

**AGENDA**  
**GENERAL ADMINISTRATION & PERSONNEL COMMITTEE**  
**VILLAGE OF HOFFMAN ESTATES**  
**December 9, 2019**

*Immediately Following Planning, Building & Zoning Committee*

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

- I. Roll Call**
- II. Approval of Minutes – November 11, 2019**

**NEW BUSINESS**

- 1. Discussion regarding Legislative Update.
- 2. Request approval of 2020 Village Board and Standing Committees meeting schedule.
- 3. Request approval to enter into a Franchise Agreement between the Village of Hoffman Estates and Comcast of Illinois VI, LLC and Comcast of Illinois/West Virginia, LLC.
- 4. Request approval of a Resolution increasing compensation for Planning & Zoning Commission members and establishing compensation for Fire & Police Commission members.

**REPORTS (INFORMATION ONLY)**

- 1. Cable TV Monthly Report.
- 2. Human Resources Management Monthly Report.
- 3. Legislative Operations & Outreach Monthly Report (deferral requested).

- 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](http://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.*

**GENERAL ADMINISTRATION & PERSONNEL  
COMMITTEE MEETING MINUTES**

November 11, 2019

**I. Roll Call**

**Members in Attendance:**

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

**Management Team Members  
in Attendance:**

**James Norris, Village Manager  
Dan O'Malley, Deputy Village Manager  
Arthur Janura, Corporation Counsel  
Peter Gugliotta, Director of Planning  
Patti Cross, Asst. Corporation Counsel  
Patrick Seger, Director HRM  
Joe Weesner, Senior Trans. Engineer  
Suzanne Ostrovsky, Asst. to the Village Mgr.**

The General Administration & Personnel Committee meeting was called to order at 7:18 p.m.

**II. Approval of Minutes – October 14, 2019**

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve the General Administration & Personnel Committee meeting minutes of October 14, 2019. Voice vote taken. All ayes. Motion carried.

**NEW BUSINESS**

- 1. Request 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.**

An item summary sheet by Suzanne Ostrovsky was presented to Committee.

Ms. Ostrovsky provided brief comments on the request.

Motion by Trustee Gaeta, seconded by Trustee Stanton, 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. Voice vote taken. All ayes. Motion carried.

**REPORTS (INFORMATION ONLY)**

- 1. Cable TV Monthly Report**

The Cable TV Monthly Report was received and filed.

**2. Human Resources Management Monthly Report**

The Human Resources Management Monthly Report was received and filed.

**3. Legislative Operations and Outreach Monthly Report**

The Legislative Operations and Outreach Monthly Report was received and filed.

**III. President's Report**

**IV. Other**

**V. Items in Review**

**VI. Adjournment**

Motion by Trustee Mills, seconded by Trustee Pilafas, to adjourn the meeting at 7:20 p.m. and go into Executive Session for the purpose of Personnel Performance (5 ILCS 120/2-(c)-(1)). Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

\_\_\_\_\_  
Jennifer Djordjevic / Director of Operations  
& Outreach / Office of the Mayor and Board

\_\_\_\_\_  
Date

# COMMITTEE AGENDA ITEM

## VILLAGE OF HOFFMAN ESTATES

NB1

**SUBJECT:** Discussion regarding the legislative update fall veto session

**MEETING DATE:** December 9, 2019

**COMMITTEE:** General Administration & Personnel Committee

**FROM:** Matthew Galloway, Administrative Intern

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**PURPOSE:** To provide discussion and information on recent state legislation that may impact the Village of Hoffman Estates

**DISCUSSION:** On Nov. 14<sup>th</sup>, the 101<sup>st</sup> General Assembly concluded the annual fall veto session with action being taken on several important issues including pension consolidation, online sales tax, ethics reform, and adult use cannabis. Please refer to the attached Illinois Municipal League 2019 veto summary for a comprehensive overview of the actions taken during the 101<sup>st</sup> General Assembly fall veto session.

### State Legislation

**SB 1300: Downstate Fire and Police Pension Consolidation**

Sponsor: Rep. Hoffman, Sen. Castro

IML Position: Support

Status: Passes Both Houses

Amends the Illinois Pension Code. Creates the Police Officers' Pension Investment Fund and the Firefighters' Pension Investment Fund. Provides for the transfer of the assets and investment authority of downstate police and downstate firefighter pension funds to the Police Officers' Pension Investment Fund and the Firefighters' Pension Investment Fund. Contains provisions concerning the composition of the board of the investment funds; powers and duties; reporting and recordkeeping; auditing of downstate police and downstate firefighter funds; management of investments; and rulemaking. Reduces the amount of training required for trustees under the Downstate Police and Downstate Firefighter Articles. Makes changes to the calculation of certain survivor's benefits for Tier 2 police and firefighters, the calculation of "final average salary" for Tier 2 police and firefighters, and to the limitation on salary applicable to Tier 2 police and firefighters. Effective January 1, 2020.

**SB 0119: Online Sales Tax Cleanup**

Sponsors: Rep. Zalewski, Sen. Steans

IML Position: Support

Status: Sent to the Governor

Creates the Second FY2020 Budget Implementation Act. Provides that the purpose of the Act is to make additional changes to State programs that are necessary to implement the enacted State budget for FY2020. Amends the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, and the Retailers' Occupation Tax Act. Amends the Illinois Municipal Code. Provides that the municipal motor fuel tax shall be imposed as a retailers' occupation tax on the occupation of selling motor fuel. Contains administrative provisions for the collection of the municipal motor fuel tax. Contains provisions concerning marketplace facilitators. Effective immediately, except that certain provisions take effect January 1, 2020.

**SB 1557: Cannabis Act Cleanup**

Sponsors: Rep. Villanueva, Sen. Steans

IML Position: Support

Status: Passed Both Houses

Amends the Cannabis Regulation and Tax Act. Amends the Use Tax Act, the Service Use Tax Act. Amends the Counties Code and the Illinois Municipal by making changes regarding an ordinance or resolution imposing or discontinuing a cannabis retailers' occupation tax or effecting a change in the rate of such a tax as well as technical matters. Amends the Savings Bank Act regarding a savings bank or holding company providing financial services to a cannabis-related legitimate business. Amends the Smoke Free Illinois Act regarding the consumption of cannabis. Amends the Illinois Vehicle Code regarding validated roadside chemical tests, the DUI Cannabis Task Force, and other matters. Effective immediately.

**SB 1784: Public Union – Janus Case – Provisions**

Sponsors: Rep. Hoffman, Sen. Harmon

IML Position: Oppose, Preemption Bill

Status: Passed Both Houses

Provides that an employer is required to furnish the exclusive bargaining representative with a complete list of the names and addresses of the public employees in the bargaining unit at least once each month. Provides that the employer shall not discourage employees or applicants from becoming or remaining union members

or authorizing dues deductions, and shall not otherwise interfere with the relationship between employees and their exclusive bargaining representative. Provides that the employer shall refer all inquiries about union membership to the exclusive bargaining representative, with certain exceptions. Provides that the employer may not disclose certain personal information with respect to any employee, except to that employee's exclusive representative. Contains provisions concerning the collection of dues. Amends the Illinois Pension Code. Prohibits the disclosure of certain personal information regarding participants and members. Effective Immediately.

**SB 1639: Personnel – State Residents**

Sponsors: Rep. Harris, Sen. Steans

IML Position: N/A

Status: Passed Both Houses

Amends the Personnel Code. Provides that no person may be appointed from any eligible list unless that person becomes a resident of the State of Illinois within 3 months from the first day of employment.

**HJR 0093: Joint Commission – Ethics**

Sponsor: Rep. Harris, Sen. Castro

IML Position: N/A

Status: Adopted by Both Houses

Creates the Joint Commission on Ethics and Lobbying Reform to review and make recommendations for changes to the State Officials and Employees Ethics Act, the Illinois Governmental Ethics Act, the Lobbyist Registration Act, the Public Officers Prohibited Activities Act, and Article 50 of the Illinois Procurement Code.

**Attachments: Illinois Municipal League Statehouse Briefing: Veto Summary  
NWMC Legislative Update: 11-15-2019**



## NWMC LEGISLATIVE UPDATE

November 15, 2019

### *Legislature Approves Public Safety Pension Consolidation; NWMC Updates Financial Analysis*

This week, the General Assembly overwhelmingly approved public safety pension fund consolidation Senate Bill 1300 (Rep. Jay Hoffman, Sen. Cristina Castro) by a 96-14-3 margin in the House and 42-12 margin in the Senate. SB 1300 includes the recommendations of the Governor's Illinois Pension Consolidation Feasibility Task Force report that had been previously introduced as Senate Bill 616 - Senate Floor Amendment 1. SB 1300 establishes the Firefighters' Pension Investment Fund and the Police Officers' Pension Investment Fund for the purposes of investing funds for the nearly 650 local public safety pension funds. The bill also includes the following Tier 2 pension benefit enhancements: increasing the growth rate of the pensionable salary cap from the current lessor of 3% or ½ of CPI-U to the lessor of 3% or CPI-U; increasing the final average salary calculation from the current average of the highest 8 out of most recent 10 years of salary to the average of the highest 4 out of the most recent 5 years; and, reverting the survivor benefit back to the Tier 1 level. Each fund is authorized to borrow up to \$7.5 million from the Illinois Finance Authority for the cost of establishing the funds and other transition costs.

SB 1300 included a number of substantive changes from the previously agreed SB 616, including: advancing the effective date to January 1, 2020; shortening the timeframe for the permanent governing boards to be elected and seated from 30 months to one year; and, changing the composition of the governing boards from the successful Illinois Municipal Retirement Fund model of an equal number of management and labor representatives to a new structure with four management and five labor representatives on the boards.

#### ***They'll Be Back***

The General Assembly begins its 2020 spring session on Tuesday, January 28. The next day Governor Pritzker will deliver the State of the State address to a joint session of the General Assembly.

Both chambers have set a February 14 deadline to introduce substantive bills, March 27 as the deadline to advance bills out of committee and April 24 as the third reading deadlines.

Under the new board structures, actuarial and financial related decisions will require a supermajority of six votes while all other decisions will require a simple majority. Because there are a number of other major decisions (including: hiring an executive director; determining legislative positions; utilizing lobbying and other services; and, determining when to initiate the diversion of municipal revenues) that can be made without any management votes in support, the Conference took "no position" on SB 1300 after previously supporting SB 616.

The Conference has updated our analysis of the potential financial implications of the bill to include the changes adopted in SB 1300. Most significantly, because the new effective date and shorter transition period, we estimate that higher investment returns will begin phasing in by 2023 and that the full benefit of the consolidated funds will be experienced by 2025. We estimate that the combined Conference membership could potentially

experience increased investment returns of between \$378 million and \$693 million by 2029, with the bulk of that (88%) being realized between 2025 and 2029 when the funds are expected to achieve their full growth potential.

The Tier 2 changes will offset a portion of the increased returns. To fund the Tier 2 changes, Conference communities are projected to experience increased actuarially required contributions of \$83.1 million between 2020 and 2029. For the first three years (2020-2022), these increased contributions will total approximately \$18.6 million over and above the already increasing pension obligations. By 2023, the increase in investment returns will begin to offset these higher pension contributions. Even accounting for the Tier 2 increases, Conference communities are expected to come out between \$295 million and \$610 million ahead by 2029.

The Conference thanks *Barrington Village President Karen Darch* and Illinois Municipal League Director Brad Cole for their work on the Governor's task force to make pension fund consolidation a reality. We also thank *Hoffman Estates Mayor Bill McLeod* and *Trustee Gary Stanton* for traveling to Springfield this week to advocate for consolidation.

### ***Other Legislation That Advanced This Week***

In addition to the passage of Senate Bill 1300, several bills affecting municipalities did pass the General Assembly during the veto session.

Senate Bill 119 (Sen. Heather Steans, Rep. Michael Zalewski) is a budget implementation bill making various changes related to the implementation of the state's fiscal year 2020 budget. The bill makes technical changes to a variety of revenues, most notably the Motor Fuel Tax (MFT) and taxes associated with future online sales tax collections.

Senate Bill 730 (Sen. Melinda Bush, Rep. Ann M. Williams) makes several changes to the Illinois Governmental Ethics Act. Of interest to municipalities is the provision building off of Public Act 101-221, requiring a local government's chief administrative officer to certify to the county clerk, on or before February 1 of each year, the list of names and addresses of person that are required to file statement of economic interest. The bill clarifies that the list of names should be furnished annually on a specific date.

Senate Bill 1557 (Sen. Heather Steans, Rep. Celina Villanueva) makes changes to the Cannabis Regulation and Tax Act. Significant to municipalities are technical changes to enactment of a Municipal Cannabis Retailers' Occupation Tax. As spelled out in the bill, if a municipality imposes a tax before April 1, 2020, the Illinois Department of Revenue will administer and enforce that tax on July 1, 2020.

Senate Bill 1784 (Sen. Don Harmon, Rep. Jay Hoffman) requires a public employer to furnish a complete list of public employees in a bargaining unit at least once each month to the exclusive bargaining representative. The bill goes on to require that employers provide "reasonable access" to employees in the bargaining unit.

Senate Bill 1881 (Sen. Michael Hastings, Rep. Michael Zalewski) creates the Local Government Revenue Recapture Act, which provides that a municipality or county may contract with a third party for the purpose of attempting to ensure that taxes are being properly collected and distributed. The third party can be eligible to receive financial information if certain provisions are met.





*November 14, 2019*

This special edition of the *Statehouse Briefing* provides a review of the actions taken during the final week of the fall veto session. Topics from the last three days of session included downstate public safety pension fund reform and consolidation, online sales tax, adult-use cannabis and other issues of municipal interest.

The General Assembly has adjourned their fall veto session and will return on January 28, 2020, to start the 2020 spring legislative session.

### **General Assembly Passes Pension Consolidation Legislation**

On November 14, 2019, the General Assembly passed SB 1300 (Sen. Castro, D-Elgin/Rep. Hoffman, D-Swansea). This legislation represents the culmination of more than a decade of work by the Illinois Municipal League (IML), and consolidates the investments of the state's more than 650 downstate public safety pension funds. Across Illinois, communities that face a crisis with funding public safety pension funds will now begin to see some relief.

IML Executive Director Brad Cole and mayors from across the state joined Governor JB Pritzker applauding the passage of this long-sought goal of investment consolidation. Our gratitude goes to the IML Board of Directors and countless municipal officials from across the state, all of whom have directed, supported, encouraged and been involved with this issue in recent years.

IML's press release on the passage of the legislation is available via this link.

The Governor's press release on this issue is available via this link.

This legislation was the result of a compromise that, while not ideal, incorporates the consolidation of investment funds into two statewide funds. **IML's work is not done on pension reform.** We will continue to work on issues of importance to municipal leaders in the upcoming spring legislative session and we are committed to ensuring the smooth implementation of the legislation just adopted.

IML's goal in supporting the reform and consolidation of these funds was to ensure certainty to retirees and reduce costs for taxpayers. IML thanks Governor JB Pritzker and the bill sponsors for their leadership and willingness to address this important issue during the fall veto session. Thanks to the commitment of our membership and the support of affected labor organizations, members of the General Assembly and other interested parties, this legislative priority of investment consolidation will become a reality.

IML will provide further guidance and information on this legislation as it becomes available.

### **Online Sales Tax Clean-Up Legislation Passes**

The General Assembly also addressed the new online sales tax law which originally passed in the spring. After the spring session, it became clear that there were significant drafting errors in the legislation that would need to be fixed during the fall veto session in order to be implemented as intended. Those fixes were filed in SB 119 (Sen. Steans, D-Chicago/Rep. Zalewski, D-Riverside) as a result of the strong partnership between IML and the Illinois Retail Merchants Association (IRMA), and passed the Illinois General Assembly on November 14.

IML has an updated fact sheet (available via this link) incorporating the changes from the legislation.

### **Adult-Use Cannabis Legislation Addresses Municipal Issues**

Shortly after the end of the spring legislative session, IML directly engaged with the sponsors of the new adult-use cannabis law highlighting changes that need to be made in follow-up legislation to address outstanding issues of municipal concern. IML's requests included technical changes to ensure municipal revenues from the new municipal excise tax are received by the municipality and changes to protect employers' rights in ensuring a drug free workplace.

Both of those requests were granted in the legislation (SB 1557 – Rep. Villanueva, D-Chicago/Sen. Steans, D-Chicago), which IML supported, and was passed during the fall veto session. IML's fact sheet on the Adult-Use Cannabis (available via this link) has been updated to reflect the new legislation. IML will provide updated resources on the new law and will make members aware when those resources are available; for more information now, see [iml.org/cannabis](http://iml.org/cannabis).

### **Labor Response to *Janus* Decision Passes General Assembly**

On November 13, the General Assembly passed SB 1784 (Sen. Harmon, D-Oak Park/Rep. Hoffman, D-Belleville), which includes new requirements for public employers to furnish employee information to a union bargaining representative, prohibits employers from disclosing certain employee information to non-union bargaining representatives, mandates workplace and employee access to union representatives and codifies union dues collection procedures. IML opposed the legislation due to the multiple new unfunded mandates placed on municipalities.

In response to the legislation, IML will soon be distributing guidance outlining the new requirements municipalities must meet in order to comply with the new law.

### **Other Legislative Issues of Note**

The General Assembly passed legislation to strengthen the Illinois Works Jobs Program Act as provided for in Public Act (P.A.) 101-0031 (available via this link) by allowing "Emergency Rules" to be implemented as well as making other changes to the Act. An initiative of the Governor's Office, SB 177 (Harris, D-Dolton/Davis, D-East Hazel Crest) makes multiple changes to the Act, including requiring the Illinois Department of Central Management Services to develop a model for social scientific disparity study sourcing for local government units to adopt and implement, to address regional disparities in public procurement, by December 1, 2022.

One of the final actions taken by the General Assembly during the fall veto session was the passing of new ethics legislation (SB 1639 – Sen. Steans, D-Chicago/Rep. Harris, D-Chicago). Among other things, the bill amends the Lobbyist Registration Act to require lobbyists to disclose if they are elected officials or lobby a local government that requires registration. The legislation also requires lobbyists to not only disclose their own clients, but also the clients of any lobbyist who has contracted them to lobby.

Additionally, the General Assembly passed HJR 93 (Rep. Harris, D-Chicago/Sen. Castro, D-Elgin) that creates a joint commission to review and make additional recommendations for changes to the State Officials and Employees Ethics Act, the Illinois Governmental Ethics Act, the Lobbyist Registration Act and the Public Officers Prohibited Activities Act.

NB2

# COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

**SUBJECT:** Discussion regarding 2020 Village Board and Standing Committees meeting schedule

**MEETING DATE:** December 9, 2019

**COMMITTEE:** General Administration & Personnel

**FROM:** James H. Norris, Village Manager

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**PURPOSE:** To provide discussion regarding the 2020 Village Board and Standing Committees meeting schedule.

**DISCUSSION:** Staff conducted a review of major religious holidays as well as national holidays celebrated by the Christian, Islamic and Jewish faiths fall on the dates of scheduled 2020 Village Board and Standing Committee meetings, which may hinder public attendance.

In 2020, only Yom Kippur (September 28) falls on a scheduled 2020 Standing Committee date so the meeting can be moved to prior to the Village Board meeting on September 21.

The following national holidays fall on scheduled meeting dates:

Memorial Day – May 25, 2020

Labor Day – September 7, 2020

Ordinance No. 4212-2010 designates that legal holidays be held the following Monday after the legal holiday.

Due to Memorial Day on May 25, 2020, the Committee meetings that evening can be moved to Tuesday, May 26, or June 1 (before the Board meeting), whatever the Board desires.

Also, because Labor Day is Monday, September 7, this Village Board meeting could be rescheduled to Tuesday, September 8 or after Committees on Monday, September 14, whatever the Board desires.

Staff has also compiled a list of conferences that the Mayor and Board of Trustees often attend that fall on Mondays:

1. National League of Cities – March 8-11, 2020

The March 9 Committees can be moved prior to the Board meeting on March 16.

2. ICSC Conference – May 17-19, 2020

The May 18 Board meeting can follow Committees on May 11.

3. U.S. Conference of Mayors – June 12-15, 2020

The June 15 Board meeting can be moved prior to the Committee meetings on June 22, 2020.

For the last several years, the Village Board has approved a summer meeting schedule that consists of summer Board and Standing Committee meetings occurring on the 1<sup>st</sup> and 3<sup>rd</sup> Mondays of the month in July and August, with no 2<sup>nd</sup> and 4<sup>th</sup> Monday meetings. For July meetings, the dates would be July 6 and July 20. For August meetings, the dates would be August 3 and August 17.

**RECOMMENDATION:** Staff recommends scheduling Village Board and Standing Committee meetings for 2020 as follows:

<u>Village Board</u>	<u>Standing Committees</u>
January 6, 20	January 13, 27
February 3, 17	February 10, 24
March 2, 16	March (16*), 23
April 6, 20	April 13, 27
May 4, (11*)	May 11, (May 26* or June 1*)
June 1, (22*)	June 8, 22
July 6, 13	July 6, 13
August 3, 17	August 3, 17
September 8, 21	Sept. 14, (21*)
October 5, 19	October 12, 26
November 2, 16	November 9, 23
December 7, 21	December 14

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

NB3

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request approval to enter into a Franchise Agreement between the Village of Hoffman Estates and Comcast of Illinois VI, LLC and Comcast of Illinois/West Virginia, LLC.

**MEETING DATE:** December 9, 2019

**COMMITTEE:** General Administration and Personnel

**FROM:** Suzanne Ostrovsky, Assistant to the Village Manager  
Ric Signorella, Cable Television Coordinator

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**PURPOSE:** Request approval to enter into a Franchise Agreement between the Village of Hoffman Estates and Comcast of Illinois VI, LLC and Comcast of Illinois/West Virginia, LLC.

**BACKGROUND:** The Village entered into a 10-year cable television franchise agreement with Comcast in August 2009. For purposes of renegotiation, the Village once again participated in the Regional Cable Group (RCG), a cooperative that includes the communities of Hoffman Estates, Palatine, Buffalo Grove, Elk Grove Village and Rolling Meadows. RCG contracted with cable consultant Stu Chapman of Municipal Services Associates, Inc., who assisted in the process. While the existing franchise agreement expired in August 2019, the parties continued to negotiate in good faith while preserving the terms and conditions of the expired agreement. Negotiations took place over the course of a year and were completed in November 2019.

**DISCUSSION:** The draft franchise agreement is largely based on a template originated by the Metropolitan Mayors Caucus in 2010, which has been utilized throughout the state of Illinois. RCG reviewed a number of recently-completed franchise agreements within the region, as well as nationally, to ensure that the terms the group was offered were consistent with best practices and current technology. Attached is a memo from Mr. Chapman which highlights the key provisions of the new 10-year agreement. The attached draft franchise agreement has been reviewed and approved by Corporation Counsel.

**FINANCIAL IMPACT:** Consistent with the expiring agreement, franchise fees remain at 5% of Gross Revenues, paid quarterly. The actual franchise fees received may fluctuate and are likely to be impacted by streaming and other advances in technology over the 10-year term. For reference, the Village has received \$555,000 in franchise fees over the past four quarters (4Q 2018 through 3Q 2019).

**FINANCIAL IMPACT (CONTINUED):**

Per the terms of the draft agreement, the Village would have the option to increase its existing Public, Educational and Governmental capital fee (“PEG fee”) from \$0.35 to up to \$1.00 per subscriber, per month. The Village utilizes its Comcast PEG fees for capital upgrades to its cable equipment; the approved FY2020 budget calls for \$60,000 in PEG-eligible expenses, including upgrades to the Hennessy Room audio-visual equipment and replacement of video systems. The Village has been collecting PEG fees from Comcast subscribers since 2010 at an average of \$40,000 per year. As of year-end 2020, the PEG fee balance is projected to be (\$71,770). While the balance fluctuates, it has remained negative over the 10-year history. For this reason, once the new franchise agreement is in place, the Village may consider increasing PEG fees in an effort to make itself whole on these capital costs.

**RECOMMENDATION:**

Request approval to enter into a Franchise Agreement between the Village of Hoffman Estates and Comcast of Illinois VI, LLC and Comcast of Illinois/West Virginia, LLC.

Attachments

# **MSA MUNICIPAL SERVICES ASSOCIATES, INC.**

## **HIGHLIGHTS OF THE PROPOSED RENEWED CABLE FRANCHISE AGREEMENT WITH COMCAST OF ILLINOIS VI, LLC AND COMCAST OF ILLINOIS/WEST VIRGINIA, LLC**

**November 25, 2019**

The Regional Cable Group, has reached a final draft franchise agreement with Comcast that is submitted for the consideration of your municipality's Village Board of Trustees, or City Council. The following points are highlights of the Agreement.

**Term:** The proposed term of the Agreement is 10 years ending in 2029 or early 2030. Under current federal law governing franchise renewals, Comcast may start the renewal process thirty-six months before the conclusion of the franchise, which would be in December 2026 or January 2027. The term of the current agreement was 10 years.

**Gross Revenues:** The definition of Gross Revenues will be expanded. Under the prior agreement, the definition listed several specific sources of gross revenues from which franchise fees are derived. Although these sources were not exclusive, some sources have changed since the current agreement was enacted 10 years ago. The new definition allows for gross revenues to be derived from any lawful cable service carried over the cable system, and only specifies categories of exclusions.

**Franchise Fees:** Franchise fees remain at 5% of Gross Revenues, however, as noted above, the revenue base may be larger as new services that are cable services expand. However, the expanded base may wind up partially or totally offsetting declining subscriber numbers lost to "Cord cutters" that stream video services. Franchise fees may be audited under procedures established under Illinois State Statutes (65 ILCS 5/11-42-11.05 - Municipal Franchise Fee Review; Requests for Information)

**Right-of-Way:** The proposed Franchise Agreement continues to be subject to the conditions and regulations established by your municipality's Right-of-Way Ordinance. A clause in the Agreement regarding Emergency Removal of Plant has been deleted in favor of the language of the Right-of-Way Ordinance, however, it is recommended that the Right-of-Way Ordinance language be clarified to apply to all users of the Right-of-Way with regard to removal cost issues.

3 Golf Center, # 311 • Hoffman Estates, Illinois 60169  
TEL-847-882-7773 FAX-847-310-9275 MOBILE-847-867-6117  
E-Mail: [MSASchapman@cs.com](mailto:MSASchapman@cs.com)  
[www.msatelecom.com](http://www.msatelecom.com)



**PEG Access:** PEG access channels are specifically identified as Channels 6 and 18. Although both channels will be owned by Comcast, Channel 6 will be operated by your municipality, and may use Channel 18 for additional programming from the municipality, School Districts, the Park District, or any other unit of government, including Harper College, and Roosevelt University.

**HD PEG Channel:** The Agreement establishes a "Pathway" toward implementing HD programming over Channel 6 and Channel 18 by 2023, or sooner. The Pathway includes annual meetings to discuss benchmarks listed below which must be met by Comcast and the municipality:

- The status of the municipality's preparedness to produce and cablecast the PEG Access Programming in HD, taking into consideration the amount of PEG programming being produced in HD versus standard definition (SD);
- The proportion of channels cablecast in SD versus HD; and
- The percentage of HD subscription penetration across the Grantee's subscriber base.

After the 4<sup>th</sup> anniversary of the Franchise Agreement, Comcast will migrate the SD PEG channel(s) to HD if the following conditions are met:

- The municipality is capable of producing and transmitting PEG programming in HD. (Regional Cable Group communities are capable of producing and streaming Channel 6 programming in HD presently.)
- 50 percent of channels comprising the Basic Cable Service Tier are cablecast in HD; and
- The percentage of HD subscription penetration across the Grantee's subscribers is equivalent to 80 percent.

If all of the conditions have been met, Comcast will have up to one year to transition the PEG channel to HD.

**PEG Channel Relocation:** If either Channel 6 and/or Channel 18 are to be relocated, Comcast will provide the municipality at least ninety (90) days prior advance notice, and will cooperate with the municipality to notify subscribers of the change in the channel(s) number. The foregoing will not apply to changes that are beyond Grantee's control.

**PEG Financial Support:** Although your municipality may not rely on pass-through funds from subscribers for PEG capital support, the current agreement allows for a ceiling of \$.35/subscriber/month. The proposed Agreement sets a ceiling of \$1.00/subscriber/month which is at the discretion of the municipality if it wants Comcast to collect the funds. These funds can only be used for capital equipment, and not for salaries, maintenance, or benefits. If funds are sought, the municipality must provide Comcast a capital plan or capital budget that identifies how funds may be spent.

**CABLE TELEVISION FRANCHISE AGREEMENT  
BY AND BETWEEN  
The  
VILLAGE OF HOFFMAN ESTATES  
And  
COMCAST OF ILLINOIS VI, LLC AND COMCAST  
OF ILLINOIS/WEST VIRGINIA, LLC.**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Village of Hoffman Estates, Illinois (hereinafter, the “Village”) and Comcast of Illinois VI, LLC and Comcast of Illinois/West Virginia, LLC (hereinafter, “Grantee”) this \_\_\_ day of January, 2020 (the “Effective Date”).

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the Village’s home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

**SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

“Basic Cable Service” has the meaning set forth in 47 U.S. Code § 522.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

“Cable Service” or “Service” means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers

within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois VI, LLC and Comcast of Illinois/West Virginia, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Village’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5 Cir. 1997), and the amounts collected from non-Subscriber revenues in accordance with the Court of Appeals

decision resolving the case commonly known as the “Pasadena Decision,” City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001), and In re: Texas Coalition of Cities for Utility Issues v. F.C.C., 324 F.3d 802 (5th Cir. 2003).

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.

“PEG Capital Fee” means those fees described in Section 622(c) of the Cable Act (47 U.S.C. §542 (c)).

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

“Public, Educational and Governmental (PEG) Access Channel” shall mean a video Channel designated for non-commercial use by the Village, the public, and/or educational institutions such as public or private schools, (but not “home schools”), community colleges, and universities.

“Public, Educational and Government (PEG) Access Programming” shall mean non-commercial programming produced by any Village residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channel of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

“Public Way” shall mean, pursuant and in addition to the Village’s Right of Way Ordinance (Chapter 18 “Construction of Utility Facilities in the Public Rights-of-Way” of the Municipal Code of the Village of Hoffman Estates, Illinois), the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

“Standard Installation” means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“Village” means the Village of Hoffman Estates, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Village Code” means the Municipal Code of the Village of Hoffman Estates, Illinois.

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## **SECTION 2: Grant of Authority**

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Illinois Constitution, and Ordinance No. \_\_\_\_\_ approving and authorizing the execution of this Agreement, the Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to authorize the use of Public Ways for public purposes or to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated or enforceable by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

### 2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

## **SECTION 3: Construction and Maintenance of the Cable System**

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Chapter 18 "Construction of Utility Facilities in the Public Rights-of-Way" of the Municipal Code of the Village of Hoffman Estates, Illinois as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days' notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

**SECTION 4: Service Obligations**

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The Village and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. The Village must be authorized to activate the EAS through the appropriate EAS plan.

4.8. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Sections 14-4-1 and 14-4-2 of the Municipal Code of the Village of Hoffman Estates, Illinois (Customer Service and Privacy Protection Law). Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

## **SECTION 5: Oversight and Regulation by Village**

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), and the Village actually proposes to increase the Franchise Fee in exercise of such authority, the Village may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice



from the Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 65 ILCS 5/11-42-11.05(k), the Village shall provide on an annual basis, a complete list of addresses within the corporate limits of the Village. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors if Grantee used a reasonable methodology to assign the address or addresses to a municipality.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and

cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Village from and against any claims arising from the Village's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

#### **SECTION 6: Transfer of Cable System or Franchise or Control of Grantee**

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

#### **SECTION 7: Insurance and Indemnity**

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of

insurance in accordance with Chapter 18-3-6 of the Village's Municipal Code (Construction of Utility Facilities in the Public Rights-of-Way).

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the Village. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

#### **SECTION 8: Public, Educational and Governmental (PEG) Access**

8.1. **PEG Capacity.** The Grantee shall provide capacity for the Village's noncommercial Public, Educational and Governmental Access ("PEG") Programming through two Channels (the "Channels") on the Grantee's Cable System. Unless otherwise agreed to by the Village and the Grantee to the extent required by applicable law, the Channels may be carried on the Grantee's basic digital service tier. The Village's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. As of the Effective Date of this agreement, the PEG channels described in Section 8.1 have been assigned to channel 6 and 18 on the Basic Cable Service Tier on the Grantee's Cable System.

8.3. **Relocation.** During the term of this Franchise Agreement, if Grantee desires to change the location of the PEG channels from that listed in Section 8.2, above, the Grantee shall exercise good faith efforts to give the Village at least ninety (90) days prior notice of such relocation. The Grantee shall cooperate with the Village to notify subscribers of the change in the channel(s) number. The foregoing shall not apply to changes that are beyond Grantee's control, such as a television station under federal law requiring carriage on a channel currently used by a PEG channel.

8.4. Rules and Procedures for Use of the PEG Access Channels. The Village shall be responsible for establishing, and thereafter enforcing, rules for the non-commercial use of the PEG Access Channels and to promote the use and viewership of the Channel.

8.5. Allocation and Use of the PEG Access Channels. The Grantee does not relinquish its ownership of Channels by designating them for PEG use. However, the PEG Access Channels are, and shall be, operated by the Village. The Village shall adopt rules and procedures under which Grantee may use the PEG Access Channels for the provision of Video Programming if the PEG Access channels are not being used for their designated purposes pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.6. Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Access Channels except as permitted by 47 U.S.C. §531(e).

8.7. Origination Point. At such time that the Village determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG Access Programming originated from Schools and/or Village facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the Village determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time but not longer than sixty (60) days. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time but not longer than one hundred twenty (120) days; unless another timeline is agreed to by both parties.

8.8. PEG Signal Quality. Provided the PEG signal feed is delivered by the Village to the designated signal input point without material degradation, the PEG Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.9. PEG Capital Support. At its sole discretion, the Village may designate a PEG access capital project to be funded by the Village as set forth herein. The Village shall send written notice of the Village's desire for Grantee to collect as an external charge a PEG Capital Fee of up to One Dollar (\$1.00) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment and the Grantee shall have the opportunity to review and make recommendations upon the Village's plan prior to agreeing to collect and pay to the Village the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, as long as any funds remaining at the end of the term of this Agreement shall be

credited to PEG Capital obligations in the subsequent Franchise. Moreover, if the Village chooses to borrow from itself or a financial institution, revenue for large PEG capital purchases or capital expenditures, the Village shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the Village's written request.

8.9.1. For any payments owed by Grantee in accordance with this Section 8.9 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the PEG Capital Fee liability otherwise accruing under this section.

8.9.2. Grantee and Village agree that the capital obligations set forth in this section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

#### 8.10. PEG HD Programming

8.10.1. Annual Meeting to Discuss PEG High-Definition Programming. In recognition of the Village's interest in the future distribution of the PEG Channel(s) in high-definition (HD), the Grantee will meet with the Village on an annual basis to discuss:

- (i) the status of the Village's preparedness to produce and cablecast the PEG Access Programming in HD, taking into consideration the amount of PEG programming being produced in HD versus standard definition (SD);
- (ii) the proportion of channels cablecast in SD versus HD; and
- (iii) the percentage of HD subscription penetration across the Grantee's subscriber base.

8.10.2. PEG Channel Migration from SD to HD. On or after the fourth anniversary date of this Franchise Agreement, the Village shall migrate PEG Access Programming from SD to HD, but only if all of the following conditions have been met and notice has been given in writing:

- (i) the Village is capable of producing and transmitting PEG programming in HD.
- (ii) 50 percent of channels comprising the Basic Cable Service Tier are cablecast in HD; and
- (iii) the percentage of HD subscription penetration across the Grantee's subscribers is equivalent to 80 percent.

For purposes of this Agreement, an HD signal refers to a television signal delivering picture resolution of 720p or 1080i. For the first PEG Channel transitioned to HD, the Channel must

include a minimum of five hours per day, seven days per-week of HD PEG programming. For the purpose of calculating this condition, any networks which are simulcast in HD and SD shall be counted as only one channel.

8.10.3. Transition Period. If all of the conditions above have been met, then the Grantee will be provided up to one (1) year to transition the PEG programming on the eligible PEG Channel to HD.

8.10.4. No Dual Broadcasts. In no instance shall the PEG Channels be cablecast in both SD and HD.

8.10.5. Status as of Fourth Anniversary. In the event the metrics in this Section 8.10 have not been met by the Grantee or by the Village by the fourth anniversary of this Franchise Agreement, then the party that has not met its metrics shall give, upon request of the other party, written notice within 30 days whether it has reached attainment or completion of such condition. For example, the Village shall give notice to the Grantee for criterion 8.8.2(i) and the Grantee shall give notice to the Village for criteria 8.8.2(ii) and (iii).

8.11. Village Operation and Control of HD PEG Channels. Consistent with Section 8.5 of this Franchise Agreement, the Grantee does not relinquish its ownership of a PEG Channel by migrating the channel to HD and the standards of Section 8.5 of this Franchise Agreement apply to HD PEG Channels.

8.12. Grantee Use of Unused Time. Because the Village and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the Village does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation by the Village upon no less than sixty (60) days' notice. Except as otherwise provided herein, the programming of the PEG Access Channel with text messaging, or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on a PEG Access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

## **SECTION 9: Enforcement of Franchise**

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by

nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. **Enforcement.** Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

9.4. **Remedies Not Exclusive.** In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the Village as Sections 14-4-1 and 14-4-2 of the Municipal Code of the Village of Hoffman Estates, Illinois; and, pursuant to Section 3.1 of this Franchise Agreement and Chapter 18 of the Municipal Code of Village of Hoffman Estates, Illinois, to enforce the Grantee's compliance with the Village's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

9.5 Failure to Enforce Franchise Agreement. The Grantee shall not be excused from complying with any of the terms and conditions of this Franchise Agreement by any failure of the Village upon any one or more occasions, to insist upon the Grantee's performance or to seek Grantee's compliance with any one or more of such terms or conditions.

**SECTION 10: Miscellaneous Provisions**

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

Village of Hoffman Estates  
1900 Hassell Road  
Hoffman Estates, IL 60169  
ATTN: Cable TV Coordinator

To the Grantee:

Comcast  
1500 McConnor Parkway  
Schaumburg Illinois 60173  
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this section

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections



2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, shall maintain to the maximum extent possible the original intent of the Agreement, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

10.12. Failure to Execute. Notwithstanding anything to the contrary, this Franchise Agreement shall be of no force or effect unless executed by all Parties on or before March 31, 2020.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For the Village of Hoffman Estates:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**For Comcast of Illinois VI, LLC:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**For Comcast of Illinois/West Virginia, LLC:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# COMMITTEE AGENDA ITEM

## VILLAGE OF HOFFMAN ESTATES

NB4

**SUBJECT:** Increase in Compensation for Planning & Zoning Commission members and Establishing Compensation for Fire & Police Commission members

**MEETING DATE:** December 11, 2019

**COMMITTEE:** General Administration & Personnel

**FROM:** James H. Norris, Village Manager

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**PURPOSE:** Request approval of a Resolution increasing compensation for Planning & Zoning Commission members and establishing compensation for Fire & Police Commission members.

**BACKGROUND:** As chairman of the Public Health & Safety Committee and liaison to the Fire & Police Commission, Trustee Gaeta raised the issue of the amount of time Fire & Police Commission members put in to their positions to help the Village hire, promote and occasionally discipline both sworn Fire Department and Police Department employees.

**DISCUSSION:** Based on Trustee Gaeta's questions, staff conducted a survey through the NWMC regarding municipal compensation of Boards & Commissions members. Of the over 40 members of the NWMC, 26 responded to the survey and of those, 7 including Hoffman Estates, provide some form of compensation at minimum to their Planning & Zoning Commission and to the Fire & Police Commission. Attached is the survey for your review.

After discussion with both Trustee Gaeta and Mayor McLeod, and review of compensation provided currently by the Village to the Planning & Zoning Commission chairperson and members of \$30 per meeting and \$15 per meeting for members, it was decided to recommend that that compensation be increased for the Planning & Zoning Commission members and establish compensation for Fire & Police Commission to \$50 per meeting for chairpersons and \$35 per meeting for members of both the Planning & Zoning Commission and Fire & Police Commission members.

**FISCAL IMPACT:** While not provided in the 2020 approved budget, the amount is fairly nominal and can be added during the mid-year 2020 budget review.

**RECOMMENDATION:** Approval of a Resolution increasing compensation for Planning & Zoning Commission members and establishing compensation for Fire & Police Commission members in the amount of \$50 per meeting for chairpersons and \$35 per meeting for members of both Commissions.

Municipality	Which commissions receive per meeting allowance and what is the amount paid for members vs a chair?						Which commissions receive per meeting allowance and what is the amount paid for members vs a chair?					
	Zoning Board of Appeals Member Pay	Zoning Board of Appeals Chair Pay	Zoning Board of Appeals Comments	Building Code Review Board Member Pay:	Building Code Review Board Chair Pay:	Building Code Review Board Comments	Plan Commission Member Pay	Plan Commission Chair Pay	Plan Commission Comments	Environmental Control Commission Member Pay	Environmental Control Commission Chair Pay	Environmental Control Commission Comments
Antioch	\$80	\$80	We have a combined Planning & Zoning Board.	N/A.	N/A		\$80	\$80	Combined Planning & Zoning	\$25	\$25	Secretary is paid \$40/meeting.
Barrington			No Pay			No Pay.			No Pay			No Pay.
Buffalo Grove												
Carpentersville	\$70/hr	\$70/hr	Combined Planning and Zoning Commission				\$70/hr.	\$70/hr.	Combined Planning and Zoning Commission			
Dearfield	No Board or Commissioners are paid.	No Board or Commissioners are paid.	No Board or Commissioners are paid.	No Board or Commissioners are paid.	No Board or Commissioners are paid.	No Board or Commissioners are paid.	No Board or Commissioners are paid.	No Board or Commissioners are paid.	No Board or Commissioners are paid.	No Board or Commissioners are paid.	No Board or Commissioners are paid.	No Board or Commissioners are paid.
Evanson	\$0	\$0					\$0	\$0				
Glencoa	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	
Glenview	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	
Grayslake	\$400/year		Combined Zoning Board of Appeals and Plan Commission Same pay for member and chair			N/A.			Combined with Zoning Board Commission.			N/A
Highland Park	\$0	\$0	N/A	\$0	\$0	N/A.	\$0	\$0	N/A.	\$0	\$0	N/A
Kennilworth	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Forest	N/A.	N/A		N/A	N/A		N/A	N/A		N/A.	N/A.	
Lake Zurich												
Lincolnshire	\$0	\$0		N/A	N/A		\$0	\$0		N/A	N/A.	
Mount Prospect	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	
Niles	\$150	\$200	We have a Planning and Zoning Board No appeals board Paid per month Typically meets once per month	\$0	\$0	Not paid	\$150	\$200	We have a Planning and Zoning Board No appeals board. Paid per month Typically meets once per month.	\$0	\$0	N/A
Northbrook									Ford.			
Northfield	None.	None.		None.	None.		None.	None.		N/A.		
Palatine												
Park Ridge												
Rolling Meadows	\$0	\$0	No pay.	\$0	\$0	No pay.	\$0	\$0	No pay	\$0	\$0	No pay
Schaumburg	\$350 annually plus \$20 per meeting stipend	\$1,200 annually plus \$20 per meeting stipend.		\$350 annually plus \$20 per meeting stipend	\$500 annually plus \$20 per meeting stipend.		\$350 annually plus \$20 per meeting stipend.	\$750 annually plus \$20 per meeting stipend		\$350 annually plus \$20 per meeting stipend	\$500 annually plus \$20 per meeting stipend	
Skokie	\$90	\$165					\$90	\$165				
Streamwood	\$0	\$0				N/A - not such commission.	\$0	\$0		\$0	\$0	
Vernon Hills	\$25 per Meeting	\$75 per Meeting		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Wheeling	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	

Which commissions receive per meeting allowance and what is the amount paid for members vs a chair?								Do you pay any other commissions other than the ones mentioned above? If yes, please provide the names of the commissions and amount paid for members vs a chair?
Municipality	Fire & Police Commission Member Pay	Fire & Police Commission Chair Pay	Fire & Police Commission Comments	Board of Local Improvements Member Pay	Board of Local Improvements Chair Pay	Board of Local Improvements Comments	Comments	
Antioch	\$80	\$80		N/A	N/A	N/A		We also have a park board where members are paid \$80/meeting.
Barrington			No Pay.			No Pay.	We do not provide payment or stipends to any Commission nor our Village Board members.	No
Buffalo Grove							Only our Village President, Village Trustees and Village Clerk receive pay. No members of committees/commissions receive compensation.	No
Carpentersville	\$50/hr	\$50/hr					Audit & Finance Commission; No Pay Business Development Commission; No Pay Parks & Special Events Commission; No Pay.	
Dearfield	No Board or Commissioners are paid.	No Board or Commissioners are paid.	No Board or Commissioners are paid.	No Board or Commissioners are paid.	No Board or Commissioners are paid.	No Board or Commissioners are paid.		
Evanson	\$0	\$0		\$0	\$0			No.
Glencoe	\$0	\$0		N/A	N/A		All our Committee and Commission positions are volunteer only.	No
Glenview	\$0	\$0		\$0	\$0		Village President receives \$3,600/year Village Trustees receive \$900/year.	No.
Grayslake	\$0	\$0	Volunteer basis, police commission only.			N/A		No
Highland Park	\$0	\$0	N/A	\$0	\$0	N/A	Commissioner and Board members are not compensated in Highland Park.	No.
Kenilworth	\$0	\$0	\$0	\$0	\$0	\$0		Neither commissioners nor the village trustees.
Lake Forest	N/A	N/A		N/A	N/A			No Commissions are paid in Lake Forest. Even our City Council is not paid. Our Mayor is paid \$10 per year.
Lake Zurich							None of our commissioners receive a compensation.	None of our commissioners receive a compensation.
Lincolnshire	\$0	\$0		N/A	N/A		None of our Boards receive any type of pay or allowance.	
Mount Prospect	\$0	\$0		\$0	\$0			
Niles	\$50	\$50	Paid \$50 per meeting/event at the end of the fiscal year. Stipend.	\$0	\$0	N/A		Just Village Board, Planning/Zoning and Fire/Police. Ordinances outlining these can be found here: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances">https://library.municode.com/il/niles/codes/code_of_ordinances</a>
Northbrook								None of our Commission Members receive compensation for meetings.
Northfield	N/A			None			No Commissioners receive any pay at Village of Palatine.	No.
Palatine							All of our Commissions in Park Ridge are unpaid.	All of our Commissions in Park Ridge are unpaid.
Park Ridge							No pay or allowances for Commissions. Only the Mayor and Alderman receive pay in the City of Rolling Meadows.	None. Only the Mayor and Alderman receive pay in the City of Rolling Meadows.
Rolling Meadows	\$0	\$0	No pay.	\$0		No pay.		
Schaumburg	\$350 annually plus \$20 per meeting stipend	\$500 annually plus \$20 per meeting stipend.						Members receive \$350 annually plus \$20 per meeting stipend. Chair receives \$500 annually plus \$20 per meeting stipend. COM MEM-AGING COM MEM-BIKEWAYS COM MEM-BLOOD COM MEM-CULTURAL COM MEM-ELECTRICAL COM MEM-HEALTH COM MEM-PEER COM MEM-FAM COUNSELING COM MEM-OLD SCH CENTRE COM MEM-SEPTEMBERFEST COM MEM-SISTER CITIES COM MEM-TEEN BOARD COM MEM-1% Art
Skokie	\$90	\$165		\$90	\$165	Skokie calls it "Appearance Commission"		No, we only pay those 4. We have numerous other commissions that don't get paid.
Streamwood	\$0	\$0				N/A - not such commission.		None of our commissions or commissioners receive compensation of any sort.
Vernon Hills	\$0	\$0	\$0	\$0	\$0	\$0	The Planning and Zoning Commission is the only Commission in VH that is a paid position.	
Wheeling	\$0	\$0		\$0	\$0		Wheeling does not pay any of its appointed commissioners.	

VILLAGE OF HOFFMAN ESTATES

**A RESOLUTION PROVIDING COMPENSATION FOR APPOINTED COMMISSIONS AND BOARDS**

WHEREAS, the citizens of the Village of Hoffman Estates volunteer their time to serve on Boards and Commissions of the Village of Hoffman Estates; and

WHEREAS, it is recognized that a fair and equitable reimbursement of incidental expenses is in the interest of the health, safety and welfare of the Village.

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

Section 1: That the members of the Planning and Zoning Commission shall be compensated for attendance at such Planning and Zoning Commission meetings as follows:

<u>COMMISSION</u>	<u>CHAIRMAN</u>	<u>MEMBER</u>
Planning and Zoning Commission	\$50 per regular meeting	\$35 per regular meeting

Section 2: That the members of the Fire & Police Commission shall be compensated for attendance at such Fire & Police Commission meetings as follows:

<u>COMMISSION</u>	<u>CHAIRMAN</u>	<u>MEMBER</u>
Fire & Police Commission	\$50 per regular meeting	\$35 per regular meeting

Section 3: That this resolution 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

## VILLAGE OF HOFFMAN ESTATES

### Memo

To: Jim Norris  
From: Ric Signorella  
Regarding: Cable TV Report  
Date: December 1, 2019

#### **Citizen Segments**

This month the Citizen covers: Heavenly Brew Fest, Public Works Open House, Clinical Computer Systems, Sleep Number & Best Dental Spa Ribbon Cuttings, Senior's Harvest Luncheon, CFA Graduation and the Dept. of Health & Human Services.

#### **Citizen Segments and Programs in development:**

HEFD Fire Burn Box Training Exercise  
Connect To Community Transition Summit  
Fire Station Open House Demonstrations  
Celtic Fest  
MAD Science  
Amita Health Alexian Brothers Behavioral Health Hospital Ground Breaking  
Teddy Bear Holiday Party  
Shop with a Cop

#### **How Hoffman Estates Got Its Boundaries**

Covers Village Historian, Pat Barch, telling the story how Hoffman Estates Got Its Boundaries which is airing.

#### **The French Evening by the Sister Cities Commission**

Covers French Consul Guillaume Lacroix French Consul General to the Midwest & Mayor McLeod presentations and exchanging of gifts at the Bridges of Poplar Creek.

#### **Family Time with the Mayor**

Covers the Mayor reading to children at the HE Branch library.

#### **Hispanic Heritage Festival**

Hispanic Heritage Day Fiesta featuring delicious food, entertainment and more is now airing.

#### **Friendship Tree Lighting**

Features the Tree lighting, fireworks and entertainment is now airing.

#### **Veteran Days' Ceremony**

Celebration honoring all who served in our Armed Forces is now airing.

#### **D211 Student-Produced Programs**

HETV is now airing D211 student-produced programs.

#### **Hoffman Estates 60<sup>th</sup> Anniversary Celebration**

Covers the 60<sup>th</sup> Anniversary celebration at the Sears Centre Arena and is now airing.

#### **Winter Sports & Winter Concerts**

HETV is producing and airing high school sports as well as high school concerts.

#### **Franchise Renewal**

Regional cable group communities is concluding negotiations. Summary will be presented to the Village Board.

#### **Complaints/Inquiries**

There were no new complaints and there are no inquiries outstanding.





# HOFFMAN ESTATES

DEPARTMENT OF HUMAN RESOURCES MANAGEMENT

## HUMAN RESOURCES MANAGEMENT DEPARTMENT

### Monthly Report

November 2019

#### Staffing Activity

New Starts: 1 - Crossing Guard

Separations: 0

Transfers: 0

Retirees: 1 – Maintenance II

Promotions: 1 – Maintenance I to Maintenance II

Reclassifications: 0

Change in Status: 1 – Temporary Maintenance I to Maintenance I

Staffing:	Full Time Employees	338 budgeted	333 current
	Part Time Employees	68 budgeted	71 current
	Temporary Employees	0 budgeted	2 current
	Seasonal Employees	21 budgeted	0 current
	Paid Interns	6 budgeted	3 current

#### Month & Year-to-Date Activity:

0 Seasonal with	14 for year
1 Promotions with	15 for year
0 Separations with	36 for year
1 Retirements with	10 for year
0 Transfer with	0 for year

#### Recruitment Activity

##### **Crossing Guard – Police Dept. (2)**

The positions were posted on the Village website and broadcast email, social media, and ground level signs were posted at open crossings. The Traffic Sergeant has contacted the District Superintendent to advertise the openings with the schools. Applications are forwarded to the Police Sergeant for review as they are received. Applications are forwarded to the Police

Sergeant for review as they are received. One interview was conducted October 31, 2019. An offer was made and accepted. Candidate started on 11/21/2019. One opening remains.

**Maintenance I – Public Works (Forestry)**

The position was posted internally from August 20 – August 27. No internal applications were received. The position was then posted externally on the Village website and social media, broadcast email and Village electronic boards. 217 application received to date. Applications were forwarded to the interview team for review as they were received. Seven candidates were selected for interviews, five candidates accepted and interviewed October 18 and 21. An offer was made to one candidate. He accepted and is completing pre-employment screening. He is expected to start in early December.

**Maintenance II – Public Works Forestry**

The position was posted internally from October 14 – 18. Seven internal applications were received. Interviews were held the week of November 18th. Awaiting the decision of the interview team.

**Maintenance II – Public Works Crew Leader**

The position was posted internally from October 14 – 18. Two internal applications were received. Interviews were scheduled for the last week in October. An offer was made to one candidate and he was promoted on November 25, 2019.

**Maintenance I – Public Works (Streets/Storm Sewer)**

The position was posted internally. No internal applications were received. The position was then posted externally through November 29th. Applications are being reviewed by the interview team.

**Director of Building and Code – Development Services Dept.**

The position was posted on the Village website, social media, Indeed job board, Village broadcast email, LinkedIn, APA-IL, ILCMA, NWBOCA, SBOC-7, GovHR, I-ACE, PublicSalary and ICC websites. Applications were forwarded to the interview team for review as they were received. Awaiting candidate selection from the interview team.

**Director of Development Services – Dev. Services Dept.**

The position is posted on the Village website, social media, Indeed job board, Village broadcast email, LinkedIn, APA-IL, ILCMA, APA, IEDA, GovHR, AICP websites and PublicSalary. Applications are forwarded to the interview team for review as they were received.

**Summer Civil Engineering Intern (3) – Dev. Services Dept.**

The position was posted on the Village website, social media, Indeed job board, Village broadcast email, LinkedIn, Handshake college recruiting site (25+ schools) and 10 individual college recruiting sites. Applications are forwarded to the interview team for review as they were received.

**Seasonal Office Assistant – Human Resources Dept.**

The position was posted on the Village website, social media, Indeed job board and Village broadcast email. Applications are forwarded to the interview team for review as they were received.

**Labor/Management Relations**

Contract Status:

**Police** (Metropolitan Alliance of Police - MAP Chapter 96) – Contract (Jan. 1, 2016 - December 31, 2018). Successor contract approved in October.

**Fire** (International Association of Firefighters - Local 2061) – Contract (January 1, 2012 – December 31, 2020).

**Public Works** (International Brotherhood of Teamsters, Local 700) Contract (Jan. 1, 2016 – Dec. 31, 2019). Tentative agreement ratified by Union in November and scheduled for Village Board approval in December.

**Police Sergeants** (Metropolitan Alliance of Police – MAP-97) Contract (Jan. 1, 2017 – December 31, 2019). Negotiation meeting took place in November.

**Grievances** N/A

**Personnel/Benefits/Employee Services**

- As staff liaison to the Celtic Fest Commission, the Director of HRM attended the monthly meeting.
- As staff liaison to the Cultural Awareness Commission, the Director of HRM attended the monthly meeting.
- HRM Staff concluded annual Benefits Open Enrollment online for all employees.
- As a member of the Board, the Director of HRM attended the Fire Pension Board meeting.
- The Director of HRM participated in Management Team meetings.

- The Director of HRM attending the Intergovernmental Personnel Benefits Cooperative Board of Directors meeting.
- The Director of HRM attended the Suburban Liability Insurance Pool (SLIP) meeting.
- HRM staff continued work on the employee Onboarding Program.
- HRM staff began work on the Dependent Eligibility Verification project.

### **Risk Management/Safety/Loss Control**

- Continued to facilitate the proper handling of all open workers' compensation claims.
- Conducted a mandatory random Federal Department of Transportation drug and alcohol test. There was no positive result.
- Attended the opening meeting of an Illinois Department of Labor Division of Occupational Safety and Health random inspection of the Public Works operations. There were no citations issued as a result of the inspection.
- Attended a worker's compensation seminar conducted by the Village's defense firm Evans and Dixon.
- Coordinated the return to work of a police officer who was disabled off duty.
- Conducted meetings with staff related to high exposure workers' compensation claims.
- Attended a Suburban Liability Insurance Pool (SLIP) board meeting.
- Coordinated the administration of several litigated liability claims being handled by the Village's third party claims administrator.
- Continued to provide consultation related to risk management issues related to the Sears Centre.
- Provided written updates to appropriate management staff related to the status of several open workers' compensation claims.



**Patrick J. Seger**  
Director of Human Resources Management

**HUMAN RESOURCES MANAGEMENT  
MONTHLY STAFFING REPORT  
NOVEMBER 2019**

**RECRUITMENTS**

**POSITION TITLE:** Crossing Guard (1 opening)  
**DEPARTMENT:** Police Dept.  
**DATE POSTED:** 01/21/2019  
**AD DEADLINE:** until filled  
**APPLICATIONS REC'D:** 33 applications received to date  
**STATUS:** The positions were posted on the Village website and broadcast email, social media, and ground level signs were posted at open crossings. The Traffic Sergeant has contacted the District Superintendent to advertise the openings with the schools. Applications are forwarded to the Police Sergeant for review as they are received. One interview was conducted October 31, 2019. An offer was made and accepted. Candidate started on 11/21/2019. One opening remains.

**POSITION TITLE:** Maintenance I (Forestry)  
**DEPARTMENT:** Public Works  
**DATE POSTED:** 08/27/2019  
**AD DEADLINE:** 09/10/2019  
**APPLICATIONS REC'D:** 217 application received to date  
**STATUS:** The position was posted internally from August 20 – August 27. No internal applications were received. The position was then posted externally on the Village website and social media, broadcast email and Village electronic boards, Applications were forwarded to the interview team for review as they were received. Seven candidates were selected for interviews, five candidates accepted and interviewed October 18 and 21. An offer was made to one candidate. He accepted and is completing pre-employment screening. He is expected to start in early December.

**POSITION TITLE:** Maintenance II - Forestry  
**DEPARTMENT:** Public Works  
**DATE POSTED:** 10/14/2019  
**AD DEADLINE:** 10/18/2019  
**APPLICATIONS REC'D:** 7 application received  
**STATUS:** The position was posted internally. Interviews were held the week of November 18<sup>th</sup>. Awaiting the decision of the interview team.

**POSITION TITLE:** Director of Building and Code Enforcement  
**DEPARTMENT:** Development Services  
**DATE POSTED:** 10/21/2019  
**AD DEADLINE:** 11/15/2019  
**APPLICATIONS REC'D:** 28 applications received to date  
**STATUS:** The position was posted on the Village website, social media, Indeed job board, Village broadcast email, LinkedIn, APA-IL, ILCMA, NWBOCA, SBOC-7, GovHR, I-ACE, PublicSalary and ICC websites. Applications were forwarded to the interview team for review as they were received. Awaiting candidate selection from the interview team.

**POSITION TITLE:** Maintenance I Streets/Storm Sewer  
**DEPARTMENT:** Public Works  
**DATE POSTED:** 10/24/2019  
**AD DEADLINE:** 11/29/2019  
**APPLICATIONS REC'D:** 73 application  
**STATUS:** The position was posted internally for one week. No internal applications were received. Position was then posted externally through November 29<sup>th</sup>. Applications are being reviewed by the interview team.

**POSITION TITLE:** Director of Development Services  
**DEPARTMENT:** Development Services  
**DATE POSTED:** 11/07/2019  
**AD DEADLINE:** 12/01/2019  
**APPLICATIONS REC'D:** 32 applications received to date  
**STATUS:** The position was posted on the Village website, social media, Indeed job board, Village broadcast email, LinkedIn, APA-IL, ILCMA, APA, IEDA, GovHR, AICP websites and PublicSalary. Applications are forwarded to the interview team for review as they were received.

**POSITION TITLE:** Summer Civil Engineering Interns  
**DEPARTMENT:** Development Services  
**DATE POSTED:** 11/21/2019  
**AD DEADLINE:** 12/31/2019  
**APPLICATIONS REC'D:** 6 applications received to date  
**STATUS:** The position was posted on the Village website, social media, Indeed job board, Village broadcast email, LinkedIn, Handshake college recruiting site (25+ schools) and 10 individual college recruiting sites. Applications are forwarded to the interview team for review as they were received.

**POSITION TITLE:** Seasonal Office Assistant  
**DEPARTMENT:** Human Resources  
**DATE POSTED:** 11/22/2019  
**AD DEADLINE:** 12/13/2019  
**APPLICATIONS REC'D:** 18 applications received to date  
**STATUS:** The position was posted on the Village website, social media, Indeed job board and Village broadcast email. Applications are forwarded to the interview team for review as they were received.

## **NEW STARTS**

**POSITION TITLE:** Crossing Guard (1 opening)  
**DEPARTMENT:** Police Dept.  
**DATE POSTED:** 01/21/2019  
**AD DEADLINE:** until filled  
**APPLICATIONS REC'D:** 33 applications received to date  
**STATUS:** The positions were posted on the Village website and broadcast email, social media, and ground level signs were posted at open crossings. The Traffic Sergeant has contacted the District Superintendent to advertise the openings with the schools. Applications are forwarded to the Police Sergeant for review as they are received. One interview was conducted October 31, 2019. An offer was made and accepted. Candidate started on November 21, 2019. One opening remains.

**POSITION TITLE:** Maintenance II – Crew Leader  
**DEPARTMENT:** Public Works  
**DATE POSTED:** 10/14/2019  
**AD DEADLINE:** 10/18/2019  
**APPLICATIONS REC'D:** 2 application received  
**STATUS:** The position was posted internally. Interviews were scheduled for the last week in October. An offer was made to one candidate and he was promoted on November 25, 2019.

## **SUMMARY OF EMPLOYMENT ACTIVITY NOVEMBER 2019**

	<b><u>Total Number</u></b>	<b><u>Position</u></b>
<b>New Starts</b>	<b>1</b>	<b>Crossing Guard</b>
<b>Separations</b>	<b>0</b>	
<b>Promotions</b>	<b>1</b>	<b>Maint. I to Maint. II</b>
<b>Upgrades</b>	<b>0</b>	
<b>Downgrades</b>	<b>0</b>	
<b>Transfers</b>	<b>0</b>	
<b>Retirements</b>	<b>1</b>	<b>Maintenance II</b>
<b>Reclassifications</b>	<b>0</b>	
<b>Change in Status</b>	<b>1</b>	<b>Temporary Maint. I to Maint. I</b>

## **ANTICIPATED ACTIVITY NEXT MONTH**

	<b><u>Total Number</u></b>	<b><u>Position</u></b>
<b>New Starts</b>	<b>2</b>	<b>Maintenance I Crossing Guard</b>

<b>Separations</b>	<b>2</b>	<b>Associate Corp Counsel</b> <b>Crossing Guard</b>
<b>Promotions</b>	<b>1</b>	<b>Maintenance I to Maintenance II</b>
<b>Transfers</b>	<b>0</b>	
<b>Reclassifications</b>	<b>0</b>	
<b>Change in Status</b>	<b>0</b>	
<b>Retirements</b>	<b>0</b>	
<b>New Positions</b>	<b>0</b>	
<b>Eliminated Positions</b>	<b>0</b>	

## 2019 EMPLOYEE COUNT

	<u>Budgeted</u>	<u>Actual</u>
<b>FULL TIME EMPLOYEES</b>	<b>338</b>	<b>333</b>
<b>PART TIME EMPLOYEES</b>	<b>68</b>	<b>71</b>
<b>TEMPORARY EMPLOYEES</b>	<b>0</b>	<b>2</b>
<b>SEASONAL EMPLOYEES</b>	<b>21</b>	<b>0</b>
<b>INTERNS (PAID)</b>	<b>6</b>	<b>3</b>
<b>TOTAL</b>	<b>433</b>	<b>409</b>

### Total Vacancies:

#### Full Time

**Budgeted – Posted**

**Maintenance I (2)**  
**Dir. Of Building & Code**  
**Maintenance II**  
**Director of Dev. Services**

**Budgeted - Not Posted**

**Police Officer (4)**

#### Part Time

**Budgeted – Posted**

**Crossing Guard**

## RECRUITMENT ACTIVITY

	<u>Month</u>	<u>Year To Date</u>
<b>Full Time – Response to Recruitments</b>	<b>113</b>	<b>1,293</b>
<b>Part Time – Response to Recruitments</b>	<b>0</b>	<b>423</b>
<b>Seasonal Applicants</b>	<b>21</b>	<b>86</b>
<b>Unsolicited Applications/Walk-In</b>	<b>0</b>	<b>0</b>
<b>TOTAL</b>	<b>133</b>	<b>1,802</b>



**HUMAN RESOURCES MANAGEMENT  
EMPLOYMENT ACTIVITY  
NOVEMBER 2019**

**NEW HIRES**

<u>Name</u>	<u>Date of Hire</u>	<u>Position</u>	<u>Replacement for</u>
Mary Mielke	11/21/2019	Crossing Guard	Amy Lapak

**SEPARATIONS**

<u>Name</u>	<u>Termination Date</u>	<u>Position</u>	<u>Reason</u>
Jeff Zyburt	11/01/2019	Maintenance II	Retired

**PROMOTIONS**

<u>Name</u>	<u>Effective Date</u>	<u>Current Position</u>	<u>New Position</u>
Jason Whalen	11/25/2019	Maintenance I	Maintenance II

**TRANSFERS**

<u>Name</u>	<u>Effective Date</u>	<u>Current Position</u>	<u>New Position</u>
N/A			

**CHANGE IN STATUS**

<u>Name</u>	<u>Effective Date</u>	<u>Current Position</u>	<u>New Position</u>
Dave Giatras	11/18/2019	Maintenance I (temp)	Maintenance I

**RECLASSIFICATION**

<u>Name</u>	<u>Effective Date</u>	<u>Current Position</u>	<u>New Position</u>
N/A			

**UNPAID INTERNSHIPS/ADDITIONAL ACTIVITY**

<u>Name</u>	<u>Effective Date</u>	<u>Position</u>	<u>Reason</u>
Joy Ito	11/05/2019	Nursing Intern	End of Internship
Christine Villasenor	11/05/2019	Nursing Intern	End of Internship

**ADDITIONAL MONTHLY REPORT INFORMATION  
NOVEMBER 2019**

# Anniversaries	<u>3</u>
# Interviews conducted during month	<u>7</u>
# Orientations conducted during month	<u>1</u>

**EMPLOYER'S CLAIM SERVICE, INC.**  
**POLICY YEAR (12/31 - 12/30) CUMULATIVE CLAIM SUMMARY**  
 From: 12/31/1996 Through: 11/30/2019

Year	Code	Description		Claim Cnt	% of Total	Med Only	Comp	Legl	% of Lgl	Open	Clsd	Avg Cost/ Claim	Paid	Outstanding	Total Incurred	% Of Total
97	804	Forestry	(Dept)	1	100.0%	0	0	1	100%	1	0	201,543.20	129,415.71	72,127.49	201,543.20	100.0%
97	8	Public Works	(Sub-Loc)	1	100.0%	0	0	1	100%	1	0	201,543.20	129,415.71	72,127.49	201,543.20	100.0%
97	01	Village of Hoffman Estates	(Loc)	1	100.0%	0	0	1	100%	1	0	201,543.20	129,415.71	72,127.49	201,543.20	100.0%
Totals for 1997 Claims:				1	100.0%	0	0	1	100%	1	0	201,543.20	129,415.71	72,127.49	201,543.20	100.0%
00	102	Planning	(Dept)	1	1.8%	1	0	0	0%	0	1	0.00	0.00		0.00	0.0%
00	1	Community Development	(Sub-Loc)	1	1.8%	1	0	0	0%	0	1	0.00	0.00		0.00	0.0%
00	206	Customer Service	(Dept)	1	1.8%	0	0	1	100%	0	1	3,974.20	3,974.20		3,974.20	1.3%
00	2	Finance	(Sub-Loc)	1	1.8%	0	0	1	100%	0	1	3,974.20	3,974.20		3,974.20	1.3%
00	250	PPO Payments	(Dept)	1	1.8%	1	0	0	0%	0	1	152,127.86	152,127.86		152,127.86	49.1%
00	25	PPO Payments	(Sub-Loc)	1	1.8%	1	0	0	0%	0	1	152,127.86	152,127.86		152,127.86	49.1%
00	300	Administration	(Dept)	1	1.8%	0	1	0	0%	0	1	193.50	193.50		193.50	0.1%
00	301	Fire Suppression	(Dept)	12	21.4%	6	3	3	25%	0	12	7,922.89	95,074.64		95,074.64	30.7%
00	303	Emergency Medical Service	(Dept)	7	12.5%	5	1	1	14%	0	7	2,302.35	16,116.43		16,116.43	5.2%
00	3	Fire	(Sub-Loc)	20	35.7%	11	5	4	20%	0	20	5,569.23	111,384.57		111,384.57	36.0%
00	400	Manager's Office	(Dept)	1	1.8%	0	1	0	0%	0	1	4,452.45	4,452.45		4,452.45	1.4%
00	401	Cable TV	(Dept)	1	1.8%	1	0	0	0%	0	1	260.40	260.40		260.40	0.1%
00	402	Boards & Commissions	(Dept)	1	1.8%	1	0	0	0%	0	1	413.43	413.43		413.43	0.1%
00	4	General Government	(Sub-Loc)	3	5.4%	2	1	0	0%	0	3	1,708.76	5,126.28		5,126.28	1.7%
00	600	Administration	(Dept)	1	1.8%	0	1	0	0%	0	1	0.00	0.00		0.00	0.0%
00	6	Human Resources Manage	(Sub-Loc)	1	1.8%	0	1	0	0%	0	1	0.00	0.00		0.00	0.0%
00	700	Patrol	(Dept)	16	28.6%	13	1	2	13%	0	16	1,761.71	28,187.36		28,187.36	9.1%
00	704	Traffic	(Dept)	1	1.8%	1	0	0	0%	0	1	1,159.40	1,159.40		1,159.40	0.4%
00	7	Police	(Sub-Loc)	17	30.4%	14	1	2	12%	0	17	1,726.28	29,346.76		29,346.76	9.5%
00	801	Water & Sewer	(Dept)	4	7.1%	2	2	0	0%	0	4	733.76	2,935.02		2,935.02	0.9%
00	802	Building & Grounds	(Dept)	1	1.8%	0	1	0	0%	0	1	1,411.10	1,411.10		1,411.10	0.5%
00	804	Forestry	(Dept)	5	8.9%	5	0	0	0%	0	5	565.72	2,828.60		2,828.60	0.9%
00	805	Clerical	(Dept)	1	1.8%	1	0	0	0%	0	1	452.50	452.50		452.50	0.1%
00	8	Public Works	(Sub-Loc)	11	19.6%	8	3	0	0%	0	11	693.38	7,627.22		7,627.22	2.5%
00	9	Information Systems	(Sub-Loc)	1	1.8%	1	0	0	0%	0	1	168.50	168.50		168.50	0.1%

**EMPLOYER'S CLAIM SERVICE, INC.**  
**POLICY YEAR (12/31 - 12/30) CUMULATIVE CLAIM SUMMARY**  
 From: 12/31/1996 Through: 11/30/2019

Year	Code	Description		Claim Cnt	% of Total	Med Only	Comp	Legl	% of Lgl	Open	Clsd	Avg Cost/Claim	Paid	Outstanding	Total Incurred	% Of Total
00	01	Village of Hoffman Estates (Loc)		56	100.0%	38	11	7	13%	0	56	5,531.35	309,755.39		309,755.39	100.0%
		Totals for 2000 Claims:		56	100.0%	38	11	7	13%	0	56	5,531.35	309,755.39		309,755.39	100.0%
01	300	Administration (Dept)		2	3.1%	1	1	0	0%	0	2	538.72	1,077.44		1,077.44	0.1%
01	301	Fire Suppression (Dept)		8	12.3%	3	3	2	25%	0	8	35,023.68	280,189.41		280,189.41	23.7%
01	303	Emergency Medical Service (Dept)		7	10.8%	2	1	4	57%	0	7	38,418.72	268,931.02		268,931.02	22.7%
01	304	ESDA (Dept)		1	1.5%	1	0	0	0%	0	1	425.39	425.39		425.39	0.0%
01	3	Fire (Sub-Loc)		18	27.7%	7	5	6	33%	0	18	30,590.18	550,623.26		550,623.26	46.5%
01	400	Manager's Office (Dept)		1	1.5%	1	0	0	0%	0	1	4,374.81	4,374.81		4,374.81	0.4%
01	4	General Government (Sub-Loc)		1	1.5%	1	0	0	0%	0	1	4,374.81	4,374.81		4,374.81	0.4%
01	505	Immunization (Dept)		1	1.5%	1	0	0	0%	0	1	391.50	391.50		391.50	0.0%
01	5	Health & Human Services (Sub-Loc)		1	1.5%	1	0	0	0%	0	1	391.50	391.50		391.50	0.0%
01	700	Patrol (Dept)		20	30.8%	11	2	7	35%	0	20	10,615.24	212,304.82		212,304.82	17.9%
01	702	Crime Prevention (Dept)		1	1.5%	1	0	0	0%	0	1	5,663.17	5,663.17		5,663.17	0.5%
01	704	Traffic (Dept)		3	4.6%	1	0	2	67%	0	3	2,887.00	8,660.99		8,660.99	0.7%
01	707	Records (Dept)		4	6.2%	1	0	3	75%	0	4	14,372.31	57,489.25		57,489.25	4.9%
01	7	Police (Sub-Loc)		28	43.1%	14	2	12	43%	0	28	10,147.08	284,118.23		284,118.23	24.0%
01	800	Streets (Dept)		5	7.7%	3	1	1	20%	0	5	48,719.89	243,599.47		243,599.47	20.6%
01	801	Water & Sewer (Dept)		4	6.2%	2	1	1	25%	0	4	24,096.40	96,385.58		96,385.58	8.1%
01	802	Building & Grounds (Dept)		3	4.6%	3	0	0	0%	0	3	422.63	1,267.88		1,267.88	0.1%
01	803	Equipment & Supply (Dept)		1	1.5%	1	0	0	0%	0	1	210.60	210.60		210.60	0.0%
01	804	Forestry (Dept)		3	4.6%	2	1	0	0%	0	3	1,150.17	3,450.50		3,450.50	0.3%
01	8	Public Works (Sub-Loc)		16	24.6%	11	3	2	13%	0	16	21,557.13	344,914.03		344,914.03	29.1%
01	9	Information Systems (Sub-Loc)		1	1.5%	1	0	0	0%	0	1	301.50	301.50		301.50	0.0%
01	01	Village of Hoffman Estates (Loc)		65	100.0%	35	10	20	31%	0	65	18,226.51	1,184,723.33		1,184,723.33	100.0%
		Totals for 2001 Claims:		65	100.0%	35	10	20	31%	0	65	18,226.51	1,184,723.33		1,184,723.33	100.0%
02	102	Planning (Dept)		1	2.6%	0	1	0	0%	0	1	28,933.52	28,933.52		28,933.52	3.9%
02	1	Community Development (Sub-Loc)		1	2.6%	0	1	0	0%	0	1	28,933.52	28,933.52		28,933.52	3.9%
02	301	Fire Suppression (Dept)		5	13.2%	1	2	2	40%	0	5	11,335.45	56,677.26		56,677.26	7.6%
02	303	Emergency Medical Service (Dept)		8	21.1%	4	3	1	13%	0	8	7,441.19	59,529.50		59,529.50	8.0%

**EMPLOYER'S CLAIM SERVICE, INC.**  
**POLICY YEAR (12/31 - 12/30) CUMULATIVE CLAIM SUMMARY**  
 From: 12/31/1996 Through: 11/30/2019

Year	Code	Description		Claim Cnt	% of Total	Med Only	Comp	Legl	% of Lgl	Open	Clsd	Avg Cost/ Claim	Paid	Outstanding	Total Incurred	% Of Total
02	306	Technical Rescue	(Dept)	1	2.6%	0	1	0	0%	0	1	5,830.00	5,830.00		5,830.00	0.8%
02	3	Fire	(Sub-Loc)	14	36.8%	5	6	3	21%	0	14	8,716.91	122,036.76		122,036.76	16.3%
02	700	Patrol	(Dept)	11	28.9%	5	0	6	55%	0	11	24,662.45	271,286.95		271,286.95	36.3%
02	704	Traffic	(Dept)	1	2.6%	0	0	1	100%	0	1	310,828.16	310,828.16		310,828.16	41.6%
02	706	Communication	(Dept)	1	2.6%	1	0	0	0%	0	1	1,777.50	1,777.50		1,777.50	0.2%
02	7	Police	(Sub-Loc)	13	34.2%	6	0	7	54%	0	13	44,914.82	583,892.61		583,892.61	78.2%
02	800	Streets	(Dept)	5	13.2%	4	1	0	0%	0	5	1,511.20	7,556.00		7,556.00	1.0%
02	801	Water & Sewer	(Dept)	2	5.3%	0	2	0	0%	0	2	1,227.90	2,455.80		2,455.80	0.3%
02	803	Equipment & Supply	(Dept)	1	2.6%	1	0	0	0%	0	1	281.70	281.70		281.70	0.0%
02	804	Forestry	(Dept)	2	5.3%	2	0	0	0%	0	2	642.60	1,285.20		1,285.20	0.2%
02	8	Public Works	(Sub-Loc)	10	26.3%	7	3	0	0%	0	10	1,157.87	11,578.70		11,578.70	1.6%
02	01	Village of Hoffman Estates	(Loc)	38	100.0%	18	10	10	26%	0	38	19,643.20	746,441.59		746,441.59	100.0%
Totals for 2002 Claims:				38	100.0%	18	10	10	26%	0	38	19,643.20	746,441.59		746,441.59	100.0%
03	301	Fire Suppression	(Dept)	5	14.3%	2	1	2	40%	0	5	25,542.01	127,710.07		127,710.07	31.2%
03	303	Emergency Medical Service	(Dept)	12	34.3%	9	1	2	17%	0	12	15,553.15	186,637.80		186,637.80	45.7%
03	305	Underwater Rescue	(Dept)	1	2.9%	1	0	0	0%	0	1	785.49	785.49		785.49	0.2%
03	3	Fire	(Sub-Loc)	18	51.4%	12	2	4	22%	0	18	17,507.41	315,133.36		315,133.36	77.1%
03	700	Patrol	(Dept)	7	20.0%	5	1	1	14%	0	7	1,467.76	10,274.35		10,274.35	2.5%
03	701	Investigations	(Dept)	1	2.9%	0	0	1	100%	0	1	79,722.54	79,722.54		79,722.54	19.5%
03	704	Traffic	(Dept)	3	8.6%	1	2	0	0%	0	3	88.33	265.00		265.00	0.1%
03	7	Police	(Sub-Loc)	11	31.4%	6	3	2	18%	0	11	8,205.63	90,261.89		90,261.89	22.1%
03	801	Water & Sewer	(Dept)	3	8.6%	3	0	0	0%	0	3	699.33	2,098.00		2,098.00	0.5%
03	802	Building & Grounds	(Dept)	2	5.7%	2	0	0	0%	0	2	477.00	954.00		954.00	0.2%
03	803	Equipment & Supply	(Dept)	1	2.9%	1	0	0	0%	0	1	310.50	310.50		310.50	0.1%
03	8	Public Works	(Sub-Loc)	6	17.1%	6	0	0	0%	0	6	560.42	3,362.50		3,362.50	0.8%
03	01	Village of Hoffman Estates	(Loc)	35	100.0%	24	5	6	17%	0	35	11,678.79	408,757.75		408,757.75	100.0%
Totals for 2003 Claims:				35	100.0%	24	5	6	17%	0	35	11,678.79	408,757.75		408,757.75	100.0%
04	201	Water Billing	(Dept)	1	2.1%	1	0	0	0%	0	1	1,295.10	1,295.10		1,295.10	0.1%
04	2	Finance	(Sub-Loc)	1	2.1%	1	0	0	0%	0	1	1,295.10	1,295.10		1,295.10	0.1%

**EMPLOYER'S CLAIM SERVICE, INC.**  
**POLICY YEAR (12/31 - 12/30) CUMULATIVE CLAIM SUMMARY**  
 From: 12/31/1996 Through: 11/30/2019

Year	Code	Description		Claim Cnt	% of Total	Med Only	Comp	Legl	% of Lgl	Open	Clsd	Avg Cost/Claim	Paid	Outstanding	Total Incurred	% Of Total
04	301	Fire Suppression	(Dept)	10	20.8%	6	2	2	20%	0	10	4,666.25	46,662.48		46,662.48	4.4%
04	303	Emergency Medical Service	(Dept)	11	22.9%	7	4	0	0%	0	11	12,225.62	134,481.79		134,481.79	12.7%
04	3	Fire	(Sub-Loc)	21	43.8%	13	6	2	10%	0	21	8,625.92	181,144.27		181,144.27	17.1%
04	504	Health Screening	(Dept)	1	2.1%	1	0	0	0%	0	1	405.00	405.00		405.00	0.0%
04	5	Health & Human Services	(Sub-Loc)	1	2.1%	1	0	0	0%	0	1	405.00	405.00		405.00	0.0%
04	600	Administration	(Dept)	1	2.1%	1	0	0	0%	0	1	248.68	248.68		248.68	0.0%
04	6	Human Resources Manage	(Sub-Loc)	1	2.1%	1	0	0	0%	0	1	248.68	248.68		248.68	0.0%
04	700	Patrol	(Dept)	16	33.3%	12	0	4	25%	0	16	41,219.86	659,517.75		659,517.75	62.4%
04	703	Tactical	(Dept)	2	4.2%	2	0	0	0%	0	2	137.84	275.68		275.68	0.0%
04	7	Police	(Sub-Loc)	18	37.5%	14	0	4	22%	0	18	36,655.19	659,793.43		659,793.43	62.5%
04	800	Streets	(Dept)	3	6.3%	1	0	2	67%	0	3	43,878.25	131,634.74		131,634.74	12.5%
04	801	Water & Sewer	(Dept)	1	2.1%	1	0	0	0%	0	1	0.00	0.00		0.00	0.0%
04	803	Equipment & Supply	(Dept)	1	2.1%	0	0	1	100%	0	1	81,422.11	81,422.11		81,422.11	7.7%
04	804	Forestry	(Dept)	1	2.1%	1	0	0	0%	0	1	481.50	481.50		481.50	0.0%
04	8	Public Works	(Sub-Loc)	6	12.5%	3	0	3	50%	0	6	35,589.73	213,538.35		213,538.35	20.2%
04	01	Village of Hoffman Estates	(Loc)	48	100.0%	33	6	9	19%	0	48	22,008.85	1,056,424.83		1,056,424.83	100.0%
Totals for 2004 Claims:				48	100.0%	33	6	9	19%	0	48	22,008.85	1,056,424.83		1,056,424.83	100.0%
05	301	Fire Suppression	(Dept)	6	11.3%	4	2	0	0%	0	6	1,012.80	6,076.77		6,076.77	2.0%
05	303	Emergency Medical Service	(Dept)	20	37.7%	12	5	3	15%	0	20	12,979.04	259,580.79		259,580.79	83.9%
05	3	Fire	(Sub-Loc)	26	49.1%	16	7	3	12%	0	26	10,217.60	265,657.56		265,657.56	85.9%
05	504	Health Screening	(Dept)	1	1.9%	1	0	0	0%	0	1	184.50	184.50		184.50	0.1%
05	5	Health & Human Services	(Sub-Loc)	1	1.9%	1	0	0	0%	0	1	184.50	184.50		184.50	0.1%
05	700	Patrol	(Dept)	7	13.2%	5	1	1	14%	0	7	3,015.10	21,105.71		21,105.71	6.8%
05	701	Investigations	(Dept)	1	1.9%	1	0	0	0%	0	1	297.00	297.00		297.00	0.1%
05	704	Traffic	(Dept)	1	1.9%	1	0	0	0%	0	1	1,186.85	1,186.85		1,186.85	0.4%
05	707	Records	(Dept)	1	1.9%	0	0	1	100%	0	1	10,253.45	10,253.45		10,253.45	3.3%
05	7	Police	(Sub-Loc)	10	18.9%	7	1	2	20%	0	10	3,284.30	32,843.01		32,843.01	10.6%
05	800	Streets	(Dept)	4	7.5%	4	0	0	0%	0	4	627.99	2,511.94		2,511.94	0.8%
05	801	Water & Sewer	(Dept)	5	9.4%	5	0	0	0%	0	5	1,066.50	5,332.50		5,332.50	1.7%

**EMPLOYER'S CLAIM SERVICE, INC.**  
**POLICY YEAR (12/31 - 12/30) CUMULATIVE CLAIM SUMMARY**  
**From: 12/31/1998 Through: 11/30/2019**

Year	Code	Description		Claim Cnt	% of Total	Med Only	Comp	Legl	% of Lgl	Open	Clsd	Avg Cos/ Claim	Paid	Outstanding	Total Incurred	% Of Total
05	802	Building & Grounds	(Dept)	1	1.9%	1	0	0	0%	0	1	437.00	437.00		437.00	0.1%
05	803	Equipment & Supply	(Dept)	2	3.8%	2	0	0	0%	0	2	697.05	1,394.10		1,394.10	0.5%
05	804	Forestry	(Dept)	4	7.5%	3	1	0	0%	0	4	259.88	1,039.50		1,039.50	0.3%
05	8	Public Works	(Sub-Loc)	16	30.2%	15	1	0	0%	0	16	669.69	10,715.04		10,715.04	3.5%
05	01	Village of Hoffman Estates	(Loc)	53	100.0%	39	9	5	9%	0	53	5,837.74	309,400.11		309,400.11	100.0%
Totals for 2005 Claims:				53	100.0%	39	9	5	9%	0	53	5,837.74	309,400.11		309,400.11	100.0%
06	201	Water Billing	(Dept)	1	1.8%	0	1	0	0%	0	1	1,527.37	1,527.37		1,527.37	0.1%
06	2	Finance	(Sub-Loc)	1	1.8%	0	1	0	0%	0	1	1,527.37	1,527.37		1,527.37	0.1%
06	301	Fire Suppression	(Dept)	9	16.1%	5	2	2	22%	0	9	38,029.36	342,264.26		342,264.26	31.5%
06	303	Emergency Medical Service	(Dept)	14	25.0%	7	3	4	29%	0	14	39,335.55	550,697.76		550,697.76	50.8%
06	3	Fire	(Sub-Loc)	23	41.1%	12	5	6	26%	0	23	38,824.44	892,962.02		892,962.02	82.3%
06	700	Patrol	(Dept)	17	30.4%	11	3	3	18%	0	17	3,949.26	67,137.34		67,137.34	6.2%
06	701	Investigations	(Dept)	1	1.8%	1	0	0	0%	0	1	0.00	0.00		0.00	0.0%
06	703	Tactical	(Dept)	4	7.1%	3	1	0	0%	0	4	2,311.32	9,245.26		9,245.26	0.9%
06	704	Traffic	(Dept)	2	3.6%	2	0	0	0%	0	2	3,850.97	7,701.94		7,701.94	0.7%
06	707	Records	(Dept)	1	1.8%	0	0	1	100%	0	1	25,046.89	25,046.89		25,046.89	2.3%
06	7	Police	(Sub-Loc)	25	44.6%	17	4	4	16%	0	25	4,365.26	109,131.43		109,131.43	10.1%
06	800	Streets	(Dept)	1	1.8%	1	0	0	0%	0	1	4,201.51	4,201.51		4,201.51	0.4%
06	801	Water & Sewer	(Dept)	2	3.6%	1	1	0	0%	0	2	112.50	225.00		225.00	0.0%
06	802	Building & Grounds	(Dept)	1	1.8%	0	1	0	0%	0	1	70,689.99	70,689.99		70,689.99	6.5%
06	804	Forestry	(Dept)	3	5.4%	3	0	0	0%	0	3	2,038.90	6,116.71		6,116.71	0.6%
06	8	Public Works	(Sub-Loc)	7	12.5%	5	2	0	0%	0	7	11,604.74	81,233.21		81,233.21	7.5%
06	01	Village of Hoffman Estates	(Loc)	56	100.0%	34	12	10	18%	0	56	19,372.39	1,084,854.03		1,084,854.03	100.0%
Totals for 2006 Claims:				56	100.0%	34	12	10	18%	0	56	19,372.39	1,084,854.03		1,084,854.03	100.0%
07	301	Fire Suppression	(Dept)	9	18.8%	7	0	2	22%	0	9	42,805.36	385,248.23		385,248.23	50.9%
07	303	Emergency Medical Service	(Dept)	7	14.6%	6	0	1	14%	0	7	2,644.72	18,513.01		18,513.01	2.4%
07	3	Fire	(Sub-Loc)	16	33.3%	13	0	3	19%	0	16	25,235.08	403,761.24		403,761.24	53.3%
07	600	Administration	(Dept)	1	2.1%	0	1	0	0%	0	1	0.00	0.00		0.00	0.0%
07	6	Human Resources Manage	(Sub-Loc)	1	2.1%	0	1	0	0%	0	1	0.00	0.00		0.00	0.0%

**EMPLOYER'S CLAIM SERVICE, INC.**  
**POLICY YEAR (12/31 - 12/30) CUMULATIVE CLAIM SUMMARY**  
**From: 12/31/1996 Through: 11/30/2019**

Year	Code	Description		Claim Cnt	% of Total	Med Only	Comp	Legl	% of Lgl	Open	Clsd	Avg Cost/ Claim	Paid	Outstanding	Total Incurred	% Of Total
07	700	Patrol	(Dept)	10	20.8%	6	2	2	20%	0	10	17,411.53	174,115.28		174,115.28	23.0%
07	703	Tactical	(Dept)	2	4.2%	2	0	0	0%	0	2	356.16	712.31		712.31	0.1%
07	704	Traffic	(Dept)	4	8.3%	2	1	1	25%	0	4	4,376.80	17,507.19		17,507.19	2.3%
07	7	Police	(Sub-Loc)	16	33.3%	10	3	3	19%	0	16	12,020.92	192,334.78		192,334.78	25.4%
07	800	Streets	(Dept)	3	6.3%	2	0	1	33%	0	3	8,294.56	24,883.69		24,883.69	3.3%
07	801	Water & Sewer	(Dept)	4	8.3%	4	0	0	0%	0	4	1,093.37	4,373.47		4,373.47	0.6%
07	802	Building & Grounds	(Dept)	1	2.1%	1	0	0	0%	0	1	743.84	743.84		743.84	0.1%
07	803	Equipment & Supply	(Dept)	3	6.3%	3	0	0	0%	0	3	1,148.10	3,444.30		3,444.30	0.5%
07	804	Forestry	(Dept)	4	8.3%	3	0	1	25%	0	4	31,828.77	127,315.08		127,315.08	16.8%
07	8	Public Works	(Sub-Loc)	15	31.3%	13	0	2	13%	0	15	10,717.36	160,760.38		160,760.38	21.2%
07	01	Village of Hoffman Estates	(Loc)	48	100.0%	36	4	8	17%	0	48	15,767.84	756,856.40		756,856.40	100.0%
<b>Totals for 2007 Claims:</b>				<b>48</b>	<b>100.0%</b>	<b>36</b>	<b>4</b>	<b>8</b>	<b>17%</b>	<b>0</b>	<b>48</b>	<b>15,767.84</b>	<b>756,856.40</b>		<b>756,856.40</b>	<b>100.0%</b>
08	200	Accounting	(Dept)	1	1.6%	1	0	0	0%	0	1	0.00	0.00		0.00	0.0%
08	206	Customer Service	(Dept)	1	1.6%	0	1	0	0%	0	1	0.00	0.00		0.00	0.0%
08	2	Finance	(Sub-Loc)	2	3.1%	1	1	0	0%	0	2	0.00	0.00		0.00	0.0%
08	300	Administration	(Dept)	1	1.6%	1	0	0	0%	0	1	3,466.28	3,466.28		3,466.28	0.7%
08	301	Fire Suppression	(Dept)	14	21.9%	11	2	1	7%	0	14	1,747.67	24,467.38		24,467.38	4.8%
08	303	Emergency Medical Service	(Dept)	22	34.4%	17	2	3	14%	0	22	10,444.02	229,768.34		229,768.34	44.8%
08	3	Fire	(Sub-Loc)	37	57.8%	29	4	4	11%	0	37	6,964.92	257,702.00		257,702.00	50.2%
08	400	Manager's Office	(Dept)	1	1.6%	0	1	0	0%	0	1	0.00	0.00		0.00	0.0%
08	4	General Government	(Sub-Loc)	1	1.6%	0	1	0	0%	0	1	0.00	0.00		0.00	0.0%
08	700	Patrol	(Dept)	7	10.9%	4	0	3	43%	0	7	8,533.91	59,737.37		59,737.37	11.6%
08	701	Investigations	(Dept)	1	1.6%	0	0	1	100%	0	1	80,561.35	80,561.35		80,561.35	15.7%
08	703	Tactical	(Dept)	2	3.1%	2	0	0	0%	0	2	953.81	1,907.61		1,907.61	0.4%
08	704	Traffic	(Dept)	1	1.6%	0	1	0	0%	0	1	8,049.19	8,049.19		8,049.19	1.6%
08	705	Canine	(Dept)	1	1.6%	1	0	0	0%	0	1	5,940.13	5,940.13		5,940.13	1.2%
08	7	Police	(Sub-Loc)	12	18.8%	7	1	4	33%	0	12	13,016.30	156,195.65		156,195.65	30.4%
08	800	Streets	(Dept)	5	7.8%	4	1	0	0%	0	5	661.38	3,306.90		3,306.90	0.6%
08	801	Water & Sewer	(Dept)	5	7.8%	4	1	0	0%	0	5	410.40	2,052.00		2,052.00	0.4%

**EMPLOYER'S CLAIM SERVICE, INC.**  
**POLICY YEAR (12/31 - 12/30) CUMULATIVE CLAIM SUMMARY**  
**From: 12/31/1996 Through: 11/30/2019**

Year	Code	Description		Claim Cnt	% of Total	Med Only	Comp	Legl	% of Lgl	Open	Clsd	Avg Cost/ Claim	Paid	Outstanding	Total Incurred	% Of Total
08	804	Forestry	(Dept)	2	3.1%	1	0	1	50%	0	2	46,969.21	93,938.41		93,938.41	18.3%
08	8	Public Works	(Sub-Loc)	12	18.8%	9	2	1	8%	0	12	8,274.78	99,297.31		99,297.31	19.3%
08	01	Village of Hoffman Estates	(Loc)	64	100.0%	46	9	9	14%	0	64	8,018.67	513,194.96		513,194.96	100.0%
Totals for 2008 Claims:				64	100.0%	46	9	9	14%	0	64	8,018.67	513,194.96		513,194.96	100.0%
09	300	Administration	(Dept)	2	3.8%	1	1	0	0%	0	2	7,601.49	15,202.97		15,202.97	2.2%
09	301	Fire Suppression	(Dept)	14	26.4%	11	3	0	0%	0	14	4,642.64	64,996.99		64,996.99	9.3%
09	303	Emergency Medical Service	(Dept)	20	37.7%	13	4	3	15%	0	20	17,948.22	358,964.35		358,964.35	51.1%
09	3	Fire	(Sub-Loc)	36	67.9%	25	8	3	8%	0	36	12,199.01	439,164.31		439,164.31	62.6%
09	600	Administration	(Dept)	1	1.9%	0	0	1	100%	0	1	19,350.10	19,350.10		19,350.10	2.8%
09	6	Human Resources Manage	(Sub-Loc)	1	1.9%	0	0	1	100%	0	1	19,350.10	19,350.10		19,350.10	2.8%
09	700	Patrol	(Dept)	8	15.1%	2	2	4	50%	0	8	18,574.08	148,592.67		148,592.67	21.2%
09	704	Traffic	(Dept)	1	1.9%	1	0	0	0%	0	1	2,457.38	2,457.38		2,457.38	0.4%
09	707	Records	(Dept)	1	1.9%	1	0	0	0%	0	1	0.00	0.00		0.00	0.0%
09	7	Police	(Sub-Loc)	10	18.9%	4	2	4	40%	0	10	15,105.01	151,050.05		151,050.05	21.5%
09	800	Streets	(Dept)	1	1.9%	0	0	1	100%	0	1	85,580.51	85,580.51		85,580.51	12.2%
09	801	Water & Sewer	(Dept)	2	3.8%	2	0	0	0%	0	2	592.65	1,185.30		1,185.30	0.2%
09	803	Equipment & Supply	(Dept)	1	1.9%	0	1	0	0%	0	1	4,634.90	4,634.90		4,634.90	0.7%
09	804	Forestry	(Dept)	2	3.8%	2	0	0	0%	0	2	551.70	1,103.40		1,103.40	0.2%
09	8	Public Works	(Sub-Loc)	6	11.3%	4	1	1	17%	0	6	15,417.35	92,504.11		92,504.11	13.2%
09	01	Village of Hoffman Estates	(Loc)	53	100.0%	33	11	9	17%	0	53	13,246.58	702,068.57		702,068.57	100.0%
Totals for 2009 Claims:				53	100.0%	33	11	9	17%	0	53	13,246.58	702,068.57		702,068.57	100.0%
10	200	Accounting	(Dept)	2	4.8%	0	1	1	50%	0	2	21,935.31	43,870.61		43,870.61	7.7%
10	2	Finance	(Sub-Loc)	2	4.8%	0	1	1	50%	0	2	21,935.31	43,870.61		43,870.61	7.7%
10	250	PPO Payments	(Dept)	1	2.4%	1	0	0	0%	0	1	25,802.19	25,802.19		25,802.19	4.5%
10	25	PPO Payments	(Sub-Loc)	1	2.4%	1	0	0	0%	0	1	25,802.19	25,802.19		25,802.19	4.5%
10	301	Fire Suppression	(Dept)	8	19.0%	3	5	0	0%	0	8	3,252.66	26,021.31		26,021.31	4.6%
10	303	Emergency Medical Service	(Dept)	8	19.0%	4	1	3	38%	0	8	22,624.71	180,997.64		180,997.64	31.9%
10	3	Fire	(Sub-Loc)	16	38.1%	7	6	3	19%	0	16	12,938.68	207,018.95		207,018.95	36.4%
10	700	Patrol	(Dept)	15	35.7%	7	4	4	27%	0	15	17,690.70	265,360.50		265,360.50	46.7%



**EMPLOYER'S CLAIM SERVICE, INC.**  
**POLICY YEAR (12/31 - 12/30) CUMULATIVE CLAIM SUMMARY**  
 From: 12/31/1996 Through: 11/30/2019

Year	Code	Description		Claim Cnt	% of Total	Med Only	Comp	Legl	% of Lgl	Open	Clsd	Avg Cost/Claim	Paid	Outstanding	Total Incurred	% Of Total
10	7	Police	(Sub-Loc)	15	35.7%	7	4	4	27%	0	15	17,690.70	265,360.50		265,360.50	46.7%
10	800	Streets	(Dept)	3	7.1%	2	1	0	0%	0	3	251.71	755.12		755.12	0.1%
10	801	Water & Sewer	(Dept)	3	7.1%	3	0	0	0%	0	3	2,370.53	7,111.59		7,111.59	1.3%
10	802	Building & Grounds	(Dept)	1	2.4%	1	0	0	0%	0	1	541.00	541.00		541.00	0.1%
10	804	Forestry	(Dept)	1	2.4%	0	1	0	0%	0	1	17,684.94	17,684.94		17,684.94	3.1%
10	8	Public Works	(Sub-Loc)	8	19.0%	6	2	0	0%	0	8	3,261.58	26,092.65		26,092.65	4.6%
10	01	Village of Hoffman Estates	(Loc)	42	100.0%	21	13	8	19%	0	42	13,527.26	568,144.90		568,144.90	100.0%
<b>Totals for 2010 Claims:</b>				<b>42</b>	<b>100.0%</b>	<b>21</b>	<b>13</b>	<b>8</b>	<b>19%</b>	<b>0</b>	<b>42</b>	<b>13,527.26</b>	<b>568,144.90</b>		<b>568,144.90</b>	<b>100.0%</b>
11	200	Accounting	(Dept)	1	3.2%	0	1	0	0%	0	1	0.00	0.00		0.00	0.0%
11	2	Finance	(Sub-Loc)	1	3.2%	0	1	0	0%	0	1	0.00	0.00		0.00	0.0%
11	250	PPO Payments	(Dept)	1	3.2%	1	0	0	0%	0	1	20,457.16	20,457.16		20,457.16	2.8%
11	25	PPO Payments	(Sub-Loc)	1	3.2%	1	0	0	0%	0	1	20,457.16	20,457.16		20,457.16	2.8%
11	301	Fire Suppression	(Dept)	4	12.9%	2	1	1	25%	0	4	63,247.39	252,989.56		252,989.56	34.7%
11	303	Emergency Medical Service	(Dept)	11	35.5%	9	0	2	18%	0	11	19,510.89	214,619.81		214,619.81	29.4%
11	3	Fire	(Sub-Loc)	15	48.4%	11	1	3	20%	0	15	31,173.96	467,609.37		467,609.37	64.1%
11	700	Patrol	(Dept)	10	32.3%	6	1	3	30%	0	10	23,145.83	231,458.29		231,458.29	31.7%
11	703	Tactical	(Dept)	1	3.2%	0	1	0	0%	0	1	6,447.68	6,447.68		6,447.68	0.9%
11	7	Police	(Sub-Loc)	11	35.5%	6	2	3	27%	0	11	21,627.82	237,905.97		237,905.97	32.6%
11	801	Water & Sewer	(Dept)	1	3.2%	1	0	0	0%	0	1	489.57	489.57		489.57	0.1%
11	804	Forestry	(Dept)	1	3.2%	1	0	0	0%	0	1	2,769.16	2,769.16		2,769.16	0.4%
11	805	Clerical	(Dept)	1	3.2%	0	1	0	0%	0	1	0.00	0.00		0.00	0.0%
11	8	Public Works	(Sub-Loc)	3	9.7%	2	1	0	0%	0	3	1,086.24	3,258.73		3,258.73	0.4%
11	01	Village of Hoffman Estates	(Loc)	31	100.0%	20	5	6	19%	0	31	23,523.59	729,231.23		729,231.23	100.0%
<b>Totals for 2011 Claims:</b>				<b>31</b>	<b>100.0%</b>	<b>20</b>	<b>5</b>	<b>6</b>	<b>19%</b>	<b>0</b>	<b>31</b>	<b>23,523.59</b>	<b>729,231.23</b>		<b>729,231.23</b>	<b>100.0%</b>
12	101	Engineering/Transportation	(Dept)	1	2.3%	1	0	0	0%	0	1	1,556.13	1,556.13		1,556.13	0.4%
12	1	Community Development	(Sub-Loc)	1	2.3%	1	0	0	0%	0	1	1,556.13	1,556.13		1,556.13	0.4%
12	250	PPO Payments	(Dept)	1	2.3%	1	0	0	0%	0	1	49,116.23	49,116.23		49,116.23	14.2%
12	25	PPO Payments	(Sub-Loc)	1	2.3%	1	0	0	0%	0	1	49,116.23	49,116.23		49,116.23	14.2%
12	301	Fire Suppression	(Dept)	12	27.9%	10	1	1	8%	1	11	2,652.76	27,134.13	4,698.99	31,833.12	9.2%

**EMPLOYER'S CLAIM SERVICE, INC.**  
**POLICY YEAR (12/31 - 12/30) CUMULATIVE CLAIM SUMMARY**  
 From: 12/31/1996 Through: 11/30/2019

Year	Code	Description		Claim Cnt	% of Total	Med Only	Comp	Legl	% of Lgl	Open	Clsd	Avg Cost/Claim	Paid	Outstanding	Total Incurred	% Of Total
12	303	Emergency Medical Service	(Dept)	8	18.6%	7	0	1	13%	0	8	21,935.16	175,481.26		175,481.26	50.7%
12	3	Fire	(Sub-Loc)	20	46.5%	17	1	2	10%	1	19	10,365.72	202,615.39	4,698.99	207,314.38	59.9%
12	700	Patrol	(Dept)	9	20.9%	6	1	2	22%	0	9	8,148.55	73,336.98		73,336.98	21.2%
12	701	Investigations	(Dept)	2	4.7%	1	1	0	0%	0	2	341.20	682.40		682.40	0.2%
12	704	Traffic	(Dept)	1	2.3%	1	0	0	0%	0	1	4,940.28	4,940.28		4,940.28	1.4%
12	7	Police	(Sub-Loc)	12	27.9%	8	2	2	17%	0	12	6,579.97	78,959.66		78,959.66	22.8%
12	800	Streets	(Dept)	3	7.0%	2	1	0	0%	0	3	296.81	890.43		890.43	0.3%
12	801	Water & Sewer	(Dept)	5	11.6%	4	1	0	0%	0	5	1,614.09	8,070.44		8,070.44	2.3%
12	804	Forestry	(Dept)	1	2.3%	1	0	0	0%	0	1	257.70	257.70		257.70	0.1%
12	8	Public Works	(Sub-Loc)	9	20.9%	7	2	0	0%	0	9	1,024.29	9,218.57		9,218.57	2.7%
12	01	Village of Hoffman Estates	(Loc)	43	100.0%	34	5	4	9%	1	42	8,050.35	341,465.98	4,698.99	346,164.97	100.0%
Totals for 2012 Claims:				43	100.0%	34	5	4	9%	1	42	8,050.35	341,465.98	4,698.99	346,164.97	100.0%
13	102	Planning	(Dept)	1	2.6%	0	1	0	0%	0	1	481.33	481.33		481.33	0.1%
13	1	Community Development	(Sub-Loc)	1	2.6%	0	1	0	0%	0	1	481.33	481.33		481.33	0.1%
13	200	Accounting	(Dept)	1	2.6%	1	0	0	0%	0	1	342.41	342.41		342.41	0.1%
13	2	Finance	(Sub-Loc)	1	2.6%	1	0	0	0%	0	1	342.41	342.41		342.41	0.1%
13	301	Fire Suppression	(Dept)	8	20.5%	6	2	0	0%	0	8	3,862.32	30,898.53		30,898.53	6.8%
13	303	Emergency Medical Service	(Dept)	6	15.4%	3	1	2	33%	0	6	35,673.45	214,040.72		214,040.72	46.9%
13	3	Fire	(Sub-Loc)	14	35.9%	9	3	2	14%	0	14	17,495.66	244,939.25		244,939.25	53.6%
13	700	Patrol	(Dept)	12	30.8%	4	2	6	50%	1	11	15,020.15	167,971.63	12,270.17	180,241.80	39.5%
13	701	Investigations	(Dept)	1	2.6%	1	0	0	0%	0	1	1,134.37	1,134.37		1,134.37	0.2%
13	7	Police	(Sub-Loc)	13	33.3%	5	2	6	46%	1	12	13,952.01	169,106.00	12,270.17	181,376.17	39.7%
13	801	Water & Sewer	(Dept)	9	23.1%	8	1	0	0%	0	9	3,217.94	28,961.44		28,961.44	6.3%
13	804	Forestry	(Dept)	1	2.6%	1	0	0	0%	0	1	471.75	471.75		471.75	0.1%
13	8	Public Works	(Sub-Loc)	10	25.6%	9	1	0	0%	0	10	2,943.32	29,433.19		29,433.19	6.4%
13	01	Village of Hoffman Estates	(Loc)	39	100.0%	24	7	8	21%	1	38	11,706.98	444,302.18	12,270.17	456,572.35	100.0%
Totals for 2013 Claims:				39	100.0%	24	7	8	21%	1	38	11,706.98	444,302.18	12,270.17	456,572.35	100.0%
14	100	Code Enforcement	(Dept)	1	2.0%	0	1	0	0%	0	1	0.00	0.00		0.00	0.0%
14	102	Planning	(Dept)	1	2.0%	1	0	0	0%	0	1	642.39	642.39		642.39	0.1%

**EMPLOYER'S CLAIM SERVICE, INC.**  
**POLICY YEAR (12/31 - 12/30) CUMULATIVE CLAIM SUMMARY**  
 From: 12/31/1996 Through: 11/30/2019

Year	Code	Description		Claim Cnt	% of Total	Med Only	Comp	Legl	% of Lgl	Open	Clsd	Avg Cost/ Claim	Paid	Outstanding	Total Incurred	% Of Total
14	1	Community Development	(Sub-Loc)	2	4.1%	1	1	0	0%	0	2	321.20	642.39		642.39	0.1%
14	301	Fire Suppression	(Dept)	12	24.5%	9	0	3	25%	1	11	32,244.69	354,848.23	32,088.05	386,936.28	59.6%
14	303	Emergency Medical Service	(Dept)	6	12.2%	3	1	2	33%	0	6	9,013.74	54,082.42		54,082.42	8.3%
14	3	Fire	(Sub-Loc)	18	36.7%	12	1	5	28%	1	17	24,501.04	408,930.65	32,088.05	441,018.70	68.0%
14	401	Cable TV	(Dept)	1	2.0%	1	0	0	0%	0	1	0.00	0.00		0.00	0.0%
14	4	General Government	(Sub-Loc)	1	2.0%	1	0	0	0%	0	1	0.00	0.00		0.00	0.0%
14	600	Administration	(Dept)	1	2.0%	1	0	0	0%	0	1	2,934.04	2,934.04		2,934.04	0.5%
14	6	Human Resources Manage	(Sub-Loc)	1	2.0%	1	0	0	0%	0	1	2,934.04	2,934.04		2,934.04	0.5%
14	700	Patrol	(Dept)	16	32.7%	12	3	1	6%	0	16	12,041.83	192,669.28		192,669.28	29.7%
14	701	Investigations	(Dept)	1	2.0%	0	1	0	0%	0	1	213.50	213.50		213.50	0.0%
14	704	Traffic	(Dept)	1	2.0%	1	0	0	0%	0	1	1,148.28	1,148.28		1,148.28	0.2%
14	7	Police	(Sub-Loc)	18	36.7%	13	4	1	6%	0	18	10,779.50	194,031.06		194,031.06	29.9%
14	800	Streets	(Dept)	1	2.0%	1	0	0	0%	0	1	972.94	972.94		972.94	0.1%
14	801	Water & Sewer	(Dept)	5	10.2%	3	2	0	0%	0	5	1,205.25	6,026.24		6,026.24	0.9%
14	804	Forestry	(Dept)	3	6.1%	3	0	0	0%	0	3	1,103.67	3,311.00		3,311.00	0.5%
14	8	Public Works	(Sub-Loc)	9	18.4%	7	2	0	0%	0	9	1,145.58	10,310.18		10,310.18	1.6%
14	01	Village of Hoffman Estates	(Loc)	49	100.0%	35	8	6	12%	1	48	13,243.60	616,848.32	32,088.05	648,936.37	100.0%
<b>Totals for 2014 Claims:</b>				<b>49</b>	<b>100.0%</b>	<b>35</b>	<b>8</b>	<b>6</b>	<b>12%</b>	<b>1</b>	<b>48</b>	<b>13,243.60</b>	<b>616,848.32</b>	<b>32,088.05</b>	<b>648,936.37</b>	<b>100.0%</b>
15	100	Code Enforcement	(Dept)	1	3.4%	1	0	0	0%	0	1	371.99	371.99		371.99	0.1%
15	1	Community Development	(Sub-Loc)	1	3.4%	1	0	0	0%	0	1	371.99	371.99		371.99	0.1%
15	301	Fire Suppression	(Dept)	9	31.0%	5	1	3	33%	0	9	29,860.63	268,745.66		268,745.66	64.7%
15	303	Emergency Medical Service	(Dept)	6	20.7%	4	0	2	33%	0	6	12,038.88	72,233.27		72,233.27	17.4%
15	3	Fire	(Sub-Loc)	15	51.7%	9	1	5	33%	0	15	22,731.93	340,978.93		340,978.93	82.1%
15	505	Immunization	(Dept)	1	3.4%	1	0	0	0%	0	1	958.06	958.06		958.06	0.2%
15	5	Health & Human Services	(Sub-Loc)	1	3.4%	1	0	0	0%	0	1	958.06	958.06		958.06	0.2%
15	700	Patrol	(Dept)	7	24.1%	6	0	1	14%	0	7	9,232.10	64,624.67		64,624.67	15.6%
15	701	Investigations	(Dept)	1	3.4%	0	1	0	0%	0	1	913.00	913.00		913.00	0.2%
15	7	Police	(Sub-Loc)	8	27.6%	6	1	1	13%	0	8	8,192.21	65,537.67		65,537.67	15.8%
15	800	Streets	(Dept)	1	3.4%	1	0	0	0%	0	1	184.04	184.04		184.04	0.0%

**EMPLOYER'S CLAIM SERVICE, INC.**  
**POLICY YEAR (12/31 - 12/30) CUMULATIVE CLAIM SUMMARY**  
 From: 12/31/1996 Through: 11/30/2019

Year	Code	Description		Claim Cnt	% of Total	Med Only	Comp	Legl	% of Lgl	Open	Clsd	Avg Cost/Claim	Paid	Outstanding	Total Incurred	% Of Total
15	801	Water & Sewer	(Dept)	1	3.4%	1	0	0	0%	0	1	582.07	582.07		582.07	0.1%
15	802	Building & Grounds	(Dept)	1	3.4%	1	0	0	0%	0	1	361.60	361.60		361.60	0.1%
15	804	Forestry	(Dept)	1	3.4%	1	0	0	0%	0	1	6,160.47	6,160.47		6,160.47	1.5%
15	8	Public Works	(Sub-Loc)	4	13.8%	4	0	0	0%	0	4	1,822.05	7,288.18		7,288.18	1.8%
15	01	Village of Hoffman Estates	(Loc)	29	100.0%	21	2	6	21%	0	29	14,314.99	415,134.83		415,134.83	100.0%
Totals for 2015 Claims:				29	100.0%	21	2	6	21%	0	29	14,314.99	415,134.83		415,134.83	100.0%
16	301	Fire Suppression	(Dept)	3	8.1%	2	1	0	0%	0	3	466.15	1,398.44		1,398.44	0.2%
16	303	Emergency Medical Service	(Dept)	4	10.8%	2	0	2	50%	1	3	45,272.03	172,225.13	8,862.97	181,088.10	23.4%
16	3	Fire	(Sub-Loc)	7	18.9%	4	1	2	29%	1	6	26,069.51	173,623.57	8,862.97	182,486.54	23.6%
16	700	Patrol	(Dept)	16	43.2%	13	1	2	13%	0	16	33,242.87	531,885.85		531,885.85	68.9%
16	701	Investigations	(Dept)	1	2.7%	1	0	0	0%	0	1	7,112.66	7,112.66		7,112.66	0.9%
16	703	Tactical	(Dept)	1	2.7%	1	0	0	0%	0	1	140.43	140.43		140.43	0.0%
16	7	Police	(Sub-Loc)	18	48.6%	15	1	2	11%	0	18	29,952.16	539,138.94		539,138.94	69.8%
16	800	Streets	(Dept)	1	2.7%	1	0	0	0%	0	1	329.95	329.95		329.95	0.0%
16	801	Water & Sewer	(Dept)	4	10.8%	3	1	0	0%	0	4	4,394.90	17,579.60		17,579.60	2.3%
16	803	Equipment & Supply	(Dept)	3	8.1%	2	1	0	0%	0	3	7,918.56	23,755.68		23,755.68	3.1%
16	804	Forestry	(Dept)	3	8.1%	3	0	0	0%	0	3	2,216.74	6,650.22		6,650.22	0.9%
16	8	Public Works	(Sub-Loc)	11	29.7%	9	2	0	0%	0	11	4,392.31	48,315.45		48,315.45	6.3%
16	9	Information Systems	(Sub-Loc)	1	2.7%	1	0	0	0%	0	1	2,371.46	2,371.46		2,371.46	0.3%
16	01	Village of Hoffman Estates	(Loc)	37	100.0%	29	4	4	11%	1	36	20,873.31	763,449.42	8,862.97	772,312.39	100.0%
Totals for 2016 Claims:				37	100.0%	29	4	4	11%	1	36	20,873.31	763,449.42	8,862.97	772,312.39	100.0%
17	301	Fire Suppression	(Dept)	1	5.6%	0	0	1	100%	1	0	108,018.00	16,364.25	91,653.75	108,018.00	26.6%
17	303	Emergency Medical Service	(Dept)	5	27.8%	3	0	2	40%	1	4	57,984.81	214,747.12	75,176.91	289,924.03	71.4%
17	3	Fire	(Sub-Loc)	6	33.3%	3	0	3	50%	2	4	66,323.67	231,111.37	166,830.66	397,942.03	98.0%
17	700	Patrol	(Dept)	5	27.8%	5	0	0	0%	0	5	757.36	3,786.80		3,786.80	0.9%
17	701	Investigations	(Dept)	1	5.6%	1	0	0	0%	0	1	0.00	0.00		0.00	0.0%
17	703	Tactical	(Dept)	1	5.6%	1	0	0	0%	0	1	1,114.58	1,114.58		1,114.58	0.3%
17	7	Police	(Sub-Loc)	7	38.9%	7	0	0	0%	0	7	700.20	4,901.38		4,901.38	1.2%
17	800	Streets	(Dept)	1	5.6%	1	0	0	0%	0	1	2,186.65	2,186.65		2,186.65	0.5%

**EMPLOYER'S CLAIM SERVICE, INC.**  
**POLICY YEAR (12/31 - 12/30) CUMULATIVE CLAIM SUMMARY**  
 From: 12/31/1996 Through: 11/30/2019

Year	Code	Description		Claim Cnt	% of Total	Med Only	Comp	Legl	% of Lgl	Open	Clsd	Avg Cost/Claim	Paid	Outstanding	Total Incurred	% Of Total
17	804	Forestry	(Dept)	4	22.2%	4	0	0	0%	0	4	246.90	987.59		987.59	0.2%
17	8	Public Works	(Sub-Loc)	5	27.8%	5	0	0	0%	0	5	634.85	3,174.24		3,174.24	0.8%
17	01	Village of Hoffman Estates	(Loc)	18	100.0%	15	0	3	17%	2	16	22,556.54	239,186.99	166,830.66	406,017.65	100.0%
<b>Totals for 2017 Claims:</b>				<b>18</b>	<b>100.0%</b>	<b>15</b>	<b>0</b>	<b>3</b>	<b>17%</b>	<b>2</b>	<b>16</b>	<b>22,556.54</b>	<b>239,186.99</b>	<b>166,830.66</b>	<b>406,017.65</b>	<b>100.0%</b>
18	100	Code Enforcement	(Dept)	1	2.9%	0	1	0	0%	0	1	605.84	605.84		605.84	0.2%
18	1	Community Development	(Sub-Loc)	1	2.9%	0	1	0	0%	0	1	605.84	605.84		605.84	0.2%
18	301	Fire Suppression	(Dept)	8	23.5%	4	3	1	13%	0	8	6,056.13	48,449.03		48,449.03	13.9%
18	303	Emergency Medical Service	(Dept)	5	14.7%	3	0	2	40%	2	3	25,304.55	52,467.12	74,055.63	126,522.75	36.3%
18	3	Fire	(Sub-Loc)	13	38.2%	7	3	3	23%	2	11	13,459.37	100,916.15	74,055.63	174,971.78	50.2%
18	700	Patrol	(Dept)	14	41.2%	11	1	2	14%	2	12	11,997.10	142,268.22	25,691.20	167,959.42	48.2%
18	7	Police	(Sub-Loc)	14	41.2%	11	1	2	14%	2	12	11,997.10	142,268.22	25,691.20	167,959.42	48.2%
18	800	Streets	(Dept)	2	5.9%	2	0	0	0%	0	2	375.71	751.41		751.41	0.2%
18	801	Water & Sewer	(Dept)	1	2.9%	1	0	0	0%	0	1	618.53	618.53		618.53	0.2%
18	802	Building & Grounds	(Dept)	1	2.9%	1	0	0	0%	0	1	1,855.66	1,855.66		1,855.66	0.5%
18	804	Forestry	(Dept)	1	2.9%	1	0	0	0%	0	1	1,179.47	1,179.47		1,179.47	0.3%
18	805	Clerical	(Dept)	1	2.9%	0	1	0	0%	0	1	727.84	727.84		727.84	0.2%
18	8	Public Works	(Sub-Loc)	6	17.6%	5	1	0	0%	0	6	855.49	5,132.91		5,132.91	1.5%
18	01	Village of Hoffman Estates	(Loc)	34	100.0%	23	6	5	15%	4	30	10,255.00	248,923.12	99,746.83	348,669.95	100.0%
<b>Totals for 2018 Claims:</b>				<b>34</b>	<b>100.0%</b>	<b>23</b>	<b>6</b>	<b>5</b>	<b>15%</b>	<b>4</b>	<b>30</b>	<b>10,255.00</b>	<b>248,923.12</b>	<b>99,746.83</b>	<b>348,669.95</b>	<b>100.0%</b>
19	301	Fire Suppression	(Dept)	7	33.3%	5	1	1	14%	3	4	16,565.60	43,749.75	72,209.48	115,959.23	38.9%
19	303	Emergency Medical Service	(Dept)	3	14.3%	3	0	0	0%	0	3	306.77	920.32		920.32	0.3%
19	3	Fire	(Sub-Loc)	10	47.6%	8	1	1	10%	3	7	11,687.96	44,670.07	72,209.48	116,879.55	39.2%
19	700	Patrol	(Dept)	11	52.4%	7	2	2	18%	5	6	16,506.01	135,176.32	46,389.78	181,566.10	60.8%
19	7	Police	(Sub-Loc)	11	52.4%	7	2	2	18%	5	6	16,506.01	135,176.32	46,389.78	181,566.10	60.8%
19	01	Village of Hoffman Estates	(Loc)	21	100.0%	15	3	3	14%	8	13	14,211.70	179,846.39	118,599.26	298,445.65	100.0%
<b>Totals for 2019 Claims:</b>				<b>21</b>	<b>100.0%</b>	<b>15</b>	<b>3</b>	<b>3</b>	<b>14%</b>	<b>8</b>	<b>13</b>	<b>14,211.70</b>	<b>179,846.39</b>	<b>118,599.26</b>	<b>298,445.65</b>	<b>100.0%</b>

**EMPLOYER'S CLAIM SERVICE, INC.**  
**POLICY YEAR (12/31 - 12/30) CUMULATIVE CLAIM SUMMARY**  
**From: 12/31/1996 Through: 11/30/2019**

Year Code	Description	Claim Cnt	% of Total	Med Only	Comp	Legl	% of Lgl	Open	Clsd	Avg Cost/Claim	Paid	Outstanding	Total Incurred	% Of Total
250	Village of Hoffman Estates	860		573	140	147		19	841	14,260.06	11,748,426.03	515,224.42	12,263,650.45	

Open Medical: 2  
 Open Comp: 3  
 Open Legal: 14