



AGENDA

GENERAL ADMINISTRATION & PERSONNEL COMMITTEE VILLAGE OF HOFFMAN ESTATES

July 27, 2009

7:00 p.m. – Helen Wozniak Council Chambers

Members: Karen Mills, Chairperson
Ray Kincaid, Vice-Chairperson
Gary Pilafas, Trustee

- I. Roll Call
- II. Approval of Minutes – June 8, 2009 & June 22, 2009

NEW BUSINESS

1. Discussion regarding Cable TV Franchise renewal.
2. Request approval of an ordinance authorizing the sale of personal property owned by the Village.
3. Request approval of a resolution regarding notarization and verification of documents (Village notaries).
4. Request acceptance of Cable TV Monthly Report.
5. Request acceptance of Human Resources Management Monthly Report.

III. Other

IV. Adjournment

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VILLAGE OF HOFFMAN ESTATES

GENERAL ADMINISTRATION & PERSONNEL COMMITTEE June 8, 2009

I. Roll Call

Members in Attendance:

Trustee Karen Mills, Chair
Trustee Ray Kincaid, Vice-Chair
Trustee Gary Pilafas, Member

**Other Corporate Authorities
in Attendance:**

Trustee Cary Collins
Trustee Jacquelyn Green
Trustee Anna Newell
Village President William D. McLeod

**Management Team
in Attendance:**

James H. Norris, Village Manager
Arthur L. Janura Jr., Corporation Counsel
Dan O'Malley, Deputy Village Manager
Mark Koplin, Asst. Village Manager – Development Services
Mike Hankey, Director of Transportation
Don Plass, Director of Code Enforcement
Patrick Seger, Director of HRM
Gary Skoog, Director of Economic Development

Others in Attendance:

News Reporter from the Chicago Tribune

The General Administration and Personnel Committee meeting was called to order at 7:43 p.m.

II. Approval of Minutes

Motion by Trustee Collins, seconded by Trustee Newell, to approve the General Administration and Personnel Committee meeting minutes of May 11, 2009. Voice vote taken. All ayes. Motion carried.

NEW BUSINESS

1. Discussion regarding Legislative Update.

A Committee Agenda Item summary sheet and detailed report reviewing legislation that has recently been acted upon and an overview of pending legislation from Rebecca Suhajda, Administrative Intern, was presented to the Committee.

Ms. Suhajda provided an overview of pending legislation and its potential positive or negative impacts on the village.

Trustee Collins and Trustee Mills complimented Ms. Suhajda on a well-done report.

2. Request acceptance of Cable TV Monthly Report.

The Cable TV Monthly Report was presented to the Committee.

Motion by Trustee Pilafas, seconded by Trustee Collins, to accept the Cable TV Monthly Report. Voice vote taken. All ayes. Motion carried.

3. Request acceptance of Human Resources Management Monthly Report.

The Human Resources Management Monthly Report was presented to the Committee.

Motion by Trustee Collins, seconded by Trustee Pilafas, to accept the Human Resources Management Monthly Report. Voice vote taken. All ayes. Motion carried.

III. President's Report – None

IV. Other

Trustee Pilafas asked and consensus was received to implement a summer schedule for meetings in July and August. Board meetings will be held on the 1st Monday night of July and August and all six committee meetings on the 4th Monday night of July and August. No Board or Committee meetings will be held on the 2nd and 3rd Monday nights of those two months.

V. Items in Review

1. Revisions to the Board Policy Manual (September 2009)

VI. Adjournment

Motion by Trustee Pilafas, seconded by Trustee Collins, to adjourn the meeting at 8:10 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Vicki Richardson

Date

**SPECIAL GENERAL ADMINISTRATION & PERSONNEL
COMMITTEE MEETING MINUTES**

June 22, 2009

I. Roll Call

Members in Attendance:

**Karen Mills, Chairperson
Ray Kincaid, Vice Chairperson
Gary Pilafas, Trustee**

**Other Corporate Authorities
in Attendance:**

**Trustee Cary Collins
Trustee Jackie Green
Trustee Anna Newell
Mayor William McLeod**

**Management Team Members
in Attendance:**

**James Norris, Village Manager
Arthur Janura, Corporation Counsel
Dan O'Malley, Deputy Village Manager
Mark Koplun, Asst. Vlg. Mgr., Dev. Services
Pete Gugliotta, Director of Planning
Gary Skoog, EDA Coordinator
Ken Hari, Director of Public Works
Rachel Musiala, Asst. Director of Finance
Gordon Eaken, Dir. of Information Systems
Algean Garner, Dir. of Health & Human
Clint Herdegen, Police Chief
Bob Gorvett, Fire Chief
Dave Christensen, Emergency Svcs. Coord.
Becky Suhajda, Admin. Intern**

Others in Attendance

Reporters from Chicago Tribune

The Special General Administration & Personnel meeting was called to order at 8:06 p.m.

NEW BUSINESS

- 1. Discussion regarding the Hoffman Estates Park District's 8th annual Party in the Park event to be held on Saturday, August 8, 2009 and request waiver of certain fees associated with the Party in the Park event.**

An item summary sheet from Becky Suhajda was presented to Committee.

Motion by Trustee Collins, seconded by Mayor McLeod, to approve request of waiver of certain fees associated with the Hoffman Estates Park District's Party in the Park event. Voice vote taken. All ayes. Motion carried.

II. Other

II. Adjournment

Motion by Trustee Collins, seconded by Trustee Pilafas, to adjourn the meeting at 8:08 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Debbie Schoop, Executive Assistant

Date

COMMITTEE AGENDA ITEM

VILLAGE OF HOFFMAN ESTATES

SUBJECT: Cable TV Franchise Renewal

MEETING DATE: July 27, 2009

COMMITTEE: General Administration and Personnel

FROM: Bruce Anderson, CATV Coordinator

PURPOSE: Request approval to:

- a) enter into a Franchise Agreement between Village of Hoffman Estates and Comcast of Illinois VI, LLC; and
- b) amend Article 3, Cable Communications, of Chapter 14, Telecommunications, of the Hoffman Estates Municipal Code.

BACKGROUND: The Village entered into a 10-year Cable TV franchise in March of 1997. The FCC renewal process provides a three year window in which to prepare and renew a cable franchise. The Regional Cable Group (RCG: Hoffman Estates, Palatine, Buffalo Grove, Elk Grove and Rolling Meadows) began doing a needs ascertainment in 2005 as part of the renewal process for a 2007 renewal. That time frame was abandoned, by mutual agreement, as the State of Illinois developed and passed the Cable and Video Competition Law of 2007 (the Act) and both Comcast and the RCG waited to see what would happen in light of the new law.

In 2008, after reviewing the provisions of the Act, Comcast decided to remain with local franchises rather than opting to go with the state model. Meetings were held between Comcast and members of the RCG at Buffalo Grove to complete negotiations on the new franchise. The RCG reviewed other franchises that Comcast had done locally, as well as nationally. Negotiations were completed at the end of June 2009. The franchise document was reviewed by William Raysa, Buffalo Grove's Counsel, and also by Art Janura.

DISCUSSION: The proposed franchise document, though containing more sections (11 vs. 7), is a much smaller document (16 pages) than the previous one (55 pages), due primarily to referencing language in

the Act and our Municipal Code. Much of the information formerly spelled out in the franchise is now contained in Chapters 14 and 18 of the Municipal Code (Code), which were updated and expanded due to the Act. Chapter 14 of the Code spells out the customer protection requirements and Chapter 18 addresses construction standards. These two sections alone made up 20 pages of the old agreement, whereas Section 3 (Construction and Maintenance) is only one (1) page, and Section 4 (Service Operations and Privacy Protections) is 1.5 pages and also contains much of the General Provisions (5 pages) of the old agreement. Those two Chapters (14 and 18) also contain several of the definitions that were formerly in the franchise agreement, cutting that section from 11 pages to four.

Section 2 (Grant of Authority) in the new franchise contains provision of two sections of the old franchise. Much of the language has been streamlined in the new document as the terms are much more commonly used and understood than they were 12 years ago. For example, Subsection 4.5 of the old agreement (Acceptance of Franchise) has been cut out almost entirely as those terms are now understood as a de facto part of the agreement under federal law. Section 9 of the new document covers Enforcement of Franchise provisions.

Section 4 (Service Obligations) covers the obligations to service Municipal and School buildings, has been streamlined as it is covered in part by the Act. Comcast will continue to provide a free drop to these buildings. The Act provides that AT&T can provide service to 50% of the buildings where its service is available. There are still large areas of the Village where that service is not available. The categories of programming have also been streamlined.

Section 5 (Rates, Fees and Records) has been trimmed as rate regulation has gone by the wayside due to federal regulation regarding "effective competition." The franchise fee and audit provisions have been streamlined while retaining our rights.

Section 6 (System Transfer) and Section 7 (Insurance and Indemnity) maintain requirements for those important provisions in a more concise manner. Transfer of control will still require Village approval, and has been expanded to address possible transfer due to insolvency, which is a more real, though still unlikely, possibility in today's economic environment.

The liability and security language is vastly reduced, referencing the requirements set forth in Chapter 18 of the Code.

Section 9 (Enforcement of Franchise) covers the procedures to follow if Comcast violates the requirements of the franchise. The section on damages has been incorporated in Chapter 14.4 of the Code as part of provision of the Act.

Section 10 covers Public, Educational and Governmental (PEG) Access provisions and Emergency Alert System provisions. This area allows Comcast's to relocate Channel 6 as part of a region-wide channel realignment but results in up to \$1,000 in Comcast rebranding assistance, which is a unique provision for us

Section 11, (Misc Provisions) covers Franchise Enforcement, Notice, Force Majeure, Severability and Modification provisions, with language similar to that of the old agreement.

Article 3, Chapter 14 of our Code is essentially the franchise agreement and so needs to be changed once the franchise is accepted to reflect the new terms.

FINANCIAL IMPACT:

Franchise revenues remain at 5%, but may be slightly reduced due to changes in the definition of Gross Revenues and subscriber attrition due to competition. Payment will occur quarterly.

There is now a provision for pass-through of a PEG capitol funding fee of up to \$.35 per subscriber per month (approximately \$3,500 per month or \$42,000 per year). This money could be used to pay for expenses such as television production equipment, like was recently installed in the Council Chambers, purchase of new equipment or replacement of existing production equipment. However current law does not provide for staffing expenses. This is something that is currently under review at the federal level and could change in the future.

RECOMMENDATION:

Staff recommends approval to:

- a) enter into a Franchise Agreement between Village of Hoffman Estates and Comcast of Illinois VI, LLC; and
- b) amend Article 3, Cable Communications, of Chapter 14, Telecommunications, of the Hoffman Estates Municipal Code.

FRANCHISE AGREEMENT

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 (hereinafter, "Grantee"), a wholly-owned indirect subsidiary of Comcast Corporation, a publicly traded Pennsylvania corporation." on this ____ day of _____, 2009 (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 and shall be governed by the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 *et seq.* (the "Cable Act").

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.

"Access Channel" means a channel position for Public, Educational and/or Governmental access as defined herein.

"Public Access" is noncommercial use of an access channel by the public on a first-come, first-served, nondiscriminatory basis. A Public Access Channel may not be used to cablecast programs for profit, or for non-profit, political or commercial fundraising in any fashion.

"Educational Access" is noncommercial use of an access channel by educational institutions, such as public or private schools (but not "home schools"), community colleges, and universities.

"Government Access" is noncommercial use of an access channel by the Grantee for the purpose of providing local government information and programming.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, as the same may be amended from time to time.

"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" means a facility 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 a community.

"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 the term television channel is defined by the Federal Communications Commission by regulation.

"Converter" means an electronic device, which converts signal carriers from one form to another.

"Customer" or "Subscriber" means a Person who lawfully receives and pays for Cable Service with the Grantee's express permission and does not further distribute it.

"Dwelling Unit" means a single-family or multiple-family residential place of occupancy.

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

"Franchise" means the initial authorization, or renewal thereof (which has been granted subject to Section 626 of the Cable Act [47 U.S.C. §§ 546]), 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 and operation of the Cable System.

"Franchise Agreement" or "Agreement" shall mean this non-exclusive 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.

"Franchise Fee" shall include any tax, fee, or assessment of any kind imposed by the Village or other government entity on the Grantee or a Cable Subscriber solely because of their status as such. The term "Franchise Fee" does not include any tax, fee or assessment of general applicability (including any such tax, fee, or assessment imposed upon both utilities and Cable Operators or their services, but not including a tax, fee or assessment which is unduly discriminatory against the Grantee or Cable Subscribers); capital costs which are required by the Franchise to be incurred by Grantee for the establishment and operation of Public, Educational, or Governmental Access Facilities; requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, liquidated damages; or any fee imposed under Title 17, U.S. Code.

“Grantee” means Comcast of Illinois VI, LLC or the lawful successor, transferee, designee, or assignee thereof.

“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. Cable Service revenue includes but is not limited to, monthly fees charged Subscribers for basic Cable Service; any expanded tiers of Cable Service; premium Services; Pay-per-view Service; other optional Service; installation, reconnection, and change-in-Service fees; remote control rental fees; revenues from sales of converters or other Cable System equipment; advertising revenues; revenues from program guides; late fees; and revenue from home shopping. Gross Revenue shall also include such other revenue sources directly related to the provision of Cable Service as may now exist or hereafter develop from the operation of the Cable System within the Village, provided that such revenues, fees, receipts, or charges may lawfully be included in the Gross Revenue base for purposes of computing the Village’s/City’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, advertising sales commissions, nor any taxes, fees (not including franchise fees) or assessments imposed or assessed by any governmental authority.

The Village intends and desires to collect Franchise Fee revenue on the Franchise Fee as well as all non-subscriber revenue pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th 1997) and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th 2003), respectively.

“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.

“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.

“Right-of-Way” or **“Rights-of-Way”**- Any street, alley, other land or waterway including the surface, the air space above the surface and the area below the surface, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including but not limited to, public utility easements and other easements which have been dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, in which the Village has the right and authority to authorize, regulate or permit the location of facilities other than those of the Village. “Right-of-way” or “Rights-of-way” shall not include any real or personal Village property that is not specifically described in the previous two sentences and shall not include Village buildings, fixtures and other structures or improvements, regardless of whether they are situated in the right-of-way.

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

“Village Board” means the corporate authorities of the Village of Hoffman Estates, Illinois.

“Village Manager” means the duly appointed Village Manager of the Village of Hoffman Estates, or his or her designee.

SECTION 2 - Grant of Authority

2.1. Grant of Franchise. The Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Rights-of-Way within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Right-of-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 this Franchise Agreement shall be ten (10) years from and after 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.

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.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall: (i) abrogate the right of the Village to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (iii) be construed as a waiver or release of the rights of the Village in and to the Rights-of-Ways.

2.5. Police Powers. The right is hereby reserved to the Village to adopt and enforce in addition to the terms, conditions and provisions contained in this Agreement and in otherwise existing applicable ordinances, such additional generally applicable ordinances, rules and regulations as it shall find necessary in the exercise of its police powers for the health, safety and welfare of the public.

2.6. Competitive Equity.

2.6.1. In the event that the Village grants an additional Franchise to use and occupy the Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with applicable federal, state and local law, including 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 inform the Grantee of the filing of said application.

SECTION 3 - Construction and Maintenance of the Cable System

3.1. Generally. Except as otherwise provided in this Agreement, all construction and maintenance of the Cable System shall be in accordance with Chapter 18 "Construction of Utility Facilities in the Rights-of-Way" of the Village of Hoffman Estates Municipal Code 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 place 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. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee shall be entitled to reimbursement of its relocation costs under this Section from public or private funds, or payment in advance from private funds, allocated for the project to the same extent as such funds are made available to other users of the Rights-of-Way, provided that any utility's exercise of authority granted under its tariff to charge consumers for the cost of the project shall not be considered to be public or private funds.

3.4. The Grantee shall not be required to relocate its facilities unless it has been afforded at least thirty (30) calendar 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.

3.5. Emergency Removal of Plant. Whenever, in case of emergency, it becomes necessary in the judgment of the Village in the exercise of its Police Powers for the health, safety and welfare of the public, to remove or damage any of the Grantee's facilities, no charge shall be made by the Grantee against the Village for restoration or repair; provided the Village shall endeavor to notify the Grantee of the situation prior to taking such action, if reasonably possible.

SECTION 4 - Service Obligations and Privacy Protections

4.1. Customer Service Obligations. Grantee and the Village 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 Sections 14-14-1 and 14-14-2 of the Village of Hoffman Estates Municipal Code (Customer Protection Law and Customer Service

and Privacy Protection Law). Enforcement of such 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.*

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 cable plant mile measured from the existing Cable System's nearest 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 feet (125 feet) of the Grantee's distribution cable.

4.2.1. Extension of Service and System. 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 in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.2.2. Grantee shall not deny access to its Cable Service within the Village because of the income or minority status of the residents within the Village.

4.3. Service to School Buildings. Pursuant to 220 ILCS 5/22-501(f), the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to each State accredited K-12 public and private school, not including "home schools," located in the Franchise Area within one hundred twenty five feet (125) of the Grantee's distribution cable.

4.4. Service to Governmental Facilities. Pursuant to 220 ILCS 5/22-501(f), the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to each municipal building located in the Franchise Area within one hundred twenty five (125) feet of Grantee's distribution cable. "Municipal buildings" are those buildings owned or leased by the Village for government administrative purposes, and shall not include buildings owned by Village but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

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

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

4.6. New Developments. In cases of new construction or property development where utilities are to be placed underground, the Village agrees to require the developer or property owner to provide the Grantee written notice concurrent with notice to the other utilities of such construction or development, and of the particular date on which open trenching will be available for the Grantee's installation of conduit, pedestals, and/or vaults and laterals for the Cable System. The Grantee shall also provide specifications to the developer or property owner as

needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if the Grantee fails to install its conduit, pedestals and/or vaults and laterals for the Cable System during the period (not less than 10 days) when the trenches are available, as designated in the notice given by the property owner or developer to the Grantee, then any additional cost is to be borne by the Grantee.

4.7. Notice to Grantee. The Village shall notify, or require the developer or property owner to notify, the Grantee of any and all planned developments in its Franchise Area or those located in areas expected to be annexed. Such notices shall be provided at the time of notice to all other utilities or like occupants of the Village's Rights-of-Way. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering, construction and capital resources. Should the Village fail to provide advance notice of such developments 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.

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 rate for Franchise fees than any other Person paying a video service provider fee or similar fee under state authorization or otherwise providing similar 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. 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 Franchise Fee payments, owed by Grantee in accordance with this Section which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of twelve percent (12%) or two (2) percent over prime lending rates as quoted by JP Morgan Chase & Co. or its successor, whichever is higher, computed daily from time due until paid. Any undisputed overpayments made by Grantee to the Village shall be returned or credited upon discovery of such overpayment and shall be payable within forty-five (45) days of the receipt of written notice from Grantee.

5.1.1. Change in Amount. The Parties acknowledge that, at present, applicable federal law limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that at any time during the duration of this Franchise, the Village is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then the Village may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the Village up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the Village conducts a public hearing on the proposed amendment; (iii) the Village approves the amendment by ordinance; and (iv) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.2. Village's Right of Inspection and Audit.

5.2.1. Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the City shall have the right to inspect the Grantee's financial records used to calculate the Village's franchise fees or PEG fees; provided, however, that any such inspection shall take place within the time period specified in the Village's generally applicable Taxpayer Rights and Responsibilities Ordinance, from the date the City receives such payment, after which period any such payment shall be considered final.

5.2.2. Upon the completion of an independent audit by the Village, the Village shall provide to the Grantee a final report setting forth the Village's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Village with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Village by the Grantee, or overpayment to the Village by the Grantee as the case may be, as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

5.2.3. Any "Finally Settled Amount(s)" due to the Village as a result of such audit shall be paid to the Village by the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Any overpayment by the Grantee to the Village shall be credited against subsequent franchise fee payments by the Grantee to the Village until such time as the overpayment is fully credited; or shall be paid by the Village to the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount" in the event no subsequent franchise fee payments are due to the Village. In the event Grantee or the Village does not pay the "Finally Settled Amount" within thirty (30) days, Grantee or the Village shall be charged and shall pay, in addition to the amount due, interest on the amount due equal to the prevailing prime rate plus two hundred basis points of interest compounded daily from the due date for payment of the "Finally Settled Amount."

5.3. Books and Records.

5.3.1. Access to Books and Records. Upon fourteen (14) days' notice to Grantee, the Village or its designated independent representative shall have the right to examine books and records reasonably related to Grantee's compliance with its obligations under this Agreement, including the fees described in Sections 5.1 and 10.7 of this Agreement. The Village shall have no right to examine any aspect of the books and records that does not reasonably relate to Grantee's obligations under this Agreement.

5.3.2. Confidentiality and 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. 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 Village's representative. Village's representative will sign a reasonable confidentiality agreement. In the event that the Village has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information that 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 to the extent permitted by law and at Grantee's expense. 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.

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. 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. 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. Within thirty (30) days of 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.

6.2. Insolvency. 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 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. Section 537 and require the Village's/City's consent thereto in the manner described in Section 6.1.

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 Comprehensive General Liability Insurance with the Village named as an additional insured with primary coverage for any claim arising out of the franchisee's operation and provide the Village certificates of insurance in accordance with the Village's generally applicable Right of Way Ordinance.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, in accordance with the Village's generally applicable Right of Way Ordinance.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the Village, its officers, employees and agents.

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

SECTION 8 - System Description

8.1. 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. Upon written request, the Grantee shall provide the Village with proof of its continuing performance in accordance with said specifications in order to determine compliance with the FCC technical standards.

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 the material terms 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: (i) to respond to the Village, contesting the assertion of noncompliance or default; or (ii) to cure such default; or (iii) 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 and request additional time from the Village to complete the cure.

9.3. Enforcement. Subject to applicable federal and state law, 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, 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 it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and an audio/video recording shall be made. A copy of the recording shall be made available to the Grantee within ten (10) business days after the hearing. The Grantee may, at its own expense, arrange for a written transcript of the public hearing. The decision of the Village shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to any court whose jurisdiction includes Cook County, Illinois.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's/City's ability pursuant to Section 4.1 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Cable and Video Customer Protection Law; and, pursuant to Section 3.1 of this Franchise Agreement. 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 exercise from time to time and as often and in such order as may be deemed expedient by the Village.

SECTION 10 - Public, Educational and Governmental (PEG) Access 10.1. PEG Capacity. Grantee shall provide capacity, at no charge to the Village for the Village's noncommercial public, educational and governmental ("PEG") access programming through Grantee's Cable Service consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the Grantee provides three (3) channels ("the PEG Channels") for utilization by the Village. Unless otherwise agreed to by the Village and the Grantee, and consistent with applicable law, two (2) of the PEG Channels may be offered on the Grantee's Basic Digital Tier of Service.

10.2. Initial Channel Assignment. As of the effective date of this Agreement, the PEG channels described in Section 10.1 above have been assigned by the Grantee to channel numbers 6, 18 and 19 on the basic service tier on the Grantee's Cable System.

10.3. Relocation. If during the term of this Franchise Agreement, the Grantee initiates a channel line-up change that results in the relocation of PEG programming from channel 6, the Grantee, in addition to providing the Village with at least thirty (30) days' advance notice of the change, shall reimburse the Village for its reasonable and documented costs of changes to "channel-marked items," such as logos, stationery, envelopes and business cards necessitated by such line-

up change in an amount not to exceed one thousand dollars (\$1,000.00). Further, the Grantee agrees to cooperate with the Village to notify subscribers of the channel relocation through reasonable promotional assistance (subject to the Grantee's operational requirements applicable thereto) such as a message included on billing statements or the inclusion of an insert in the Grantee's billing statements as may be provided by the Village to the Grantee's billing services provider. 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.

10.4. Comcast Access Facility Usage. To the extent the Grantee operates and maintains public access studio facilities and equipment in the metropolitan Chicago area, Grantee agrees that these facilities and equipment will be available to residents of the Village on a first-come, non-discriminatory basis for the production of public access programming consistent with the Grantee's public access rules and procedures. Nothing herein shall be construed to require the Grantee to operate or maintain any public access studios or equipment.

10.5. Enhancing PEG Access. The Grantee and the Village further agree to work in cooperation to explore other economically and technically feasible means by which PEG access utilization and programming can be delivered in a digital format.

10.6. Origination Point. At such time that the Village determines that it wants the capacity to allow subscribers in the Village to receive PEG access programming which may originate 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 establish or change a location from which PEG programming is originated; or in the event the Village wants to upgrade the connection to the Grantee from an existing signal point of origination, 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 in no event longer than sixty (60) days from when Grantee receives all necessary information regarding the work sought. 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 in no event longer than sixty (60) days.

10.7. PEG Access Funding.

10.7.1. At its sole discretion, the Village may designate PEG access projects, including the origination point described in Section 10.6 above, to be funded by the Village through pass through funds collected by the Grantee as follows. 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 thirty-five cents (\$0.35) 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 notice shall include a description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment. The Grantee shall collect the external charge over such period as is mutually agreed upon by the Village and the Grantee, and shall make the PEG Capital Fee payments from such sums at the same time and in the same manner as Franchise Fee payments. The payments shall be expended only for costs associated with PEG access as permitted by applicable law.

Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the Village's written request.

10.7.2. For any payments owed by Grantee in accordance with this Section 10.7 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of two (2) percent over prime lending rates as quoted by Chase Bank U.S.A. or its successor, computed daily 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.

10.7.3. 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.

10.8. Rules and Procedures for Use of PEG Access Channels. The Village shall be responsible for establishing and enforcing rules for the non-commercial use of public, educational and governmental access channels and to promote the use and viewership of the channels.

10.9. Editorial Control. Grantee shall not exercise any editorial control over any use of PEG channels, nor shall Grantee or its Affiliates incur any criminal or civil liability pursuant to the federal, state or local laws of libel, slander, obscenity, incitement, invasions of privacy, false or misleading advertising, or other similar laws for any programs carried on any PEG channel.

10.10. Allocation and Use of PEG Channel(s).

10.10.1. By Village. The PEG Channel(s) is(are), and shall be, operated by the Village, and the Village may at any time allocate or reallocate the usage of the PEG Channel(s) among and between different uses and users.

10.10.2. By Grantee. The Village shall adopt rules and procedures under which the Grantee may use the PEG Channel(s) for the provision of Video Programming if the PEG Channel(s) are not being used for their respective purposes pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

10.11. PEG Signal Quality. Provided PEG signal feeds are 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 technical standards as the remainder of the Cable System set forth in this Agreement.

10.12. 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 agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

SECTION 11 - Miscellaneous Provisions

11.1. 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.

11.2. Failure To Enforce Franchise. The Grantee shall not be excused from complying with any of the terms and conditions of this Franchise 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.

11.3. Notice. All notices 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

Either party may change its address and addressee for notice by notice to the other party under this Section. Notice by hand delivery, and notice by overnight courier service shall be deemed received when delivered, and notice by mail shall be deemed delivered three days after placing in the United States Mail.

11.4. 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, and there are no representations or agreements among the parties except as specifically set forth herein. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

11.5. 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 found to be unenforceable in a final judicial or administrative proceeding, either party may notify the other in writing that the Franchise has been materially altered by the finding of unenforceability and elect to begin the franchise renewal process provided by the Cable Act, 47 U.S.C. Section 546, with the franchise expiring thirty-six (36) months from the date of service of the written notice.

11.6. 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.

11.7. Modification. Except as provided in Section 5.1.1, 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 resolution/ordinance by the Village, as required by applicable law.

11.8. 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.

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

11.10. Validity of Franchise Agreement. The Parties acknowledge and agree on the validity of the terms and conditions of this Franchise Agreement, in their entirety, and that the Parties shall not, at any time, challenge any provision, term, or condition of this Franchise Agreement as unreasonable, arbitrary, or void, or that the Parties had no power or authority to make such provision, term, or condition as part of, or pursuant to this Franchise Agreement, except as to those matters which are hereafter preempted by new or amended federal or state law or judicial or administrative orders or decrees.

11.11. Validity of Law. Notwithstanding the provisions of Section 11.9, this Franchise Agreement shall not preclude Grantee from challenging the validity of the Cable and Video Competition Law of 2007 (220 ILCS 5/21-100 *et seq.*) or the Cable and Video Customer Protection Law (220 ILCS 22/501 *et seq.*).

11.12. Performance. The Village and the Grantee agree to be bound by, and to timely and fully perform and fulfill all of the terms, conditions, and representations of this Franchise Agreement. All provisions of this Franchise Agreement shall be binding upon the parties and their successors, lessees, delegees, or assignees, subject to the terms and conditions set forth herein.

11.13. Successor Franchise Agreement. Upon passage and approval of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to replace all existing franchise agreements, including the Prior Franchise, with the Grantee, regardless of whether said franchise agreements are in effect.

11.14. 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.

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: _____

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING
ARTICLE 3, CABLE COMMUNICATIONS, OF
CHAPTER 14, TELECOMMUNICATIONS,
OF THE HOFFMAN ESTATES MUNICIPAL CODE

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

Section 1: That Article 3, CABLE COMMUNICATIONS, be and is hereby amended as attached hereto as Exhibit "A".

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

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

PASSED THIS _____ day of _____, 2009

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Cary J. Collins	_____	_____	_____	_____
Trustee Raymond M. Kincaid	_____	_____	_____	_____
Trustee Jacquelyn Green	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2009

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2009.

CABLE COMMUNICATIONSSection 14-3-1. DEFINITIONS

For the purposes of this Section, the following terms, phrases, words, and their derivations shall have the meaning given herein, unless the context clearly indicates that another meaning is intended. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are always mandatory and not merely directory. The word "may" is permissive. Words not defined shall be given their common and ordinary meaning.

Unless a section provides otherwise, references to statutory enactments shall include any and all amendments thereto and any successor provisions. All capitalized words defined herein, and all other capitalized words utilized within this Article shall have the meaning ascribed to them in the Cable Act unless said terms are not defined in the Cable Act, whereupon the definition shall be controlled by this Article. In the event of conflict between the Article and the Cable Act, the Cable Act definition shall control. For the purpose of a Franchise Agreement granted subject to this Article, the terms in the Franchise Agreement shall prevail where there is a conflict between the Article and the Cable Act. Where the Franchise Agreement is silent, the terms of this Article and the Cable Act shall control.

A. Access Channel - means a channel position for Public, Educational and/or Governmental access as defined herein.

B. Public Access - noncommercial use of an access channel by the public on a first-come, first-served, nondiscriminatory basis. A Public Access Channel may not be used to cablecast programs for profit, or for non-profit, political or commercial fundraising in any fashion.

C. Educational Access - noncommercial use of an access channel by educational institutions, such as public or private schools (but not "home schools"), community colleges, and universities.

D. Government Access - noncommercial use of an access channel by the Grantee for the purpose of providing local government information and programming.

E. Cable Act" or "Act - means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, as the same may be amended from time to time.

F. 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.

G. Cable System or "System" - means a facility 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 a community.

H. 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 the term television channel is defined by the Federal Communications Commission by regulation.

I. Converter - means an electronic device, which converts signal carriers from one form to another.

J. Customer or Subscriber - means a Person who lawfully receives and pays for Cable Service with the Grantee's express permission and does not further distribute it.

K. Dwelling Unit - means a single-family or multiple-family residential place of occupancy.

L. FCC - means the Federal Communications Commission or successor governmental entity thereto.

M. Franchise - means the initial authorization, or renewal thereof (which has been granted subject to Section 626 of the Cable Act [47 U.S.C. §§ 546]), 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 and operation of the Cable System.

N. Franchise Agreement or "Agreement" - shall mean the non-exclusive Agreement and any amendments or modifications hereto.

O. 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.

P. Franchise Fee - shall include any tax, fee, or assessment of any kind imposed by the Village or other government entity on the Grantee or a Cable Subscriber solely because of their status as such. The term "Franchise Fee" does not include any tax, fee or assessment of general applicability (including any such tax, fee, or assessment imposed upon both utilities and Cable Operators or their services, but not including a tax, fee or assessment which is unduly discriminatory against the Grantee or Cable Subscribers); capital costs which are required by the Franchise to be incurred by Grantee for the establishment and operation of Public, Educational, or Governmental Access Facilities; requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, liquidated damages; or any fee imposed under Title 17, U.S. Code.

Q. Grantee - means Comcast of Illinois VI, LLC or the lawful successor, transferee, designee, or assignee thereof.

R. 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. Cable Service revenue includes but is not limited to, monthly fees charged Subscribers for basic Cable Service; any expanded tiers of Cable Service; premium Services; Pay-per-view Service; other optional Service; installation, reconnection, and change-in-Service fees; remote control rental fees; revenues from sales of converters or other Cable System equipment; advertising revenues; revenues from program guides; late fees; and revenue from home shopping. Gross Revenue shall also include such other revenue sources directly related to the provision of Cable Service as may now exist or hereafter develop from the operation of the Cable System within the Village, provided that such revenues, fees, receipts, or charges may lawfully be included in the Gross Revenue base for purposes of computing the Village's/City'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, advertising sales commissions, nor any taxes, fees (not including franchise fees) or assessments imposed or assessed by any governmental authority.

The Village intends and desires to collect Franchise Fee revenue on the Franchise Fee as well as all non-subscriber revenue pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th 1997) and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th 2003), respectively.

S. Initial Franchise Service Area - means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of the Franchise Agreement.

T. 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.

U. Right-of-Way or "Rights-of-Way" - Any street, alley, other land or waterway including the surface, the air space above the surface and the area below the surface, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including but not limited to, public utility easements and other easements which have been dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, in which the Village has the right and authority to authorize, regulate or permit the location of facilities other than those of the Village. "Right-of-way" or "Rights-of-way" shall not include any real or personal Village property that is not specifically described in the previous two sentences and shall not include Village buildings, fixtures and other structures or improvements, regardless of whether they are situated in the right-of-way.

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

W. Village Board - means the corporate authorities of the Village of Hoffman Estates, Illinois.

X. Village Manager - mean the duly appointed Village Manager of the Village of Hoffman Estates, or his or her designee.

Section 14-3-2. GRANT OF AUTHORITY

A. Grant of Franchise. The Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Rights-of-Way within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Right-of-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.

B. Term of Franchise. The term of the Franchise Agreement shall be ten (10) years from and after the Effective Date unless the Franchise is renewed or is lawfully terminated in accordance with the terms of the Franchise Agreement and/or applicable law.

C. Renewal. Any renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

D. Reservation of Authority. Nothing in the Franchise Agreement shall: (i) abrogate the right of the Village to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (iii) be construed as a waiver or release of the rights of the Village in and to the Rights-of-Ways.

E. Police Powers. The right is hereby reserved to the Village to adopt and enforce in addition to the terms, conditions and provisions contained in the Agreement and in otherwise existing applicable ordinances, such additional generally applicable ordinances, rules and regulations as it shall find necessary in the exercise of its police powers for the health, safety and welfare of the public.

F. Competitive Equity.

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

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 inform the Grantee of the filing of said application.

Section 14-3-3. CONSTRUCTION AND MAINTENANCE OF THE CABLE SYSTEM

A. Generally. Except as otherwise provided in the Agreement, all construction and maintenance of the Cable System shall be in accordance with Chapter 18 "Construction of Utility Facilities in the Rights-of-Way" of the Village of Hoffman Estates Municipal Code as may be amended from time to time.

B. 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 place underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

C. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee

shall be entitled to reimbursement of its relocation costs under this Section from public or private funds, or payment in advance from private funds, allocated for the project to the same extent as such funds are made available to other users of the Rights-of-Way, provided that any utility's exercise of authority granted under its tariff to charge consumers for the cost of the project shall not be considered to be public or private funds.

D. The Grantee shall not be required to relocate its facilities unless it has been afforded at least thirty (30) calendar 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.

E. Emergency Removal of Plant. Whenever, in case of emergency, it becomes necessary in the judgment of the Village in the exercise of its Police Powers for the health, safety and welfare of the public, to remove or damage any of the Grantee's facilities, no charge shall be made by the Grantee against the Village for restoration or repair; provided the Village shall endeavor to notify the Grantee of the situation prior to taking such action, if reasonably possible.

Section 14-3-4. SERVICE OBLIGATIONS AND PRIVACY PROTECTIONS

A. Customer Service Obligations. Grantee and the Village 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 Sections 14-14-1 and 14-14-2 of the Village of Hoffman Estates Municipal Code (Customer Protection Law and Customer Service and Privacy Protection Law). Enforcement of such 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.*

B. 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 cable plant mile measured from the existing Cable System's nearest 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 feet (125 feet) of the Grantee's distribution cable.

C. Extension of Service and System. 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 in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

Grantee shall not deny access to its Cable Service within the Village because of the income or minority status of the residents within the Village.

D. Service to School Buildings. Pursuant to 220 ILCS 5/22-501(f), the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to each State accredited K-12 public and private school, not including "home schools," located in the Franchise Area within one hundred twenty five feet (125) of the Grantee's distribution cable.

E. Service to Governmental Facilities. Pursuant to 220 ILCS 5/22-501(f), the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to each municipal building located in the Franchise Area within one hundred twenty five (125) feet of Grantee's distribution cable. "Municipal buildings" are those buildings owned or leased by the Village for government administrative purposes, and shall not include buildings owned by Village but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

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

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

G. New Developments. In cases of new construction or property development where utilities are to be placed underground, the Village agrees to require the developer or property owner to provide the Grantee written notice concurrent with notice to the other utilities of such construction or development, and of the particular date on which open trenching will be available for the Grantee's installation of conduit, pedestals, and/or vaults and laterals for the Cable System. The Grantee shall also provide specifications to the developer or property owner as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if the Grantee fails to install its conduit, pedestals and/or vaults and laterals for the Cable System during the period (not less than 10 days) when the trenches are available, as designated in the notice given by the property owner or developer to the Grantee, then any additional cost is to be borne by the Grantee.

H. Notice to Grantee. The Village shall notify, or require the developer or property owner to notify, the Grantee of any and all planned developments in its Franchise Area or those located in areas expected to be annexed. Such notices shall be provided at the time of notice to all other utilities or like occupants of the Village's Rights-of-Way. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering, construction and capital

resources. Should the Village fail to provide advance notice of such developments 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.

Section 14-3-5. Oversight and Regulation by Village

A. 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 rate for Franchise fees than any other Person paying a video service provider fee or similar fee under state authorization or otherwise providing similar 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. 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 Franchise Fee payments, owed by Grantee in accordance with this Section which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of twelve percent (12%) or two (2) percent over prime lending rates as quoted by JP Morgan Chase & Co. or its successor, whichever is higher, computed daily from time due until paid. Any undisputed overpayments made by Grantee to the Village shall be returned or credited upon discovery of such overpayment and shall be payable within forty-five (45) days of the receipt of written notice from Grantee.

1. Change in Amount. The Parties acknowledge that, at present, applicable federal law limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the

event that at any time during the duration of this Franchise, the Village is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then the Village may unilaterally amend the Agreement to increase the required percentage to be paid by the Grantee to the Village up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the Village conducts a public hearing on the proposed amendment; (iii) the Village approves the amendment by ordinance; and (iv) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

C. Village's Right of Inspection and Audit

1. Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the City shall have the right to inspect the Grantee's financial records used to calculate the Village's franchise fees or PEG fees; provided, however, that any such inspection shall take place within the time period specified in the Village's generally applicable Taxpayer Rights and Responsibilities Ordinance, from the date the City receives such payment, after which period any such payment shall be considered final.

2. Upon the completion of an independent audit by the Village, the Village shall provide to the Grantee a final report setting forth the Village's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Village with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Village by the Grantee, or overpayment to the

Village by the Grantee as the case may be, as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

3. Any "Finally Settled Amount(s)" due to the Village as a result of such audit shall be paid to the Village by the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Any overpayment by the Grantee to the Village shall be credited against subsequent franchise fee payments by the Grantee to the Village until such time as the overpayment is fully credited; or shall be paid by the Village to the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount" in the event no subsequent franchise fee payments are due to the Village. In the event Grantee or the Village does not pay the "Finally Settled Amount" within thirty (30) days, Grantee or the Village shall be charged and shall pay, in addition to the amount due, interest on the amount due equal to the prevailing prime rate plus two hundred basis points of interest compounded daily from the due date for payment of the "Finally Settled Amount."

D. Books and Records.

1. Access to Books and Records. Upon fourteen (14) days' notice to Grantee, the Village or its designated independent representative shall have the right to examine books and records reasonably related to Grantee's compliance with its obligations under the Agreement, including the fees

described in Sections 14-3-5-A and 14-3-10-G of the Agreement. The Village shall have no right to examine any aspect of the books and records that does not reasonably relate to Grantee's obligations under the Agreement.

2. Confidentiality and Proprietary Information. Notwithstanding anything to the contrary set forth in the Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. 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 the 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 Village's representative. Village's representative will sign a reasonable confidentiality agreement. In the event that the Village has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information that 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 to the extent permitted by law and at Grantee's expense. 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.

Section 14-3-6. TRANSFER OF CABLE SYSTEM OR FRANCHISE OR CONTROL OF GRANTEE

A. 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. 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. 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. Within thirty (30) days of 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 the Franchise Agreement.

B. Insolvency. 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 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. Section 537 and require the Village's/City's consent thereto in the manner described in Section 14-3-6-A.

Section 14-3-7 – INSURANCE AND INDEMNITY

A. Insurance. Throughout the term of the Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance with the Village named as an additional insured with primary coverage for any claim arising out of the franchisee's operation and provide the Village certificates of insurance in accordance with the Village's generally applicable Right of Way Ordinance.

B. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, in accordance with the Village's generally applicable Right of Way Ordinance.

1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the Village, its officers, employees and agents.

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

Section 14-3-8 - SYSTEM DESCRIPTION

A. 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. Upon written request, the Grantee shall provide the Village with proof of its continuing performance in accordance with said specifications in order to determine compliance with the FCC technical standards.

Section 14-3-9 - ENFORCEMENT OF FRANCHISE

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

B. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (i) to respond to the Village, contesting the assertion of noncompliance or default; or (ii) to cure such default; or (iii) 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 and request additional time from the Village to complete the cure.

C. Enforcement. Subject to applicable federal and state law, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

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

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:

- a) 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, 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.

b) 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 it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and an audio/video recording shall be made. A copy of the recording shall be made available to the Grantee within ten (10) business days after the hearing. The Grantee may, at its own expense, arrange for a written transcript of the public hearing. The decision of the Village shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to any court whose jurisdiction includes Cook County, Illinois.

D. Remedies Not Exclusive. In addition to the remedies set forth in this Section, the Grantee acknowledges the Village's/City's ability pursuant to Section 14-3-4-A of the Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Cable and Video Customer Protection Law; and, pursuant to Section 14-3-3-A of the Franchise Agreement. Notwithstanding the foregoing, nothing in the Franchise 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.

Section 14-3-10. PUBLIC, EDUCATIONAL AND GOVERNMENTAL (PEG) ACCESS

A. PEG Capacity. Grantee shall provide capacity, at no charge to the Village for the Village's noncommercial public, educational and governmental ("PEG") access programming through Grantee's Cable Service consistent with the requirements set forth herein. As of the Effective Date of the Franchise, the Grantee provides three (3) channels ("the PEG Channels") for utilization by the Village. Unless otherwise agreed to by the Village and the Grantee, and consistent with applicable law, two (2) of the PEG Channels may be offered on the Grantee's Basic Digital Tier of Service.

B. Initial Channel Assignment. As of the effective date of the Franchise, the PEG channels described in Section 14-3-10-A above have been assigned by the Grantee to channel numbers 6, 18 and 19 on the basic service tier on the Grantee's Cable System.

C. Relocation. If during the term of the Franchise Agreement, the Grantee initiates a channel line-up change that results in the relocation of PEG programming from channel 6, the Grantee, in addition to providing the Village with at least thirty (30) days' advance notice of the change, shall reimburse the Village for its reasonable and documented costs of changes to "channel-marked items," such as logos, stationery, envelopes and business cards necessitated by such line-up change in an amount not to exceed one thousand dollars (\$1,000.00). Further, the Grantee agrees to cooperate with the Village to notify subscribers of the channel relocation through reasonable promotional assistance (subject to the Grantee's operational requirements applicable thereto) such as a message included on billing statements or the inclusion of an insert in the Grantee's billing

statements as may be provided by the Village to the Grantee's billing services provider. 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.

D. Comcast Access Facility Usage. To the extent the Grantee operates and maintains public access studio facilities and equipment in the metropolitan Chicago area, Grantee agrees that these facilities and equipment will be available to residents of the Village on a first-come, non-discriminatory basis for the production of public access programming consistent with the Grantee's public access rules and procedures. Nothing herein shall be construed to require the Grantee to operate or maintain any public access studios or equipment.

E. Enhancing PEG Access. The Grantee and the Village further agree to work in cooperation to explore other economically and technically feasible means by which PEG access utilization and programming can be delivered in a digital format.

F. Origination Point. At such time that the Village determines that it wants the capacity to allow subscribers in the Village to receive PEG access programming which may originate from Schools and/or Village facilities (other than those having a signal point of origination at the time of the execution of the Franchise); or at such time that the Village determines that it wants to establish or change a location from which PEG programming is originated; or in the event the Village wants to upgrade the connection to the Grantee from an existing signal point of origination, 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 in no event longer than sixty (60) days from when Grantee

receives all necessary information regarding the work sought. 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 in no event longer than sixty (60) days.

G. PEG Access Funding.

1. At its sole discretion, the Village may designate PEG access projects, including the origination point described in Section 14-3-10-F above, to be funded by the Village through pass through funds collected by the Grantee as follows. 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 thirty-five cents (\$0.35) 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 notice shall include a description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment. The Grantee shall collect the external charge over such period as is mutually agreed upon by the Village and the Grantee, and shall make the PEG Capital Fee payments from such sums at the same time and in the same manner as Franchise Fee payments. The payments shall be expended only for costs associated with PEG access as permitted by applicable law. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the Village's written request.

2. For any payments owed by Grantee in accordance with this Section 14-3-10 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of two (2) percent over prime lending rates as quoted by Chase Bank U.S.A. or its successor,

computed daily 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.

3. 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.

H. Rules and Procedures for Use of PEG Access Channels. The Village shall be responsible for establishing and enforcing rules for the non-commercial use of public, educational and governmental access channels and to promote the use and viewership of the channels.

I. Editorial Control. Grantee shall not exercise any editorial control over any use of PEG channels, nor shall Grantee or its Affiliates incur any criminal or civil liability pursuant to the federal, state or local laws of libel, slander, obscenity, incitement, invasions of privacy, false or misleading advertising, or other similar laws for any programs carried on any PEG channel.

J. Allocation and Use of PEG Channel(s).

1. By Village. The PEG Channel(s) is(are), and shall be, operated by the Village, and the Village may at any time allocate or reallocate the usage of the PEG Channel(s) among and between different uses and users.

2. By Grantee. The Village shall adopt rules and procedures under which the Grantee may use the PEG Channel(s) for the provision of Video Programming if the PEG Channel(s) are not being used for their respective purposes pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

K. PEG Signal Quality. Provided PEG signal feeds are 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 technical standards as the remainder of the Cable System set forth in the Franchise.

L. Emergency Alerts. At all times during the term of the 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 agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

Section 14-3-11. MISCELLANEOUS PROVISIONS

A. 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.

B. Failure To Enforce Franchise. The Grantee shall not be excused from complying with any of the terms and conditions of this Franchise 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.

C. Notice. All notices 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: Dir. of Govt. Affairs

Either party may change its address and addressee for notice by notice to the other party under this Section. Notice by hand delivery, and notice by overnight courier service shall be deemed received when delivered, and notice by mail shall be deemed delivered three days after placing in the United States Mail.

D. Entire Agreement. The 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, and there are no representations or agreements among the parties except as specifically set forth herein. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of the Franchise Agreement are superseded by the Franchise Agreement.

E. Severability. If any section, subsection, sentence, clause, phrase, or other portion of the 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 the Agreement is found to be unenforceable in a final

judicial or administrative proceeding, either party may notify the other in writing that the Franchise has been materially altered by the finding of unenforceability and elect to begin the franchise renewal process provided by the Cable Act, 47 U.S.C. Section 546, with the franchise expiring thirty-six (36) months from the date of service of the written notice.

F. Governing Law. The 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.

G. Modification. Except as provided in Section 14-3-5-A-1, no provision of the 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 resolution/ordinance by the Village, as required by applicable law.

H. No Third-Party Beneficiaries. Nothing in the 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.

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

J. Validity of Franchise Agreement. The Parties acknowledge and agree on the validity of the terms and conditions of the Franchise Agreement, in their entirety, and that the Parties shall not, at any time, challenge any provision, term, or condition of the Franchise Agreement as unreasonable, arbitrary, or void, or that the Parties had no power or authority to make such provision, term, or

condition as part of, or pursuant to the Franchise Agreement, except as to those matters which are hereafter preempted by new or amended federal or state law or judicial or administrative orders or decrees.

K. Validity of Law. Notwithstanding the provisions of Section 14-3-11-I, the Franchise Agreement shall not preclude Grantee from challenging the validity of the Cable and Video Competition Law of 2007 (220 ILCS 5/21-100 *et seq.*) or the Cable and Video Customer Protection Law (220 ILCS 22/501 *et seq.*).

L. Performance. The Village and the Grantee agree to be bound by, and to timely and fully perform and fulfill all of the terms, conditions, and representations of the Franchise Agreement. All provisions of the Franchise Agreement shall be binding upon the parties and their successors, lessees, delegates, or assignees, subject to the terms and conditions set forth herein.

M. Successor Franchise Agreement. Upon passage and approval of the Franchise Agreement, the Parties acknowledge that the Franchise Agreement is intended to replace all existing franchise agreements, including the Prior Franchise, with the Grantee, regardless of whether said franchise agreements are in effect.

N. 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 the 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.

COMMITTEE AGENDA ITEM

VILLAGE OF HOFFMAN ESTATES

SUBJECT: Request for approval of an Ordinance authorizing the sale of personal property owned by the Village.

MEETING DATE: July 27, 2008

COMMITTEE: General Administration and Personnel Committee

FROM: Becky Suhajda, Administrative Intern

PURPOSE: Approval an ordinance declaring Village property surplus and permitting the sale of personal property owned by the Village, utilizing the contracted auction services provided by the Northwest Municipal Conference.

DISCUSSION: The Village is required to declare surplus all property deemed no longer necessary, useful to, or in the best interests of the Village to retain prior to properly disposing of such property.

BACKGROUND: In the past, the Village has been able to dispose of surplus property by way of online public auction so as to reduce waste and derive any further value in the form of revenues to the extent possible. Surplus items not sold at auction can then be properly disposed of or recycled.

The NWMC has entered into a contract with Obenauf Auction Services for online auction services.

FINANCIAL IMPACT: The sale of Village surplus items is expected to generate marginal revenues from the online auction.

RECOMMENDATION: Approval of an Ordinance authorizing the sale of personal property owned by the Village, per the attachment.

ATTACHMENTS: 1

ORDINANCE NO. _____ - 2009

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE AUTHORIZING THE SALE
OF PERSONAL PROPERTY OWNED BY
THE VILLAGE OF HOFFMAN ESTATES**

WHEREAS, in the opinion of at least three-fourths of the corporate authorities of the Village of Hoffman Estates, it is no longer necessary or useful to or for the best interests of the Village of Hoffman Estates to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Hoffman Estates to sell said personal property at a public auction to be held on the internet auction website www.obenaufactions.com.

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

Section 1: That pursuant to 65 ILCS 5/11-76-4 of the Illinois Revised Statutes, the President and Board of Trustees of the Village of Hoffman Estates find that the described personal property attached as Exhibit "A" now owned by the Village of Hoffman Estates, is no longer necessary or useful to the Village of Hoffman Estates and that the best interests of the Village of Hoffman Estates will be served by its sale.

Section 2: That pursuant to 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to sell the aforementioned property now owned by the Village of Hoffman Estates at public auction at the internet auction website www.obenaufactions.com, to the highest bidder of said personal property.

Section 3: That the Village Manager is hereby authorized and directed to advertise the sale of the aforementioned personal property in a newspaper published within the community not less than ten (10) days before the date of said public auction.

Section 4: That no bid which is less than the minimum price set forth in the list of property to be sold shall be accepted.

Section 5: That the Village Manager is hereby authorized and directed to enter into an agreement for the sale of said personal property.

Section 6: That upon payment of the full auction price, the Village Manager is hereby authorized and directed to convey and transfer title to the aforesaid personal property to the successful bidder.

Section 7: That if said personal property is not sold at such auction, then the Village Manager is authorized to sell without bid any such property.

Section 8: That the Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 9: That this ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2009

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Cary J. Collins	_____	_____	_____	_____
Trustee Raymond M. Kincaid	_____	_____	_____	_____
Trustee Jacquelyn Green	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2009

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2009.

EXHIBIT "A"

Item	Quantity	Minimum Price
Misc Camera Equipment	32	\$32.00
Ispem Mobile	13	\$13.00
Motorola Mobile	10	\$10.00
Motorola System 9000	18	\$18.00
Chairs	21	\$11.00
Cabinets	3	\$3.00
Two Drawer File Cabinet	1	\$1.00
File Cabinets	3	\$3.00
Sony TV	2	\$2.00
I-Pod Stereo	1	\$2.00
Golf Clubs/Bag	1	\$10.00
Misc Tool/Bag	1	\$10.00
Stereo Equipment/Faceplates	6	\$30.00
Headlight Replacement	1	\$1.00
I-Pod – 20gb	2	\$20.00
Delvan GPS	1	\$5.00
Costume Necklaces	3	\$3.00
Inverter	1	\$1.00
Play Station and Controller	1	\$10.00
Silk Scarf	2	\$2.00
CD Receiver	1	\$1.00
Black/Gold Timex Watch	1	\$1.00
Cabelas Tent	1	\$10.00
Hunting Items	1	\$10.00
Laptops	21	\$200.00
Monitors	14	\$75.00
Computers	2	\$25.00
InkJet Printer	1	\$15.00

COMMITTEE AGENDA ITEM

VILLAGE OF HOFFMAN ESTATES

SUBJECT: Notarization and Verification of Documents

MEETING DATE: July 27, 2009

COMMITTEE: General Administration & Personnel Committee

FROM: Arthur L. Janura, Jr., Corporation Counsel, Jim Norris, Village Manager, and Bev Romanoff, Village Clerk

PURPOSE: Discussion regarding Village liability for documents notarized by Village employees.

DISCUSSION: In June, a new law took effect regulating notary publics. This law requires greater record keeping and reporting requirements. Also, a recent Appellate Court opinion upheld liability on an employer for its failure to ensure its notary employees were properly trained.

Therefore, it should be the policy of the Village of Hoffman Estates that only those employees who have successfully completed a notary training program be allowed to notarize signatures. In order to further regulate the notarization of documents, the Village Manager should be given the responsibility of formulating rules and procedures to regulate notarization of signatures by Village employees.

In addition, Ken Koop, the Village's Risk Manager, has advised that he has reviewed the Village's excess insurance policies and has confirmed with the Village's insurance broker, Mesirow Financial Services, that notaries acting on behalf of the Village are covered under the Village's excess commercial general liability policy. The Village's self-insured retention of \$100,000 would apply to any claim made against this policy.

Ken also noted that employees engaging in notary activities outside their duties with the Village would not be covered under the Village's excess insurance related to those activities.

RECOMMENDATION: Approval of a resolution regarding notarization and verification of documents.

VILLAGE OF HOFFMAN ESTATES

A RESOLUTION REGARDING
NOTARIZATION AND VERIFICATION OF DOCUMENTS

WHEREAS, it had been the practice of the Village of Hoffman Estates to notarize or verify signatures on certain documents for the public; and

WHEREAS, State law has recently changed, thereby placing additional burdens and responsibilities on Notaries.

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: Only those Village employees and officials who have successfully taken and completed a recognized educational notary program are allowed to notarize signatures.

Section 2: Only those Village employees selected and identified by name by the Village Manager are allowed to notarize or verify signatures on documents as part of their employment. The Village Manager is hereby authorized to formulate rules and procedures to regulate the notarizing of signatures on documents by Village employees.

Section 3: The Village Clerk is the only person allowed to notarize or verify the signatures or documents involving the transfer of Village real property.

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

PASSED THIS _____ day of _____, 2009

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Cary J. Collins	_____	_____	_____	_____
Trustee Raymond M. Kincaid	_____	_____	_____	_____
Trustee Jacquelyn Green	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2009

Village President

ATTEST:

Village Clerk

VILLAGE OF HOFFMAN ESTATES

Memo

To: Jim Norris
From: Bruce Anderson
Regarding: Cable TV Report
Date: July 22, 2009

Citizen

Covers: Clean Sweep, Unity Day, Barrington Square Street Lights, Ice Cream Social, Sunday at Sunderlage, Health and Human Services Activities.

Citizen Segments in development:

Fourth of July Festivities
National Night Out
Fitness America and Skating Marathon

Fire Line

Covers: Confined Space Rescue, Dedication of Station 24, Park District Lightening Alarms.

Channel Outage

Channel 6 experienced repeated outages over a 10 day period this month. Originally the problem was identified as a power issue with ComEd which took about a week to correct. During this time Comcast powered the affected equipment via generator, which led to inconsistent picture quality. Once the power issue was address, a length of defective cable was identified and replaced. That repair finally resolved the problems.

Parade

The Fourth of July Parade began running the July 10 and will run through the rest of the month.

Summer Sounds

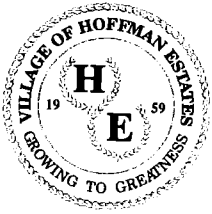
We will run half-hour highlights of selected concerts through August.

Franchise Renewal

Negotiations have been completed.

Complaints/Inquiries

Since the last report, the Village received six inquiries: four unburied cables and two service problems. There are three issues outstanding.



HOFFMAN ESTATES

DEPARTMENT OF HUMAN RESOURCES MANAGEMENT

HUMAN RESOURCES MANAGEMENT DEPARTMENT

Monthly Report

June 2009

Staffing Activity

New Starts:	4	Public Works Seasonal Workers
	1	Alternate Crossing Guard
Separations:	7	Administrative Service Officer I
		Administrative Staff Assistant PT(2)
		Staff Assistant PT
		Fire Inspector
		Technology Support Specialist
		PT Data Technician
Transfers:	0	
Retirees:	0	
Promotions:	0	
Downgrades:	0	
Reclassifications:	0	

Staffing:	Full Time Employees	374 budgeted	366 current
	Part Time Employees	59 budgeted	54 current
	Temporary Employees	2 budgeted	1 current
	Seasonal Employees	21 budgeted	18 current
	Paid Interns	4 budgeted	3 current

Month & Year-to-Date Activity:

4 Seasonal with	18 for year
0 Promotions with	2 for year
7 Separations with	14 for year
0 Retirements with	2 for year
0 Transfers with	2 for year

Recruitment Activity

Recruitment: Maintenance I (Internal Only) – 4 applications received. Position will be filled after internal posting for Maintenance II promotion is completed.

Alternate Crossing Guard – One hired 06/09/09.

Labor/Management Relations

Contract Status: **Police** (Metropolitan Alliance of Police - MAP Chapter 96) – Contract (Jan. 1, 2008 - December 31, 2012).

Fire (International Association of Firefighters - Local 2061) – Contract (Jan. 1, 2006 – December 31, 2008). Negotiations underway.

Public Works (International Brotherhood of Teamsters, Local 714) – Three (3) year contract (Jan. 1, 2007 – Dec. 31, 2009).

Police Sergeants (Metropolitan Alliance of Police – MAP-97) Contract (Jan. 1, 2009 – December 31, 2013).

Grievances: Eleven (11) IAFF Local 2061 Grievances

Three (3) MAP Grievances –

Two (2) MAP 96 – Arbitration dates set for Sept. 10 and Sept. 29 respectively.

One (1) MAP 96 Chapter Grievance - Arbitrator selection in process

One (1) Unfair Labor Practice (ULP) filed against the Village by IAFF Local 2061 – pending review by ILB

One (1) Unfair Labor Practice (ULP) filed against the Village by IAFF Local 2061 – Parties agree to discuss ULP during negotiations

One (1) Unfair Labor Practice (ULP) filed against the Village by MAP (97) – Under review with ILB representative.

Personnel/Benefits/Employee Services

- Director of HRM held two meetings for Village employees to explain Illinois HB5285 which provides the opportunity to add dependent adult child to health coverage. Employees have the opportunity to add these dependents to their coverage from July 1 through September 30, 2009.
- As Vice-President of IPELRA, Director of HRM, attended the IPELRA training committee meeting.
- Director of HRM, HR Coordinator and Risk Manager met to discuss 2009 Training Program.
- Director of HRM participated in the Management Team Meeting.
- The Human Resources Department held several staff meetings to discuss current and upcoming projects.
- Director of HRM prepared final details for Unity Day and attended the event on June 20th.
- Director of HRM hosted the IPELRA seminar, "How to Manage the Difficult Employees in Your Organization" at the Village Hall. The seminar was presented by Timothy E. Guare of Hodges, Loizzi, Eisenhammer, Rodick & Kohn.
- Director of HRM presented two FMLA informational sessions for non-union employees at the Village Hall. The purpose of the sessions was to explain recent changes to the Act and answer any questions employees may have regarding FMLA.
- Director of HRM participated in negotiation meeting with IAFF Local 2061 union representatives. Several negotiation team preparatory meetings and conference calls were held during the month.
- HRM staff attended the Microsoft Office 2007 training presented by the IS Dept.
- HR Admin Staff Assistant attended the IPBC Annual Administration meeting.

Risk Management/Safety/Loss Control

- Continued to facilitate the proper handling of all open workers' compensation claims. Two (2) third party claims administrators are currently being used to administer the Village's workers' compensation claims.
- Conducted a mandatory random Federal Department of Transportation drug and alcohol test. All results were reported as negative.
- Registered the Village with the federally mandated Medicare, Medicaid, and SCHIP Extension Act, and coordinated reporting with the Village's third party claims administrators.
- The Risk Manager administered two general liability claims against the Village. The claims were brought to conclusion during the reporting period.
- Conducted a hazard survey of the new Fire Station 24. All work was observed as being done in a safe manner.
- Met with the Director of Human Resources Management, Fire Chief and Deputy Fire Chief to discuss issues related to the return to work of an injured firefighter.
- Facilitated the medical examination by the Village's occupational health physician for an employee returning to full duty.
- Provided continual written updates to appropriate management staff related to the status of several open workers' compensation claims.
- Conducted a hazard survey of the new fire station. No serious hazards were identified.
- Met with one of the Village's workers' compensation defense attorneys and the third party claims administrator to discuss the disposition of high exposure workers' compensation claims.



Patrick J. Seger
Director of Human Resources Management

HUMAN RESOURCES MANAGEMENT

MONTHLY STAFFING REPORT

JUNE 2009

RECRUITMENTS

POSITION TITLE: Maintenance I (Internal Only)
DEPARTMENT: Public Works
DATE POSTED: 03/06/09
AD DEADLINE: 03/20/09
APPLICATIONS REC'D: 4

STATUS: Position will be filled after internal posting for Maintenance II promotion is completed.

NEW STARTS

POSITION TITLE: Alternate Crossing Guard
DEPARTMENT: Police
DATE POSTED: from previous recruitment
AD DEADLINE: Until Filled
APPLICATIONS REC'D:

STATUS: One hired 06/09/09.

SUMMARY OF EMPLOYMENT ACTIVITY

JUNE 2009

	<u>Total Number</u>	<u>Position</u>
New Starts	5	Public Works Seasonal Workers (4) Alternate Crossing Guard
Separations	7	Administrative Service Officer I Administrative Staff Assistant (PT) (2) Staff Assistant (PT) Fire Inspector Technology Support Specialist Data Technician (PT)
Promotions	0	
Upgrades	0	
Downgrades	0	
Transfers	0	
Retirements	0	
Reclassifications	0	

SUMMARY OF UNPAID INTERNS/ADDITIONAL ACTIVITY

Unpaid Internships

- 1 Legal Internship (Unpaid) began 6/16/09.
- 2 Fire Internships (Unpaid) began 06/01/09.
- 1 H & HS Practicum (Unpaid) ended 06/30/09.

Additional Activity

(See HRM Employment Activity Report attached for details)

ANTICIPATED ACTIVITY NEXT MONTH

	<u>Total Number</u>	<u>Position</u>
New Starts	1	EDA Intern (Unpaid)
Separations	3	Staff Therapist (PT)
		Data Processor (PT)
		EMA Intern (Unpaid)
Promotions	0	
Transfers	0	
Reclassifications	0	
Changes in Status	0	
Retirements	0	
New Positions	0	
Eliminated Positions	0	

2009 EMPLOYEE COUNT

	<u>Budgeted</u>	<u>Actual</u>
FULL TIME EMPLOYEES	374	366
PART TIME EMPLOYEES	59	54
TEMPORARY EMPLOYEES	2	1 (M1)
SEASONAL EMPLOYEES	21	18
INTERNS (PAID)	<u>4</u>	<u>3</u>
TOTAL	460	442

Total Vacancies:

Full Time

Budgeted – Posted	1	Maintenance I (posted internally)
Budgeted - Not Posted	7	Police Officer
		Administrative Services Officer II
		Administrative Services Officer I (2)
		Assistant to Village Manager
		Fire Inspector
		Technology Support Specialist

TOTAL FULL TIME 8

Part Time

Budgeted – Posted	1	Shop Assistant (<i>position frozen</i>)
Budgeted-Not Posted	6	Water Meter Readers (<i>2 positions eliminated</i>) Staff Assistant - PT Admin. Staff Assistant - PT(2) Data Technician – PT
TOTAL PART TIME	6	

Seasonal

Budgeted – Not Posted	5	Seasonal Finance Seasonal Code Enforcement (<i>3 Positions</i>)
TOTAL SEASONAL	5	

Interns (Paid)

Budgeted – Not Posted	1	General Government Intern
TOTAL INTERNS	1	

RECRUITMENT ACTIVITY

	<u>Month</u>	<u>Year To Date</u>
Full Time – Response to Recruitments	0	100
Walk-Ins	10	109
Part Time – Response to Recruitments	0	182
Walk-Ins	2	3
Seasonal Applicants	0	29
TOTAL RECRUITMENTS	12	423

HUMAN RESOURCES MANAGEMENT

EMPLOYMENT ACTIVITY

JUNE 2009

NEW HIRES

<u>Name</u>	<u>Date of Hire</u>	<u>Position</u>	<u>Replacement for</u>
Scott Humphries	06/08/09	Public Works Seasonal	N/A
Daniel O'Malley	06/08/09	Public Works Seasonal	
Adam Spenner	06/12/09	Public Works Seasonal	
Jonathan Matthews	06/18/09	Public Works Seasonal	
Michelle Rodriguez	06/09/09	Alternate Crossing Guard	

SEPARATIONS

<u>Name</u>	<u>Termination Date</u>	<u>Position</u>	<u>Reason</u>
Lisa DeJesus	06/05/09	ASO I	Resignation
Pearl Gamino	06/12/09	Staff Assistant - PT	Lay Off
Jeffrey Gentry	06/12/09	Tech. Support Specialist	Lay Off
Sheryl Irmen	06/12/09	Admin Staff Asst - PT	Lay Off
Angela Schultz	06/12/09	Data Technician - PT	Lay Off
Andrea Sullivan	06/12/09	Admin Staff Asst - PT	Lay Off
Mario Tristan	06/12/09	Fire Inspector	Lay Off
Kinnari Birla	06/30/09	H & HS Intern(Unpaid)	Internship Ended

PROMOTIONS

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

TRANSFERS

<u>Name</u>	<u>Effective Date</u>	<u>Current Position</u>	<u>New Position</u>
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RECLASSIFICATIONS

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

CANCELLATIONS

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

UNPAID INTERNSHIPS

<u>Name</u>	<u>Date of Hire</u>	<u>Position</u>	<u>Replacement for</u>
Brian Keely	06/01/09	Fire Science Intern	
Witold Sasiadek	06/01/09	Fire Science Intern	
Vincent Geisler	06/16/09	Legal Intern	

ADDITIONAL MONTHLY REPORT INFORMATION
JUNE 2009

Anniversaries 3

Interviews conducted during month 0

EMPLOYER'S CLAIM SERVICE, INC.
 POLICY YEAR (12/31 - 12/30) CUMULATIVE CLAIM SUMMARY
 From: 12/31/1999 Through: 06/30/2009

Year Code	Description	Claim Cnt	% of Total	Med Only	Comp	Open	Clsd	Legl	Avg Cost/Claim	Paid	Outstanding	Total Incurred	% Of Total
00 102	Planning	1	1.8%	1	0	0	1	0	0.00	0.00		0.00	0.0%
00 1	Community Development	1	1.8%	1	0	0	1	0	0.00	0.00		0.00	0.0%
00 206	Customer Service	1	1.8%	0	1	0	1	1	3,974.20	3,974.20		3,974.20	1.3%
00 2	Finance	1	1.8%	0	1	0	1	1	3,974.20	3,974.20		3,974.20	1.3%
00 250	PPO Payments	1	1.8%	1	0	1	0	0	138,274.17	138,274.17		138,274.17	46.3%
00 25	PPO Payments	1	1.8%	1	0	1	0	0	138,274.17	138,274.17		138,274.17	46.3%
00 300	Administration	1	1.8%	0	1	0	1	0	193.50	193.50		193.50	0.1%
00 301	Fire Suppression	12	21.4%	6	6	1	11	3	8,166.95	92,574.64	5,428.75	98,003.39	32.8%
00 303	Emergency Medical Services	7	12.5%	5	2	0	7	1	2,302.35	16,116.43		16,116.43	5.4%
00 3	Fire	20	35.7%	11	9	1	19	4	5,715.67	108,884.57	5,428.75	114,313.32	38.3%
00 400	Manager's Office	1	1.8%	0	1	0	1	0	4,452.45	4,452.45		4,452.45	1.5%
00 401	Cable TV	1	1.8%	1	0	0	1	0	260.40	260.40		260.40	0.1%
00 402	Boards & Commissions	1	1.8%	1	0	0	1	0	413.43	413.43		413.43	0.1%
00 4	General Government	3	5.4%	2	1	0	3	0	1,708.76	5,126.28		5,126.28	1.7%
00 600	Administration	1	1.8%	0	1	0	1	0	0.00	0.00		0.00	0.0%
00 6	Human Resources Management	1	1.8%	0	1	0	1	0	0.00	0.00		0.00	0.0%
00 700	Patrol	16	28.6%	13	3	0	16	2	1,761.71	28,187.36		28,187.36	9.4%
00 704	Traffic	1	1.8%	1	0	0	1	0	1,159.40	1,159.40		1,159.40	0.4%
00 7	Police	17	30.4%	14	3	0	17	2	1,726.28	29,346.76		29,346.76	9.8%
00 801	Water & Sewer	4	7.1%	2	2	0	4	0	733.76	2,935.02		2,935.02	1.0%
00 802	Building & Grounds	1	1.8%	0	1	0	1	0	1,411.10	1,411.10		1,411.10	0.5%
00 804	Forestry	5	8.9%	5	0	0	5	0	565.72	2,828.60		2,828.60	0.9%
00 805	Clerical	1	1.8%	1	0	0	1	0	452.50	452.50		452.50	0.2%
00 8	Public Works	11	19.6%	8	3	0	11	0	693.38	7,627.22		7,627.22	2.6%
00 9	Information Systems	1	1.8%	1	0	0	1	0	168.50	168.50		168.50	0.1%
00 01	Village of Hoffman Estates	56	100.0%	38	18	2	54	7	5,336.26	293,401.70	5,428.75	298,830.45	100.0%
Totals for 2000 Claims:		56	100.0%	38	18	2	54	7	5,336.26	293,401.70	5,428.75	298,830.45	100.0%
01 300	Administration	2	3.1%	1	1	0	2	0	538.72	1,077.44		1,077.44	0.1%
01 301	Fire Suppression	8	12.3%	3	5	1	7	2	38,114.77	265,039.41	39,878.75	304,918.16	24.3%

EMPLOYER'S CLAIM SERVICE, INC.
 POLICY YEAR (12/31 - 12/30) CUMULATIVE CLAIM SUMMARY
 From: 12/31/1999 Through: 06/30/2009

Year Code	Description	Claim Cnt	% of Total	Med Only	Comp	Open	Clsd	Legl	Avg Cost/Claim	Paid	Outstanding	Total Incurred	% Of Total
01 303	Emergency Medical Services	(Dept) 7	10.8%	2	5	2	5	4	44,742.27	211,409.20	101,786.72	313,195.92	25.0%
01 304	ESDA	(Dept) 1	1.5%	1	0	0	1	0	425.39	425.39		425.39	0.0%
01 3	Fire	(Sub-Loc) 18	27.7%	7	11	3	15	6	34,423.16	477,951.44	141,665.47	619,616.91	49.4%
01 400	Manager's Office	(Dept) 1	1.5%	1	0	0	1	0	4,374.81	4,374.81		4,374.81	0.3%
01 4	General Government	(Sub-Loc) 1	1.5%	1	0	0	1	0	4,374.81	4,374.81		4,374.81	0.3%
01 505	Immunization	(Dept) 1	1.5%	1	0	0	1	0	391.50	391.50		391.50	0.0%
01 5	Health & Human Services	(Sub-Loc) 1	1.5%	1	0	0	1	0	391.50	391.50		391.50	0.0%
01 700	Patrol	(Dept) 20	30.8%	11	9	0	20	7	10,615.24	212,304.82		212,304.82	16.9%
01 702	Crime Prevention	(Dept) 1	1.5%	1	0	0	1	0	5,663.17	5,663.17		5,663.17	0.5%
01 704	Traffic	(Dept) 3	4.6%	1	2	0	3	2	2,887.00	8,660.99		8,660.99	0.7%
01 707	Records	(Dept) 4	6.2%	1	3	0	4	3	14,372.31	57,489.25		57,489.25	4.6%
01 7	Police	(Sub-Loc) 28	43.1%	14	14	0	28	12	10,147.08	284,118.23		284,118.23	22.7%
01 800	Streets	(Dept) 5	7.7%	3	2	0	5	1	48,719.89	243,599.47		243,599.47	19.4%
01 801	Water & Sewer	(Dept) 4	6.2%	2	2	0	4	1	24,096.40	96,385.58		96,385.58	7.7%
01 802	Building & Grounds	(Dept) 3	4.6%	3	0	0	3	0	422.63	1,267.88		1,267.88	0.1%
01 803	Equipment & Supply	(Dept) 1	1.5%	1	0	0	1	0	210.60	210.60		210.60	0.0%
01 804	Forestry	(Dept) 3	4.6%	2	1	0	3	0	1,150.17	3,450.50		3,450.50	0.3%
01 8	Public Works	(Sub-Loc) 16	24.6%	11	5	0	16	2	21,557.13	344,914.03		344,914.03	27.5%
01 9	Information Systems	(Sub-Loc) 1	1.5%	1	0	0	1	0	301.50	301.50		301.50	0.0%
01 01	Village of Hoffman Estates	(Loc) 65	100.0%	35	30	3	62	20	19,287.95	1,112,051.51	141,665.47	1,253,716.98	100.0%
Totals for 2001 Claims:		65	100.0%	35	30	3	62	20	19,287.95	1,112,051.51	141,665.47	1,253,716.98	100.0%
02 102	Planning	(Dept) 1	2.6%	0	1	0	1	0	28,933.52	28,933.52		28,933.52	4.1%
02 1	Community Development	(Sub-Loc) 1	2.6%	0	1	0	1	0	28,933.52	28,933.52		28,933.52	4.1%
02 301	Fire Suppression	(Dept) 5	13.2%	1	4	0	5	2	11,335.45	56,677.26		56,677.26	8.1%
02 303	Emergency Medical Services	(Dept) 8	21.1%	4	4	0	8	1	7,441.19	59,529.50		59,529.50	8.5%
02 306	Technical Rescue	(Dept) 1	2.6%	0	1	0	1	0	5,830.00	5,830.00		5,830.00	0.8%
02 3	Fire	(Sub-Loc) 14	36.8%	5	9	0	14	3	8,716.91	122,036.76		122,036.76	17.4%
02 700	Patrol	(Dept) 11	28.9%	5	6	1	10	6	24,138.71	259,991.95	5,533.89	265,525.84	37.8%
02 704	Traffic	(Dept) 1	2.6%	0	1	1	0	1	272,228.30	246,288.23	25,940.07	272,228.30	38.8%

EMPLOYER'S CLAIM SERVICE, INC.
 POLICY YEAR (12/31 - 12/30) CUMULATIVE CLAIM SUMMARY
 From: 12/31/1999 Through: 06/30/2009

Year Code	Description	Claim Cnt	% of Total	Med Only	Comp	Open	Clsd	Legl	Avg Cost/Claim	Paid	Outstanding	Total Incurred	% Of Total
02	706	Communication	(Dept) 1	2.6%	1	0	0	1	0	1,777.50	1,777.50	1,777.50	0.3%
02	7	Police	(Sub-Loc) 13	34.2%	6	7	2	11	7	41,502.43	508,057.68	539,531.64	76.8%
02	800	Streets	(Dept) 5	13.2%	4	1	0	5	0	1,511.20	7,556.00	7,556.00	1.1%
02	801	Water & Sewer	(Dept) 2	5.3%	0	2	0	2	0	1,227.90	2,455.80	2,455.80	0.3%
02	803	Equipment & Supply	(Dept) 1	2.6%	1	0	0	1	0	281.70	281.70	281.70	0.0%
02	804	Forestry	(Dept) 2	5.3%	2	0	0	2	0	642.60	1,285.20	1,285.20	0.2%
02	8	Public Works	(Sub-Loc) 10	26.3%	7	3	0	10	0	1,157.87	11,578.70	11,578.70	1.6%
02	01	Village of Hoffman Estates	(Loc) 38	100.0%	18	20	2	36	10	18,475.81	670,606.66	702,080.62	100.0%
		Totals for 2002 Claims:	38	100.0%	18	20	2	36	10	18,475.81	670,606.66	702,080.62	100.0%
03	301	Fire Suppression	(Dept) 5	14.3%	2	3	0	5	2	25,542.01	127,710.07	127,710.07	31.2%
03	303	Emergency Medical Services	(Dept) 12	34.3%	9	3	0	12	2	15,553.15	186,637.80	186,637.80	45.7%
03	305	Underwater Rescue	(Dept) 1	2.9%	1	0	0	1	0	785.49	785.49	785.49	0.2%
03	3	Fire	(Sub-Loc) 18	51.4%	12	6	0	18	4	17,507.41	315,133.36	315,133.36	77.1%
03	700	Patrol	(Dept) 7	20.0%	5	2	0	7	1	1,467.76	10,274.35	10,274.35	2.5%
03	701	Investigations	(Dept) 1	2.9%	0	1	0	1	1	79,722.54	79,722.54	79,722.54	19.5%
03	704	Traffic	(Dept) 3	8.6%	1	2	0	3	0	88.33	265.00	265.00	0.1%
03	7	Police	(Sub-Loc) 11	31.4%	6	5	0	11	2	8,205.63	90,261.89	90,261.89	22.1%
03	801	Water & Sewer	(Dept) 3	8.6%	3	0	1	2	0	699.33	2,098.00	2,098.00	0.5%
03	802	Building & Grounds	(Dept) 2	5.7%	2	0	0	2	0	477.00	954.00	954.00	0.2%
03	803	Equipment & Supply	(Dept) 1	2.9%	1	0	0	1	0	310.50	310.50	310.50	0.1%
03	8	Public Works	(Sub-Loc) 6	17.1%	6	0	1	5	0	560.42	3,362.50	3,362.50	0.8%
03	01	Village of Hoffman Estates	(Loc) 35	100.0%	24	11	1	34	6	11,678.79	408,757.75	408,757.75	100.0%
		Totals for 2003 Claims:	35	100.0%	24	11	1	34	6	11,678.79	408,757.75	408,757.75	100.0%
04	201	Water Billing	(Dept) 1	2.1%	1	0	0	1	0	1,295.10	1,295.10	1,295.10	0.1%
04	2	Finance	(Sub-Loc) 1	2.1%	1	0	0	1	0	1,295.10	1,295.10	1,295.10	0.1%
04	301	Fire Suppression	(Dept) 10	20.8%	6	4	1	9	2	7,430.42	24,339.98	49,964.25	6.9%
04	303	Emergency Medical Services	(Dept) 11	22.9%	7	4	0	11	0	12,225.62	134,481.79	134,481.79	12.5%
04	3	Fire	(Sub-Loc) 21	43.8%	13	8	1	20	2	9,942.19	158,821.77	49,964.25	19.5%
04	504	Health Screening	(Dept) 1	2.1%	1	0	0	1	0	405.00	405.00	405.00	0.0%

EMPLOYER'S CLAIM SERVICE, INC.
 POLICY YEAR (12/31 - 12/30) CUMULATIVE CLAIM SUMMARY
 From: 12/31/1999 Through: 06/30/2009

Year Code	Description	Claim Cnt	% of Med			Open	Clsd	Legl	Avg Cost/ Claim	Paid	Outstanding	Total Incurred	% Of Total
			Total	Only	Comp								
04 5	Health & Human Services (Sub-Loc)	1	2.1%	1	0	0	1	405.00	405.00	405.00	405.00	0.0%	
04 600	Administration (Dept)	1	2.1%	1	0	0	1	248.68	248.68	248.68	248.68	0.0%	
04 6	Human Resources Management (Sub-Loc)	1	2.1%	1	0	0	1	248.68	248.68	248.68	248.68	0.0%	
04 700	Patrol (Dept)	16	33.3%	12	4	0	16	40,543.58	648,697.32	648,697.32	648,697.32	60.4%	
04 703	Tactical (Dept)	2	4.2%	2	0	0	2	137.84	275.68	275.68	275.68	0.0%	
04 7	Police (Sub-Loc)	18	37.5%	14	4	0	18	36,054.06	648,973.00	648,973.00	648,973.00	60.5%	
04 800	Streets (Dept)	3	6.3%	1	2	0	3	43,878.25	131,634.74	131,634.74	131,634.74	12.3%	
04 801	Water & Sewer (Dept)	1	2.1%	1	0	0	1	0.00	0.00	0.00	0.00	0.0%	
04 803	Equipment & Supply (Dept)	1	2.1%	0	1	0	1	81,422.11	81,422.11	81,422.11	81,422.11	7.6%	
04 804	Forestry (Sub-Loc)	6	12.5%	3	3	0	6	35,589.73	213,538.35	213,538.35	213,538.35	19.9%	
04 01	Village of Hoffman Estates (Loc)	48	100.0%	33	15	1	47	22,359.29	1,023,281.90	49,964.25	1,073,246.15	100.0%	
Totals for 2004 Claims:		48	100.0%	33	15	1	47	22,359.29	1,023,281.90	49,964.25	1,073,246.15	100.0%	
05 301	Fire Suppression (Dept)	6	11.3%	4	2	0	6	1,012.80	6,076.77	6,076.77	6,076.77	1.9%	
05 303	Emergency Medical Services (Dept)	20	37.7%	12	8	2	18	13,593.25	231,565.90	40,299.03	271,864.93	84.5%	
05 3	Fire (Sub-Loc)	26	49.1%	16	10	2	24	10,690.07	237,642.67	40,299.03	277,941.70	86.4%	
05 504	Health Screening (Dept)	1	1.9%	1	0	0	1	184.50	184.50	184.50	184.50	0.1%	
05 5	Health & Human Services (Sub-Loc)	1	1.9%	1	0	0	1	184.50	184.50	184.50	184.50	0.1%	
05 700	Patrol (Dept)	7	13.2%	5	2	0	7	3,015.10	21,105.71	21,105.71	21,105.71	6.6%	
05 701	Investigations (Dept)	1	1.9%	1	0	0	1	297.00	297.00	297.00	297.00	0.1%	
05 704	Traffic (Dept)	1	1.9%	1	0	0	1	1,186.85	1,186.85	1,186.85	1,186.85	0.4%	
05 707	Records (Dept)	1	1.9%	0	1	0	1	10,253.45	10,253.45	10,253.45	10,253.45	3.2%	
05 7	Police (Sub-Loc)	10	18.9%	7	3	0	10	3,284.30	32,843.01	32,843.01	32,843.01	10.2%	
05 800	Streets (Dept)	4	7.5%	4	0	0	4	627.99	2,511.94	2,511.94	2,511.94	0.8%	
05 801	Water & Sewer (Dept)	5	9.4%	5	0	0	5	1,066.50	5,332.50	5,332.50	5,332.50	1.7%	
05 802	Building & Grounds (Dept)	1	1.9%	1	0	0	1	437.00	437.00	437.00	437.00	0.1%	
05 803	Equipment & Supply (Dept)	2	3.8%	2	0	0	2	697.05	1,394.10	1,394.10	1,394.10	0.4%	
05 804	Forestry (Dept)	4	7.5%	3	1	0	4	259.88	1,039.50	1,039.50	1,039.50	0.3%	
05 8	Public Works (Sub-Loc)	16	30.2%	15	1	0	16	669.69	10,715.04	10,715.04	10,715.04	3.3%	

EMPLOYER'S CLAIM SERVICE, INC.
 POLICY YEAR (12/31 - 12/30) CUMULATIVE CLAIM SUMMARY
 From: 12/31/1999 Through: 06/30/2009

Year Code	Description	Claim Cnt	% of Total	Med Only	Comp	Open	Clsd	Legl	Avg Cost/ Claim	Paid	Outstanding	Total Incurred	% Of Total
05 01	Village of Hoffman Estates (Loc)	53	100.0%	39	14	2	51	5	6,069.51	281,385.22	40,299.03	321,684.25	100.0%
Totals for 2005 Claims:		53	100.0%	39	14	2	51	5	6,069.51	281,385.22	40,299.03	321,684.25	100.0%
06 201	Water Billing (Dept)	1	1.8%	0	1	0	1	0	1,527.37	1,527.37		1,527.37	0.1%
06 2	Finance (Sub-Loc)	1	1.8%	0	1	0	1	0	1,527.37	1,527.37		1,527.37	0.1%
06 301	Fire Suppression (Dept)	9	16.1%	5	4	0	9	2	38,029.36	342,264.26		342,264.26	32.1%
06 303	Emergency Medical Services (Dept)	14	25.0%	7	7	3	11	4	37,777.36	403,943.17	124,939.83	528,883.00	49.7%
06 3	Fire (Sub-Loc)	23	41.1%	12	11	3	20	6	37,875.97	746,207.43	124,939.83	871,147.26	81.8%
06 700	Patrol (Dept)	17	30.4%	11	6	1	16	3	4,087.87	65,654.42	3,839.35	69,493.77	6.5%
06 701	Investigations (Dept)	1	1.8%	1	0	0	1	0	0.00	0.00		0.00	0.0%
06 703	Tactical (Dept)	4	7.1%	3	1	0	4	0	2,311.32	9,245.26		9,245.26	0.9%
06 704	Traffic (Dept)	2	3.6%	2	0	0	2	0	3,850.97	7,701.94		7,701.94	0.7%
06 707	Records (Dept)	1	1.8%	0	1	0	1	1	24,709.39	24,709.39		24,709.39	2.3%
06 7	Police (Sub-Loc)	25	44.6%	17	8	1	24	4	4,446.01	107,311.01	3,839.35	111,150.36	10.4%
06 800	Streets (Dept)	1	1.8%	1	0	0	1	0	4,201.51	4,201.51		4,201.51	0.4%
06 801	Water & Sewer (Dept)	2	3.6%	1	1	0	2	0	112.50	225.00		225.00	0.0%
06 802	Building & Grounds (Dept)	1	1.8%	0	1	0	1	0	70,689.99	70,689.99		70,689.99	6.6%
06 804	Forestry (Dept)	3	5.4%	3	0	0	3	0	2,038.90	6,116.71		6,116.71	0.6%
06 8	Public Works (Sub-Loc)	7	12.5%	5	2	0	7	0	11,604.74	81,233.21		81,233.21	7.6%
06 01	Village of Hoffman Estates (Loc)	56	100.0%	34	22	4	52	10	19,018.90	936,279.02	128,779.18	1,065,058.20	100.0%
Totals for 2006 Claims:		56	100.0%	34	22	4	52	10	19,018.90	936,279.02	128,779.18	1,065,058.20	100.0%
07 301	Fire Suppression (Dept)	9	18.8%	7	2	2	7	2	40,759.34	186,261.93	180,572.17	366,834.10	60.6%
07 303	Emergency Medical Services (Dept)	7	14.6%	6	1	1	6	1	3,154.50	11,781.51	10,299.98	22,081.49	3.6%
07 3	Fire (Sub-Loc)	16	33.3%	13	3	3	13	3	24,307.22	198,043.44	190,872.15	388,915.59	64.3%
07 600	Administration (Dept)	1	2.1%	0	1	0	1	0	0.00	0.00		0.00	0.0%
07 6	Human Resources Management (Sub-Loc)	1	2.1%	0	1	0	1	0	0.00	0.00		0.00	0.0%
07 700	Patrol (Dept)	10	20.8%	6	4	0	10	2	5,390.95	53,909.49		53,909.49	8.9%
07 703	Tactical (Dept)	2	4.2%	2	0	0	2	0	356.16	712.31		712.31	0.1%
07 704	Traffic (Dept)	4	8.3%	2	2	0	4	1	4,376.80	17,507.19		17,507.19	2.9%
07 7	Police (Sub-Loc)	16	33.3%	10	6	0	16	3	4,508.06	72,128.99		72,128.99	11.9%

EMPLOYER'S CLAIM SERVICE, INC.
 POLICY YEAR (12/31 - 12/30) CUMULATIVE CLAIM SUMMARY
 From: 12/31/1999 Through: 06/30/2009

Year Code	Description	Claim Cnt	% of Total	Med Only	Comp	Open	Clsd	Legl	Avg Cost/ Claim	Paid	Outstanding	Total Incurred	% Of Total
07 800	Streets	(Dept) 3	6.3%	2	1	0	3	1	8,294.56	24,883.69		24,883.69	4.1%
07 801	Water & Sewer	(Dept) 4	8.3%	4	0	0	4	0	1,093.37	4,373.47		4,373.47	0.7%
07 802	Building & Grounds	(Dept) 1	2.1%	1	0	0	1	0	743.84	743.84		743.84	0.1%
07 803	Equipment & Supply	(Dept) 3	6.3%	3	0	0	3	0	1,148.10	3,444.30		3,444.30	0.6%
07 804	Forestry	(Dept) 4	8.3%	3	1	1	3	1	27,686.26	72,181.56	38,563.48	110,745.04	18.3%
07 8	Public Works	(Sub-Loc) 15	31.3%	13	2	1	14	2	9,612.69	105,626.86	38,563.48	144,190.34	23.8%
07 01	Village of Hoffman Estates	(Loc) 48	100.0%	36	12	4	44	8	12,609.06	375,799.29	229,435.63	605,234.92	100.0%
Totals for 2007 Claims:		48	100.0%	36	12	4	44	8	12,609.06	375,799.29	229,435.63	605,234.92	100.0%
08 200	Accounting	(Dept) 1	1.6%	1	0	0	1	0	0.00	0.00		0.00	0.0%
08 206	Customer Service	(Dept) 1	1.6%	0	1	0	1	0	0.00	0.00		0.00	0.0%
08 2	Finance	(Sub-Loc) 2	3.3%	1	1	0	2	0	0.00	0.00		0.00	0.0%
08 300	Administration	(Dept) 1	1.6%	1	0	0	1	0	3,466.28	3,466.28		3,466.28	0.6%
08 301	Fire Suppression	(Dept) 14	23.0%	11	3	1	13	1	1,373.51	14,730.13	4,499.03	19,229.16	3.5%
08 303	Emergency Medical Services	(Dept) 20	32.8%	16	4	3	17	3	12,185.99	112,931.28	130,788.47	243,719.75	44.9%
08 3	Fire	(Sub-Loc) 35	57.4%	28	7	4	31	4	7,611.86	131,127.69	135,287.50	266,415.19	49.1%
08 400	Manager's Office	(Dept) 1	1.6%	0	1	0	1	0	0.00	0.00		0.00	0.0%
08 4	General Government	(Sub-Loc) 1	1.6%	0	1	0	1	0	0.00	0.00		0.00	0.0%
08 700	Patrol	(Dept) 7	11.5%	4	3	3	4	3	9,151.91	28,590.12	35,473.22	64,063.34	11.8%
08 701	Investigations	(Dept) 1	1.6%	0	1	1	0	1	91,783.79	71,034.87	20,748.92	91,783.79	16.9%
08 703	Tactical	(Dept) 2	3.3%	2	0	0	2	0	953.81	1,907.61		1,907.61	0.4%
08 704	Traffic	(Dept) 1	1.6%	0	1	0	1	0	8,049.19	8,049.19		8,049.19	1.5%
08 705	Canine	(Dept) 1	1.6%	1	0	0	1	0	5,940.13	5,940.13		5,940.13	1.1%
08 7	Police	(Sub-Loc) 12	19.7%	7	5	4	8	4	14,312.00	115,521.92	56,222.14	171,744.06	31.6%
08 800	Streets	(Dept) 4	6.6%	4	0	0	4	0	649.43	2,597.70		2,597.70	0.5%
08 801	Water & Sewer	(Dept) 5	8.2%	4	1	0	5	0	410.40	2,052.00		2,052.00	0.4%
08 804	Forestry	(Dept) 2	3.3%	1	1	1	1	1	50,082.41	75,579.62	24,585.20	100,164.82	18.4%
08 8	Public Works	(Sub-Loc) 11	18.0%	9	2	1	10	1	9,528.59	80,229.32	24,585.20	104,814.52	19.3%
08 01	Village of Hoffman Estates	(Loc) 61	100.0%	45	16	9	52	9	8,901.21	326,878.93	216,094.83	542,973.76	100.0%
Totals for 2008 Claims:		61	100.0%	45	16	9	52	9	8,901.21	326,878.93	216,094.83	542,973.76	100.0%

EMPLOYER'S CLAIM SERVICE, INC.
 POLICY YEAR (12/31 - 12/30) CUMULATIVE CLAIM SUMMARY
 From: 12/31/1999 Through: 06/30/2009

Year Code	Description	Claim Cnt	% of Total	Med Only	Comp	Open	Clsd	Legl	Avg Cost/Claim	Paid	Outstanding	Total Incurred	% of Total
09 300	Administration (Dept)	1	5.0%	1	0	1	0	0	855.00	855.00	23,708.75	855.00	0.5%
09 301	Fire Suppression (Dept)	4	20.0%	3	1	1	3	0	12,719.21	27,168.10	50,876.85	50,876.85	31.4%
09 303	Emergency Medical Services (Dept)	10	50.0%	9	1	9	1	1	9,214.03	57,195.75	34,944.55	92,140.30	56.9%
09 3	Fire (Sub-Loc)	15	75.0%	13	2	11	4	1	9,591.48	85,218.85	58,653.30	143,872.15	88.8%
09 600	Administration (Dept)	1	5.0%	0	1	1	0	0	10,550.00	0.00	10,550.00	10,550.00	6.5%
09 6	Human Resources Management (Sub-Loc)	1	5.0%	0	1	1	0	0	10,550.00	0.00	10,550.00	10,550.00	6.5%
09 700	Patrol (Dept)	4	20.0%	2	2	4	0	0	1,911.06	5,353.02	2,291.21	7,644.23	4.7%
09 7	Police (Sub-Loc)	4	20.0%	2	2	4	0	0	1,911.06	5,353.02	2,291.21	7,644.23	4.7%
09 01	Village of Hoffman Estates (Loc)	20	100.0%	15	5	16	4	1	8,103.32	90,571.87	71,494.51	162,066.38	100.0%
Totals for 2009 Claims:		20	100.0%	15	5	16	4	1	8,103.32	90,571.87	71,494.51	162,066.38	100.0%
250	Village of Hoffman Estates	480		317	163	44	436	85	13,403.44	5,519,013.85	914,635.61	6,433,649.46	

Open Medical: 13
 Open Comp: 5
 Open Legat: 26