOFFER	COMCAST CHICAGO	09/29/2019	47008524	4542	\$79.90	INTERNET SERVICE
FRED BESENHOFFER	DLS INTERNET SERVICES	09/23/2019	47008524	4542	\$350.00	INTERNET SERVICE
FRED BESENHOFFER	MESSAGEOPS.COM	09/23/2019	47008524	4542	\$19.95	EMAIL MGT SOFTWARE
FRED BESENHOFFER	OTI*OPEN TEXT INC	09/23/2019	47008524	4542	\$2,400.00	SUBSCRIPTION SVCS
JAMES H NORRIS	APPLE STORE #R258	09/28/2019	01101223	4402	\$106.43	EXTERNAL BATTERY-NORRIS
JAMES H NORRIS	METRA PALATINE	09/20/2019	01101222	4301	\$14.50	IML CONFERENCE
JAMES H NORRIS	MORETTIS RISTORANTE HO	09/11/2019	01101222	4301	\$130.02	HHS ACCREDITATION LUNCH
JAMES H NORRIS	VILLAGE OF PALATINE	09/20/2019	01101222	4301	\$2.20	PARKING-IML CONF
JENNIFER DJORDJEVIC	AMZN MKTP US*4S9K15FY3	09/25/2019	01101123	4402	\$26.55	IPAD CASE-MAYOR
JENNIFER DJORDJEVIC	EGG HARBOR CAFE - SCHA	09/05/2019	01101122	4301	\$35.57	MARKETING DISCUSSION
JENNIFER DJORDJEVIC	FABBRINI S FLOWERS	09/03/2019	01101123	4414	\$85.00	SYMPATHY FLOWERS-NEWELL
JENNIFER DJORDJEVIC	HOO*HOOTSUITE INC	09/08/2019	01101123	4414	\$5.99	SUBSCRIPTION
JENNIFER DJORDJEVIC	JIMMY JOHNS - 424 - EC	09/19/2019	01101123	4414	\$22.25	OFFICE MEETING
JENNIFER DJORDJEVIC	KYOTO JAPANESE STEAK A	09/26/2019	01101123	4301	\$143.08	WINE WED APPETIZERS
JENNIFER DJORDJEVIC	LOS FERNANDEZ	09/23/2019	01101123	4414	\$218.28	TRUSTEE DINNER
JENNIFER DJORDJEVIC	MARIANOS #506	09/23/2019	01101123	4414	\$107.15	TRUSTEE OFFICES
JENNIFER DJORDJEVIC	ROSATIS PIZZA - HOFFMA	09/09/2019	01101123	4414	\$110.28	TRUSTEE DINNER
JENNIFER DJORDJEVIC	SQU*SQ *FASTWAY PRINTI	09/26/2019	01605824	5501	\$192.00	CELTIC FEST
JENNIFER DJORDJEVIC	TARGET 00021220	10/03/2019	01101123	4414	\$104.07	AUCTION DONATION
JENNIFER DJORDJEVIC	VOLGISTICS INC	09/29/2019	01101123	4404	\$48.00	VOLUNTEER DATABASE
JOHN JANICKI	AMAZON.COM*HJ3S50IT3	09/17/2019	01	1445	\$24.00	SCA-SUPPLIES
JOHN JANICKI	AMERICAN METRO PYMNT	09/25/2019	01	1445	\$296.00	SCA-CASH REGISTER
JOHN JANICKI	AMZN MKTP US*AW9TC3WR3	09/17/2019	01	1445	\$15.55	SCA-SUPPLIES
JOHN JANICKI	FACEBK *6E7D4NSTB2	09/05/2019	01	1445	\$900.00	SCA-SUBSCRIPTION
JOHN JANICKI	FACEBK *7S9Q4NSSB2	09/12/2019	01	1445	\$900.00	SCA-SUBSCRIPTION
JOHN JANICKI	FACEBK *7X4TQNATB2	09/26/2019	01	1445	\$900.00	SCA-SUBSCRIPTION
JOHN JANICKI	FACEBK *EENHVMETB2	09/19/2019	01	1445	\$900.00	SCA-SUBSCRIPTION
JOHN JANICKI	FACEBK *NKZKTMETB2	09/15/2019	01	1445	\$900.00	SCA-SUBSCRIPTION
JOHN JANICKI	FACEBK *PM29YMETB2	09/23/2019	01	1445	\$900.00	SCA-SUBSCRIPTION
JOHN JANICKI	FACEBK *RKZ76NJT B2	09/08/2019	01	1445	\$900.00	SCA-SUBSCRIPTION
JOHN JANICKI	FACEBK *VENK6NNTB2	10/03/2019	01	1445	\$900.00	SCA-SUBSCRIPTION
JOHN JANICKI	FACEBK *W7ZSENSB2	09/30/2019	01	1445	\$819.43	SCA-SUBSCRIPTION
JOHN JANICKI	GOOGLE *ADS6015163255	09/16/2019	01	1445	\$500.00	SCA-SUBSCRIPTION
JOHN JANICKI	GOOGLE *ADS6015163255	09/27/2019	01	1445	\$500.00	SCA-SUBSCRIPTION
JOHN JANICKI	GOOGLE *ADS6015163255	10/01/2019	01	1445	\$500.00	SCA-SUBSCRIPTION
JOHN JANICKI	GOOGLE*ADS6015163255	09/08/2019	01	1445	\$500.00	SCA-SUBSCRIPTION
JOHN JANICKI	GOOGLE*ADS6015163255	09/12/2019	01	1445	\$500.00	SCA-SUBSCRIPTION
JOHN JANICKI	GOOGLE*ADS6015163255	09/20/2019	01	1445	\$500.00	SCA-SUBSCRIPTION
JOHN JANICKI	GOOGLE*ADS6015163255	09/24/2019	01	1445	\$500.00	SCA-SUBSCRIPTION
JOHN JANICKI	PRO WRESTLING TEES	09/23/2019	01	1445	\$50.00	SCA-EVENT SUPPLIES
JOHN JANICKI	SIGNAGE STARTER PLAN	09/30/2019	01	1445	\$300.00	SCA-SUBSCRIPTION

VILLAGE OF HOFFMAN ESTATES
 Monthly Credit Card Activity

From: 09/06/2019

To: 10/5/2019

Account Name	Merchant Name	Transaction Date	Accounting Code	Accounting Code	Transaction Amount	Expense Description
JOHN JANICKI	WOOBX	10/01/2019	01	1445	\$30.00	SCA-SUBSCRIPTION
JOSEPH CAPIGA	BENDPAK, INC	09/09/2019	01404525	4602	\$2,058.00	EVAPORATIVE AIR COOLER
JOSEPH NEBEL	AMERICAN 00115007805217	09/06/2019	01401222	4301	\$30.00	PWX CONFER BAGGAGE CHR
JOSEPH NEBEL	AMERICAN 00115008382505	09/11/2019	01401222	4301	\$30.00	PWX CONFER BAGGAGE CHR
JOSEPH NEBEL	APL*ITUNES.COM/BILL	10/02/2019	40406723	4408	\$0.99	ICLOUD STORAGE PLAN
JOSEPH NEBEL	COMCAST CHICAGO	09/15/2019	40406724	4501	\$106.85	BUSINESS INTERNET-XIAO
JOSEPH NEBEL	IL TOLLWAY-AUTOREPLENI	09/05/2019	40406722	4301	\$40.00	REPLENISH IPASS
JOSEPH NEBEL	IL TOLLWAY-AUTOREPLENI	09/09/2019	40406722	4301	\$40.00	REPLENISH IPASS
JOSEPH NEBEL	LOT X CAR RENTAL	09/12/2019	01401222	4301	\$119.00	PWX CONFER AIRPORT PARKG
KELLY KERR	AMAZON.COM*CI2K21613	09/23/2019	01404424	4510	\$122.59	ERGONOMIC OFFICE CHAIR
KELLY KERR	APL*ITUNES.COM/BILL	10/02/2019	40406723	4408	\$0.99	ICLOUD MTHLY STORAGE PLAN
KELLY KERR	DUNGAREES LLC	09/26/2019	01404122	4304	\$2,409.70	CBA-UNIFORM ITEMS
KELLY KERR	EB 2019 DUPAGE COUNTY	09/17/2019	01404122	4301	\$25.00	DRSCW WRKSHOP-MARCELO
KELLY KERR	ILLINOIS AWWA	09/18/2019	40406722	4301	\$360.00	2019 ANNUAL REG UPDATE
KELLY KERR	INT*IN *NORTHERN ILLIN	09/11/2019	40406722	4301	\$120.00	CLASS-CONNELLY
KELLY KERR	ROSE PARTY RENTAL	10/01/2019	01101624	4545	\$554.50	BANQUET TABLES/CHAIRS
KEVIN D KRAMER	AMZN MKTP US*TS94Y8TR3	09/25/2019	01505923	4414	\$35.21	BOOK-RETROFITTING SUBURBIA
KEVIN D KRAMER	PARKWHIZ, INC.	10/02/2019	01505922	4301	\$59.00	ICSC PARKING-KEVIN
KEVIN D KRAMER	PARKWHIZ, INC.	10/02/2019	01505922	4301	\$32.00	ICSC PARKING-MARK
KEVIN D KRAMER	WWW.1AND1.COM	09/09/2019	01605824	4575	\$119.88	YEARLY-ARTS COMM WEBSITE
KEVIN D KRAMER	WWW.1AND1.COM	09/21/2019	01605824	4575	\$10.00	MTHLY-ARTS COMM WEBSITE
MARK A KOPLIN	HILTON HOTELS	09/26/2019	01501222	4301	\$16.00	PARKING-APA IL STATE CONFR
MARK A KOPLIN	HILTON HOTELS	09/27/2019	01501222	4301	\$16.00	PARKING-APA IL STATE CONFR
MARK A KOPLIN	HUNAN BEIJING	09/09/2019	01501222	4301	\$46.45	LUNCH-PRAIRIE STONE TMA
MARK A KOPLIN	JIMMY JOHNS - 650	09/06/2019	01605824	5502	\$17.24	SANDWICHES-PLATZKONZERT
MARK A KOPLIN	JIMMY JOHNS - 650	09/06/2019	01605824	5502	\$3.92	SANDWICHES-PLATZKONZERT
MARK A KOPLIN	PAYPAL *APAIL	09/20/2019	01501222	4301	\$275.00	APA-IL STATE CONFR
MARK A KOPLIN	VENTRA WEBSITE	09/20/2019	01505222	4301	\$5.00	PARKING-PACE MTG
MARK A KOPLIN	VENTRA WEBSITE	09/27/2019	01505222	4301	\$20.00	PARKING-PACE MTG
MONICA SAAVEDRA	HOBBY-LOBBY #0177	09/11/2019	01556524	4564	\$20.78	BENEFITS OF WELLNESS
MONICA SAAVEDRA	INT*IN *CONTROL SOLUTI	09/25/2019	01556523	4413	\$276.00	VACCINE DATA LOGGER
MONICA SAAVEDRA	MORETTIS RISTORANTE HO	09/18/2019	01605824	4559	\$707.75	SENIOR COMM LUNCH
MONICA SAAVEDRA	OTC BRANDS, INC.	09/11/2019	01556523	4402	\$50.37	STICKERS/TATTOOS-OPEN HOU
MONICA SAAVEDRA	VALLI PRODUCE OF HOFFM	09/17/2019	01605824	4559	\$120.00	SENIOR COMM LUNCH
PATRICK FORTUNATO	FACEBK *FKBGZNEUQ2	09/30/2019	01303023	4414	\$74.89	OPEN HOUSE MARKETING
PATRICK FORTUNATO	GFS STORE #0204	09/07/2019	01303023	4414	\$40.99	OPEN HOUSE SUPPLIES
PATRICK FORTUNATO	TAP PUBLISHING COMPANY	09/16/2019	01303124	4510.15	\$89.95	WEATHER RADAR SUBSCRIP
PATRICK J SEGER	BHN*GIFTCARDS	10/01/2019	01101623	4405	\$220.00	2-ANNIVERSARY GC
PATRICK J SEGER	CABELA'S PROMOTIONS	09/10/2019	01101623	4405	\$112.50	ANNV GC-PETZ
PATRICK J SEGER	CABELA'S PROMOTIONS	09/24/2019	01101623	4405	\$54.00	3-ANNIVERSARY GC
PATRICK J SEGER	CABELA'S PROMOTIONS	09/26/2019	01101623	4405	\$180.00	RETIRE GC-ZYBERT
PATRICK J SEGER	CABELA'S PROMOTIONS	10/02/2019	01101623	4405	\$18.00	ANNV GC-LICHTENBERG
PATRICK J SEGER	CHIPOTLE 1169	09/18/2019	01101623	4405	\$20.00	ANNV GC-GARCIA
PATRICK J SEGER	ID ENHANCEMENTS, INC.	09/06/2019	01101623	4414	\$66.36	ID PVC CARDS

Account Name	Merchant Name	Transaction Date	Accounting Code	Accounting Code	Transaction Amount	Expense Description
PATRICK J SEGER	JEWEL-OSCO	09/04/2019	01101623	4405	\$59.99	ANNV CAKE-GOLBECK
PATRICK J SEGER	JEWEL-OSCO	09/05/2019	01101623	4405	\$32.99	ANNV FRUIT TRAY-GRANGER
PATRICK J SEGER	JEWEL-OSCO	09/30/2019	01101624	4568	\$39.96	TEAM BLDG TRAIING REFRESH
PATRICK J SEGER	JEWEL-OSCO	10/02/2019	01101623	4405	\$48.99	RETIRE CAKE-ZYBURT
PATRICK J SEGER	KYOTO JAPANESE STEAK A	09/18/2019	01101623	4405	\$125.00	ANNV GC-WONDOLKOWSKI
PATRICK J SEGER	MORETTIS RISTORANTE HO	10/01/2019	01101624	4568	\$649.24	TEAM BLDG LUNCH
PATRICK J SEGER	NEPELRA	09/10/2019	01101622	4301	\$750.00	TRAINING CONFERENCE
PATRICK J SEGER	PANERA BREAD #204022	09/25/2019	01101623	4405	\$45.98	ANNIV BAGELS-WHITTLE
PATRICK J SEGER	PANERA BREAD #600969	09/05/2019	01101623	4405	\$14.30	ANNV BAGELS-GRANGER
PATRICK J SEGER	PANERA BREAD #608013	09/09/2019	01101623	4405	\$42.91	ANNV BAGELS-KRUSCHEL
PATRICK J SEGER	PANERA BREAD #608013	10/01/2019	01101624	4568	\$57.22	TEAM BLDG TRAIING REFRESH
PATRICK J SEGER	PANERA BREAD #608013	10/02/2019	01101623	4405	\$42.91	ANNV BAGELS-WONDOLKOWSKI
PATRICK J SEGER	PERSONALIZATION MALL	09/25/2019	01101623	4405	\$52.38	RETIRE CLOCK-ZYBERT
PATRICK J SEGER	POSTERMYWALL DOWNLOAD	09/20/2019	01101624	4564	\$7.99	WELLNESS FAIR BANNER
PATRICK J SEGER	ROOKIES BAR AND GRILL	09/30/2019	01101623	4405	\$20.00	ANNIV GC-PARKS
PATRICK J SEGER	TARGET.COM *	09/10/2019	01101623	4405	\$200.00	ANNV GC-WHITTLE
PAUL W PETRENKO	ADVANCEMENT INTERNATIO	09/24/2019	41000024	4507	\$150.82	BARREL LUG SCREWS
PAUL W PETRENKO	AMZN MKTP US	10/03/2019	01404424	4510	-\$1.82	SALES TAX CREDIT
PAUL W PETRENKO	AMZN MKTP US*CY7116WU3	10/02/2019	01404424	4510	\$31.05	CABLE MATTERS VGA
PAUL W PETRENKO	AMZN MKTP US*N77ZJ1LR3	09/25/2019	01404424	4510	\$13.94	DVI-D TO VGA ADAPTER
PAUL W PETRENKO	AMZN MKTP US*Y11EW09C3	09/25/2019	01404424	4510	\$13.98	HDMI TO VGA ADAPTER
PAUL W PETRENKO	BREAKERHUNT	09/25/2019	41000024	4507	\$1,910.00	HMDL 37800
PAUL W PETRENKO	PARTS TOWN	09/26/2019	01404424	4510	\$294.88	TIMING DEVICE
PAUL W PETRENKO	PARTSELECT.COM	09/27/2019	01404424	4510	\$88.68	START DEVICE/RUN CAPACITOR
PAUL W PETRENKO	RESA POWER LLC	09/27/2019	41000024	4507	\$597.00	PANELBOARD CONNECTOR KIT
PAUL W PETRENKO	RESA POWER LLC	09/30/2019	41000024	4507	\$452.00	MOUNTING HARDWARE KITS
PAUL W PETRENKO	SP * KNOMO US	09/23/2019	01404424	4510	\$314.10	LAPTOP BRIEFCASE
PAUL W PETRENKO	SPOT LIGHTING SUPPL SP	09/24/2019	01404424	4517	-\$45.89	CHARGE CREDIT
PETER GUGLIOTTA	ILLINOIS ENVIRONMENTAL	09/21/2019	01505122	4301	\$150.00	IEHA ANN CONFR-DAVID
PETER GUGLIOTTA	INT'L CODE COUNCIL INC	09/13/2019	01505122	4303	\$115.00	ICC CERTIF RENEWAL-KATHLEEN
PETER GUGLIOTTA	NATIONAL ENVIRONMENTAL	09/19/2019	01505122	4303	\$130.00	NEHA-FOOD SAFETY CERTIF
PETER GUGLIOTTA	PAYPAL *APAIL	09/06/2019	01505022	4301	\$275.00	IL-APA STATE CONFR-PARTH
PETER GUGLIOTTA	PAYPAL *APAIL	09/19/2019	01505022	4301	\$175.00	IL-APA STATE CONFR-PETE
RACHEL E MUSIALA	MARRIOTT HOTEL & CONFE	09/11/2019	01101422	4301	\$448.80	IGFOA CONFERENCE
RACHEL E MUSIALA	TARGET 00021220	09/06/2019	01605824	5502	\$4.69	JUICE-PLATZKONZERT
RACHEL E MUSIALA	USPS PO 1670640195	09/18/2019	01101423	4401	\$66.60	INTERNATIONAL MAILING
RACHEL E MUSIALA	WCI*GROOT EAST	09/16/2019	09000024	4542	\$98,000.00	VLG REFUSE SERVICE
RACHEL E MUSIALA	WCI*GROOT EAST	09/16/2019	09000024	4542	\$98,664.32	VLG REFUSE SERVICE
RICHARD D ENGLUND	AMZN MKTP US*TJ1EQ54I3	09/17/2019	01303124	4510.15	\$59.13	MOPHIE FORCE DESK MOUNT
RICHARD D ENGLUND	AMZN MKTP US*Z28VA2WJ3	09/19/2019	01303124	4510.15	\$114.12	MOPHIE CHR9 CASES
RICHARD D ENGLUND	INT*IN *ACCESS TOOLS	09/18/2019	37000025	4612	\$16.95	JACK SET-EMERG RESPONSE KIT
RICHARD D ENGLUND	INT*IN *ACCESS TOOLS	09/18/2019	37000025	4612	\$149.95	JACK SET-EMERG RESPONSE KIT
RICHARD D ENGLUND	IPOINT	09/17/2019	37000025	4603	\$249.00	NEW B/C CAR
RICHARD D ENGLUND	IPOINT	09/17/2019	37000025	4612	\$249.00	NEW RESCUE SQUAD

VILLAGE OF HOFFMAN ESTATES
 Monthly Credit Card Activity

From: 09/06/2019

To: 10/5/2019

Account Name	Merchant Name	Transaction Date	Accounting Code	Accounting Code	Transaction Amount	Expense Description
RICHARD D ENGLUND	ZAGG INC	09/19/2019	01303124	4510.15	\$0.01	MOPHIE WARRANTY CHRG
RICHARD D ENGLUND	ZAGG INC	09/19/2019	01303124	4510.15	\$0.01	MOPHIE WARRANTY CHRG
RICHARD D ENGLUND	ZAGG INC	09/20/2019	01303124	4510.15	\$0.01	MOPHIE WARRANTY CHRG
SUZANNE E OSTROVSKY	ILLINOIS CITY COUNTY M	09/17/2019	01102522	4301	\$40.00	REG-PROFESSIONAL DEVELOP
SUZANNE E OSTROVSKY	MARIANOS #506	09/23/2019	01605824	4578	\$12.26	REFRESH-COMM PRIDE
SUZANNE E OSTROVSKY	UNITED 01615344082892	09/12/2019	01102522	4301	\$15.00	ICMA-SEAT CHARGE
SUZANNE E OSTROVSKY	UNITED 01624723172741	09/12/2019	01102522	4301	\$276.60	ICMA FLIGHT CHRG
TED BOS	AMZN MKTP US*NX5ER90B3	10/03/2019	01202123	4414	\$15.29	SC CARD READER-ET SUPPLIES
THOMAS MACKIE	SPEEDWAY 05379 3812 EA	09/05/2019	014303122	4301.19	\$59.00	FUEL-SPRINGFIELD IEMA SUMMIT
WILLIAM D MCLEOD	THE ASSEMBLY AMERICAN	09/17/2019	01101122	4301	\$43.03	VLG DISCUSSION MTG
WILLIAM D MCLEOD	VERIZON WIRELESS	09/09/2019	01101123	4402	\$21.99	SUPPLIES
WILLIAM D MCLEOD	VERIZON WIRELESS	09/18/2019	01101123	4402	\$44.00	SUPPLIES
Total					\$240,341.50	

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING SECTION 5-5-7, SWORN PERSONNEL,
HOFFMAN ESTATES POLICE DEPARTMENT,
OF THE HOFFMAN ESTATES MUNICIPAL CODE

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

Section 1: That Section 5-5-7, SWORN PERSONNEL, of the Hoffman Estates Municipal Code be amended to read as follows:

Section 5-5-7. SWORN PERSONNEL

The sworn personnel of the Police Department shall consist of one (1) Chief of Police; two (2) Assistant Chiefs of Police; three (3) Lieutenants; 12 Sergeants and 74 Patrol Officers.

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

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

PASSED THIS _____ day of _____, 2019

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 _____, 2019

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2019.

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING SECTION 5-6-9, PERSONNEL,
HOFFMAN ESTATES FIRE DEPARTMENT,
OF THE HOFFMAN ESTATES MUNICIPAL CODE

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

Section 1: That Section 5-6-9, PERSONNEL, of the Hoffman Estates Municipal Code be amended to read as follows:

Section 5-6-9. SWORN PERSONNEL

A. The Fire Department shall consist of the following full-time sworn personnel; one (1) Fire Chief; two (2) Deputy Fire Chiefs; four (4) Battalion Chiefs; three (3) Captains; twelve (12) Lieutenants; and seventy-six (76) Firefighters.

B. The Village Manager shall have the authority to increase the number of full-time sworn firefighters upon a finding that one or more of the full-time sworn firefighters is inactive under the Public Employee Disability Act and is not likely to return to active service or is inactive pending an announced retirement date. Such increase shall be limited in duration to the time the full-time sworn firefighter is or the full-time sworn firefighters are inactive under the Public Employee Disability Act or pending an announced retirement date.

C. The Fire Chief shall have the authority to determine service levels on a day-to-day basis.

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

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

PASSED THIS _____ day of _____, 2019

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 _____, 2019

Village President

ATTEST:

Village Clerk
Published in pamphlet form this _____ day of _____, 2019.

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE AMENDING SECTION 12-4-2,
RATES FOR WATER AND SEWER SERVICE,
OF THE HOFFMAN ESTATES MUNICIPAL CODE**

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

Section 1: That sub-section A of Section 12-4-2, Rates for Water and Sewer Service, of the Hoffman Estates Municipal Code, be and is hereby amended to read as follows:

Section 12-4-2. RATES FOR WATER AND SEWER SERVICE

A. There shall be and there are hereby established rates or charges for the use of and for the water service supplied by the system of the Village of Hoffman Estates within the Village limits and for the sewer service supplied by the Village of Hoffman Estates based upon the base rate and the amount of water consumption billed, as shown on the water meters:

BASE RATE SCHEDULE

Diameter of Water Service (inches)	Date effective from and after bills issued:				
	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024
5/8"	\$6.73	\$6.73	\$6.73	\$6.73	\$6.73
3/4"	\$7.08	\$7.08	\$7.08	\$7.08	\$7.08
1"	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50
1 1/2"	\$12.04	\$12.04	\$12.04	\$12.04	\$12.04
2"	\$16.29	\$16.29	\$16.29	\$16.29	\$16.29
3"	\$29.75	\$29.75	\$29.75	\$29.75	\$29.75
4"	\$47.45	\$47.45	\$47.45	\$47.45	\$47.45
6"	\$104.11	\$104.11	\$104.11	\$104.11	\$104.11
8"	\$182.02	\$182.02	\$182.02	\$182.02	\$182.02
10"	\$274.10	\$274.10	\$274.10	\$274.10	\$274.10
12"	\$419.29	\$419.29	\$419.29	\$419.29	\$419.29

WATER AND SEWER CONSUMPTION SCHEDULE

	<u>Water Rate Charge</u>	<u>Sewer Rate Charge</u>	<u>Combined Rate Charge</u>
<u>Residential Users, Monthly Billing:</u>			
Water usage per 1000 gallons (from and after bills issued January 1, 2020)	\$10.94	\$1.57	\$12.51
Water usage per 1,000 gallons (from and after bills issued January 1, 2021)	\$11.35	\$1.63	\$12.98
Water usage per 1,000 gallons (from and after bills issued January 1, 2022)	\$11.78	\$1.69	\$13.47
Water usage per 1,000 gallons (from and after bills issued January 1, 2023)	\$12.25	\$1.76	\$14.01
Water usage per 1,000 gallons (from and after bills issued January 1, 2024)	\$12.74	\$1.83	\$14.57

Commercial/Industrial - Apartment - Institutional/Governmental Users
Monthly Billings:

Water usage per 1000 gallons (from and after bills issued January 1, 2020)	\$10.94	\$1.57	\$12.51
Water usage per 1,000 gallons (from and after bills issued January 1, 2021)	\$11.35	\$1.63	\$12.98
Water usage per 1,000 gallons (from and after bills issued January 1, 2022)	\$11.78	\$1.69	\$13.47
Water usage per 1,000 gallons (from and after bills issued January 1, 2023)	\$12.25	\$1.76	\$14.01
Water usage per 1,000 gallons (from and after bills issued January 1, 2024)	\$12.74	\$1.83	\$14.57

Food Processor Surcharge Thirty percent (30%) over and above computed usage billing due to additional sewer maintenance required because of wastewater characteristics.

Cross Connection Program Fee \$3.50 per month

When several non-residential units, each with water usage of less than fifteen thousand (15,000) gallons per month, are included in one building under single ownership, they may, at the Director of Public Works' option, be served by a single service and a single meter and will then be billed to a single address. In such cases, the minimum charges and the quantities of water at each rate shall be multiplied by the number of non-residential units being served by that service.

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

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

PASSED THIS _____ day of _____, 2019

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 _____, 2019

Village President

ATTEST:

Village Clerk
Published in pamphlet form this _____ day of _____, 2019.



HOFFMAN ESTATES

GROWING TO GREATNESS

October 4, 2019

To: Mayor and Board of Trustees

TREASURER'S REPORT

September 2019

Attached hereto is the Treasurer's Report for the month of September, 2019, summarizing total cash receipts and disbursements for the various funds of the Village.

For the Operating funds, cash disbursements and transfers-out exceeded cash receipts and transfers-in by \$351,944, primarily due to general operating expenses. After including these receipts and disbursements, the balance of cash and investments for the operating funds is \$51.6 million.

For the Operating, Debt Service and Capital Projects funds, cash receipts and transfers-in exceeded cash disbursements and transfers-out by \$47,817, primarily due to monthly operating transfers.

For the Trust Funds, cash disbursements and transfers-out exceeded cash receipts and transfers-in by \$970,721, primarily due to pension fund investment activity.

The total for cash and investments for all funds decreased to \$251.2 million.

Respectfully Submitted,

Stan W. Helgerson
Village Treasurer

Attachment

TREASURER'S REPORT
FOR THE MONTH ENDING September 30, 2019

Fund	Beginning Balance	Receipts/ Transfers - In	Disbursements/ Transfers - Out	Amount in Cash	Amount Invested	Ending Balance
Operating Funds						
General (incl. Veterans' Mem)	\$ 29,908,024	\$ 3,252,076	\$ 3,964,111	\$ 607,444	\$ 28,588,545	\$ 29,195,989
Payroll Account	-	2,510,624	2,510,624	-	-	-
Petty Cash	2,100	-	-	2,100	-	2,100
Foreign Fire Ins. Board	129,892	-	-	129,892	-	129,892
Cash, Village Foundation	13,176	300	-	13,476	-	13,476
Cash, Fire Protection District	64,828	133	-	64,962	-	64,962
Motor Fuel Tax	64,002	172,724	121,358	5,075	110,293	115,368
Comm. Dev. Block Grant	1	-	-	1	-	1
Asset Seizure - Federal	767,439	1,770	17,296	747,590	4,324	751,914
Asset Seizure - State	337,645	298	-	282,567	55,376	337,943
Asset Seizure - Battle	152	-	-	-	152	152
Asset Seizure - U.S. Marshall	7,777	6	-	7,782	-	7,782
Municipal Waste System	651,610	339,776	294,973	688,539	7,873	696,413
Roselle Road TIF	949,983	523	1,750	826,982	121,774	948,756
Higgins/Hassell TIF	377,044	175	-	377,219	-	377,219
Barrington/Higgins TIF	505,146	495	-	293,494	212,146	505,641
Water & Sewer	10,747,243	2,010,739	1,520,194	2,522,405	8,715,383	11,237,788
Sears Centre Operating	3,869,537	463,980	688,369	3,198,696	446,451	3,645,148
Insurance	2,613,304	104,873	191,893	189,229	2,337,055	2,526,284
Information Systems	936,379	163,379	63,255	358,957	677,546	1,036,503
Total Operating Funds	\$ 51,949,598	\$ 9,021,879	\$ 9,373,823	\$ 10,316,411	\$ 41,276,919	\$ 51,597,655
Debt Service						
2015 A & C G.O. Debt Serv.	\$ 607,346	\$ 600,951	\$ -	\$ 901,768	\$ 306,529	\$ 1,208,297
2016 G.O. Debt Serv.	250,098	206	-	250,303	-	250,303
2018 G.O. Debt Serv.	1,069,035	12,844	-	1,081,879	-	1,081,879
Total Debt Service Funds	\$ 1,926,479	\$ 614,000	\$ -	\$ 2,233,950	\$ 306,529	\$ 2,540,480
Capital Projects Funds						
Central Road Imp.	\$ 51,847	\$ 38	\$ -	\$ 38,450	\$ 13,435	\$ 51,885
Hoffman Blvd Bridge Maintenance	266,300	28	-	1,336	264,992	266,328
Western Corridor	3,692,926	14,066	4,583	81,684	3,620,725	3,702,409
Traffic Improvement	15,652	-	-	15,652	-	15,652
Prairie Stone Capital	2,268,391	7,387	1,667	970,867	1,303,245	2,274,112
Road Improvements	4,632,897	493,873	570,030	762,806	3,793,934	4,556,740
Central Area Road Impact Fee	126,417	59	-	126,475	-	126,475
Western Area Traff. Impr.	26,494	12	-	26,507	-	26,507
West Area Rd Impr. Impact Fee	55,418	26	-	55,444	-	55,444
Capital Improvements	583,306	63,904	134,917	264,135	248,158	512,293
Capital Vehicle & Equipment	893,057	107,034	58,495	847,622	93,974	941,596
Capital Replacement	430,933	402	25,000	76,676	329,659	406,335
Stormwater Management	346,275	52,624	159,001	239,899	-	239,899
Total Capital Proj. Funds	\$ 13,389,914	\$ 739,452	\$ 953,693	\$ 3,507,553	\$ 9,668,121	\$ 13,175,674
Total Operating, Debt Service and Capital Project Funds	\$ 67,265,991	\$ 10,375,332	\$ 10,327,515	\$ 16,057,914	\$ 51,251,570	\$ 67,313,808
Trust Funds						
Police Pension (August)	\$ 77,292,692	\$ (473,083)	\$ 552,060	\$ 9,879	\$ 76,257,671	\$ 76,267,550
Firefighters Pension (August)	88,894,178	646,386	498,370	69,196	88,972,998	89,042,194
EDA Spec. Tax Alloc.	18,659,405	28,254	121,849	857,120	17,708,690	18,565,809
Total Trust Funds	\$ 184,846,275	\$ 201,558	\$ 1,172,279	\$ 936,195	\$ 182,939,359	\$ 183,875,554
GRAND TOTAL	\$ 252,112,266	\$ 10,576,889	\$ 11,499,784	\$ 16,994,109	\$ 234,190,929	\$ 251,189,362

**AGENDA
FINANCE COMMITTEE
Village of Hoffman Estates
November 25, 2019**

Draft

7:00 p.m. – Board Room

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

- I. Roll Call**
- II. Approval of Minutes – October 28, 2019
November 14, 2019 (Special)**

REPORTS (INFORMATION ONLY)

- 1. Finance Department Monthly Report.
- 2. Information System Department Monthly Report.
- 3. Sears Centre Monthly Report.

- III. President's Report**
- IV. Other**
- V. Items in Review**
- VI. Adjournment**

Further details and information can be found in the agenda packet attached hereto and incorporated herein and can also be viewed online at www.hoffmanestates.org and/or in person in the Village Clerk's office.

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

AGENDA
PUBLIC HEALTH AND SAFETY COMMITTEE
Village of Hoffman Estates
November 25, 2019

Immediately Following Public Works & Utilities Committee

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

- I. Roll Call**
- II. Approval of Minutes – October 28, 2019**

NEW BUSINESS

- 1. Request approval of a mutual aid agreement between the Village of Hoffman Estates and other MABAS communities for emergency medical and transportation services.

REPORTS (INFORMATION ONLY)

- 1. Police Department Monthly Report.
- 2. Health & Human Services Monthly Report.
- 3. Emergency Management Coordinator Monthly Report.
- 4. Fire Department Monthly Report.

- III. President’s Report**
- IV. Other**
- V. Items in Review**
- VI. Adjournment**

(Further details and information can be found in the agenda packet attached hereto and incorporated herein and can also be viewed online at www.hoffmanestates.org and/or in person in the Village Clerk’s office).

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



VILLAGE OF HOFFMAN ESTATES
PLANNING AND ZONING COMMISSION
FINDING OF FACT

PROJECT NO.: 2019058P

VILLAGE BOARD MEETING DATE: NOVEMBER 18, 2019

PETITIONER(S): BRIGHT HOPE INTERNATIONAL (OWNER) & ASH, ANOS, FREEDMAN & LOGAN LLC (APPLICANT)

PROJECT ADDRESS: 2070 N STONINGTON AVE ZONING DISTRICT: M1, MANUFACTURING

REQUEST: SPECIAL USE FOR INDOOR SPORTS TRAINING FACILITY

Does the Planning and Zoning Commission find that this request meets the Standards for a Special Use (Section 9-1-18)? YES NO

Recommendation: **APPROVAL**

Vote: 10 AYES, 0 NAYS, 1 ABSENT

PZC MEETING DATE: NOVEMBER 06, 2019

STAFF ASSIGNED: **PARTH JOSHI**

MOTION #1

Request by Bright Hope International (owner) and Ash, Anos, Freedman & Logan LLC (applicant) to consider a Special use approval under zoning code section 9-9-1-C-2-I for an indoor sports training facility on the property located at 2070 Stonington Ave. The following conditions shall apply:

1. The approval of the Special Use shall be based on the application materials submitted by the petitioner for this request which includes training for youth only and is permitted only within the proposed space.
2. Formalized outdoor activities located on the property shall be prohibited.

MOTION #

Request by Bright Hope International (owner) and Ash, Anos, Freedman & Logan LLC (applicant) to consider an amendment to Special Use Ordinance 4627-2018 under zoning code section 9-9-1-C-2-I on the property located at 2060-2080 Stonington Avenue. The following conditions shall apply:

1. The Special Use is granted based on the condition that the property owner shall comply with all building code requirements necessary to convert the existing warehouse building into an assembly use building.

The following conditions pertain to the ongoing operations:

2. This approval is granted based on the petitioner's application materials submitted with this request and materials submitted for the previously approved Special Use ordinance 4499-2015. Any proposed changes to the building or property that substantially differ from these application materials will require prior Village approval and may require a formal amendment to the approved Special Use and Site Plan Amendment, as determined by the Village. Such changes include, but

are not limited to, use of the assembly space beyond the extent indicated in the petitioner's application. Activities in the building that exceed the Special Use approval without prior Village approval will result in further action by the Village, which may include revocation of the Special Use granted with this request.

3. Parking shall occur only in legally marked parking spaces or at legal on-street locations. The property owner shall monitor the parking to ensure that illegal parking does not occur. Failure to properly manage the parking will result in further action by the Village, which may include revocation of the Special Use granted with this request.
4. Due to this property's heavy dependence on public street parking, the Village shall reserve the right to require that parking boxes be striped on Stonington Avenue, the full cost for which shall be paid by the property owner.
5. The Village shall reserve the right if it is deemed necessary by the Village to require the property owner to conduct parking counts to be submitted to the Village for review.
6. The property owner shall coordinate the interior programming of the building to ensure that parking demand is minimized and that Bright Hope office and warehouse activities are limited when an event is held concurrently in the assembly space by another user.
7. The property owner shall obtain prior permission from the respective property owners for any off-site parking that occurs at private parking lots in the vicinity.
8. Parking disputes between the subject property owner (Bright Hope International) and other property owners shall be the responsibility of the property owner to resolve.
9. The maximum occupancy of the assembly space shall be limited to no more than 225 persons based on the available parking on-site, on-street, and through permission granted by other property owners near the site. Failure to abide by the occupancy requirement shall result in further action by the Village, which may include revocation of the Special Use granted with this request. At such time as the Special Use is amended, the Village may consider a higher maximum occupancy for the assembly space.
10. All conditions previously approved under Ordinance 3150-2000 pertaining to the retail sales use in the building for Bright Hope International in the 2060 Stonington Avenue space shall remain in effect.

FINDING

The Planning & Zoning Commission heard from the owner's legal representative, Lawrence Freedman and Josh Teschner (tenant). Mr. Freedman provided a brief overview and history of the site while Mr. Teschner described the daily operations of the indoor sports facility, which is looking to operate in the existing vacant 2070 Stonington Ave space. The site will serve as a practice facility to kids for various sports including softball, baseball, and speed training. The program is non for profit and is free to kids for sports development and training. The program demands scheduled group training classes which primarily will consist 2-3 teams with 5-7 kids on each team. Mr. Teschner stated coaches are present on site during all training.

The Commission found that the Bright Hope building received previous approvals to operate an assembly space at the site, and while there were anticipations in membership of Church (Waterfront Community Church) to grow in the meantime, the site would have gone through a parking lot expansion project had that happened. However, the Church has not seen a growth in their patrons, hence the expansion will no longer be pursued by the current owner.

Furthermore, the Commission found that the proposed sports indoor training facility will be operating after office hours so other office tenants will not be disturbed in regards to parking. Also the program functions as a drop off only for kids so parents or other non-coaching adults are not encouraged to stay at the facility, hence parking demand and traffic flow is expected to remain the same with a slight increase.

One commissioner asked a question in regards to what would happen if the church membership grew in the future. Staff noted the original assembly space approval includes several conditions in regards to an expansion and/or increase in parking, which would be subject to a further review by the Village.

Other commissioners had questions about where kids would be dropped off on site, signage, and if any complaints were received from neighboring properties in regards to the special use request. Staff and the petitioner answered these questions to the Commission's satisfaction.

Per Section 9-1-18-I of the Zoning Code (Standards for a Special Use): "No special use shall be recommended by the Planning and Zoning Commission unless said Planning and Zoning Commission shall find:

1. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
2. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
4. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided;
5. That adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in public streets; and
6. That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except in each instance as such regulations may be modified by the Village Board pursuant to the recommendation of the Planning and Zoning Commission.

The Commission considered the Standards for a Special Use and felt that the proposed indoor sports training facility use met the standards. By a vote of 10-0, the Commission unanimously recommended approval of the request.

AUDIENCE COMMENTS

None.

PLANNING AND ZONING COMMISSIONERS

Chairperson Eva Combs	Myrene Iozzo
Vice-Chairman Greg Ring	Tom Burnitz
Adam Bauske	Nancy Trieb
Sohita Patel	Minerva Milford
Lon Harner	Denise Wilson
Lenard Henderson	

ROLL CALL VOTE

10 Ayes
0 Nays
1 Absent (Iozzo)

MOTION PASSED

The following attachments are hereby incorporated as part of this Finding of Fact:

Staff Report
Petitioner Application & Submittals
Legal Notice & Location Map
Staff Exhibit – Aerial Photo



VILLAGE OF HOFFMAN ESTATES PLANNING AND ZONING COMMISSION STAFF REPORT

PROJECT NO.: 2019058P

PROJECT NAME: BRIGHT HOPE TRAINING FACILITY

PROJECT ADDRESS/LOCATION: 2070 STONINGTON AVENUE

PUBLIC HEARING YES NO

REZONING MASTER SIGN PLAN SPECIAL USE AMENDMENT VARIATION

SITE PLAN AMENDMENT PLAT

MEETING DATE: NOVEMBER 06, 2019

STAFF ASSIGNED: PARTH JOSHI

REQUESTED MOTIONS

1. Request by Bright Hope International (owner) and Ash, Anos, Freedman & Logan LLC (applicant) to consider a Special use approval under zoning code section 9-9-1-C-2-1 for an indoor sports training facility on the property located at 2070 Stonington Ave.
2. Request by Bright Hope International (owner) and Ash, Anos, Freedman & Logan LLC (applicant) to consider an amendment to Special Use Ordinance 4627-2018 under zoning code section 9-9-1-C-2-1 on the property located at 2060-2080 Stonington Avenue.

INCLUDES RECOMMENDED CONDITIONS YES NO

ACRES: 2.4 (APPROXIMATE)

ZONING DISTRICT: M-1, MANUFACTURING DISTRICT

ADJACENT	NORTH: MULTI-TENANT BUILDING, M-1	SOUTH: NORTHWEST CORPORATE CENTER, B-2
PROPERTIES:	EAST: ANALYSTS, INC., M-1	WEST: RED ROOF INN, B-2

BACKGROUND

Bright Hope International (herein referred to as Bright Hope) is the current owner of the subject property. Bright Hope is a nonprofit organization that works to combat poverty, respond to humanitarian crises and disasters, provide medical assistance, and to open churches in extremely poor communities throughout the world. The Bright Hope building is 37,500 square feet and includes offices and areas occasionally used for packaging food and materials into shipping containers that are then sent overseas. The 2060 Stonington Avenue space includes primarily offices, the 2070 Stonington Avenue space includes a high-ceilinged warehouse area, which is currently vacant and the 2080 space is an assembly space that received special use approval in 2015.

PROPOSAL

Proposed Sports Training Facility

The petitioner is requesting to allow their perspective tenant, who is currently doing business as a joint venture; Northwest Travelers Baseball Organization (NWT) and Rampage Rage Softball Baseball Association (RRSBA) to lease the approximately 12,000 square foot unit at 2070 Stonington Ave. The petitioner is requesting the existing tenant space to be utilized for a youth practice and training center. The training facility will include indoor baseball, softball, and speed training to primarily serve the tenant's combined programs which mainly consist students from School District 54 and Township High School District 211.

As per the submitted project narrative, the training facility will have a maximum of 2-3 teams, along with coaches. Each team will include roughly about 5-7 kids. The practice functions as a drop off only for parents, hence non-coaching adults will be extremely limited inside the facility which will limit parking demand to roughly 10 spaces when operating. The proposed training hours are between 5:00 pm to 10:00 pm on weekdays, 8:00 am to 10:00 pm on Saturday's. The tenant is aware of the church operations and other tenants in the building, therefore hours of operation on Sunday's will be coordinated accordingly as to ensure no conflicts occur.

Proposed Bright Hope Amendment

Furthermore, the applicant is also requesting the provisions of Section 2(a), (b) and (c) of Ordinance #4627-2018 to be removed at this time due to the current occupants of the building have not expanded their programs. Bright hope originally had planned an expansion of the building hoping membership of the primary user of the assembly space, Waterfront Community Church would increase, however, that has not happened and the applicant does not anticipate it will happen in the future as well.

The conditions requested to be eliminated from ordinance #4627-2018 are listed below –

1. Section 2(a). Based on the phasing plan proposed by the petitioner, prior to December 31, 2019, as stated in condition #2, the petitioner shall submit a complete formal application to consider a Special Use Amendment and Site Plan Amendment specifically addressing the parking lot expansion to +/- 100 parking spaces on this site.
2. Section 2(b). In conjunction with the petitioner's subsequent phase of building and site improvements, the property owner shall submit for review all required plans and applications for the Special Use Amendment and Site Plan Amendment to renovate the building interior and to complete the parking lot expansion (shown in this submittal as a Preliminary Concept site plan) and related site improvements by December 31, 2019, to ensure that the parking lot expansion is completed by September 30, 2020. Additional deadlines will be provided at the time of the review of the phase two plans.
3. Section 2(c). If the parking supply for the building and its occupants is deemed to be inadequate by the Village, the Village may require that plans be submitted for the second phase of the project at any time during the interim period prior to December 31, 2019, to be initiated by a written notice

from the Village providing a new deadline to the property owner for phase two submittals. Failure to proceed with submittals within these deadlines will result in further Village action, which may include revocation of the Special Use granted with this request.

SPECIAL USE – ZONING CODE SECTION 9-9-1-C-2-L

The subject property is zoned M-1, Manufacturing District. An indoor training facility use is not a Permitted or listed Special Use in the M-1 District. The district includes an allowance under Section 9-9-1-C-2-L for “all other uses not heretofore cited” to be reviewed as a Special Use. The Special Use review should consider any potential impact of the proposed interior and exterior changes. Section 9-1-18-I of the Zoning Code (Standards for a Special Use) states: “No special use shall be recommended by the Planning and Zoning Commission unless said Planning and Zoning Commission shall find:

1. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
2. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
4. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided;
5. That adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in public streets; and
6. That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except in each instance as such regulations may be modified by the Village Board pursuant to the recommendation of the Planning and Zoning Commission.

STAFF SUMMARY

The primary concern with training clubs are often associated with higher parking demands and higher traffic volumes going to and from the site. The proposed business will have less traffic than a typical training club because it only serves kids who are dropped off and the parking demand would be adequately served by the overall shared parking supply at the site. The proposed training facility will conduct classes on a scheduling basis only with mainly drop-offs. Also, the hours of operations proposed by the training facility is opposite to the primary office tenants located in the building, which will lesson any parking shortage. Therefore staff does not anticipate the proposed use will have any consequences to the current site in terms of its functionality and will give Bright Hope a prospective tenant to lease and utilize the vacant space.

The parking lot includes 61 spaces including 6 handicapped parking spaces. The 2015 KLOA parking study and staff analysis concluded that in subsequent years the facility would increasingly rely on on-street parking as the church congregation grows or if the assembly space is ever used to its full capacity. However, at this time the Bright Hope offices are only lightly used during daytime and weekday hours and there are no other tenants in the building. The church has also not expanded its membership as originally anticipated and is below the assembly space’s approved capacity. The site is anticipated to continue being

utilized at similar levels in the interim until it is sold. No known issues or complaints have been received regarding the assembly use or on-street parking.

NOTIFICATION

Standard notification letters have been sent to surrounding properties within 300 feet and as of this writing no written comments have been received.

RECOMMENDED CONDITIONS

If the Planning & Zoning Commission finds that the standards for a special use have been met, staff recommends the following conditions:

Request by Bright Hope International (owner) and Ash, Anos, Freedman & Logan LLC (applicant) to consider a Special use approval under zoning code section 9-9-1-C-2-I for an indoor sports training facility on the property located at 2070 Stonington Ave.

1. The approval of the Special Use shall be based on the application materials submitted by the petitioner for this request which includes training for youth only and is permitted only within the proposed space.
2. Formalized outdoor activities located on the property shall be prohibited.

Request by Bright Hope International (owner) and Ash, Anos, Freedman & Logan LLC (applicant) to consider an amendment to Special Use Ordinance 4627-2018 under zoning code section 9-9-1-C-2-I on the property located at 2060-2080 Stonington Avenue.

1. The Special Use is granted based on the condition that the property owner shall comply with all building code requirements necessary to convert the existing warehouse building into an assembly use building.

The following conditions pertain to the ongoing operations:

2. This approval is granted based on the petitioner's application materials submitted with this request and materials submitted for the previously approved Special Use ordinance 4499-2015. Any proposed changes to the building or property that substantially differ from these application materials will require prior Village approval and may require a formal amendment to the approved Special Use and Site Plan Amendment, as determined by the Village. Such changes include, but are not limited to, use of the assembly space beyond the extent indicated in the petitioner's application. Activities in the building that exceed the Special Use approval without prior Village approval will result in further action by the Village, which may include revocation of the Special Use granted with this request.
3. Parking shall occur only in legally marked parking spaces or at legal on-street locations. The property owner shall monitor the parking to ensure that illegal parking does not occur. Failure to properly manage the parking will result in further action by the Village, which may include revocation of the Special Use granted with this request.

Meeting Date: November 06, 2019

4. Due to this property's heavy dependence on public street parking, the Village shall reserve the right to require that parking boxes be striped on Stonington Avenue, the full cost for which shall be paid by the property owner.
5. The Village shall reserve the right if it is deemed necessary by the Village to require the property owner to conduct parking counts to be submitted to the Village for review.
6. The property owner shall coordinate the interior programming of the building to ensure that parking demand is minimized and that Bright Hope office and warehouse activities are limited when an event is held concurrently in the assembly space by another user.
7. The property owner shall obtain prior permission from the respective property owners for any off-site parking that occurs at private parking lots in the vicinity.
8. Parking disputes between the subject property owner (Bright Hope International) and other property owners shall be the responsibility of the property owner to resolve.
9. The maximum occupancy of the assembly space shall be limited to no more than 225 persons based on the available parking on-site, on-street, and through permission granted by other property owners near the site. Failure to abide by the occupancy requirement shall result in further action by the Village, which may include revocation of the Special Use granted with this request. At such time as the Special Use is amended, the Village may consider a higher maximum occupancy for the assembly space.
10. All conditions previously approved under Ordinance 3150-2000 pertaining to the retail sales use in the building for Bright Hope International in the 2060 Stonington Avenue space shall remain in effect.

Attachments: Petitioner's Application and Submittals
 2018 Approval (Ordinance)
 Legal Notice & Location Map
 Staff Exhibit – Aerial Photo



VILLAGE OF HOFFMAN ESTATES PLANNING AND ZONING GENERAL APPLICATION*

AMENDMENT TO
 Special Use for Youth Training Facility Rezoning from _____ to _____

Variation: Commercial Residential Sign

Plat (Subdivision & Others): Preliminary Final

Site Plan: Amendment Concept Preliminary Final

Master Sign Plan: Amendment

Other: _____

*** ADDENDUM MATERIALS ARE REQUIRED FOR SPECIFIC REQUESTS**

Posting of Notification Sign(s) may be required.

Specific requirements will be provided when your request is scheduled.

FOR VILLAGE USE ONLY

Hearing Fee 500.00 Check No. 32684 Date Paid 10/15/19

Project Number: 2019058P

Staff Assigned: Joshi

Meeting Date: 11/06/19

Public Hearing: Yes No

Sign Posting Required: Yes No

Date Sign Posted 10/25/19

PLEASE PRINT OR TYPE

Date: October 15, 2019

Project Name: Bright Hope Center

Project Description: Youth Training Facility

Project Address/Location: 2060 Stonington Avenue

Property Index No. 02-19-119-050-0000

Acres: 2.4 Zoning District: M-1

I. Owner of Record

Bright Hope International, an Illinois not for profit corporation

Name		Company
2060 Stonington Avenue		Hoffman Estates
Street Address		City
IL	60169	224-520-6100
State	Zip Code	Telephone Number
224-513-4383		chdyer@brighthope.org
Fax Number		E-Mail Address

II. Applicant (Contact Person/Project Manager)

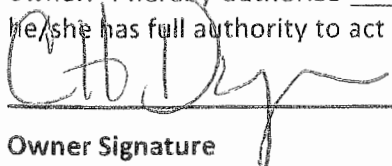
Lawrence M. Freedman		Ash, Anos, Freedman & Logan LLC
Name		Company
77 W. Washington St., #1211		Chicago
Street Address		City
IL	60602	312-346-1390
State	Zip Code	Telephone Number
312-346-7847		lmfreedman@aflaw.com
Fax Number		E-Mail Address

Applicant's relationship to property: attorney

III. Owner Consent for Authorized Representative

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

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


Owner Signature

C.H. Dyer, CEO/President
Print Name

IV. Acknowledgement(s)

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

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

Owner's Signature: 

Owner's Name (Please Print): C.H. Dyer, CEO/President

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

Applicant's Name (Please Print): _____

Date: October 15, 2019

All requests must be accompanied by the items required and all fees must be paid before the Planning and Zoning Commission can hear any case.

Please contact the Planning Division (located in the Municipal Building) with any questions:

Email: planning@hoffmanestates.org
Address: 1900 Hassell Road
Hoffman Estates, IL 60169
Phone: (847) 781-2660
Fax: (847) 781-2679

Addendums Attached:

- Special Use
- Rezoning
- Variation
- Plat
- Site Plan
- Master Sign Plan
- Other _____



VILLAGE OF HOFFMAN ESTATES PLANNING AND ZONING COMMISSION SPECIAL USE ADDENDUM

REQUIRED SUBMITTALS:

- General Application
- \$500 Special Use hearing fee/\$750 for "All Other Uses"
- Legal Description
Typically found on a tax bill, survey, mortgage documents or deed
- Current Plat of Survey drawn to scale
- A scale drawing of the floor plan and elevations, including windows and door locations.
- A Project Narrative detailing the use, hours of operation, parking demand, etc. Provide relevant plans, studies, and any other documents to support the request.
- A written response to each of the Standards for a Special Use (see below).

You are responsible for posting a notification sign(s) on your property 10 days before the Planning & Zoning Commission hearing and removing the sign(s) 10 days after final Village Board action. Specific requirements will be provided by Planning Staff.

No special use shall be recommended by the Planning and Zoning Commission unless said Commission finds that adequate evidence is provided to meet the Special Use Standards. (Respond to each standard as it applies to your request either below or address on a separate sheet)

1. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

The improvements for this project have been designed with a standard of care which would not be detrimental to or endanger the public health, safety, morals, comfort, and general welfare. The project as designed currently complies with life safety and code requirements, and the current site plan demonstrates a sufficient quantity of parking and vehicular ingress and egress for the site and its uses. The introduction of the additional requested special use will not require a modification to the site plan or a change in parking or vehicular ingress and egress in order to continue to meet this standard.

2. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

The surrounding properties are utilized for primarily business, hospitality, and industrial uses. The proposed amendment to the special use should not diminish or impair property values. Considering access, the quantity of parking spaces, and the vehicular ingress and egress to the property, the proposed amendment to the special use will have no negative impact on adjacent properties.

3. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;

Inasmuch as the surrounding properties are already developed, the proposed amendment to the special use will not impede the development any of the surrounding properties.

4. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided;

The existing building is already serviced by adequate utilities and access roads. Sufficient ingress and egress provisions exist on Stonington and Hassell Roads. The existing site plan provides for more than adequate drainage due to the existing basin at the south portion of the site.

5. That adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in public streets; and

As shown on the existing site plan, vehicular ingress and egress are located to minimize traffic congestion on the public streets.

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

The special use amendment, as proposed, will continue to allow the property to meet and conform to all of the applicable regulation of the district.



PROJECT NARRATIVE

Bright Hope International, the owner of the subject property, is requesting a Special Use Amendment to permit the premises to additionally be used as a youth training center.

The Northwest Travelers and Roselle Rage baseball programs propose to combine their operations to operate a training facility for local youth who enroll in their travel hardball programs.

They propose to utilize the subject property for indoor baseball, softball, and speed training to service the 24 teams in their combined programs which are made up primarily of District 54 and District 211 bound students.

At any given time, they anticipate there will be two or three teams in the facility, along with coaches. They do not anticipate that many parents or other non-coaching adults will be attending training sessions. They propose to offer training between 5:00 pm to 10:00 pm on weekdays, 8:00 a.m. to 10:00 p.m. on Saturdays, and on Sundays any operations will be coordinated with neighbors to ensure that there are no practices at the same time as any church services. They anticipate that their program will be in partnership with and will be coordinated with other occupants of the building.

Inasmuch as current occupants of the building have not expanded their programs beyond those which existed at the time of the enactment of the current special use ordinances, Applicant is requesting that the provisions of Section 2(a), (b), and (c) of Ordinance 4627-2018 be removed. Given the proposed hours of operations and number of participants anticipated be involved, Applicant submits that the current parking provided on property is adequate for the proposed additional use.

EXHIBIT "A"

LEGAL DESCRIPTION:

P.I.N. #02-19-119-050

Lot 10 in Barrington Industrial Center Unit 1 and also Lots 18 and 19 in Barrington Industrial Center Unit 2, both being a subdivision of parts of fractional Section 6, Township 41 North, Range 10, East of the Third Principal Meridian in Cook County, Illinois.

VILLAGE OF HOFFMAN ESTATES

COPY

**AN ORDINANCE GRANTING A
SPECIAL USE AMENDMENT TO
BRIGHT HOPE INTERNATIONAL (OWNER)
2060-2080 STONINGTON AVENUE, HOFFMAN ESTATES, ILLINOIS**

WHEREAS, the Planning and Zoning Commission, at a public hearing duly called and held according to law on December 20, 2017, considered the request by Bright Hope International (owner) of property shown on Exhibit "A" and attached hereto and made a part hereof, for a special use amendment under the Zoning Code to allow a multi-purpose assembly and office use on the property located at 2060-2080 Stonington Avenue; and

WHEREAS, the Planning and Zoning Commission made certain Finding of Fact attached hereto and made a part hereof as Exhibit "B" and recommended approval of a special use amendment to the Board of Trustees; and

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

WHEREAS, the proposed special use amendment has met the standards of Section 9-1-18-I of the Zoning Code of the Hoffman Estates Municipal Code.

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

Section 1: The Corporate Authorities hereby find that the facts and statements contained in the preamble of this Ordinance are true.

Section 2: A special use amendment authorized under Section 9-9-1-C-2-1 of the Zoning Code is hereby granted to Bright Hope International (owner) to allow a multi-purpose assembly and office use on the property located at 2060-2080 Stonington Avenue, subject to the following terms and conditions:

- a. Based on the phasing plan proposed by the petitioner, prior to December 31, 2019, as stated in condition #2, the petitioner shall submit a complete formal application to consider a Special Use Amendment and Site Plan Amendment specifically addressing the parking lot expansion to +/- 100 parking spaces on this site.
- b. In conjunction with the petitioner's subsequent phase of building and site improvements, the property owner shall submit for review all required plans and applications for the Special Use Amendment and Site Plan Amendment to renovate the building interior and to complete the parking lot expansion (shown in this submittal as a Preliminary Concept site plan) and related site improvements by December 31, 2019, to ensure that the parking lot expansion is completed by September 30, 2020. Additional deadlines will be provided at the time of the review of the phase two plans.
- c. If the parking supply for the building and its occupants is deemed to be inadequate by the Village, the Village may require that plans be submitted for the second phase of the project at any time during the interim period prior to December 31, 2019, to be initiated by a written notice from the Village providing a new deadline to the property owner for phase two submittals. Failure to proceed with submittals within these deadlines will result in further Village action, which may include revocation of the Special Use granted with this request.

d. The Special Use is granted based on the condition that the property owner shall comply with all building code requirements necessary to convert the existing warehouse building into an assembly use building.

The following conditions pertain to the ongoing operations:

e. This approval is granted based on the petitioner's application materials submitted with this request and materials submitted for the previously approved Special Use ordinance 4499-2015. Any proposed changes to the building or property that substantially differ from these application materials will require prior Village approval and may require a formal amendment to the approved Special Use and Site Plan Amendment, as determined by the Village. Such changes include, but are not limited to, use of the assembly space beyond the extent indicated in the petitioner's application. Activities in the building that exceed the Special Use approval without prior Village approval will result in further action by the Village, which may include revocation of the Special Use granted with this request.

f. Parking shall occur only in legally marked parking spaces or at legal on-street locations. The property owner shall monitor the parking to ensure that illegal parking does not occur. Failure to properly manage the parking will result in further action by the Village, which may include revocation of the Special Use granted with this request.

g. Due to this property's heavy dependence on public street parking, the Village shall reserve the right to require that parking boxes be striped on Stonington Avenue, the full cost for which shall be paid by the property owner.

h. The Village shall reserve the right if it is deemed necessary by the Village to require the property owner to conduct parking counts to be submitted to the Village for review.

i. The property owner shall coordinate the interior programming of the building to ensure that parking demand is minimized and that Bright Hope office and warehouse activities are limited when an event is held concurrently in the assembly space by another user.

j. The property owner shall obtain prior permission from the respective property owners for any off-site parking that occurs at private parking lots in the vicinity.

k. Parking disputes between the subject property owner (Bright Hope International) and other property owners shall be the responsibility of the property owner to resolve.

l. The maximum occupancy of the assembly space shall be limited to no more than 225 persons based on the available parking on-site, on-street, and through permission granted by other property owners near the site. Failure to abide by the occupancy requirement shall result in further action by the Village, which may include revocation of the Special Use granted with this request. At such time as the Special Use is amended, the Village may consider a higher maximum occupancy for the assembly space.

m. All conditions previously approved under Ordinance 3150-2000 pertaining to the retail sales use in the building for Bright Hope International in the 2060 Stonington Avenue space shall remain in effect.

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

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

PASSED THIS 15th day of January, 2018

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	<u>X</u>	_____	_____	_____
Trustee Anna Newell	<u>X</u>	_____	_____	_____
Trustee Gary J. Pilafas	<u>X</u>	_____	_____	_____
Trustee Gary G. Stanton	<u>X</u>	_____	_____	_____
Trustee Michael Gaeta	<u>X</u>	_____	_____	_____
Trustee Karen Arnet	<u>X</u>	_____	_____	_____
Mayor William D. McLeod	<u>X</u>	_____	_____	_____

APPROVED THIS 15th DAY OF January, 2018

William D. McLeod
Village President

ATTEST:

Deborah Remond
Village Clerk

Published in pamphlet form this 18th day of January, 2018.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Planning and Zoning Commission of the Village of Hoffman Estates will hold a public hearing at the request of Bright Hope International (Owner) and Ash, Anos, Freedman & Logan LLC (Applicant) to consider a special use under the Zoning Code to permit an indoor youth training facility at the property located at 2070 Stonington Avenue.

P.I.N.: 07-06-102-001-0000

The hearing will be held on Wednesday, November 06, 2019 at 7:00 p.m. in the Hoffman Estates Municipal Building, 1900 Hassell Road, Hoffman Estates, IL.

Eva Combs, Chairperson
Planning and Zoning
Commission

Published in Daily Herald
October 22, 2019 (4534263).

2070 Stonington Ave

PIN: 07-06-102-001-0000



October 2019
Village of Hoffman Estates
Planning Division



Bright Hope Indoor Training Facility 2070 Stonington Ave



0 55 110 Feet



Planning Division
Village of Hoffman Estates
October 2019



VILLAGE OF HOFFMAN ESTATES
PLANNING AND ZONING COMMISSION
FINDING OF FACT

PROJECT NO.: 2019048P

VILLAGE BOARD MEETING DATE: NOVEMBER 18, 2019

PETITIONER(S): HOFFMAN ESTATES ACQUISITIONS LLC AND SOMERSET DEVELOPMENT LLC
(OWNER)

PROJECT ADDRESS: 2000 CENTER DRIVE

Recommendation: APPROVAL

Roll Call Vote: 10 Ayes, 0 Nays, 1 Absent

PZC MEETING DATE: November 06, 2019

STAFF ASSIGNED: PETER GUGLIOTTA

Approval of a request by Hoffman Estates Acquisitions LLC and Somerset Development LLC (owner) to consider a Site Plan Amendment for the Phase 1 office and retail occupancy of a portion of the existing Bell Works building at 2000 Center Drive.

The following conditions shall apply:

1. Phase 1 occupancy approval is limited to the common areas, offices, and retail space, along with the specific parking and access areas delineated on the petitioner's submittal. Future proposed occupancy of the existing building(s) or new construction shall require formal site plan review and approval.
2. Prior to issuance of an occupancy permit for any of the office space, any property maintenance deficiencies for the areas of the site and parking lots to be used in Phase 1 shall be corrected. Village staff will perform a comprehensive inspection and provide a specific list of items to be addressed.
3. As part of the Phase 1 final occupancy inspection process, Village staff will confirm that all parking spaces are properly striped, lighted, and that a minimum of six (6) code-compliant handicapped parking spaces are signed and marked in the indoor accessible parking lot. Any work necessary to upgrade the parking areas, including striping, pavement work, or lighting, shall be required a building permit.
4. Prior to occupancy, the owner shall obtain approval of a Master Sign Plan which, at a minimum, addresses directional signage throughout the Phase 1 areas of the site.
5. As part of the Building and Fire permit review for the Phase 1 occupancy, the petitioner shall comply with any code-required building upgrades that pertain to the Phase 1 areas.

FINDING

The Petitioner presented the detailed plans for the Phase 1 occupancy of the existing building, which includes 32,000 square feet of office space and 2,000 square feet of retail space, along with the open atrium areas on the main (2nd) floor of the building. Additionally, an indoor parking lot will be used for visitors and ADA spaces on the 1st floor and the front portion of the lower level of the eastern parking deck will be open for employees of Phase 1.

The Petitioner explained each area of the building to be used in Phase 1 along with the building entrances, parking areas, and drive aisles. All other areas of the site will be closed to public access. There are existing directional signs on the site, which will be redone to provide guidance for Phase 1 traffic. The Petitioner is also working on a Master Sign Plan that will address site identification signage, permanent directional signs, marketing signs, etc.

Commissioners asked general questions about scope of the project and the plans that were presented. It was explained that the plans really just show the existing conditions with information added to clarify which areas will be used for Phase 1. The rest of the site and building where future phases will be will be closed off to prevent access initially.

The Commission reviewed access locations for the building and discussed accessibility requirements. It was noted that with future phases there will need to be some upgrades made since the building was originally constructed before modern accessibility requirements were in effect.

Other questions were asked to clarify where construction workers would park and access the building, confirming that the site landscaping would be cleaned up before occupancy, when construction would start, verifying that Phase 1 only contains a small amount of convenience retail, and that there would not necessarily be an association created for the building since it is all under one ownership. It was confirmed that the target for completion of the Phase 1 speculative offices is spring of 2020.

The Commission also requested whether it would be possible for a building tour to be arranged – staff indicated that it would have to comply with the State Open Meetings Act and it would be something that could be possibly arranged toward the spring when Phase 1 would be more complete.

The Commission had no negative concerns and voted unanimously to approve the site plan amendment.

AUDIENCE COMMENTS

None.

PLANNING AND ZONING COMMISSIONERS

Chairperson Eva Combs	Sohita Patel
Vice-Chairman Greg Ring	Tom Burnitz
Minerva Milford	Nancy Trieb
Lenard Henderson	Adam Bauske
Myrene Iozzo	Denise Wilson
Lon Harner	

ROLL CALL VOTE

10 Ayes
0 Nays
1 Absent (Iozzo)

MOTION PASSED

The following attachments are hereby incorporated as part of this Finding of Fact:

- Petitioner's Application, Narrative, and Plans
- Staff Report
- Location Map and Legals



VILLAGE OF HOFFMAN ESTATES PLANNING AND ZONING COMMISSION STAFF REPORT

PROJECT NO.: 2019048P

PROJECT NAME: BELL WORKS PHASE 1

PROJECT ADDRESS/LOCATION: **SOUTH SIDE OF LAKEWOOD BOULEVARD BETWEEN EAGLE WAY AND HUNTINGTON BOULEVARD, AND ON THE NORTH SIDE OF CENTRAL ROAD (2000 CENTER DRIVE, 2001 LAKEWOOD BOULEVARD, 2501 EAGLE WAY)**

PUBLIC HEARING YES NO

REZONING MASTER SIGN PLAN SPECIAL USE VARIATION
SITE PLAN AMENDMENT PLAT

MEETING DATE: NOVEMBER 6, 2019

STAFF ASSIGNED: PETER GUGLIOTTA

REQUESTED MOTION

Approval of a request by Hoffman Estates Acquisitions LLC and Somerset Development LLC (owner) to consider a Site Plan Amendment for the Phase 1 office and retail occupancy of a portion of the existing Bell Works building at 2000 Center Drive.

INCLUDES RECOMMENDED CONDITIONS YES NO

ACRES: 150 (APPROXIMATE)		CURRENT ZONING DISTRICT: C-MU Commercial-Mixed Use
ADJACENT PROPERTIES:	NORTH: Industrial building & vacant Zoned M-2	SOUTH: Huntington 90 Business Park Zoned O-3, Central Road and Illinois Tollway (I-90)
	EAST: Huntington Boulevard and Cook County Forest Preserve Zoned F-P	WEST: Industrial Zoned M-2
	NORTHWEST: vacant land zoned B-2	
Property Index Numbers: 01-36-301-013, 01-36-402-014, 01-36-401-005, 01-6-401-006		

BACKGROUND

In 2018, the Village approved a basic Redevelopment Agreement, Concept Site Plan and rezoned the property to C-MU Commercial Mixed Use District for the Bell Works mixed-used project. Somerset purchased the property in the spring of 2019 with plans to re-occupy the building in phases.

Since purchasing the building, Somerset has been working to develop detailed architectural plans for their first phase of re-occupancy of the building, as well as beginning some initial interior demolition work in the common areas that are proposed to be redeveloped. They are also working to determine who will

construct the planned townhome and apartment units on the eastern portion of the property and these projects will be presented at a later date possibly by different developers.

EXISTING SITE CONDITIONS

The existing ±150-acre campus consists of the main headquarters office building (4 stories, 1.3M sq. ft.), a secondary office building (6 stories, 280K sq. ft.), and an institute training building (1 story, 40K sq. ft.). The site contains over 5,000 parking spaces located under the building, in surface lots and in two parking decks, along with substantial open space and large setbacks from the adjacent public streets.

The four story main building is designed with a lower level where underground parking, loading, and building mechanical functions are located, and three occupiable floors above. The atrium level is technically the second floor of the building and is elevated above grade. The petitioner's plan packet includes sheet A4.01 with several useful photos of different key portions of the building and site.

The property is surrounded by the public streets of Eagle Way, Lakewood Boulevard, Huntington Boulevard, and Central Road, with the private road - Center Drive (formerly AT&T Center Drive) - connects the campus with two intersections on Central Road. An internal network of private drives connects different areas of the campus.

CURRENT PROPOSAL

Somerset is requesting approval of their Phase 1 plans, which includes renovation of the interior lobby and atrium space, building out 32,462 square feet of speculative office space, and 2,000 square feet of retail/restaurant space all on the main (2nd) floor, with parking and service functions housed on the lower floor. Primary Phase 1 building access will occur at three locations:

- Main (south) Lobby Access – this entrance is primarily designed as a drop-off area with direct access into the main (2nd) floor. There is no parking near this entrance and the only pedestrian access is up a long exterior staircase. Vehicles use one-way ramps to get up and down to this area from the north-south road that travels through the center of the property. This access will be mostly used for limousines, ride-share, and other pick-up and drop-off activity. Reference Photos 2 & 3 in the petitioner's packet.
- Lower Level Underground Parking Lot Access – this access connects to the lower level indoor parking garage that is accessible from the north-south road that travels beneath the center of the building. This area has direct elevator/stair access to the atrium level above and connects to the atrium near the proposed retail spaces and Phase 1 offices. This lot was originally used for executive parking by AT&T, but will now be used for visitor and handicapped parking for the Phase 1 occupancy due to its proximity and access to an elevator. Reference Photos 1 & 2 for views of the road that leads under the building to this entrance.

- Main East Access – this exterior entrance is located at the eastern end of the main building directly across one of the main access roads from the lower level of the east parking deck. Immediately inside this entrance are stairs that lead up to the atrium level – there is no handicapped accessible ramp currently at this location, but it is the most proximate and direct entrance for employees who park in the lower level of the east parking deck. There is also a potential for minor drop-off or pick-up activity to occur on the access road adjacent to this entrance. Reference Photos 4, 5, 6, & 7 respectively for views of the eastern roadway, two vehicular access locations into the lower level of east parking deck, and the east employee building entry.

There will be other building access doors utilized as emergency exits as required by the Building Code, however these are not relevant to the site plan review.

Parking for Phase 1 is proposed to use a portion of the lower level of the east parking deck as well as the underground interior lot beneath the main building. The east parking deck has several hundred spaces, however, only the closest 120 would be open and necessary to serve Phase 1. As noted earlier, this lot has no handicapped accessible route to the building. The handicapped parking spaces for Phase 1, along with visitor parking, are proposed to be located in a 51-space indoor parking lot accessible from the main drive under the building. These two parking lots combined will be sufficient to accommodate demand from full occupancy of the first phase office/retail areas. Because Phase 1 is limited in size, it is not expected that many office visitors would be at the site, however, the owner will also be establishing a marketing office within the atrium area and will have regular visits from potential tenants and other interested persons. Reference petitioner's plan sheet A0.02 for parking lot and drop-off area locations.

With the initial Phase 1 occupancy, only the roads and parking on the site that are necessary to serve the limited occupancy will be open for use and therefore these plans do not include a comprehensive assessment of the entire site. Vehicular roadway access to the Phase 1 areas will be available from two locations on Lakewood and two locations on Central. As future phases are proposed for occupancy of the rest of the building, additional areas of the site will be evaluated. The recommended conditions include a requirement that any property maintenance deficiencies on site that relate to areas to be used for the Phase 1 occupancy will need to be addressed prior to occupancy. Reference the petitioner's plan sheet A0.02 for access locations that will be open versus closed on the site.

At a separate meeting in the near future, Somerset will be requesting approval of the first phase of a Master Sign Plan for the property to address the primary site identification signage, directional signage, and possibly marketing signs. Since the campus is very large, heavily landscaped, and was designed as a single-occupant secure headquarters building, navigating the many roadways on the property can be someone challenging for the unfamiliar driver. Clear directional signage will be an integral component of the success of this project.

Prior to occupancy, basic site maintenance will be done in the areas that will be open and usable for employees and visitors to the first phase of occupancy. Staff will work with the petitioner to identify any work that will need to be done. As part of the occupancy inspections, staff will be reviewing the parking areas to confirm they are properly marked, lighted, and provide the required handicapped parking.

FUTURE SITE PLAN REVIEWS

As noted in the 2018 Concept Site Plan process, the petitioner will ultimately be requesting occupancy of all building space on this campus, as well as proposing to construct up to 550 townhome and apartment units and eventually a hotel. All of these future phases will require comprehensive review through the Village's Site Plan process (and possibly other approvals). Future phases beyond Phase 1 will require a much more substantial amount of information and site improvements. To provide a more complete understanding of the level of information that will be forthcoming with future phases, below is the summary of the full review process that was identified as part of the Concept Plan review:

- Details on how the Bell Works project will be controlled through a master developer structure and how all common areas will be regulated and maintained, including any intended covenants, association rules, easements, etc.
- More detailed phasing plans and detailed community impact statement information as required by the Village Subdivision Code.
- Specific floor plans and details as to the mix of uses proposed for the existing building(s).
- A traffic and circulation study, including internal street and intersection design as well as confirming that the immediately adjacent public streets will be able to accommodate planned demand.
- A parking study addressing demand, supply, and distribution throughout the site.
- A master pedestrian plan (consistent with the fundamentals of the C-MU District), including connections between uses on the site as well as connections to exterior destinations such as the Forest Preserve, area bike paths, and the new Pace Transit Center at Barrington and I-90.
- Plans for accommodation of a regional bike path along Central Road and other required sidewalk connections along adjacent public streets.
- A master utility plan depicting all existing and proposed utilities on the site, along with all existing and proposed easements to support those utilities.
- Civil engineering plans for all new construction or changes to the existing exterior of the site.
- Updates to the stormwater plans consistent with requirements of the Metropolitan Water Reclamation District of Greater Chicagoland (MWRD-GC) for all new construction.
- Landscape plans for any new development on the site.
- Site lighting plans for any new development, as well as upgrades to the existing roadways.
- A master sign plan will need to be developed for any signage on the property since the new mixed use development concept will be different than the original signage approved for the single-tenant occupancy of the office campus. This can include temporary marketing signage, permanent signs, and any instructional directional signage.
- This development will be subject to the Village's Fair Share Road Improvement Fee Program for new trips generated beyond those that were generated when the office campus was fully occupied (this may result in no fee being due depending on a detailed analysis and potential monitoring of the new occupancy). Any new construction on the site, such as the residential or hotel will be subject to the fee independent of the existing building.
- New residential development will be subject to the School and Park donation requirements per the Village Subdivision Code.
- Plat(s) of subdivision consistent with Village Code will be needed for lot divisions and easements.
- Possible special use or variation requests will need to be submitted.

RECOMMENDED CONDITIONS

1. Phase 1 occupancy approval is limited to the common areas, offices, and retail space, along with the specific parking and access areas delineated on the petitioner's submittal. Future proposed occupancy of the existing building(s) or new construction shall require formal site plan review and approval.
2. Prior to issuance of an occupancy permit for any of the office space, any property maintenance deficiencies for the areas of the site and parking lots to be used in Phase 1 shall be corrected. Village staff will perform a comprehensive inspection and provide a specific list of items to be addressed.
3. As part of the Phase 1 final occupancy inspection process, Village staff will confirm that all parking spaces are properly striped, lighted, and that a minimum of six (6) code-compliant handicapped parking spaces are signed and marked in the indoor accessible parking lot. Any work necessary to upgrade the parking areas, including striping, pavement work, or lighting, shall be required a building permit.
4. Prior to occupancy, the owner shall obtain approval of a Master Sign Plan which, at a minimum, addresses directional signage throughout the Phase 1 areas of the site.
5. As part of the Building and Fire permit review for the Phase 1 occupancy, the petitioner shall comply with any code-required building upgrades that pertain to the Phase 1 areas.

Attachments: Staff Report
Application,
Project Narrative
Plans
Staff Exhibits (Notification Map, Aerial)



VILLAGE OF HOFFMAN ESTATES PLANNING AND ZONING GENERAL APPLICATION*

Special Use for _____ Rezoning from _____ to _____

Variation: Commercial Residential Sign

Plat (Subdivision & Others): Preliminary Final

Site Plan: Amendment Concept Preliminary Final

Master Sign Plan: Amendment

Other: _____

*** ADDENDUM MATERIALS ARE REQUIRED FOR SPECIFIC REQUESTS**

Posting of Notification Sign(s) may be required.

Specific requirements will be provided when your request is scheduled.

FOR VILLAGE USE ONLY			
Hearing Fee: <u>\$750</u>	Check No. <u>235</u>	Date Paid <u>10/31/2019</u>	
Project Number: <u>2019048P</u>			
Staff Assigned: <u>Peter Gugliotta</u>			
Meeting Date: <u>11/6/2019</u>	Public Hearing: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Sign Posting Required: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Date Sign Posted <u>NA</u>		

PLEASE PRINT OR TYPE

Date: 10/18/19

Project Name: Bell Works

Project Description: Mixed Use Development--Office/Retail

Project Address/Location: 2000 AT&T Center Drive

Property Index No. 01-36-301-013, 01-36-401-005, 01-36-401-006, 01-36-402-014

Acres: 152 Zoning District: CMU-Mixed Use

I. Owner of Record

Hoffman Estates Acquisitions, LLC Somerset Development, LLC

Name		Company
101 Crawfords Corner Road		Holmdel
Street Address		City
New Jersey 07733		732-367-2828
State	Zip Code	Telephone Number
		Ralph@sdnj.com
Fax Number		E-Mail Address

II. Applicant (Contact Person/Project Manager)

Ralph Zucker Somerset Development

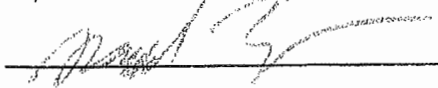
Name		Company
101 Crawfords Corner Road		Holmdel
Street Address		City
New Jersey 07733		732-415-7171
State	Zip Code	Telephone Number
		ralph@sdnj.com
Fax Number		E-Mail Address

Applicant's relationship to property: Owner

III. Owner Consent for Authorized Representative

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

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



Owner Signature

Raphael Zucker

Print Name

IV. Acknowledgement(s)

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

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

Owner's Signature: _____

Owner's Name (Please Print): Ralph Zucker

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

Applicant's Name (Please Print): _____

Date: 10/18/19

All requests must be accompanied by the items required and all fees must be paid before the Planning and Zoning Commission can hear any case.

Please contact the Planning Division (located in the Municipal Building) with any questions:

Email: planning@hoffmanestates.org
Address: 1900 Hassell Road
Hoffman Estates, IL 60169
Phone: (847) 781-2660
Fax: (847) 781-2679

Addendums Attached:

- Special Use
- Rezoning
- Variation
- Plat
- Site Plan
- Master Sign Plan
- Other _____



VILLAGE OF HOFFMAN ESTATES PLANNING AND ZONING COMMISSION SITE PLAN ADDENDUM – NON-RESIDENTIAL

Amendment Concept Preliminary Final

I. DESCRIPTION OF PROJECT:

A. ATTACH A NARRATIVE FOR THE PROPOSED PROJECT ON A SEPARATE SHEET

✓ Article 10-6 of the Subdivision Code details the application process and required submittal documents. For relevant items, provide detailed information as part of the project narrative.

B. Total Number of Buildings: 3

C. Total Gross Floor Area: 1,638,417 square feet

D. Height of tallest building (including antennas, hvac, etc.): 105 feet

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

F. Estimated start of construction: 11/7/2019

G. Estimated time to complete development: 240 days Phase 1
Attach a phasing schedule, if applicable.

H. Does the property contain flood plain lands or wetlands? Yes No
If yes, please address as part of the narrative.

I. Is there any historical or archeological significance to the existing structures or features of this site or the surrounding sites? Yes No
If yes, please address as part of the narrative.

J. Are there any endangered, threatened, or unique plants or animals located in or near the area? Yes No
If yes, please address as part of the narrative.

II. OPERATIONAL CONSIDERATIONS

A. Anticipated hours of operation: 7:00am am/pm to 7:00pm am/pm

B. Anticipated number of employees: 125 total N/A per shift N/A number of shifts

C. Estimated number of customers: N/A daily N/A peak hour

D. If there is any additional information about the proposed development or its operation that may affect the site development, address as part of the narrative.

III. FINANCIAL CONSIDERATIONS

A. Estimated annual gross sales of general merchandise subject to sales tax for this project (includes 1% local share of state tax and 1% home rule tax):

Gross Sales (General)		Tax Rate		General Sales Tax
	X	2%	=	\$ N/A

B. Estimated annual gross sales subject to food and beverage (F & B) tax for this project (food prepared on premises and alcoholic beverages consumed on premises). See article 13-7 of the Hoffman Estates Municipal Code for detailed definition:

Gross Sales (F & B)		Tax Rate		F & B Tax
	X	2%	=	\$ N/A

C. Estimated Annual Hotel Tax: 365 Days X

Estimated Average Room Rate		Number of rooms		Occupancy Percentage		365 Days		Tax Rate		Hotel Tax
	X		X		X		X	6%	=	\$ N/A

D. Other tax/revenue:
(Entertainment tax = 6%, etc.)

		Rate		Tax
	X		=	\$ N/A

E. Estimated Annual Telecommunications (TC) Tax:

Estimated Yearly Phone Bill		Tax Rate		TC tax
	X	6%	=	\$ N/A

F. Current assessment of the property: 10,234,653

G. Estimated value of Construction: 10,000,000

H. Will this project result in any unusual expenditure of public funds or requirements for public services in anyway? Yes No

If yes, please address as part of the narrative.

IV. TRAFFIC CONSIDERATIONS

A. Parking

1. Total number of parking spaces to be provided:

Employees: 150 Customers/
Visitors: 15 Handicapped: 6 Total: 171

2. When is the peak parking period for this project?

7:00 AM - 9:00 AM

3. Will this project share parking spaces with other businesses? Yes No

If yes, please address as part of the narrative.

B. Traffic

1. Estimated number of vehicles entering and exiting this site during the peak one hour period between 4:00 p.m. and 6:00 p.m. 75

2. Will there be any other peak traffic times for this project? Yes No

If yes, give the time(s) of day and traffic volume: _____

3. Will this project contain a drive through? Yes No

If yes, the project narrative should address order processing time, projected stacking demand, and other details to explain the operation.

C. Deliveries

1. The project plan submittal should include turning templates to show all routes to be used for making deliveries to and from site. Is this plan included? Yes No

2. How often will deliveries be made on site? Daily

2. What is the frequency and time period expected for deliveries? 2 Daily, 45 minutes each

3. What is the largest delivery vehicle to be used and its size?

Vehicle Type	Size	check	
Single Unit truck	30 ft.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Intermediate Semitrailer	50 ft.	<input type="checkbox"/>	<input type="checkbox"/>
Large Semitrailer	55 ft.	<input type="checkbox"/>	<input type="checkbox"/>
Other		<input type="checkbox"/>	<input type="checkbox"/>

If the delivery truck used fits into the "Other" category, please specify type, size and turning radius: _____

D. Any additional site related traffic information not covered above? Yes No
If yes, please address as part of the narrative.

V. RECYCLING AND GREEN INITIATIVES

- A. Article 9 of The Municipal Code of the Village of Hoffman Estates requires that businesses maintain an effective recycling program. Address any unique recycling plans as part of the project narrative.
- B. The Village supports and promotes sustainability. Please address any planned green or sustainability initiatives as part of the narrative.
- C. Do you anticipate submitting this project for LEED certification (or any other similar certifications)? Yes No
If yes, please address as part of the narrative.

VI. GENERAL CONSIDERATIONS

A. Please list examples of similar uses (including name and location) in the area that can be used for comparison by the Village:

1. FANUC America Corporation, 1800 Lakewood Blvd, Hoffman Estates, IL
2. Siemens Healthcare, 2501 Barrington Rd, Hoffman Estates, IL
3. Greenspoint Office Park, 2895 Greenspoint Pkwy, Hoffman Estates, IL

B. Will this project contain any noise generators that will adversely affect surrounding areas?
Yes No
If yes, please address as part of the narrative.

C. Is there anything included in this project that may be sensitive to surrounding noise generators?

Yes No

If yes, please address as part of the narrative.

D. Do you intend to apply for a liquor license? Yes No

If yes, please contact the Village Clerk's Office at 847.781.2625

E. Will this project contain a cafeteria or food service area (in order to determine applicability of a sewer and water surcharge)? Yes No

If yes, please address as part of the narrative.

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

Please contact the Planning Division with any questions:

Email: planning@hoffmanestates.org

Address: 1900 Hassell Road
Hoffman Estates, IL 60169

Phone: 847.781.2660

Fax: 847.781.2679



SOMERSET

DEVELOPMENT

This is living.

October 16, 2019

Peter Gugliotta, AICP
Director of Planning, Building and Code Enforcement
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169

Bell Works Occupancy Narrative

Executive Summary

In March, Somerset Development purchased Lakewood Center Campus located in Hoffman Estates, IL. Prior to closing, Somerset worked with the Village of Hoffman Estates to rezone the site from O-4 to CMU Mixed-Use. The site, now known as Bell Works, has an overall masterplan consisting of 550 residential units, approximately 1.2 million square feet of office, 70,000 square feet of retail, and a 150+ room hotel. Somerset has been working diligently to begin the redevelopment of the office and retail component and is ready to begin renovation of the interior of the building.

Somerset Development has developed a similar project at Bell Works in Holmdel, NJ. The old Bell Labs was a vacant two-million square foot single tenant office building on 472-acres of land. Somerset was successful in re-zoning the property into a mixed-use district very similar to that of the CM-U of Hoffman Estates. Bell Works is now an extremely successful development with 225 single family homes, and a mix of over one million square feet of office, retail, and hospitality uses which has helped revive the once desolate office park and now stands at over 80% leased. This architectural gem is in the midst of a transformation into what can be described as an entirely new class of commercial real estate: The Metroburbs.

The concept developed and implemented by Somerset Development, a Metroburbs, combines the density and dynamism of a walkable downtown 'main street' in a desirable and livable suburban locale. The Metroburbs is a self-contained metropolis in suburbia – a building or campus with instant access to some mix of office, residential, hospitality, dining, entertainment, healthcare, and community services. Essentially, a Metroburbs recreates the walkable, downtown style setting that matches shifting demographics and

101 Crawfords Corner Road, Holmdel, New Jersey 07733
phone 732.367.2828 • *fax* 732.886.1674 • *web* www.sdnj.com



SOMERSET

DEVELOPMENT

This is living.

priorities of today's commercial tenants, but in a more convenient and comfortable suburban location.

One of the core goals of the Metroburbs is to create a "street-level" pedestrian experience. The ground floor of a building or campus will be repurposed to cater to retail or dining users; atriums will become public plazas; old office space might become the new home for local government service or a library. We intend to create this pedestrian street in the main atrium of Bell Works.

Overall Improvements

Somerset's philosophy is crawl, walk, run. The gross square footage of the property is over 1.6M square feet, and the intention is not to renovate the entire space all at once. Only the eastern portion of the building will be undergoing significant renovations at this time, with the western portion slated for a later date. Overall, Phase 1 will consist of a total of 69,925 sq ft. The suspended bridges and stairwells in the atrium will be removed to open the pedestrian street to the skylight above. The elevated seating area in the atrium will also be removed to allow for a clear path straight through the building.

One of the largest changes, however, will be the cutting back of the internal balconies 3'-0" and the installation of glass panels along every upper corridor in the building. This will help create and define the new space that will generate the feel and design that will make Bell Works the premier space in the market.

The east parking lot will be designated with 120 spaces for parking. Only the areas that will be designated will be open to traffic, with the remaining areas being blocked off. The landscaping between the eastern entrance and parking lot will be maintained. The pavement in the area has undergone typical wear and tear and will be improved at a later date. Additionally, there will be 6 ADA spaces available on the ground floor of the building, which is accessible by the road that runs underneath the building and connects to Lakewood Blvd.

As the building once housed over 5,000 employees at full occupancy, a traffic study is not necessary as it is anticipated that there will be between 100-125 people in the building during this phase.

It's important to note that the east parking lot has over 1,500 parking spaces, so in the event more space is leased and more employees are in the building, the parking can easily be expanded to accommodate.



This is living.

The building security and management office will not change (it will remain 24-hour). Areas and roads that are not contemplated as part of phase 1 will remain closed to traffic at this time.

A master signage plan is currently be worked on separate from this application. From Somerset's experience at Bell Works, wayfinding is one of the most important components of the overall site plan, so important as to not be rushed. We are still crafting and mapping out the plan, but it cannot prevent us from beginning construction of the project. Once it is finalized, a separate application will follow.

Office/Retail Component

The first phase will be to construct a 14,500 square foot co-working space and "ready-to-wear" office suites ranging from 865 square feet to 3,015 square feet. These are speculative offices that are built and leased as they are available as oppose to negotiated and designed over time. It is a key component of Somerset's business plan to activate the space and engage the office market. The goal is to offer a wide range of options, from a single desk, to a 3,000 square foot office to accommodate the market's needs.

Additionally, a 2,000 square foot retail component consisting of 1-2 locations along the main atrium for coffee/food service will be built out as part of this phase in order to service the tenants.

At scale, it creates an ecosystem in which each component reinforces the others: office users create a steady flow of patrons for retail users, supplemented by visitors from the nearby area. And, as this ecosystem continues to mature, demand from office users seeking a unique, but cost-effective suburban working environment increases commensurately.

Residential Component

This phase does not currently contemplate any residential and will also be submitted separately and at a later date.



Measure

+ -

South Barrington

1:9,028
42.076 | -88.128

Bell Works
Occupancy Documents

October 17, 2019



Bell Works + Wight

Contents

A0.02 - Site Plan

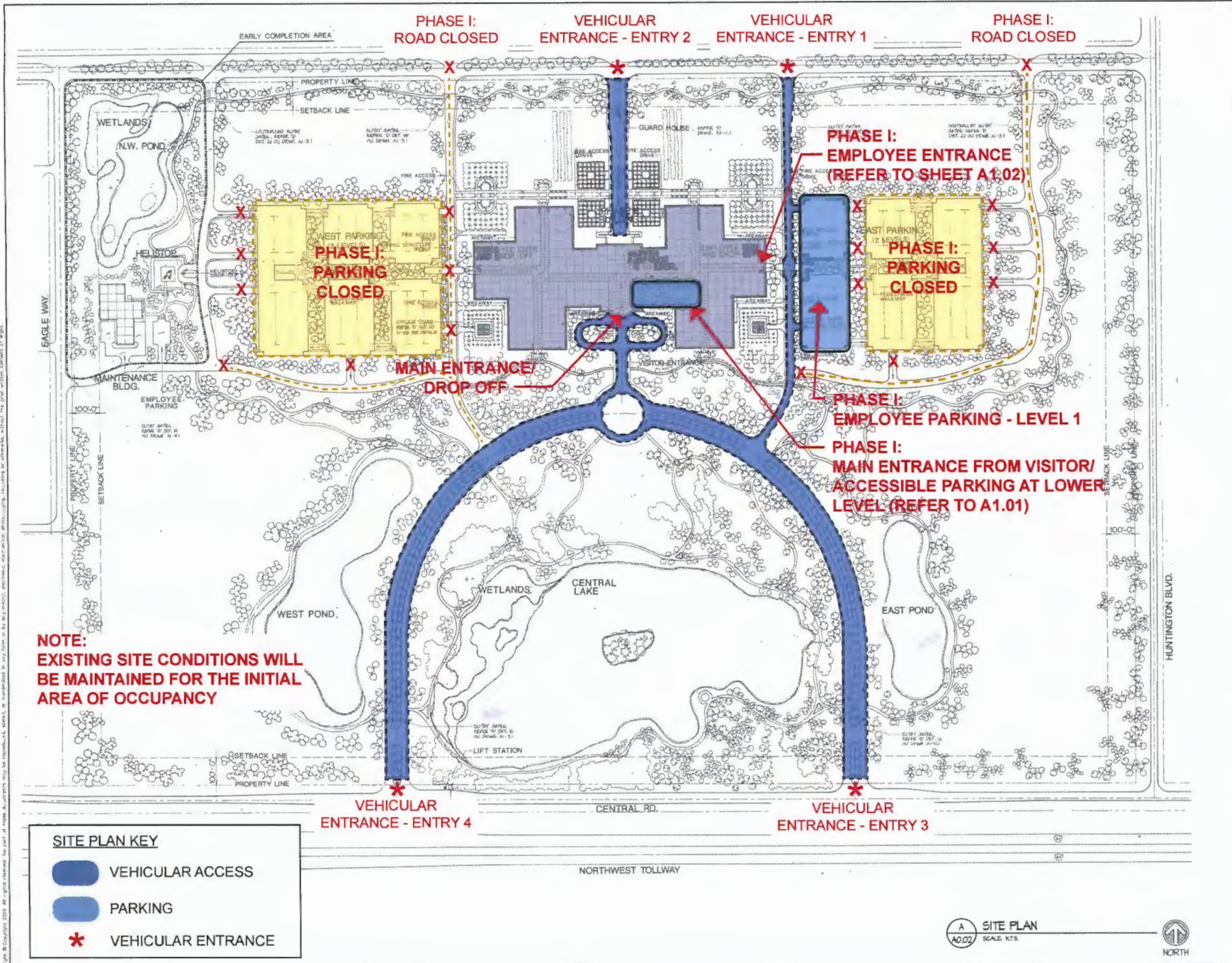
A1.01 - Egress Diagram - Level One

A1.02 - Egress Diagram - Grade Level

A2.02 - Initial Occupancy Plan - Level Two

A3.01 - Interior Renderings

A4.01 - Existing Condition Photos



REV. DESCRIPTION DATE

Bell Works
Occupancy Documents

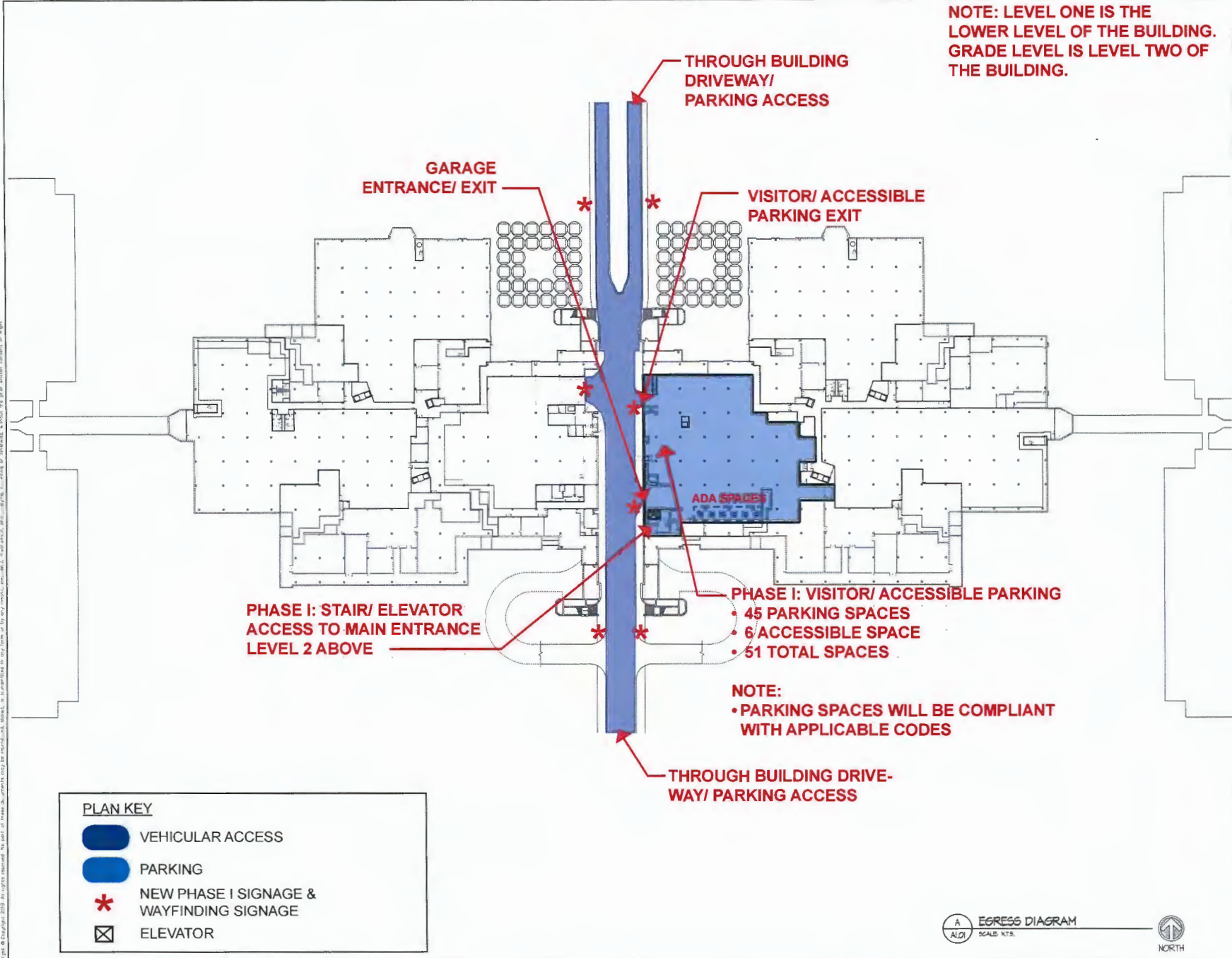
Hoffman Estates IL 60192

SITE PLAN

Project Number:
P0220-00
Drawn By:
Sheet:



NOTE: LEVEL ONE IS THE LOWER LEVEL OF THE BUILDING. GRADE LEVEL IS LEVEL TWO OF THE BUILDING.







PHASE I: STAIR/ ELEVATOR ACCESS TO MAIN ENTRANCE LEVEL 2 ABOVE

PHASE I: VISITOR/ ACCESSIBLE PARKING
 • 45 PARKING SPACES
 • 6 ACCESSIBLE SPACE
 • 61 TOTAL SPACES

NOTE:
 • PARKING SPACES WILL BE COMPLIANT WITH APPLICABLE CODES

PLAN KEY

-  VEHICULAR ACCESS
-  PARKING
-  NEW PHASE I SIGNAGE & WAYFINDING SIGNAGE
-  ELEVATOR

THROUGH BUILDING DRIVEWAY/ PARKING ACCESS

EGRESS DIAGRAM
 SCALE: NTS.



REV. DESCRIPTION. DATE
Bell Works
 Occupancy Documents

Hoffman Estates IL 60192

LEVEL 1
 EGRESS DIAGRAM
 FOR INITIAL OFFICE
 OCCUPANCY

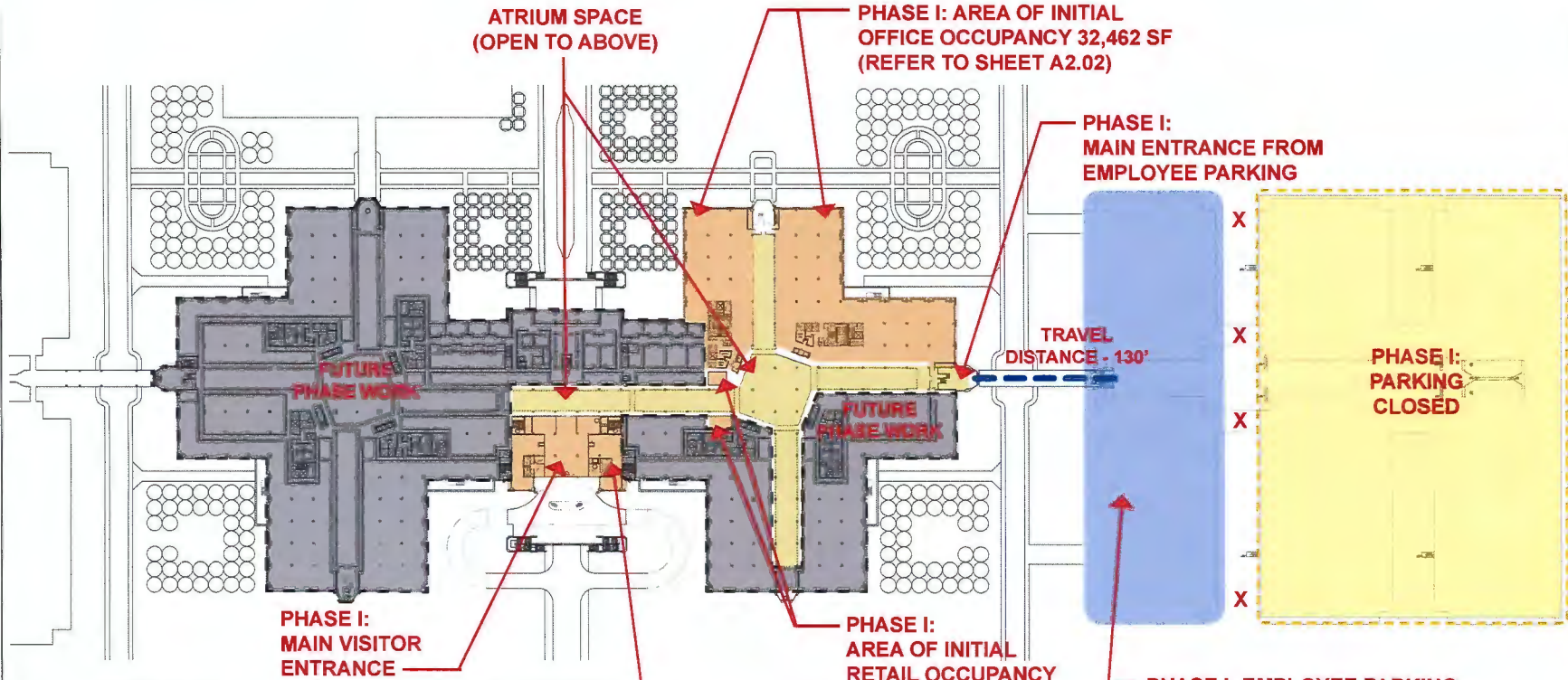
Project Number:
 R0006-08
 Drawn By:

Sheet:

A1.01

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NOTE: LEVEL ONE IS THE LOWER LEVEL OF THE BUILDING. GRADE LEVEL IS LEVEL TWO OF THE BUILDING.



OVERALL PARKING - PHASE I

REQUIRED	: 115 (1 SPACE PER 300 SF)
PROVIDED	
PARKING DECK LEVEL 1	: 120 SPACES
LEVEL ONE (LOWER LEVEL BUILDING)	: 45 SPACES (6 ADA SPACES)
TOTAL PARKING	: 171 SPACES (6 ADA SPACES)

NOTE: ADA SPACES TO BE RESTRIPTED TO CONFORM TO CURRENT ADA PARKING ACCESSIBILITY REQUIREMENTS.

NOTE: ADA PARKING SIGNAGE TO BE REPLACED AS REQUIRED TO CONFORM TO CURRENT ADA PARKING REQUIREMENTS.

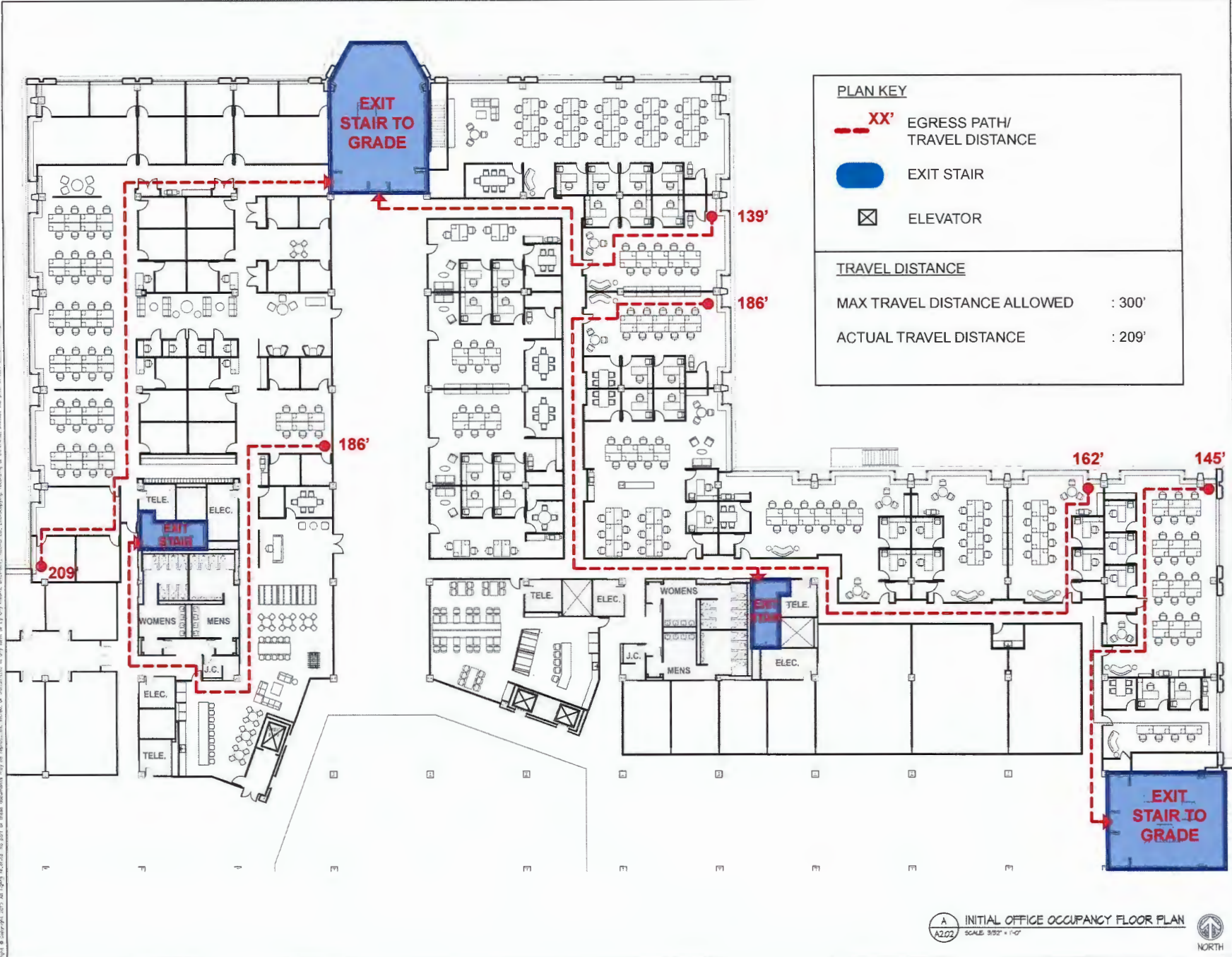
PHASE I: MAIN ENTRANCE ELEVATOR ACCESS FROM VISITOR/ ACCESSIBLE PARKING

NOTE:

- LEVEL TWO & TWO SECTIONS OF THE LEVEL ONE PARKING STRUCTURE WILL BE CLOSED OFF DURING THE INITIAL OCCUPANCY.
- PARKING SPACES WILL BE COMPLIANT WITH APPLICABLE CODES



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PLAN KEY

XX' EGRESS PATH/
TRAVEL DISTANCE

EXIT STAIR

ELEVATOR

TRAVEL DISTANCE

MAX TRAVEL DISTANCE ALLOWED : 300'

ACTUAL TRAVEL DISTANCE : 209'

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REV. DESCRIPTION. DATE.

**Bell Works
Occupancy Documents**

Hoffman Estates IL 60192

**2ND FLOOR
INITIAL OFFICE OCCUPANCY
FLOOR PLAN**

Project Number:
RZ008-08
Drawn By:

A INITIAL OFFICE OCCUPANCY FLOOR PLAN
A2.02 SCALE 3/8" = 1'-0"



A2.02



B INTERIOR ATRIUM RENDERING
SCALE: NTS



A INTERIOR ATRIUM RENDERING
SCALE: NTS

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REV. DESCRIPTION DATE
Bell Works
Occupancy Documents

Hoffman Estates IL 60192
INTERIOR RENDERINGS

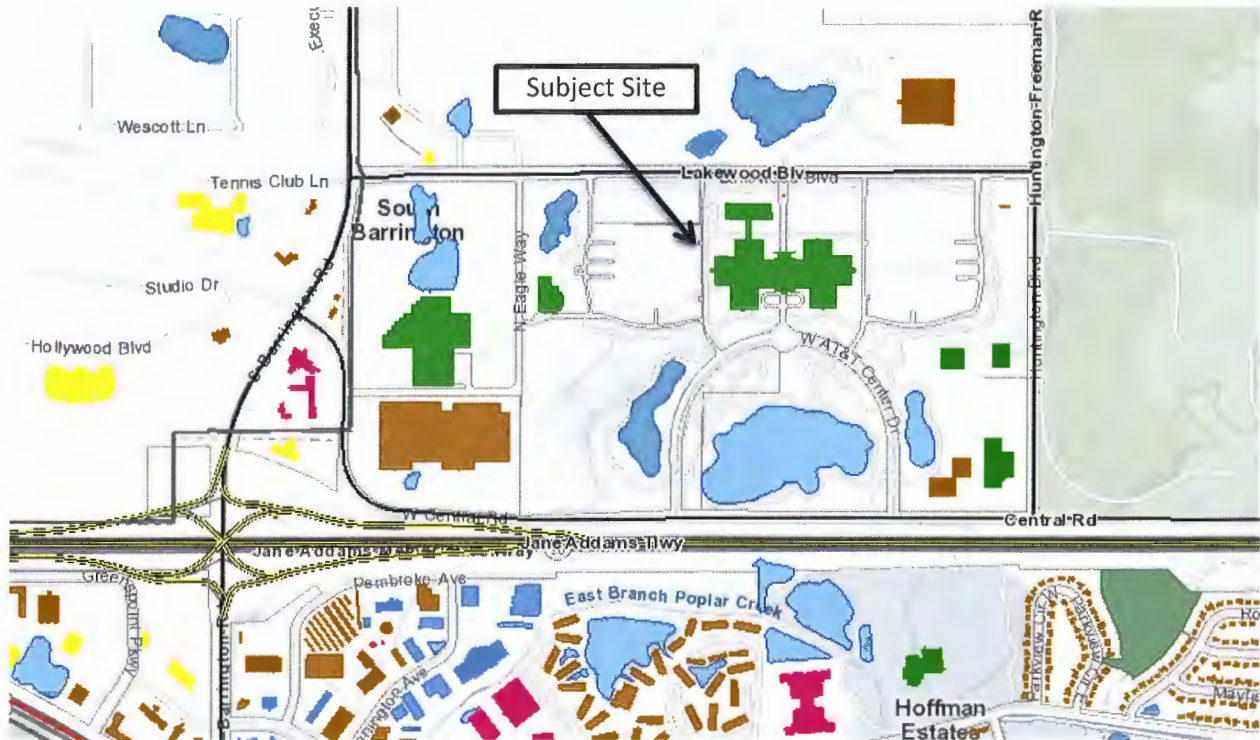
Project Number:
H0209-05
Drawn By:

Sheet: **A3.01**

2000 Ameritech Dr

P.I.N. 01-36-301-013-0000,

01-36-402-014-0000, 01-36-401-005-0000, 01-36-401-006-0000



October 2019
Village of Hoffman Estates
Planning Division



Somerset Development - Lakewood Campus



Planning Division
Village of Hoffman Estates
April 2018



VILLAGE MANAGER'S OFFICE

Memo

TO: President & Board of Trustees

FROM: James H. Norris, Village Manager
Ben Gibbs, Sears Centre General Manager
Mark Koplín, Asst. Village Manager, Development Services-Owners Representative

RE: SEARS CENTRE EMERGENCY REPAIR

DATE: November 12, 2019

Urgent

For Review

Please Reply

As you will recall, during the setup of the Spring Awakenings music festival this past June, heavy equipment being used damaged the west Sears Centre Arena parking lot. Immediately after the festival cleanup, the Transportation & Engineering Division performed an assessment of the damaged areas and determined that removal and replacement was the only viable solution. The festival had significantly damaged seven (7) distinct areas, however a slightly larger area was ultimately repaired due to the proximity of these areas and the need to have “square/straight boundaries for paving”.

At that time, Village and Arena staff contacted the Spring Awakenings organizers and advised them of the damage and included photographs. They were also informed that the repairs needed to happen very quickly because the Sears Centre Arena had several booked events coming over the next several weeks. Those events included:

June 13 – Daily Herald Prep Awards
June 16 – Indian Show (cancelled, but that wasn't known until June 14)
June 21-23 – USA Volleyball
June 24 – Hillsong United (sold out at 9,200 guests)
June 25-27 – Bridgestone Driving Event (West Lot)

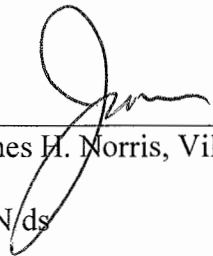
These above events generated approximately \$213,000 in event income.

The Spring Awakenings insurance company was advised but their process was very slow. The Arena was left with no choice but to proceed with repairs given the events above. Working cooperatively, the Transportation & Engineering Division solicited proposals from four (4) companies. Only three (3) companies could accommodate the timeline to complete the work to allow the other events to utilize the lots. The companies solicited were:

Schroeder Asphalt - \$218,000
Johnson Paving - \$244,000
Arrow Road Construction - \$434,000
Plote – no response

Therefore, as allowed in the Spectra Management Agreement, the General Manager of the Arena signed a contract with Schroeder Asphalt Services to cause the repairs to be completed. This provision is provided for in Exhibit K, Purchasing Policies, Section D, Emergency Purchasing Policy. Settlement with the Spring Awakenings organizers' insurance is proceeding and the Village is holding deposit funds from the event.

If you have any questions, please do not hesitate to contact any of us.



James H. Norris, Village Manager

JHN/ds

PERFORMANCE CONTRACTING AGREEMENT

between

Village of Hoffman Estates

and

**Siemens Industry, Inc.,
Building Technologies Division**

TABLE OF ARTICLES

1. Agreement
2. Glossary
3. General
4. Performance Guarantee
5. Work by SIEMENS
6. CLIENT Responsibilities
7. Changes and Delays
8. Compensation
9. Acceptance
10. Insurance and Allocation of Risk
11. Hazardous Material Provisions
12. Miscellaneous Provisions
13. Maintenance Services Program
14. Freedom of Information Act Requests; Prevailing Wage

PERFORMANCE CONTRACTING AGREEMENT

Number: 44OP-241325

Article 1 AGREEMENT

THIS **PERFORMANCE CONTRACTING AGREEMENT** ("Agreement") is made this 3rd day of September, 2019 (the "Effective Contract Date", defined below), by and between Siemens Industry, Inc., Building Technologies Division ("SIEMENS") and the party identified below as the CLIENT.

The CLIENT: **Village of Hoffman Estates**
1900 Hassell Rd.
Hoffman Estates, IL 60169

DESIGNATED REPRESENTATIVE: William D. McLeod
PHONE: 847-882-9100 FAX:

Siemens Industry, Inc., Building Technologies Division
1000 Deerfield Parkway
Buffalo Grove, Illinois 60089

With offices at: Mount Prospect
585 Slawin Ct.
Mt. Prospect, IL 60659

DESIGNATED REPRESENTATIVE: Danielle Melone
PHONE: 847-254-3294 FAX: 847-215-1093

For Work and Services in connection with the following project (the "Project"):
Village wide water meter replacement, AMI installation and street lighting conversion to LED

The CLIENT considered performing the following FIMs but at this time, has determined to exclude them from the Scope of Work and Services, Exhibit A:
SCADA and building upgrade FIMs

PERFORMANCE CONTRACTING AGREEMENT

Articles and Attachments

This Agreement consists of this document, which includes the following articles and exhibits which are acknowledged by the CLIENT and SIEMENS and incorporated into the Agreement by this reference:

Articles

1. Agreement
2. Glossary
3. General
4. Performance Guarantee
5. Work BY SIEMENS
6. The CLIENT's Responsibilities
7. Changes and Delays
8. Compensation
9. Acceptance
10. Insurance and Allocation of Risk
11. Hazardous Material Provisions
12. Miscellaneous Provisions
13. Maintenance Services Program
14. Freedom of Information Act Requests; Prevailing Wage

Exhibits

Exhibit A	Scope of Work and Services
Exhibit B	Payment Schedule(s)
Exhibit C	Performance Assurance
Exhibit D1	Form of Certificate of Substantial Completion
Exhibit D2	Form of Certificate of Final Completion
Exhibit E	CLIENT Direct Purchase Procedure

This Agreement, when executed by an authorized representative of the CLIENT and authorized representatives of SIEMENS, constitutes the entire, complete and exclusive agreement between the Parties relative to the project scope stated in Exhibit A. This Agreement supersedes all prior and contemporaneous negotiations, statements, representations, agreements, letters of intent, awards, or proposals, either written or oral relative to the same, and may be modified only by a written instrument signed by both Parties.

COMPENSATION/TERMS OF PAYMENT:

As full consideration for the performance of the Work and Services set forth in Exhibit A, and for the Performance Assurance set forth in Exhibit C, the CLIENT shall pay SIEMENS in such manner and amounts as agreed to in Exhibit B.

Agreed for **Village of Hoffman Estates**

(Signature) by: _____

Print Name and Title: _____

(Signature) by: _____

Print Name and Title: _____

Agreed for **Siemens Industry, Inc.**

(Signature) by: _____

Print Name and Title: _____

(Signature) by: _____

Print Name and Title: _____

PERFORMANCE CONTRACTING AGREEMENT

Article 2

Glossary

The following terms shall for all purposes have the meanings stated herein, unless the context otherwise specifies or requires, or unless otherwise defined in the Agreement:

Acceptance means the CLIENT has signed a Certificate of Final Completion.

Acceptance Date means the date on which the CLIENT signs a Certificate of Final Completion.

Annual Performance Assurance Report means the document prepared by SIEMENS and submitted to the CLIENT as part of the Performance Assurance Service Program, which identifies the Savings achieved for the applicable Annual Period.

Annual Period means a twelve (12) month period beginning on the Guarantee Date or on any anniversary date thereof.

Annual Realized Savings means the actual Savings achieved by the CLIENT during an Annual Period, calculated as the sum of the Measured & Verified Savings plus the Stipulated Savings.

Applicable Law means laws, ordinances, codes, rules and regulations applicable to the Work and in effect on the Effective Contract Date.

Baseline means the measurements of Facility energy usage taken prior to the Effective Contract Date, and the Facility operating practices in effect prior to the Effective Contract Date, as set forth in the Performance Assurance, Exhibit C.

Baseline Period means the period of time from which data is provided to SIEMENS to derive the Baseline measurements. The Baseline Period is set forth in the Performance Assurance, Exhibit C.

BTU means a British Thermal Unit and is a unit of thermal energy.

Capital Off-Set Savings means a sub-category of Operational Savings where Savings will result in a cost effective upgrade to the Facility to address one or more of the following issues: potential future increased costs, comfort, code non-compliance, usage requirements, user needs and/or expectations.

Certificate of Final Completion means a document, in the form attached as Exhibit D2 hereto, indicating that the Work identified in Article 1 of the Scope of Work and Services-Exhibit A has been completed in accordance with the Agreement, including all items in the Outstanding Items List(s).

Certificate of Substantial Completion means a document, in the form attached as Exhibit D1 hereto, indicating that the Work, or a designated portion of the Work, is Substantially Complete in accordance with the Agreement. A Certificate of Substantial Completion may be accompanied by an Outstanding Items List.

CLIENT Representative means the person identified to SIEMENS by the CLIENT as the person authorized to make decisions on behalf of the CLIENT as set forth in Section 6.1(a) hereof.

Construction Period means the period between the Effective Contract Date and the first day of the month following the Acceptance Date.

Construction Period Savings means the actual accumulated Measured & Verified Savings plus the Stipulated Savings achieved from the Effective Contract Date until the Guarantee Date.

Contingency Funds shall have the meaning given in Exhibit B.

Contracted Baseline means the post-FIM-implementation Facility operating profile based on parameters described in Exhibit C, which the CLIENT shall maintain throughout the Performance Guarantee Period and are relied upon by SIEMENS for the calculation of Guaranteed Savings as provided in the Performance Assurance, Exhibit C. The Contracted Baseline must also include stipulated hours of operation and plug-loads for all Facilities, and must include stipulated blended, or non-blended, utility rates.

Contract Price shall have the meaning given in Exhibit B.

Deferred Maintenance means a sub-category of Operational Savings where Savings result from a reduction of current or potential future repair and maintenance costs due to certain work being performed hereunder where such work had been previously postponed.

Deliverables shall mean collectively, (a) any Equipment and any Software Product deliverable to CLIENT from SIEMENS under or in connection with the Work, and (b) any Work Product Deliverables.

Effective Contract Date is the date appearing at the top of this Agreement, unless specifically indicated otherwise.

PERFORMANCE CONTRACTING AGREEMENT

Energy Conservation Measure or **ECM** means the SIEMENS Products and/or other third party equipment, devices, materials and/or software as installed by SIEMENS at the Facilities, or as repaired or replaced by SIEMENS or the CLIENT hereunder, for the purpose of improving the efficiency of utility consumption.

Equipment means the installed physical equipment to be provided by SIEMENS as described in the Scope of Work and Services, Exhibit A.

Escalation Rate means an annual percentage increase to be applied to the previous Annual Period's energy savings, operational savings and service pricing, beginning and occurring on dates outlined in the Performance Assurance, Exhibit C. A different Escalation Rate may be applied to differing Savings calculations and/or payment schedules depending on the percentage agreed upon by the Parties.

Facility or Facilities means the **building(s)** or structure(s) where Work will be installed or implemented.

Facility Improvement Measures or **FIMs** means the (i) Instruments, know-how and Intellectual Property, including but not limited to methods and techniques for energy conservation, owned or licensed by SIEMENS and employed by SIEMENS to perform the Work and Services under this Agreement; and, (ii) the installation of Equipment and Software Products with the intent of generating net savings or efficiencies at or in connection with the operation of the Facilities. A FIM may include one or multiple ECMs as well as any non-conservation-related activities, means or methods.

FEMP means the Federal Energy Management Program managed by the United States Department of Energy.

FEMP Guidelines means the FEMP M&V Guidelines v. 3.0 published by FEMP as M&V Guidelines; Measurement and Verification for Federal Energy Management Projects.

Guarantee Date means the first day of the month following the date on which the CLIENT executes the Certificate of Final Completion.

Guaranteed Annual Savings are the Guaranteed Measured & Verified Savings plus the Stipulated Savings that SIEMENS guarantees will be achieved in an Annual Period of the Performance Guarantee Period.

Guaranteed Measured & Verified Savings means the Measured & Verified Savings that SIEMENS guarantees will be achieved, as detailed in Table 1.2 of Performance Assurance, Exhibit C.

Guaranteed Savings means the amount of Savings that SIEMENS guarantees will be achieved at the Facility during the Performance Guarantee Period as identified in the Performance Assurance, Exhibit C as subject to the limitation identified in Section 4.8.

Hazardous Materials refers to the definition found in Section 11.1.

Instruments means all know-how, tools and related documentation owned or licensed by SIEMENS and used by SIEMENS to install or commission Equipment and Software Products for operation at the Facility, including but not limited to tools for installing any Software Products in Equipment, performing diagnostics on Equipment as installed in the Facility as well as any reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for SIEMENS and used by SIEMENS to provide an ECM or a FIM. Instruments excludes Work Product Deliverables.

Intellectual Property Rights or Intellectual Property means all trade secrets, patents and patent applications, trade marks (whether registered or unregistered and including any goodwill acquired in such trade marks), services marks, trade names, internet domain names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in inventions (whether patentable or not) including, but not limited to, any and all renewals or extensions thereof, and all other proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world, including, but not limited to, any and all renewals or extensions thereof.

IPMVP means the International Performance Measurement and Verification Protocol, Volume 1, EVO 10000-1.2007 as prepared by the Efficiency Valuation Organization.

kW and **kWh** means kilowatt and kilowatt hour, respectively.

Maintenance Services Program or **MSP** means the Services performed by SIEMENS to maintain the Equipment in good working order. The MSP may also contain Services unrelated to the maintenance of the Equipment. If applicable, the MSP is more fully described in the Scope of Work and Services, Exhibit A.

Material Change means a measurable deviation in the Contracted Baseline such that there is an adverse impact on the Annual Realized Savings which results or will result in a Savings Shortfall.

PERFORMANCE CONTRACTING AGREEMENT

Measured & Verified Savings means those Savings that can be calculated and ascertained by the methodology set forth in the Performance Assurance, Exhibit C.

Oil refers to the definition found in Section 11.1.

Operational Savings means Savings derived from reduced operational expenses, including but not limited to, Deferred Maintenance, or Capital Off-Set Savings. Operational Savings can only be expressed in monetary value and are Stipulated Savings.

Outstanding Items List means a list of items in need of completion or correction that relates to the Work, or a designated portion thereof that is Substantially Complete. The absence of such items does not deprive the CLIENT of the ability to put such Work, or a designated portion thereof to beneficial use. An Outstanding Items List may be attached to a Certificate of Substantial Completion.

Parties means the CLIENT and SIEMENS.

Party means the CLIENT or SIEMENS.

Performance Assurance is the process of ascertaining whether the FIMs are performing at the level necessary to achieve the Guaranteed Savings.

Performance Assurance Services Program or PASP means the Services required to monitor the operation of the FIMs so that SIEMENS can provide the Annual Performance Assurance Report detailing the Annual Realized Savings and comparing the same to the Annual Guaranteed Savings based upon the calculations agreed to by the Parties in the Performance Assurance, Exhibit C. The Services provided under the PASP are described in the Scope of Work and Services, Exhibit A.

Performance Guarantee means the guarantee that SIEMENS makes to the CLIENT which is reconciled and confirmed through the Performance Assurance process set forth in the Performance Assurance, Exhibit C.

Performance Guarantee Period means the timeframe from the Guarantee Date to the last day of the final Annual Period as described in Table 1.1 of the Performance Assurance, Exhibit C, or the period from the Guarantee Date until the termination of this Agreement, whichever occurs earlier.

Permitted Users means the CLIENT, its employees and agents.

Savings means the Parties' intended result from implementing all FIMs. Savings can be derived from reductions in energy or utility consumption, reductions in operating expenses, a changed utility rate classification or a combination thereof. The Savings that are achieved from reduced energy or utility consumption are converted to a dollar figure based upon the calculation in Article 4.1.1 and as detailed in the Performance Assurance, Exhibit C. When converted to a dollar figure, these Savings become energy cost savings. Operational Savings are only expressed in a dollar figure.

Savings Shortfall means the Annual Realized Savings less the Guaranteed Annual Savings for the Annual Period resulting in an amount less than zero.

Services means those services to be provided by SIEMENS as described in the Scope of Work and Services, Exhibit A.

SIEMENS Pre-existing Intellectual Property means any Intellectual Property: (i) that has been conceived or developed by an employee or subcontractor of SIEMENS before SIEMENS performs any Work or Services under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of SIEMENS performing the Work under this Agreement; or, (iii) if developed while performing the Work under this Agreement, where the development of Intellectual Property for the benefit of the CLIENT is not expressly identified as a FIM or part of a FIM. SIEMENS Pre-existing Intellectual Property is included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for SIEMENS.

SIEMENS Product means a product, including Software Product and/or Equipment, offered for sale or license by SIEMENS or its affiliates or subsidiaries and developed prior to performing the Work or SIEMENS rendering services in connection with this Agreement. A SIEMENS Product also includes improvements or modifications to any Equipment and any Software Product developed by SIEMENS or developed as part of the Work, including any SIEMENS Product that is configured or modified for operation at a site specified by the CLIENT. Any information that is provided by the CLIENT and incorporated into a SIEMENS Product is not, by itself, a SIEMENS Product. A compilation of such information and the product of such compilation, however, is a SIEMENS Product.

Software Product means any software that is owned or licensed by SIEMENS or its affiliates and that is either separately deliverable for use in the Equipment or for use in a computer system owned by the CLIENT or delivered as firmware embedded in the Equipment.

Stipulated Savings are a sub-category of Guaranteed Savings that do not require post-FIM implementation measurement and verification because they are agreed upon by the Parties based upon representations made to SIEMENS by the CLIENT

PERFORMANCE CONTRACTING AGREEMENT

and through the application of generally accepted analytical formulae. As such, Stipulated Savings are agreed upon in advance by the Parties and cannot be changed. When used as a methodology for representing a FIM's energy savings, such methodology is not recognized as a measurement and verification methodology under IPMVP. Therefore, where the IPMVP measurement methodologies are required, a methodology other than Stipulated Savings must be used to calculate energy savings. The Stipulated Savings is detailed in Table 1.2 of Exhibit C - Performance Assurance.

Substantial Completion or Substantially Complete means the Work, or any identifiable portion thereof, which is sufficiently complete, in accordance with the provisions of this Agreement relating to the Scope of the Work and Services, Exhibit A, such that the CLIENT will be able to realize from such Work substantially all of the practical benefits intended to be gained therefrom, or otherwise employ the Work or the FIMs for their intended purposes.

Therm is a measure of energy equal to 100,000 BTUs.

Total Guaranteed Savings means the sum of the Savings that are guaranteed for all Annual Periods during the Performance Guarantee Period (inclusive of the Construction Period, if applicable). The Total Guaranteed Savings are reflected in Tables 1.1 and 1.2 in the Performance Assurance, Exhibit C.

Work means collective labor, Equipment and services comprising the FIMs to be performed by SIEMENS, as described in the Scope of Work and Services, Exhibit A.

Work Product Deliverable means the tangible form of a report or drawing specifically developed for, commissioned by and deliverable to the CLIENT in connection with the Work to be performed by SIEMENS under this Agreement.

Article 3

General

- 3.1 The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and among the Parties equally sophisticated and knowledgeable as to the subject matter of this Agreement. Each Party has conferred, or has had the opportunity to confer, with their respective legal counsel. Accordingly, in the event any claim is made relating to any conflict, omission, or ambiguity in this Agreement, no presumption, burden of proof, or persuasion shall be implied by virtue of the fact that this Agreement was drafted by or at the request of a particular Party or its legal counsel.
- 3.2 The CLIENT hereby engages and SIEMENS hereby accepts the engagement and agrees to perform and to provide the Work and Services set forth in Exhibit A in accordance with the terms and conditions of this Agreement.
- 3.3 SIEMENS shall perform the Work as an independent contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this Agreement. SIEMENS has no authority to act or make any agreements or representations on behalf of the CLIENT. This Agreement is not intended, and shall not be construed to create, between the CLIENT and SIEMENS, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of SIEMENS shall be, or shall be deemed to be, an employee or agent of the CLIENT.
- 3.4 SIEMENS represents, warrants and covenants to the CLIENT that:
- (a) It has all requisite corporate power to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of SIEMENS organizational documents, any Applicable Law, or any agreements with third parties;
 - (b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and this Agreement;
 - (c) This Agreement is the legal, valid and binding obligation of SIEMENS, in accordance with its terms, and all requirements have been met and procedures have been followed by SIEMENS to ensure the enforceability of this Agreement;
 - (d) To SIEMENS best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting SIEMENS that affects the validity or enforceability of this Agreement; and,
 - (e) It is duly authorized to do business in all locations where the Work and Services are to be performed.
- 3.5 The CLIENT represents, warrants and covenants to SIEMENS that:

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- (a) It has all requisite corporate power and/or statutory authority to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of the CLIENT's organizational documents, any Applicable Law, or any agreements with third parties;
- (b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and this Agreement;
- (c) This Agreement is the legal, valid and binding obligation of the CLIENT, in accordance with its terms, and all requirements have been met and procedures have been followed by the CLIENT to ensure the enforceability of this Agreement;
- (d) To the CLIENT's best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting the CLIENT that affects the validity or enforceability of this Agreement; and,
- (e) The CLIENT has consulted with its legal counsel and is relying on the advice of its counsel concerning all legal issues related to this Agreement, and is not relying on SIEMENS in this regard.

Article 4

Performance Guarantee

- 4.1 The Annual Realized Savings generated during each Annual Period will be no less than the Guaranteed Annual Savings as shown in Tables 1.1 and 1.2 of the Performance Assurance, Exhibit C, subject to the limits in Section 4.8. The measurement and verification calculation methodology for determining the Savings is set forth in the Performance Assurance, Exhibit C.
- 4.1.1 General. Except as otherwise provided, energy savings will be calculated for each month of each Annual Period as the product of (a) "units of energy saved" (kWh, Therms, GJ, etc.) multiplied by (b) "cost of energy."
- (a) Units of energy saved are calculated by 1) assuming the Contracted Baseline has been maintained per Section 4.3 below, and 2) subtracting the then current period measured units of energy consumed from the Baseline units of energy defined in Article 5 of Exhibit C.
 - (b) Costs of energy are defined in Article 6 of Exhibit C-Utility Rate Structures and Escalation Rates.
- 4.2 Any future Escalation Rates to be applied to utility, energy or other costs are set forth in Exhibit C. SIEMENS and the CLIENT agree that the Baseline data set forth in Exhibit C is a full and accurate reflection of the existing Facility, equipment, operation, business use and energy usage, and that such Baseline data will be the basis on which all future energy use will be compared in order to determine the Annual Realized Savings.
- 4.3 SIEMENS and the CLIENT agree that the Contracted Baseline fully described in Exhibit C will represent the new operating and/or equipment profile of the Facility resulting from the FIM implementation. The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT operates and maintains its Facilities within the Contracted Baseline parameters, as may be adjusted in accordance with the terms herein, during the entire term of the Performance Guarantee Period.
- 4.4 The CLIENT agrees to notify SIEMENS prior to or within thirty (30) days of CLIENT's actual knowledge of any Material Change.
- 4.5 Within thirty (30) days of notice of a Material Change, SIEMENS' discovery of a Material Change and with prompt notice to CLIENT, SIEMENS may request of the CLIENT an adjustment to the Performance Assurance and the Performance Guarantee as a result of the Material Change. CLIENT shall respond to SIEMENS's request within thirty (30) days. If the Parties are unable to agree to a commercially reasonable adjustment to the Performance Assurance and/or the Performance Guarantee, then the provisions of Section 12.5 shall apply.
- 4.6 A Performance Guarantee Period savings reconciliation as identified in Section 4.1 will be performed at the end of each Annual Period as follows:
- (a) Within ninety (90) days of the Guarantee Date, the Construction Period Savings shall be reconciled and applied to the calculation of the first Annual Period's Annual Realized Savings.
 - (b) At the conclusion of each Annual Period, SIEMENS will calculate the Annual Realized Savings and compare the calculated amount to the applicable Guaranteed Annual Savings amount.

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- (c) Where the Annual Realized Savings are less than the Guaranteed Annual Savings, a Savings Shortfall shall be recorded for the applicable Annual Period.
 - (d) A Savings Shortfall shall be paid by SIEMENS within sixty (60) days following the CLIENT's acceptance of the reconciliation and once paid SIEMENS shall have fulfilled its obligations under the Performance Guarantee for the applicable Annual Period.
 - 4.6.1 As the mutual goal of the Parties is to maximize Savings, if SIEMENS can correct a Savings Shortfall through an operational improvement (other than a reduction in personnel) at no expense or material inconvenience to the CLIENT and without future operational expenses, and the CLIENT declines to allow such operational improvement, then any future Savings Shortfall that the improvement would have corrected will be negated by deeming the value of the Savings Shortfall as Savings achieved and adding the amount of same to the Annual Realized Savings calculations for each Annual Period thereafter.
- 4.7 The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT maintains the PASP during the entire Performance Guarantee Period. If the CLIENT fails to maintain, breaches, cancels or otherwise causes the termination of the PASP then; (a) The Performance Guarantee shall terminate immediately and be void and of no force or effect; or, (b) Where termination of the Performance Guarantee acts to render this Agreement in violation of Applicable Law, all Guaranteed Savings thereafter shall be determined to have been achieved and SIEMENS shall have been deemed to have met its Performance Guarantee obligations under this Agreement for each and every Annual Period thereafter without the obligation to provide the CLIENT, or any third-party as the case may be, with any further Annual Performance Assurance Reports.
- 4.8 The payments and credits based on Savings Shortfalls, if any, are the sole remedy of the CLIENT under this Performance Guarantee. ANY PAYMENTS MADE OR TO BE MADE TO THE CLIENT UNDER THE TERMS OF THIS PERFORMANCE GUARANTEE SHALL NOT EXCEED THE PAYMENTS ACTUALLY MADE BY CLIENT TO EITHER SIEMENS AND/OR A THIRD-PARTY (IN THE EVENT THAT THE CLIENT HAS FINANCED THE TRANSACTION) FOR THE AGGREGATE OF: THE CONTRACT PRICE; THE PASP PAYMENTS; THE MSP PAYMENTS, IF ANY; AND, IF APPLICABLE, THE CLIENT'S COST OF FINANCING THE WORK. The CLIENT's cost of financing the Work is the cost of financing calculated either: (a) On the date that the escrow account is funded in accordance with Exhibit B, Article 1.2; or, (b) On the Effective Contract Date if the escrow requirement is expressly waived by SIEMENS.
- 4.9 The CLIENT represents that all existing equipment at CLIENT-owned Facilities that is not installed by SIEMENS under this Agreement but is deemed necessary to achieve the Performance Guarantee, is in satisfactory working condition. Prior to the beginning of the Performance Guarantee Period, SIEMENS will have inspected all such existing equipment and reported any deficiencies to the CLIENT. To the extent that the deficiencies are not remedied by the CLIENT prior to the Guarantee Date, the adverse effect on the ability of the Project to attain the necessary Guaranteed Savings shall be factored into the Annual Performance Assurance Report and, if necessary, the Performance Guarantee shall be adjusted accordingly. If the Parties cannot agree upon an equitable adjustment then the procedures described in Section 12.5 hereof shall govern.
- 4.10 If the Equipment or the existing equipment is altered or moved by any person (including the CLIENT) other than SIEMENS or a person authorized by SIEMENS, upon actual knowledge of such alteration or movement, the CLIENT shall notify SIEMENS as soon as practicable in writing, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at the CLIENT's expense in order to determine if a Material Change has occurred
- 4.11 SIEMENS will have no liability or obligation to continue providing PASP Services or any Guaranteed Savings under the Performance Guarantee in the event that the CLIENT fails to:
- (a) Authorize a re-acceptance test or re-commissioning that SIEMENS reasonably deems necessary in order to determine if a Material Change has occurred;
 - (b) Provide access to any CLIENT-owned Facility where Work is to be performed;
 - (c) Service and maintain all CLIENT-owned Equipment in accordance with the manufacturers' recommendations in order to prevent a Savings Shortfall; or,

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- (d) Provide SIEMENS with accurate CLIENT-owned Facility operating information as soon as such information becomes reasonably available to the CLIENT, including energy usage and cost, executed preventive maintenance and repair records, building or equipment additions, and occupancy levels during each Annual Period.
- 4.12 Unless expressly contrary to Applicable Law, should the CLIENT decide to discontinue the PASP before the end of the Performance Guarantee Period, the CLIENT will give SIEMENS thirty (30) days prior written notice. Such discontinuation shall be at no cost to the CLIENT.
- 4.13 Unless expressly contrary to Applicable Law, any disputes concerning the calculation of the Annual Realized Savings or changes to the Contracted Baseline that are not resolved by negotiation between the Parties within thirty (30) days of the notice of the dispute, will be resolved by a third-party professional engineering firm which is reasonably acceptable to both SIEMENS and the CLIENT. The determination of such firm will be final and binding upon CLIENT and SIEMENS. SIEMENS and the CLIENT will each be responsible for half of the fees of such firm.

Article 5

Work by SIEMENS

- 5.1 SIEMENS will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by both Parties. The Work performed by SIEMENS shall be conducted in a workmanlike manner.
- 5.2 SIEMENS shall perform the Work between 7:00 a.m. and 7:00 p.m., Monday through Thursday inclusive, excluding holidays, unless otherwise agreed herein. The CLIENT shall make CLIENT-owned Facilities available so Work may proceed in an efficient manner.
- 5.3 SIEMENS is not required to conduct safety, reacceptance or other tests, install new devices or equipment or make modifications to any Equipment unless expressly made a part of the Work identified in the Scope of Work and Services, Exhibit A. Any CLIENT request to change the scope or the nature of the Work or Services must be in the form of a mutually agreed change order, effective only when executed by the Parties.
- 5.4 All Work Product Deliverables shall become the CLIENT's property upon receipt by CLIENT. SIEMENS may retain file copies of such Work Product Deliverables. If any Instruments are provided to the CLIENT under this Agreement, any such Instruments shall remain SIEMENS' property, including the Intellectual Property conceived or developed by SIEMENS in the Instruments. All SIEMENS' Pre-existing Intellectual Property that may be included in the Deliverables provided to the CLIENT under this Agreement shall also remain SIEMENS property including the SIEMENS Pre-existing Intellectual Property included in the Work Product Deliverables. All Work Product Deliverables and any Instruments provided to the CLIENT are for Permitted Users' use and only for the purposes disclosed to SIEMENS. SIEMENS hereby grants the CLIENT a royalty-free (once payments due under this Agreement are paid to SIEMENS), non-transferable, perpetual, nonexclusive license to use any SIEMENS Pre-existing Intellectual Property solely as incorporated into the Deliverables and SIEMENS' Intellectual Property as incorporated into any Instruments provided to the CLIENT under this Agreement. Under such license, and following agreement to be bound to such separate confidentiality provisions that may exist between the Parties, Permitted Users shall have a right to:
- (a) Use, in object code form only, the Software Products included in the Deliverables ("Software Deliverables");
 - (b) Make and retain archival and emergency copies of such Software Deliverables (subject to any confidentiality provisions) except if the Software Deliverable is embedded in the Equipment; and,
 - (c) Use all such Deliverables and such Instruments, provided however, the Deliverables and Instruments shall not be used or relied upon by any parties other than Permitted Users, and such use shall be limited to the particular project and location for which the Deliverables are provided. All Deliverables provided to the CLIENT are for Permitted Users' use only for the purposes disclosed to SIEMENS, and the CLIENT shall not transfer them to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without SIEMENS' express written consent.
- 5.4.1 Any reuse of such Deliverables or such Instruments for other projects or locations without the written consent of SIEMENS, or use by any party other than Permitted Users will be at Permitted Users' risk

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and without liability to SIEMENS; and, the CLIENT shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

5.4.2 In consideration of such license, CLIENT agrees not to reverse engineer any Equipment or Software Product to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of such Equipment or Software Product even to the extent such restriction is allowable under Applicable Law.

5.4.3 Nothing contained in this Agreement shall be interpreted or construed to convey to the CLIENT the pre-existing Intellectual Property rights of any third party incorporated into the Deliverables. CLIENT agrees to take delivery of any Software Deliverables subject to any applicable SIEMENS or third party end-user license agreement accompanying such Software Deliverable.

5.5 SIEMENS shall be responsible for any portion of the Work performed by any subcontractor or sub-subcontractor of SIEMENS. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any contractor of the CLIENT or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at the Facility shall not relieve others of their responsibility to the CLIENT or to others.

5.6 SIEMENS warrants that:

- (a) Unless otherwise agreed, all Equipment shall be new and of good quality. Until one year from the date the Equipment is installed, all Equipment manufactured by SIEMENS or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service, and
- (b) Labor for all Work, excluding PASP or MSP Services, is warranted to be free from defects in workmanship for one year after the Work is performed. PASP Services and MSP Services are warranted to be free from defects in workmanship for ninety (90) days after the Services are performed and accepted by CLIENT as to repair or replacement work.

Notwithstanding the forgoing warranties, SIEMENS shall not be responsible for any warranties respecting Direct Purchase Items (as that term is defined in Exhibit E to the CLIENT), however SIEMENS shall reasonably assist the CLIENT in maintaining the manufacturers' warranties of the material and equipment comprising such items. The CLIENT shall provide its best efforts to enforce, in collaboration with SIEMENS, all representations and warranties associated with equipment and materials purchased via the Direct Purchase Procedure.

5.7 Warranty Limitation:

- (a) The limited warranties set forth in Section 5.6 will be void as to, and shall not apply to, any Equipment (i) repaired, altered or improperly installed by any person other than SIEMENS or its authorized representative; (ii) which the CLIENT or a third party subjects to unreasonable or improper use or storage, uses beyond rated conditions, operates other than per SIEMENS or the manufacturer's instructions, or otherwise subjects to improper maintenance, negligence or accident; or (iii) damaged because of any use of the Equipment after the CLIENT has knowledge of any defect in the Equipment; or (iv) not manufactured, fabricated and assembled by SIEMENS or not bearing SIEMENS nameplate. However, SIEMENS assigns to the CLIENT, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment.
- (b) Any claim under the limited warranty granted above must be made in writing to SIEMENS within thirty (30) days after discovery of the claimed defect unless discovered directly by SIEMENS. Such limited warranty only extends to the CLIENT and not to any subsequent owner of the Equipment. The CLIENT's sole and exclusive remedy for any Equipment or Services not conforming with this limited warranty is limited to, at SIEMENS' option: (i) repair or replacement of defective components of covered Equipment; (ii) re-performance of the defective portion of the Services; or (iii) to the extent previously paid and itemized, the issuance of a credit or refund for the original purchase price of such defective component or portion of the Equipment or Services.
- (c) SIEMENS shall not be required to repair or replace more than the component(s) of the Equipment or the portion of the Work and Services actually found to be defective. SIEMENS' warranty liability shall not exceed the purchase price of such item. Repaired or replaced Equipment or Services will be warranted hereunder only for the remaining portion of the original warranty period.

5.8 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF

PERFORMANCE CONTRACTING AGREEMENT

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING EXECUTED BY A DULY AUTHORIZED SIGNATORY OF EACH PARTY.

5.9 SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of:

- (a) Non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to: ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc., unless covered by the warranty provisions herein or otherwise specifically stated herein; or
- (b) The CLIENT's or a third-party's negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, corrosion, erosion, improper or inadequate water treatment, electrolytic action, chemical action, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond SIEMENS' control. Unless expressly agreed in writing, SIEMENS is not responsible for the removal or reinstallation of replacement valves, dampers, or waterflow and tamper switches with respect to pipes and ductwork, including vent or drain system. SIEMENS ASSUMES NO RESPONSIBILITY FOR ANY SERVICE PERFORMED ON ANY EQUIPMENT OTHER THAN THAT PERFORMED BY SIEMENS OR ITS AGENTS.

5.10 SIEMENS shall perform the Work and Services in compliance with, and otherwise comply with, Applicable Law.

Article 6

CLIENT Responsibilities

6.1 The CLIENT, without cost to SIEMENS, shall:

- (a) Designate a contact person with authority to make decisions for the CLIENT regarding the Work and provide SIEMENS with information sufficient to contact such person in an emergency;
- (b) Coordinate the work of contractors under CLIENT's sole control so as not to disrupt the Work and Services proceeding in an efficient manner;
- (c) Intentionally omitted.
- (d) Coordinate with SIEMENS to control and/or operate all building controls, systems, apparatus, equipment and machinery at CLIENT-owned Facilities necessary to perform the Work;
- (e) Furnish SIEMENS with blueprints, surveys, legal descriptions, waste management plans and all other available information pertinent to the Work and any CLIENT-Facility where the Work is to be performed as may be reasonably requested by SIEMENS. Such plans and blueprints, along with an executed copy of this Agreement, with its Exhibits, shall be kept and maintained pursuant to the Illinois Local Records Act (50 ILCS 205/1, et seq.);
- (f) Furnish SIEMENS with all approvals, permits and consents from government authorities and others as may be required for performance of the Work at CLIENT-owned Facilities, except for those SIEMENS has expressly agreed in writing to obtain;
- (g) In accordance with Article 11 hereof, promptly notify SIEMENS of all known or suspected Hazardous Materials at CLIENT-owned Facilities, of any contamination of the Facility by Oil or Hazardous Material, and of any other conditions requiring special care or which may reasonably be expected to affect the Work, and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such materials, contamination or conditions;
- (h) Comply with Applicable Law and provide any notices required to be given to any government authorities in connection with the Work, except such notices SIEMENS has expressly agreed in writing to give;
- (i) Provide SIEMENS with legally required materials and information (including but not limited to Material Safety Data Sheets) related to all Hazardous Materials located at CLIENT-owned Facilities where the Work is to be performed;
- (j) Furnish SIEMENS with any contingency plans, safety programs and other policies, plans or programs related to any CLIENT-owned Facility where the Work is to be performed;

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- (k) Operate, service and maintain all Equipment according to the manufacturer's recommendations including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of Applicable Law or of authorities having jurisdiction. The CLIENT shall furnish all needed servicing and parts for said FIMs, which parts shall become part of the FIMs. Such Equipment shall be operated only in the specified operating environment, which shall be supplied by the CLIENT, including without limitation: (1) suitable electrical service, including clean, stable, properly conditioned power, to all Equipment; (2) telephone lines, capacity and connectivity as required by such Equipment; and (3) heat, light, air conditioning or other environmental controls, and other utilities in accordance with the specifications for the Equipment, and
 - (l) Promptly notify SIEMENS of any unusual operating conditions, hours of usage, system malfunctions, installed equipment or building alterations that may affect the Equipment or energy usage or any Services.
- 6.2 Unless contrary to Applicable Law, the CLIENT acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to SIEMENS and agrees not to disclose it or otherwise make it available to others without SIEMENS' express written consent. Notwithstanding the preceding sentence or anything contrary in this Agreement, the CLIENT may comply with requests received pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq., as further provided in Section 14.1.
- 6.3 The CLIENT acknowledges that it is now and shall at all times remain in control of any CLIENT-owned Facilities. Except as expressly provided herein, SIEMENS shall not be responsible for the adequacy of the health or safety programs or precautions related to the CLIENT's activities or operations, the CLIENT's other contractor(s), the work of any other person or entity, or the conditions of CLIENT-owned Facilities. SIEMENS shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of the CLIENT or others at any CLIENT-owned Facility. So as not to discourage SIEMENS from voluntarily addressing health or safety issues while at any CLIENT-owned Facilities, in the event SIEMENS does address such issues by making observations, reports, suggestions or otherwise, the CLIENT shall not hold, or attempt to hold, SIEMENS liable or responsible on account thereof.

Article 7

Changes and Delays

- 7.1 As the Work is performed, Applicable Law or conditions may change, or circumstances outside SIEMENS' reasonable control may develop, which would require SIEMENS to expend additional costs, effort or time to complete the Work, in which case SIEMENS will notify the CLIENT and SIEMENS may request an equitable adjustment to SIEMENS' compensation and the time for performance. In the event such changes require the Work to be suspended or terminated, SIEMENS shall be compensated for Work previously performed and for costs reasonably incurred in connection with the suspension or termination. If the Parties cannot agree upon an equitable adjustment, then the procedures described in Section 12.5 hereof shall govern.
- 7.2 Either Party may request additions, deletions, modifications or changes to the Work. Any such requests shall only become effective upon execution of a written agreement by authorized representatives of both Parties.
- 7.3 SIEMENS may, upon written approval by CLIENT, substitute alternative parts, goods or equipment in the performance of the Work, provided that any such substitution shall be of an equal or better quality.
- 7.4 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by the CLIENT or CLIENT's employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of such delay or failure, Work shall be suspended during the time of such delay and SIEMENS may request an equitable adjustment for the time of performance and/or compensation to which the CLIENT's consent shall not be unreasonably withheld. If the Parties cannot agree upon an equitable adjustment, then the procedures described in Section 12.5 hereof shall govern.

Article 8

Compensation

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- 8.1 The aggregate amount paid by CLIENT provides for and is solely in consideration of the Scope of Work and Services (including Out of Scope Work) described in Exhibit A, and is detailed in Exhibit B.
- 8.2 SIEMENS will invoice the CLIENT in accordance with the schedules set forth in Exhibit B. Payment will be made by CLIENT pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
- 8.3 SIEMENS may suspend or terminate the Work or Services at any time if payment is not received when due, with thirty (30) days written notice of the same, and CLIENT's ability to cure during that thirty (30) day period. In such event, SIEMENS shall be entitled to compensation for the Work or Services previously performed.
- 8.4 Intentionally omitted.
- 8.5 Except to the extent expressly agreed herein, SIEMENS' fees do not include any taxes, excises, fees, duties or other government charges related to the Work or Services. The CLIENT shall pay such amounts or reimburse SIEMENS for any such amounts SIEMENS pays to the extent such charges are lawfully due and payable by CLIENT and have been paid or incurred by SIEMENS in furtherance thereof. If the CLIENT claims that the Work or Services is subject to a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit.
- 8.6 All other work or services requested by the CLIENT, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis:
- (a) Emergency services, if inspection does not reveal any deficiency covered by the Scope of Work and Services, Exhibit A;
 - (b) Work and/or services performed at times other than during SIEMENS' normal working hours, unless otherwise agreed to in Exhibit A; or
 - (c) Work and/or services performed on equipment not covered by the Scope of Work and Services, Exhibit A.

Article 9

Acceptance

- 9.1 When SIEMENS believes that all or an independent definable phase or portion of the Work is Substantially Complete, SIEMENS will submit a Certificate of Substantial Completion to the CLIENT which shall be subject to the following:
- (a) If the CLIENT concurs that the described portion of the Work as performed is Substantially Complete, the CLIENT will sign the Certificate of Substantial Completion and return it to SIEMENS;
 - (b) A Certificate of Substantial Completion may include, as an attachment to it, an Outstanding Items List prepared by SIEMENS;
 - (c) If the CLIENT does not concur that the Work is Substantially Complete, then, within thirty (30) business days of receiving the Certificate of Substantial Completion, the CLIENT shall notify SIEMENS in writing of the reasons it believes the Work is not Substantially Complete, and
 - (d) If SIEMENS disagrees with the CLIENT as to whether the Work is Substantially Complete, SIEMENS shall notify the CLIENT of a dispute and such dispute shall be resolved in accordance with Section 9.3 herein.
- 9.2 After the CLIENT signs and returns to SIEMENS all of the Certificates of Substantial Completion relating to the Work, and after SIEMENS corrects and completes all of the items on all of the Outstanding Items Lists, if any, SIEMENS will submit to the CLIENT a Certificate of Final Completion which shall be subject to the following:
- (a) If the CLIENT concurs that all of the items on all of the Outstanding Items Lists have been completed or corrected, the CLIENT will indicate its final acceptance of the Work by signing the Certificate of Final Completion and returning it to SIEMENS;
 - (b) If the CLIENT does not concur that all of the items on all of the Outstanding Items Lists have been completed or corrected, then the CLIENT shall, within thirty (30) business days of receiving the Certificate of Final Completion, identify the items that, it believes, were not completed or corrected, and

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- (c) If SIEMENS disagrees that the items identified by the CLIENT have not been completed or corrected, SIEMENS shall notify the CLIENT of a dispute and such dispute shall be resolved in accordance with section 9.3 herein.

9.3 Any disputes concerning the Substantial Completion or the Final Completion of the Work shall be resolved pursuant to the procedures described in Section 12.5 hereof.

Article 10

Insurance and Allocation of Risk

10.1 SIEMENS shall maintain, at SIEMENS' expense, the following insurances, which shall be primary and non-contributory, while performing the Work and shall add the CLIENT as an "Additional Insured" to each policy that is referenced in subsections (c) through and including (e) hereof:

- (a) Workers' Compensation at the statutory amounts and limits as prescribed by Applicable Law.
- (b) Employer's Liability insurance (and, where applicable, Stop Gap extended protection endorsement) limits of liability shall be:
- \$1,000,000 per occurrence
 - \$1,000,000 Disease Policy
 - \$1,000,000 Each Employee
- (c) SIEMENS shall carry, in the Occurrence Coverage Form, Comprehensive General Liability or Commercial General Liability, insurance covering SIEMENS' operations and providing insurance for bodily injury and property damage with limits of liability stated below and including coverage for:
- Products and Completed Operations
 - Contractual Liability insuring the obligations assumed by SIEMENS in this Agreement
 - Broad Form Property Damage (including Completed Operations)
 - Explosion, Collapse and Underground Hazards
 - Personal Injury Liability:
 - Limits of liability shall be \$1,000,000 per occurrence/aggregate
- (d) SIEMENS shall carry Automobile Liability Insurance in the Occurrence Coverage Form covering all owned, hired and non-owned automobiles and trucks used by or on behalf of SIEMENS providing insurance for bodily injury liability and property damage liability for the limits of:
- \$1,000,000 per occurrence/aggregate
- (e) SIEMENS shall carry Excess Liability Insurance in the Occurrence Coverage Form with limits of:
- \$5,000,000 per occurrence/aggregate

10.2 The CLIENT will either maintain at its own expense, or self-insure for the equivalent risks, property insurance written on a builder's "all-risk" or equivalent policy form in an amount no less than the Contract Price, plus the value of subsequent modifications and cost of materials supplied or installed by others, on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by SIEMENS, until final payment has been made to SIEMENS or no person or entity other than the CLIENT has an insurable interest in the property, whichever is later. The policy form shall include without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and start-up, rebuilding and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for SIEMENS' services and expenses required as result of such insured loss. If the insurance requires deductibles or retentions, the CLIENT shall pay costs not covered because of such deductibles or retentions. This insurance shall cover portions of the Work off the Facility, and also portions of the Work in transit. Partial occupancy or use shall not commence unless the insurance company providing this insurance has consented to such partial occupancy or use by endorsement for otherwise. The CLIENT shall purchase and maintain boiler and machinery insurance which shall specifically cover such insured objects during installation and until Acceptance by the CLIENT. The insurance required by this section shall include the interests of the CLIENT, SIEMENS, subcontractor and sub-subcontractor in the Work. SIEMENS shall be included as an additional

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insured on each such insurance coverage. The CLIENT and SIEMENS waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by the insurance required by this section and for any other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the CLIENT as fiduciary. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Insurance certificates shall be furnished upon request.

10.3 Intentionally omitted.

10.4 To the fullest extent permitted by law, SIEMENS hereby agrees to defend, indemnify and hold harmless the CLIENT, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the CLIENT, its officials, agents and employees to the extent arising from the negligent performance of this WORK or willful misconduct by SIEMENS, its employees, or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the CLIENT, its agents or employees, SIEMENS shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the CLIENT, its officials, agents or employees in any such action, SIEMENS shall, at its own expense, satisfy and discharge the same. SIEMENS expressly understands and agrees that any performance bond or insurance policies required by this Agreement, or otherwise provided by SIEMENS, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CLIENT, its officials, agents and employees as provided herein. UNLESS CONTRARY TO APPLICABLE LAW, IN NO EVENT SHALL THE CLIENT OR SIEMENS BE LIABLE UNDER THIS INDEMNITY OR OTHERWISE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE, OR LOST PROFITS, HOWEVER CAUSED, EVEN IF SIEMENS OR THE CLIENT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, IN ANY EVENT, UNLESS CONTRARY TO APPLICABLE LAW, SIEMENS' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SIEMENS FROM THE CLIENT UNDER THIS AGREEMENT. The preceding limit shall not apply to the CLIENT's remedy under the Performance Guarantee as such is limited by Section 4.8.

10.5 To the fullest extent permitted by law, SIEMENS shall further indemnify and hold harmless the CLIENT and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorney's fees and costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

10.6 The Parties acknowledge that the consideration for which SIEMENS has agreed to perform the Work and obligations under this Agreement was calculated based upon the foregoing allocations of risk, and that each Party has expressly relied on and would not have entered into this Agreement but for such allocations of risk.

10.7 Kotecki Waiver. In addition to the requirements set forth in Section 10.4, SIEMENS (and its subcontractors) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided thereunder. SIEMENS agrees to indemnify and defend the CLIENT from and against all such loss, expense, damage or injury, including reasonable attorney's fees, which the CLIENT may sustain as a result of personal injury claims by SIEMENS' employees or any of SIEMENS' subcontractors, except to the extent those claims arise as a result of the CLIENT's own negligence.

Article 11

Hazardous Materials Provisions

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- 11.1 The Work does not include directly or indirectly performing or arranging for the detection, testing, handling, storage, removal, treatment, transportation, disposal, monitoring, abatement or remediation of any contamination of any Facility at which Work is performed and any soil or groundwater at the Facility by petroleum or petroleum products (collectively called "Oil"), asbestos, PCBs or hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA, CERCLA or any other Applicable Law (collectively called "Hazardous Materials"), including without limitation: ionization smoke detectors, ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, and refrigerant. Except as expressly disclosed pursuant to Section 11.2, the CLIENT represents and warrants that, to the best of its knowledge following due inquiry, there are no Hazardous Materials or Oil present where the Work is to be performed. SIEMENS will notify the CLIENT immediately if it discovers or reasonably suspects the presence of any previously undisclosed Oil or Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on the CLIENT's representations as set forth in this Article. The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a Facility where SIEMENS is to perform Work, or of contamination of the Facility by Oil or Hazardous Materials not previously disclosed pursuant to Section 11.2, shall entitle SIEMENS to suspend the Work immediately, subject to mutual agreement of terms and conditions applicable to any further Work, or to terminate the Work and to be paid for Work previously performed.
- 11.2 The CLIENT warrants that, prior to the execution of the Agreement, it notified SIEMENS in writing of any and all Oil or Hazardous Materials, to the best of its knowledge following due inquiry, known to be present, potentially present or likely to become present at the Facility and provided a copy of any Facility safety policies and information, including but not limited to lock-out and tag procedures, chemical hygiene plan, material safety data sheets, and other items covered or required to be disclosed or maintained by Applicable Law.
- 11.3 Regardless of whether Oil or Hazardous Material was disclosed pursuant to Section 11.2, the CLIENT shall be solely responsible for properly testing, abating, encapsulating, removing, disposing, remedying or neutralizing such Oil or Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 11.1, SIEMENS shall have the right to stop the Work until the Facility is free from Oil or Hazardous Materials. In such event, SIEMENS will receive an equitable extension of time to complete the Work, and compensation for delays caused by Oil or Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. The CLIENT shall sign any required waste manifests in conformance with all government regulations, listing the CLIENT as the generator of the waste. If someone other than the CLIENT is the generator of the waste, the CLIENT shall arrange for such other person to sign such manifests.
- 11.4 Except where expressly prohibited by Applicable Law, for separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CLIENT shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from the CLIENT's breach of, or failure to perform its obligations under this Article.
- 11.5 For purposes of this Article 11, in the context of the phrase "to the best of its knowledge following due inquiry"; "knowledge" means actual awareness of the facts by the CLIENT's directors, officers, employees or agents, or the presence of relevant information contained in the CLIENT's books or records; and, "due inquiry" means inquiry of those persons under the CLIENT's control who should have knowledge of the subject matter of such inquiry.
- 11.6 The provisions Articles 11.1 and 11.2 requiring the CLIENT to warrant certain knowledge concerning the presences of Hazardous Materials or Oil shall be applicable only to CLIENT-owned Facilities and no other Facility. The Parties acknowledge and agree that a portion of the Work will be done at private residences and commercial properties of which the CLIENT has no control nor knowledge of the conditions found therein.

Article 12

Miscellaneous Provisions

- 12.1 Notices between the Parties shall be in writing and shall be hand-delivered or sent by certified mail, express courier, or acknowledged telefax properly addressed to the appropriate party. Any such notice shall be deemed to have been received when delivered in-person or when sent by telefax, or five (5) business days subsequent to deposit in the U.S. mails, or one (1) day after deposit with express courier.

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- 12.2 SIEMENS shall not assign or transfer any rights or obligations under this Agreement without prior written consent of the CLIENT, except that SIEMENS may use subcontractors that are preapproved by CLIENT, which approval shall not be unreasonably withheld, in the performance of the Work or Services. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the CLIENT and SIEMENS without the express written consent of both Parties. SIEMENS shall be required to ensure that any of its subcontractors shall provide the insurance and indemnity to CLIENT set forth in Article 10 hereof and shall include such requirements in its contract with each subcontractor. If any subcontractor fails to provide said insurance or indemnity than SIEMENS shall be responsible therefor. All successors and assigns of the Parties are bound by the terms of this Agreement.
- 12.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and venue for any dispute shall be in the Circuit Court of Cook County, Illinois.
- 12.4 This Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the Work, the Services, and the termination of this Agreement.
- 12.5 In the event of any dispute arising under Sections 4.5, 4.9, 7.1, 7.4 or as referenced in 9.3 of this Agreement, the Parties' designated representatives shall attempt to resolve such dispute by negotiations. If these attempts are unsuccessful within twenty-one (21) days after either Party notifies the other of a dispute, then the Parties may submit such disputes to a third-party professional engineering firm that is mutually acceptable to the Parties for a non-binding determination. The Parties shall share equally the costs or fees for such firm in connection with such dispute resolution process. All disputes not so resolved and all other disputes arising under this Agreement shall be subject to attempts to resolve such dispute by negotiations. If such attempts are unsuccessful, such disputes are subject to all remedies at law or in equity and shall be submitted to the jurisdiction of the Circuit Court of Cook County. Each Party shall bear its own costs including attorney's fees.
- 12.6 SIEMENS' performance of the Work and Services is expressly conditioned on the Parties assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted by a Party to the other Party relating to the Work or Services, even if signed by the Parties, unless the written statement expressly indicates that such terms supersede the terms of this Agreement
- 12.7 Any provision of this Agreement found to be invalid, unlawful or unenforceable by a court of law shall be ineffective to the extent of such invalidity, and deemed severed herefrom, without invalidating the remainder of this Agreement. All other provisions hereof shall remain in full force and effect.
- 12.8 The waiver by a party of any breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof. No waiver shall operate or be effective unless made in writing and executed by the party to be bound thereby.
- 12.9 Prior to commencement of the Work, SIEMENS shall procure a performance and payment bond in the amount of 100% of the sum of the Contract Price s (the "Bond"). The Bond shall be in compliance with the Illinois Public Construction Bond Act, 30 ILCS 550/1, et seq. The performance and payment bond will solely apply to the Work performed during the Construction Period and to the required statutory lien filing period thereafter. The performance and payment bond will not apply to any of the obligations included in the Performance Assurance, Exhibit C. Furthermore, the CLIENT's funding source may be named as "Co-Obligee" on the performance bond if so requested by the CLIENT.

Article 13

Maintenance Services Program

- 13.1 If applicable, the scope of Services provided by SIEMENS for the Maintenance Services Program is stated in Exhibit A.
- 13.2 The CLIENT represents that all equipment located at a CLIENT-owned Facility and not installed by SIEMENS under this Agreement and subject to a MSP is in satisfactory working condition. SIEMENS will have inspected all such equipment within the first thirty (30) days of MSP commencement or no later than the first scheduled inspection. Testing and inspection will not be deemed to be complete until all such equipment has been so tested and inspected.

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- 13.3 If the equipment at a CLIENT-owned Facility is altered or moved by any person, including the CLIENT, other than SIEMENS or a person authorized by SIEMENS, the CLIENT shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at the CLIENT's expense.
- 13.4 If SIEMENS reasonably determines as a result of such inspection and/or testing that any equipment requires repair or replacement, the CLIENT will be so notified and shall take corrective action within thirty (30) days, or such equipment shall be removed from coverage hereunder without further action by the Parties. SIEMENS is not liable or responsible for the continued testing, maintenance, repair, replacement or operating capabilities of any portion of the equipment until it has been inspected and/or tested and has been, if necessary, restored to an acceptable initial condition at the CLIENT's sole expense. Any services provided by SIEMENS in the course of such restoration will be separately charged on a time and materials basis, and not included in fees paid hereunder. If individual items of equipment cannot, in SIEMENS' sole determination, be properly repaired or replaced due to age, obsolescence, lack of availability of refrigerant gas, halon gas, necessary parts, materials, compatibility or otherwise, or as a result of excessive wear or deterioration, SIEMENS may, within ten (10) days of such inspection, give written notice that it is withdrawing such items from coverage under the MSP and adjust the MSP payments due hereunder accordingly.
- 13.5 If the removal of equipment from coverage would compromise or impair the integrity of the Work, Services or compliance with law of any system, then SIEMENS will provide a written statement thereof for execution by the CLIENT. The CLIENT's failure to execute such statement within ten (10) days will void the MSP and release SIEMENS from any further obligations with respect to the MSP.
- 13.6 If the MSP scope of Services provides for equipment maintenance, repairs and/or replacements of equipment by SIEMENS, those Services are limited to restoring the proper working condition of such equipment. SIEMENS will not be obligated to provide replacement equipment that represents significant capital improvement compared to the original. Exchanged components become the property of SIEMENS, except Hazardous Materials, which under all circumstances remain the property and responsibility of the CLIENT.

Article 14

Freedom of Information Act Requests; Prevailing Wage

- 14.1 As soon as practicable, but no later than five (5) days after SIEMENS' receipt of the CLIENT's Notice to SIEMENS of the CLIENT's receipt of a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq. – herein "FOIA"), SIEMENS shall furnish all requested records in SIEMENS' possession which are in any manner related to this Agreement that SIEMENS is legally required to produce, including but not limited to any documentation related to the CLIENT and associated therewith, all in accordance with FOIA requirements. SIEMENS shall not apply any costs or charge any fees to the CLIENT or any other person, firm or corporation for its procurement and retrieval of such records in SIEMENS's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. To the extent SIEMENS claims that any information contained in any documents have been requested pursuant to FOIA is exempt from disclosure under FOIA, SIEMENS shall identify such information and explain the reasons for exemption within the five (5) day period described in this Section 14.1. SIEMENS shall defend, indemnify and hold harmless the CLIENT including its officials, agents and employees and shall pay all of the Costs of litigation to the extent the same is directly caused by SIEMENS withholding of information whose production is required pursuant to such FOIA request. As used herein, "in SIEMENS' possession" includes documents in the possession of any of SIEMENS' officers, agents, employees, subcontractors, assignees, and/or independent contractors, and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees, and any and all other expenses – whether incurred by the CLIENT or by SIEMENS.
- 14.2 Illinois Prevailing Wage Act. This Agreement calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates,

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please refer to the Department's website. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.