

**AGENDA
FINANCE COMMITTEE
Village of Hoffman Estates
March 28, 2022**

Immediately following Public Health & Safety

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

I. Roll Call

II. Approval of Minutes – February 28, 2022

NEW BUSINESS

1. Request approval of an Amended and Restated Profit Split Agreement with Levy Premium Foodservice Limited Partnership to provide food and beverage service at the NOW Arena.
2. Request authorization to renew a one-year contract for service and support of the Village's telephone, voicemail, and E911 systems with Sentinel Technologies, Inc., Downers Grove, IL, in an amount not to exceed \$23,738.40.
3. Request authorization to purchase nine (9) semi-ruggedized laptop computers and accessories from CDS Office Technologies, Itasca, IL, for use in the Police Department patrol and response vehicles in an amount not to exceed \$39,170.
4. Request authorization to waive formal bidding and purchase two (2) Dell™ Unity 480 XT Hybrid Storage Solutions and one (1) Dell™ DD6400 network backup appliance from Dell Solutions in an amount not to exceed \$157,612.47.

REPORTS (INFORMATION ONLY)

1. Finance Department Monthly Report.
2. Information Technology Department Monthly Report.
3. NOW Arena Monthly Report.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

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

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

FINANCE COMMITTEE MEETING MINUTES

February 28, 2022

I. Roll call

Members in Attendance:

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

Members Absent:

Karen Arnet, Trustee

Management Team Members
in Attendance:

Eric Palm, Village Manager
Dan O'Malley, Deputy Village Manager
Arthur Janura, Corporation Counsel
Patti Cross, Asst. Corporation Counsel
Alan Wax, Fire Chief
Kasia Cawley, Police Chief
Alan Wenderski, Village Engineer
Fred Besenhoffer, Director IT
Monica Saavedra, Director of HHS
Rachel Musiala, Director of Finance
Joe Nebel, Director of Public Works
Suzanne Ostrovsky, Asst. Village Mgr.
Tricia O'Donnell, Communications Manager
Ric Signorella, CATV Coordinator

Via Telephone:

Ben Gibbs, NOW Arena GM
Sarah Marcucci, EMA Coordinator

The Finance Committee meeting was called to order at 7:00 p.m.

I. Approval of Minutes – January 24, 2022

Motion by Trustee Gaeta, seconded by Trustee Mills, to approve the Finance Meeting minutes from January 24, 2022. Voice vote taken. All ayes. Motion carried.

NEW BUSINESS

1. Request authorization to enter into a three-year contract with Peerless Network, Chicago, IL for telephone services to convert the Village's analog Private Rate Interfaces (PRI) to digital using Session Initiation Protocol (SIP) trunking.

An item summary sheet from Fred Besenhoffer was presented to Committee.

Mr. Besenhoffer provided comment and answered questions from the Board.

Motion by Trustee Gaeta, seconded by Mayor McLeod, to enter into a three-year contract with Peerless Network, Chicago, IL for telephone services to convert the Village's analog Private Rate Interfaces (PRI) to digital using Session Initiation Protocol (SIP) trunking. Voice vote taken. All ayes. Motion carried.

REPORTS ONLY

1. Finance Department Monthly Report.

The Finance Department Monthly Report was received and filed.

2. Information System Department Monthly Report.

The Information System Department Monthly Report was received and filed.

3. NOW Arena Monthly Report.

Ben Gibbs provided comment.

The NOW Arena Monthly Report was received and filed.

II. President's Report – Mayor provided a report of his activities 2/21 through 2/28.

III. Other

IV. Items in Review

V. Adjournment

Motion by Trustee Gaeta, seconded by Trustee Mills, to adjourn the meeting at 7:13 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

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

Date

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of an Amended and Restated Profit Split Agreement with Levy Premium Foodservice Limited Partnership to provide food and beverage service at the NOW Arena.

MEETING DATE: March 28, 2022

COMMITTEE: Finance Committee

FROM: Daniel P. O'Malley, Deputy Village Manager/Owner's Rep. 
Ben Gibbs, General Manager NOW Arena

PURPOSE: Request approval of an Amended and Restated Profit Split Agreement with Levy Premium Foodservice Limited Partnership to provide food and beverage service at the NOW Arena.

BACKGROUND: Prior to Village ownership of the NOW Arena, Levy provided food and beverage services under a management fee agreement with then owner MadKatStep. In September 2010, the Village, as owner, approved a commission fee agreement and continued with Levy for food and beverage services. In 2012, prior to expiration of the original three year term of the Levy agreement, the Village issued a Request for Proposals (RFP) for food and beverage services at the arena. Levy and other food and beverage providers responded to that RFP. As a result, the Village entered into a new agreement with Levy for a three year term, plus an optional two year extension. The initial three year term expired April 30, 2016, and the Village enacted the two year extension by action of the Village Board January 25, 2016. That extension and agreement expired in 2017 and the Village approved a new agreement with Levy which converted from the commission fee agreement to the current profit split agreement.

DISCUSSION: The current Levy agreement expires on April 30, 2022, and provides that the Village may opt to twice extend the term an additional two (2) years. With the productive and mutually beneficial relationship that the Village and Levy have enjoyed these past many years with Levy as food manager for the arena, discussion ensued to extend the term for four (4) years with the Village option for two additional two (2) year extensions. This would provide stability of food service for at least the next four years with the potential for up to eight with a provider that has performed very well and proven to be a good partner with the Village to provide a first class arena. Additionally, this amendment would more closely align the term of the food and beverage agreement with the term of the Village's arena management agreement with Global Spectrum. If approved as presented, the terms of both agreements would expire in 2028. These are the two main operating agreements for the arena.

While the extension of the term is the most significant change to the proposed amendment, there are other changes and revisions to this agreement. Of note is the increase to the Replacement Fund from 2% to 3% in Section 17 (viii). The Replacement Fund provides a mechanism to fund capital expenses at the arena. As the building ages, the additional dedicated funding for capital expenses will be useful. There are also changes to the Insurance section that brings this language up to date. The balance of revisions update the agreement and change language to match current practice. The Sections affected are Recitals 1 and 7; Sections 3, 6, 12, 13, 17, 19, 38 and 41. Attached is a redline version of the proposed agreement which highlights all the revisions to the current agreement.

Levy and their attorneys have reviewed and provided revisions which have been incorporated into this agreement. Corporation Counsel has reviewed this document and concurs with the proposed revisions.

FINANCIAL IMPACT:

Approving this amendment has no financial impact as the significant financial provisions of the agreement remain unchanged. The focus of this request is to extend the term of the agreement and maintain the partnership with a quality food and beverage service provider at the arena.

RECOMMENDATION:

Approval of an Amended and Restated Profit Split Agreement with Levy Premium Foodservice Limited Partnership to provide food and beverage service at the NOW Arena pursuant to the amended and restated agreement attached.

cc: Robert Wood (Levy)
Yousuf Ahmed (Levy)

AMENDED AND RESTATED

PROFIT SPLIT AGREEMENT

BY AND BETWEEN

**VILLAGE OF HOFFMAN ESTATES,
AS OWNER**

AND

**LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP,
AS MANAGER**

DATED: APRIL __, 2022

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PROFIT SPLIT AGREEMENT

This Profit Split Agreement ("Agreement") is entered into as of ___th day of April 2022 ("Effective Date"), by and between the Village of Hoffman Estates, an Illinois Home Rule municipal corporation ("Owner") and Levy Premium Foodservice Limited Partnership, an Illinois limited partnership ("Manager"), individually, each a "Party" and collectively, the "Parties".

RECITALS

1. Owner owns the arena currently known as the ~~Sears-Centre-NOW~~ Arena (the "Arena"), located at 5333 Prairie Stone Parkway, Hoffman Estates, Illinois 60192.

2. Owner also owns the exclusive right to determine who shall operate the food and beverage concession services within the Arena, which consists of approximately 11,800 seats, including Club area and seats, Loge boxes/lower level Suites, and upper level Suites and Prairie View Lounge.

3. The Arena includes food service operations in the areas described as premium areas (the "Premium Areas") and general concession areas (the "General Concession Areas") listed on Exhibit "A" which is attached hereto and incorporated herein. The Premium Areas and the General Concession Areas and any other areas within the Arena at which food or beverages are sold are herein collectively called the "Food and Beverage Areas."

4. Manager and its affiliated and related entities are in the business of developing, owning and managing restaurants and other food service facilities.

5. Owner desires to engage Manager, and Manager desires to be engaged by Owner, pursuant to the terms of this Agreement, to exclusively manage all of the food and beverage concession services within the Arena, including Food and Beverage Areas, during the duration of this Agreement.

6. Manager desires to render certain management and operational services for the Food and Beverage Areas, all as more fully described in this Agreement.

7. Manager and Owner entered into a Commission Fee Agreement dated September 27, 2010, as amended on November 5, 2012, and January 25, 2016 (collectively, the "Commission Agreement"), and, by action of the Village Board on February 6, 2017, Owner ~~has~~ exercised its right under Section 42 of the Commission Agreement to convert to this Profit Split Agreement. By its terms, the Commission Agreement ~~is-was~~ hereby terminated and ~~this-the February 6, 2017 Agreement shall-replaced~~ it in its entirety. The Parties wish to amend and restate this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Representations

(a) Owner's Representations to Manager. Owner hereby represents to Manager as follows:

(i) that it has been validly formed and duly exists as a home rule municipal corporation under the constitution of the State of Illinois, and that it is duly qualified to do business in the State of Illinois;

(ii) that it owns the Arena, and it has the full right, power and authority to grant the exclusive right to manage the food and beverage concessions throughout the entire Arena, including, but not limited to, the right to engage Manager to provide the management and operational services described in this Agreement;

(iii) that it is not prevented from entering into this Agreement or complying with its commitments hereunder by its charter or by-laws, by any statute, regulation or order of any governmental authority;

(iv) that it is not prevented from entering into this Agreement or complying with its commitments hereunder by any statute, regulation, order of, or agreement with, governmental or quasi-governmental authority or by any license, debt instrument, mortgage, lease, contract or other agreement or instrument binding it or any of its property;

(v) that it is duly authorized to enter into this Agreement and has taken all necessary action to obtain such authorization and that no further consent of, or notice to, any other individual (including, but not limited to, the corporate authorities), lending institution, private entity, or governmental authority is required in connection with the execution, delivery, and performance of this Agreement;

(vi) that this Agreement constitutes a legal, valid and binding agreement, enforceable by Manager against Owner in accordance with its terms;

(vii) that the person executing this Agreement on behalf of the Owner has full right, power and authority to execute this Agreement binding Owner to the terms hereof; and

(viii) that in Owner's future suite lease agreements with all suiteholders, there will be a provision that suiteholders are responsible for all suiteholders, guests and invitees that drink alcohol in the suite to drink responsibly. Owner will use reasonable efforts to require all suiteholders to indemnify, and hold Manager harmless, as well as release Manager from any liability whatsoever based on the actions of the suiteholder and its guests and invitees; and

(ix) Owner has engaged Global Spectrum L.P. d/b/a Spectra Venue Management to operate and manage the Arena ("Arena Manager"). Unless otherwise instructed by Owner, Manager shall report to the Arena Manager acting on Owner's behalf in carrying out the terms of this Agreement.

(b) Manager's Representations to Owner. Manager hereby represents to Owner as follows:

(i) that it has been validly formed and duly exists as a limited partnership under the laws of the State of Illinois, and that it is duly qualified to do business in the State of Illinois;

(ii) that Levy GP Corporation is the general partner of the Levy Premium Foodservice Limited Partnership and has the full power to sign and bind Manager to the terms of this Agreement;

(iii) that it is duly authorized to enter into this Agreement and is not prevented from entering into this Agreement or complying with its commitments hereunder by its partnership agreement, by any statute, regulation or order of any governmental or quasi-governmental authority, or by any license, debt instrument, mortgage, lease, contract, or other agreement or instrument binding upon it or any of its property;

(iv) that it is duly authorized to enter into this Agreement and has taken all necessary action to obtain such authorization, and that no consent of, or notice to, any other individual, private entity or governmental authority is required in connection with the execution, delivery and performance of this Agreement;

(v) that this Agreement constitutes a legal, valid, and binding agreement, enforceable by Owner against Manager in accordance with its terms; and

(vi) that the person executing this Agreement on behalf of the Manager has full right, power and authority to execute this Agreement and binding Manager to the terms hereof.

2. Owner Delivery. The Parties acknowledge that Owner is delivering to Manager, for Manager's exclusive (except as otherwise provided herein) use at all times during the Term (as hereafter defined), a "turn-key" food service facility as of the Effective Date, with no investment or capital required by Manager. Owner, through its own funds or through the Replacement Fund (as hereafter defined) as applicable, shall be responsible for paying all costs, fees and expenses incurred in connection with the fixturing, equipping and finishing the Arena, including, but not limited to, the Food Service Facilities, now and at all times during the Term. Notwithstanding the above, Owner shall be responsible for maintenance and repair as hereafter defined.

3. Management Services.

(a) Food Service Facilities. Owner hereby retains Manager to operate and manage, on an exclusive basis (except as provided herein), the entire food and beverage service operations (collectively, the "Operations") for all events held or conducted in the Arena during the Term, including but not limited to, all catering throughout the Arena. In order to provide the services required of Manager hereunder, Manager shall also have the exclusive (except as provided herein) right and license to use all food preparation facilities located at the Arena including without limitation, the kitchens, pantry areas and other areas of the Arena described on Exhibit "B" attached hereto and made a part hereof (collectively, the "Facilities"). The Food and Beverage Areas, together with the Facilities, shall hereinafter be referred to as the "Food Service Facilities." In addition, Manager shall have the exclusive (except as provided herein) right and license to utilize all of the equipment in the Facilities, which currently existing equipment is listed on Exhibit "C" attached hereto and made a part hereof (as the same may be supplemented or changed from time to time) (the "Equipment").

(b) Manager's Rights in the Food Service Facilities. In order to enable Manager to fulfill its responsibilities under this Agreement, Owner hereby grants Manager the exclusive (except as provided herein) right and license to use all of the Food Service Facilities without hindrance or disturbance from Owner, or any individuals or entities claiming by, from, through or under any of the foregoing. In order to control the quality of the products and services sold at the Arena, to ensure the safety of the patrons and to protect Manager's exercise of the rights granted hereunder, Owner will prevent any other entities or individuals, from (i) the unauthorized use of all or any portion of the Food Service Facilities, and (ii) selling, anywhere in the Food Service Facilities, any Food and Beverage Items (as that term is defined below) except as provided herein. In addition, Owner hereby agrees to use its best efforts to prevent patrons from bringing any food, beverages, beverage containers or alcoholic beverages into the Arena.

(c) Owner shall designate the placement of all Food Service Facilities, whether temporary or permanent. Owner reserves the right to move temporary stands and Equipment to facilitate the needs of other events. Nothing herein contained shall be held to limit or qualify Owner's right to a free and unobstructed use, occupation and control of the Arena or of Owner's right of ingress and egress to the Arena for itself, its licensees and the public.

(d) Discounted Sales. Owner and Manager hereby agree to the following discounted sales (collectively, the "Discounted Sales"):

(i) Promotional and marketing catering, and catering for Owner or Arena Manager at Managers cost, plus fifteen percent (15%). ~~seventy percent (70%) off of the full retail price.~~ Such amounts shall be capped at fifty thousand dollars (\$50,000.00), measured at full retail price, each Contract Year, and

(e) Notwithstanding anything to the contrary in this Agreement, the following food services and areas are excluded from Manager's rights, however, at the discretion of Owner, Manager may be required to provide these services when and as requested by Owner.

(i) Cotton Candy, Sno-Kones, or other mutually agreeable novelty items sold during any circus or similar family entertainment event;

(ii) Vending machines placed in nonpublic areas of the Arena;

(iii) Ethnic or other specialty foods not capable of being served by the Manager;

(iv) Arena Manager offices;

(v) Parking lots or other areas outside of the demising walls of the Arena

(vi) Sampling of food and beverage products in the Arena, when such sampling has been approved by the Arena Manager and is reasonable in scope and location and does not appreciably impact the Gross Receipts; and

(vii) Backstage, dressing room, and locker room food service are non-exclusive but may be provided at Manager's cost, plus fifteen percent (15%) or as otherwise agreed.

(f) Notwithstanding anything in this Agreement to the contrary, the Village has the right to utilize the Operations for a Village community, ethnic, non-profit sponsored or tenant support oriented event up to five (5) times per Contract Year without the provisions of this Agreement being enforced or applicable. Additionally, Manager will be required to provide specialized, ethnic, or modified food and beverage Operations upon request of any licensee, when it has been approved by the Arena Manager as in the best interest of such licensee, and/or the Owner or is necessary to comply with the terms of the contract between the Owner and said licensee. If the Manager cannot provide for such a request, they will provide the client an option for buyout of use of the kitchen facilities. The Parties will mutually determine the calculation and terms of the buyout. Under no circumstance, shall any third party use Manager's licenses, employees, or Equipment without prior approval of Manager which will not be unreasonably withheld.

(g) Services. The management services (collectively, the "Services") to be provided by Manager shall include, without limitation, the following:

(i) Administration, management and direction of the day-to-day Operations in accordance with, and subject to, the further terms and conditions of this Agreement;

(ii) Procurement of all supplies, services and personnel which are necessary for the Operations, including personnel for the maintaining and operating of the Food Service Facilities and preparation and service of such food and beverage items as shall be proposed by Manager and approved by Owner ("Food and Beverage Items"), which Food and Beverage Items shall consist of, but not necessarily be limited to, food, alcoholic and non-alcoholic beverages, tobacco, candy and confections, but only to the extent that any of the foregoing may now or hereafter be legally sold at the Arena, in accordance with applicable laws, ordinances, rules and regulations;

(iii) Establish and, from time to time, review and/or modification of menus, portions and prices of the Food and Beverage Items as shall be proposed by Manager and approved by Owner; provided, however, in the event that Owner fails to deliver to Manager within fifteen (15) days after submission of such menus, portions and prices, written approval or denial, such submitted menus, portions and prices shall be deemed approved. ~~The Parties agree that the current menus and prices shall be as attached on Exhibit "D".~~

(iv) Providing and arranging for the maintenance and repair of all furniture, fixtures and equipment used in connection with the Operations and the maintenance of the Food Service Facilities in a clean, neat and sanitary condition, within 10 feet of all food service areas, it being agreed that for accounting purposes, any such expenditures shall be an Expense (as that term is defined below);

(v) Upon consultation with Owner, arranging for the addition to, and replacement or modification of, any Equipment or other element of the Food Service Facilities, the cost of such capital shall be borne first by the Replacement Fund (as hereafter defined), and then, if insufficient amounts are in the Replacement Fund, by Owner, such costs shall be subject to Owner's prior approval, such approval not to be unreasonably withheld, conditioned, or delayed. All equipment is and will remain property of Owner;

(vi) Consultation with Owner at such times as shall be reasonably appropriate for the purpose of eliminating operational problems and improving the Operations;

(vii) Arranging for the removal of all trash from the Facilities to various centralized collection points in the Arena (the cost of which shall be an Expense), whereupon Owner shall be responsible for arranging for such trash to be properly and lawfully discarded; Manager is responsible for all Food and Beverage Areas, and related sanitation of all such Food and Beverage Areas, except for public restrooms;

(viii) Manager shall be required to modify its Operations upon the reasonable request of Owner, when it is required by Owner's agreement with any lessee of the Arena. Manager shall also be required to modify its Operations and meet the Owner's food service requirements if Owner obtains a specific event such as an NCAA tournament, political convention, the Olympics, non-profit events, or other similar national or international event;

(ix) Manager is responsible for complying with all applicable recycling rules, regulations and laws of the appropriate governmental bodies. Owner will endeavor to provide copies of same as they become available; and

(x) Any and all other services which Owner or Manager, in their joint reasonable discretion, deem appropriate in order for Manager to effectively manage and operate the Operations in a manner at least consistent with, if not better than, Manager's performance of comparable services at facilities similar to the Food and Beverage Areas.

(h) Owner Cooperation. Owner shall use its good faith, reasonable and diligent efforts at all times to cooperate with and assist Manager in (A) providing quality food and beverage services to patrons of the Food and Beverage Areas, and (B) achieving maximum Gross Receipts and Net Receipts (as that term is defined below) for the Operations.

(i) Manager Cooperation. Manager shall use its good faith reasonable and diligent efforts at all times to cooperate with and assist Owner in (A) providing quality food and beverage services to patrons of the Food and Beverage Areas, and (B) achieving maximum Gross Receipts and Net Receipts (as that term is defined below) for the Operations.

(j) Manager shall commercially reasonably cooperate with Owner in securing video gambling devices. The installation and operation of said devices shall be at the sole discretion of the Owner. All Video Gambling Proceeds (as hereafter defined) at the Arena shall be excluded from Gross Receipts from the Operations and shall be deposited with the Owner. "Video Gambling Proceeds" shall include amounts received from video gambling machines, but shall not include any food and beverage revenue.

4. Operating Budget. No later than June 1 of each contract year during the Term (or such other period upon which Owner and Manager shall mutually agree), Manager shall propose an operating budget ("Operating Budget") for the Operations, together with budgets for the funds required from Owner to operate the Food Service Facilities in accordance with the standards established in this Agreement. The Operating Budget shall include any changes to the Operations or the Food Service Facilities which Owner recommends and any other additions, improvements or changes to the Operations which are approved by Owner. Within five (5)

business days following the close of each month, Manager shall provide Owner with a statement of itemized income and itemized expenses for such period in comparison to the applicable Operating Budget, together with an explanation for any variations between the Operating Budget and actual income and expenses for such month.

5. Projections of Gross and Net Receipts; Capital Budget; and Innovations Improvement Plans. No later than June 1 of each year during the Term (or such other period upon which Owner and Manager shall mutually agree in writing), Manager shall supply Owner with a copy of Manager's projections for anticipated Gross Receipts for the ensuing year together with a budget (the "Capital Budget") for any recommended capital expenditure projection for five (5) years (the cost of which shall be borne exclusively by either the Replacement Fund or by Owner) to be made during such year to add to, replace or modify any of the furniture, fixtures or equipment to be included in the Food Service Facilities, which Capital Budget shall be subject to Owner's approval. No less than once each month, Manager shall provide Owner with a statement of the actual Net Receipts for the prior month in comparison to the applicable sales projection, together with a thorough explanation from Manager about any significant variances between the projected Gross Receipts and the actual Net Receipts. Manager's Innovations Department shall conduct on-site visits and meetings with Owner semi-annually.

6. Conduct of the Operations.

(a) General. Manager agrees that it will conduct the Operations diligently and in good faith so as to maximize Gross Receipts and Net Receipts and to promptly and courteously serve the patrons of the Food and Beverage Areas at a high quality level customarily followed in the conduct of similar operations. The hours and days of operation during which the Food Service Facilities shall be open and staffed for every event, based on projected attendance provided by the Owner. A full time Director of Operations shall be on-site at all times, subject to vacations and occasional support at other locations of Manager.

(b) Compliance with Laws, Policies and Programs. In connection with the conduct of the Operations, Manager shall in all material respects comply with and observe all applicable federal, state and local laws, ordinances, regulations, orders or directions (including, without limitation, fire, building, health and sanitation codes and regulations) with respect to its Operations and the sanitation and purity of the Food and Beverage Items, provided that nothing herein shall be interpreted to hold Manager responsible for such compliance as it relates to areas of the Arena other than the Food Service Facilities in which Manager prepares or provides food and beverages. If the Owner or any change in the current law requires material changes to the alcohol policy in the Arena as compared to the alcohol policy in the Arena on the date hereof, then upon request of Manager, Owner hereby agrees to re-negotiate in good faith such business terms in this Agreement as directly relate to such change.

(c) Condition of the Food Service Facilities. Manager agrees to use reasonable efforts to conduct the Operations in such a manner so as to reasonably preserve the condition of all areas of the Food Service Facilities in the same condition as of the date of this Agreement to which Manager shall have access in the course of the performance of its obligations hereunder. Manager agrees to keep the Food Service Facilities and all other areas to be utilized by Manager, neat, clean and in a sanitary condition within a 10 foot area, and to follow all reasonable and appropriate directions of Owner with respect thereto.

(d) Compliance with Manager's Rules. Manager shall operate in accordance with Owner's written rules and regulations for the Arena, with all associated costs to be an Expense.

(e) Sponsorship. Manager and Owner recognize the value of securing sponsorship relationships for the Arena. Owner shall have the exclusive right to enter into any sponsorship agreements with corporations with respect to food and/or beverage products that are offered in the Arena ("Sponsorship Agreements"). Parties acknowledge such current Sponsorship Agreements as of the date of this Agreement, as attached hereto as "Exhibit E". At Owner's request, Manager agrees to provide Owner with introductions to Manager's food and beverage vendors that may be interested in having their products exclusively served or sold at the Arena in exchange for marketing and/or rights fees. Notwithstanding the foregoing, Owner will ensure that such Sponsorship Agreements do not impair the quality of the Food and Beverage Items served by Manager (as compared to comparable items served at other similar venues in which Manager or its affiliates provides food and beverage service). Owner and Manager agree that they will not compromise the quality of the Food and Beverage Items served in the Operations in order to secure a sponsorship. In the event Owner has a Sponsorship Agreement or decides to enter into a Sponsorship Agreement (or enters into any other relationship) that increases the costs that Manager incurs, then Owner shall allow Manager to increase pricing to offset the cost increase. In order for Manager to provide Owner with high quality Food and Beverage Items and in order for Manager to maintain the high standards of operations that it requires, Manager shall purchase inventory, equipment, and services from various sellers and vendors selected by Manager in its sole discretion (each, a "Vendor"). Purchases from Vendors shall be made under such terms Manager deems acceptable in its sole discretion ("Vendor Terms"). All Vendor Terms are the exclusive obligations and property of Manager. Owner does not have any liability under, or any right to, any Vendor Terms, and no Vendor Terms will reduce or otherwise affect the amount or performance of Owner's obligations. Manager covenants that the Vendor Terms will not: (i) impair the quality of the Food and Beverage Items served by Manager (as compared to comparable items served at other similar venues in which Manager or its affiliates provides food and beverage service), or (ii) increase the costs for such items above Manager's actual cost net of discounts and rebates. The foregoing shall be in accordance with any applicable federal, state, or local statute, law code, regulation, or ordinance.

(f) Safety. Manager shall be responsible for developing and maintaining the necessary and applicable measures for the safety of the Food Service Operations.

(g) Equipment Set Up/Tear Down. Manager shall provide, set up and remove tents, portable carts, stands, Equipment and Ancillary Items for Food Service Operations. Manager shall be responsible for setting up and tearing down all portable equipment.

(h) Vending Machines. Vending machines may only be used at the times and locations prescribed by Owner.

(i) Table Coverings. The use of table coverings other than cloth must be approved in advance by Owner.

(j) Manager shall make available to Owner for review Manager's standard operating procedures.

(k) Manager shall provide Owner with creative services and marketing support from its corporate Innovations Department, including bi-annual on-site visits with the Owner, and no less than twice annually Manager will conduct, as an Expense, customer surveys and mystery shopper reports and review the metrics/results with Owner.

(l) Manager will not enter into any transaction with affiliates unless the terms are the same as an "arms length" transaction.

(m) Manager shall apply for and install video gambling, as requested by Owner and allowed by law, all at Owner's sole cost.

7. Inspection and Approval. Manager shall propose, and Owner shall have the right to approve or reject the following: (a) areas in which product may be sold; (b) areas in which alcoholic beverages may be sold; (c) dates and times sales areas may and shall be open for business; (d) number of sales areas that must be open for each event; (e) which items may be offered for sale; (f) the brand, quality and quantity of all food and beverages offered for sale; (g) the price of all items offered for sale; (h) design of employees' uniforms including colors; (i) the manner of use of callers, hawkers, signs or other means of calling attention to or selling product; (j) the method used for the orderly control of patrons at the sales areas; (k) any change in the appearance of sales areas; (l) maintenance and clean-up procedures and materials; (m) the number, type and placement of vending machines; (n) size, type and placement of any temporary or movable stands; (o) distribution of hawkers in public seating areas; (p) the Director of Operations and Executive Chef; and (q) the installation, placement, and operation of video gambling devices.

Owner shall decide any and all questions that may arise as to the acceptability of services rendered, number of service areas required, levels of staffing by area, prices, portions, products, manner of performance, questions which arise as to the interpretation and all questions as to the acceptable fulfillment of the Agreement. Owner may require that undesirable practices be discontinued or remedied.

8. Sale and Delivery of Food and Beverage Items. Manager covenants that it shall use commercially reasonable efforts to have available for sale in the Food Service Facilities sufficient quantities and varieties of Food and Beverage Items and to provide sufficient and competently trained personnel so that the Operations shall yield the maximum Gross Receipts and Net Receipts commensurate with the opportunities presented. All Food and Beverage Items sold by Manager, and the manner of serving and selling the Food and Beverage Items, shall be of a high quality. All deliveries of Food and Beverage Items and any other items used in connection with the Operations shall be made only at the times and through the locations in the Arena reasonably designated by Owner.

9. Product.

(a) Manager shall order, stock, prepare, pay for and sell appropriate food service items.

(b) Consumables shall be first quality, wholesome and pure, and all product on hand shall be stored and handled with due regard for sanitation.

(c) During all events at the Arena, the Manager shall post signs and provide menus advertising the prices of items offered for sale. The signs and menus shall not be of a gaudy or offensive nature and must be approved by Owner.

(d) The Manager, Owner, and Arena Manager shall meet at least annually for the purpose of discussing the prices and product then in effect on the various items sold by Manager as provided herein. Additionally, on a seasonal basis, Manager must provide Owner with a competitive market pricing survey, including other facilities it manages in the area.

(e) Manager has ability to request increase in pricing for certain events, with approval by Owner.

(f) Manager agrees to use reasonable efforts to identify local products and vendors to utilize throughout the Arena, where and as appropriate.

(g) Alcoholic beverages are to be offered for sale by the Manager to the extent permitted by applicable state and local laws, and subject to reasonable regulations established by Owner. Final decisions as to whether or not alcoholic beverages may be sold at an event or in any designated area of the Arena shall be made by the Owner. The

decision to serve or refuse service of alcoholic beverages to any individual shall be the sole responsibility of the Manager. The expectation of Owner and Manager is that alcoholic beverages shall be sold at all events, other than community or family events or other events where the promoter prohibits such sale.

10. Employees and Agents.

(a) Conduct and Supervision of Employees and Agents. Manager agrees to hire, train, supervise and regulate all persons employed by it so that they are aware of, and practice, standards of cleanliness, courtesy and service required and customarily followed in the conduct of similar operations. Manager shall use its reasonable, good faith and diligent efforts to instruct its employees to (i) be neatly and cleanly uniformed, (ii) maintain personal cleanliness, (iii) be polite and courteous, and (iv) with respect to non-management employees, wear identification badges that are (A) reasonable in light of identification and security concerns and (B) unobtrusive and consistent with the uniforms worn by the Manager's employees. Manager shall hire and at all times employ an experienced Director of Operations who shall be subject to Owner's reasonable approval from time to time and who shall be available to, and shall consult with and shall regularly report to Owner regarding the conduct of the Operations.

Notwithstanding the foregoing, in the event the Owner notifies Manager that it desires the removal from the Arena of any Manager's employees (other than the Director of Operations, which is addressed separately below) and sets forth in such notice the specific reasons for such request, Manager agrees to meet with representatives of the Owner to discuss the matter. Any decision to remove the individual shall be made by Manager, but in making such decision Manager agrees to act reasonably and take into account the views expressed by the Owner.

Manager shall assign to the Facility a competent and experienced full time Director of Operations and prior to Manager selection of such Director of Operations, Manager shall consult with the Owner with respect to the qualifications of the Director of Operations proposed by Manager. Owner hereby approves of Yousuf Ahmed as the current Director of Operations; hiring of any successor Director of Operations by Manager shall require the prior approval of the Owner, such approval not to be unreasonably withheld, conditioned, or delayed. Manager specifically acknowledges the importance placed by the Owner on the high caliber and continuity of the agreed upon Director of Operations and therefore, Manager agrees not to reassign the selected Director of Operations to another facility managed by Manager or its affiliates, or to another position within Manager or its affiliates' corporate organizations, during the first twenty-four (24) months after the Effective Date of this Agreement, unless such reassignment or change in position is pre-approved in writing by the Owner or due to personal reasons of the Director of Operations.

(b) Cooperation with Other Employees. Manager agrees to direct its employees to reasonably cooperate in the use of the Arena's facilities which are common to the Food Service Facilities and to other operations at the Arena. In this regard, Manager agrees to instruct its employees to cooperate in all other reasonable manners with all employees and agents of Owner and with third parties performing services at the Arena.

(c) Hiring and Employment Practices. Manager agrees that in the conduct of the Operations it will not discriminate or permit discrimination in its hiring or employment practices on the basis of any federal, state or local impermissible grounds. Upon receipt of notice from Owner of any reasonable and significant objection to any of Manager's employees, the employment of such person will be discontinued and a suitable person will be promptly substituted; provided, however, the Owner acknowledges that its right to require replacement of an employee employed by Manager is expressly subject to considerations and restrictions imposed upon Manager by any federal, state or local statute, law, code, regulations, or ordinance by any collective bargaining agreement or other contract affecting such employee. Manager shall conduct a criminal background check for all full time managers and cash handlers employed at the Arena as an Expense. If requested, Manager shall conduct criminal background checks on part-time employees of Manager, at Owner's expense.

(d) Labor Relations. Notwithstanding anything in this Agreement to the contrary, Manager shall have the sole and exclusive right and authority to implement all matters relating to labor relations in the Food Service Facilities and with respect to the Operations, including, but not limited to, the determination of (i) the degree and methods of opposition (if any) to any union organizing efforts, (ii) all terms and provisions of any collective bargaining agreement(s), and (iii) counsel and consultants to be utilized in such efforts.

(e) Training. Training for all Manager's employees, agents and approved subcontractors shall include at a minimum, a state or local certified alcohol awareness program, the Manager's customer service programs, skills training for each position, and buffet and wine service, if applicable. Manager warrants that its Director of Operations and Executive Chef personnel will each be experienced in their respective areas, with a minimum of two (2) years of prior experience in food service at a public events or restaurant facility, unless otherwise consented to by Owner.

(f) Status. All food service workers are employees of Manager.

(g) Subcontractors. Manager may not subcontract any food service without the written approval of the Owner, such approval not to be unreasonably withheld, conditioned, or delayed.

(h) Drugs. Manager agrees that in the performance of this Agreement neither Manager nor any of Manager's employees shall engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity related to the Arena. Owner reserves the right to request a copy of Manager's Drug Free Workplace Policy.

(i) Staffing. The Director of Operations and representatives of Owner shall consult regularly, with reference to the Operations of Manager, to review such Operations to provide services in a proper manner for persons attending the Arena. Manager shall provide Owner with "Staffing Point of Sale Templates" by event type and projected attendance, to include ratio of servers to stands, suites, loges, etc., combined with the appropriate number of permanent and portable concession locations to be open so the Parties will be in agreement as to an expected baseline of personnel and stand coverage during particular events. Manager shall propose and Owner shall have final approval and authority over all staffing levels and what Food Service Facilities will be opened or closed for each event. Manager shall be responsible for direct contact with all suite and loge holders to solicit pre-event orders.

(j) Management Staffing. Manager shall propose and Owner shall have final approval and authority over all Management staffing issues.

(k) All salaries, wages, incentive plans and benefits for any employee of Manager must be approved by Owner.

(l) Off-Site Events. Manager may not utilize management level personnel for off-site functions without consent by Owner. Manager may not use any Equipment or Food Service Facilities at the Arena, for off-site Catering without the written approval of the Owner.

11. Licenses and Permits. Manager shall obtain and use commercially reasonable efforts to maintain in force during the Term, all required food, alcohol and other licenses and permits and renewals thereof and shall cause to be paid all fees and taxes which may be due and owing from time to time to federal, state or municipal authorities incidental to the Operations. Manager shall be the named licensee under all such licenses and permits and Owner shall do all acts or things that are necessary in order for Manager to obtain all such licenses and permits. Throughout the Term, Owner, at its sole cost and expense, shall maintain all other licenses and permits which may be required for the Operations of the Arena. At all times, the Parties shall comply with the restrictions, rules and conditions of all such licenses and permits. In accordance with Village Code, Manager shall also offer regular alcohol awareness and training programs and updates to all relevant employees.

12. Collections and Payments of Taxes and Other Items.

(a) Payment of Taxes; Filing of Sales Tax Returns. Manager agrees to timely pay, from Gross Receipts, all sales, excise, employment and similar taxes relating to the Operations. Manager agrees to file separate sales tax returns reflecting only the Operations, it being understood that such returns shall be filed separately from all other

sales tax returns required to be filed by Manager. Manager shall provide Owner with copies of the sales tax returns as filed by Manager within thirty (30) days of filing with the applicable taxing authority.

(b) Billing Practices and Procedures. Manager shall not be required to extend credit to any party, including the Owner. Owner acknowledges that credit cards are the only form of credit payment accepted in the Arena.

(c) Cash Handling and Cash Management Policies. In connection with the conduct of the Operations, Manager agrees to employ reasonable and appropriate internal control procedures to protect against the misappropriation of cash funds, which procedures shall be subject to the reasonable approval of Owner. Manager shall permit Owner to review written cash management policies. In addition, Manager agrees to deposit all cash Gross Receipts in a federally-insured depository institution. Any cash shortage above ½ of 1 % (0.005) of Gross Receipts in the aggregate is the sole expense of the Manager and may not be deducted from Gross Receipts.

(d) Replacement of Equipment. In addition to providing Owner with the annual Capital Budget, Manager shall be responsible for consulting with Owner with respect to the purchase of all necessary replacements to furniture, fixtures and equipment and for the purchase of additional furniture, fixtures and equipment, the entire cost of which shall be approved (such approval not to be unreasonably withheld, conditioned, or delayed). Manager shall consult with Owner regarding the purchase of additional Equipment, the cost of which shall be borne by Owner if there are insufficient amounts available in the Replacement Fund. Manager shall establish and fund a replacement fund for the purchase of new food service equipment, which shall equal (the "Replacement Fund") ~~two-three~~ percent (32%) of Gross Receipts (as hereafter defined or modified by Section 17 (viii)).

13. Maintenance.

(a) Routine Maintenance. Manager, in consultation with Owner and Arena Manager, shall provide for "Routine Maintenance," which is defined as the provision of all labor and materials which are required to (i) keep the Food Service Facilities and Equipment in good, sanitary order and repair which is of a routine, regular and predictable nature, (ii) keep the Food Service Facilities clean and free of debris, and (iii) repair, maintain or replace components or parts (but replacement of entire items shall be Owner's cost and responsibility, as specified in 12(d) above as required and be considered an Expense. All "Routine Maintenance" shall include but shall not be limited to the following;

(i) perform or arrange for all reasonable preventive or routine maintenance that is stipulated in operating manuals for the Food Service Facilities and Equipment as regular, periodic maintenance procedures for items solely used in the Operations;

(ii) clean, touch up paint and provide or arrange for normal day to day maintenance and repair for Food Service Facilities and Equipment for items solely used in the Operations;

(iii) provide or arrange for daily janitorial service for the Operations;

(iv) provide or arrange for monthly pest control service for Food Service Facilities and Equipment for items solely used in the Operations;

(v) provide or arrange for all sanitation and maintenance of Food Service Facilities and Equipment as approved by Manager to ensure a high standard of sanitation, including but not limited to; depositing in centralized receptacles provided by Owner, all waste, garbage and refuse which shall accumulate in the Food Service Facilities, remove from the Food Service Facilities all trash and garbage, clean empty and sanitize on a regular basis all garbage receptacles, and remove all grease on a regular basis to avoid collection and spillage, and store grease in receptacles provided by Manager as designated in the approved plans and take all precautionary measures to assure that grease is not discharged into the sewers; and

(vi) perform or arrange for repairs to Food Service Facilities and Equipment to keep and maintain the Food Service and Beverage Areas and Equipment in a first class state of the art (of similar size and age) arena. Replacement of the Equipment and Food Service Facilities shall be made out of the Replacement Fund or at Owner's expense, subject to Owner's reasonable approval, to maintain the standards in Section 2 above.

(b) Manager shall, as an Expense, protect or arrange for protection of all carpeted floor areas with rubber or plastic lining when setting up portable stands, bars or service areas. Manager will be responsible for carpet damage caused by the sole gross negligence of its employees, its subcontractors or agents. Manager will also be held responsible for damage to utility floor pockets caused by the sole gross negligence of its employees, its subcontractors or agents.

(c) Log. As an Expense, Manager shall maintain a log book of all repairs. A copy shall be made available to Owner for review upon request, and a copy will be submitted to the Owner at the end of each Contract Year.

(d) Miscellaneous. The Owner may require the use of their in-house maintenance staff for the repairs and maintenance if it is in the Owner's best interest as an Expense (provided it is competitively priced). Manager and Owner will be responsible for tagging all Equipment. Manager cannot dispose or relocate any Equipment or furniture from the premises without written permission of the Owner.

14. Use of Facilities.

(a) Access to Facilities. Access to the Food Service Facilities shall be limited to the authorized representatives of, and other persons designated by, Owner and Manager for the purpose of the reasonable exercise of Owner's and Manager's rights and obligations hereunder.

(b) Signs, Displays and Advertising. Manager agrees that all signs and displays, and the content and graphics thereof, to be utilized by Manager at the Arena shall be subject to the prior reasonable approval of Owner. Manager may use its name and logo and that of any affiliate of Manager, Owner and the name by which the Arena is known in the signage, displays, menus and similar items used in connection with the Operations. In addition, Manager may, in a reasonable and tasteful fashion, including by use of relevant names and logos, promote its affiliation with the Owner, and the Arena and the services provided by Manager under this Agreement in Manager's and its affiliates' corporate stationery, brochures and similar promotional material. Manager must also ensure that all of its signage, graphics, logos are consistent with and do not violate any sponsorship, Naming Rights Agreement, advertising or exclusivity clauses applicable to the Arena at no cost to Manager.

(c) Parking. Owner shall provide to Manager, free of charge, forty (40) parking spaces, located reasonably proximate to the Arena and the Food Service Facilities, for Manager's employees and vendors.

(d) Office Space and Equipment. Owner shall provide to Manager sufficient office space and equipment for Manager's employees (e.g., chefs, sous chefs, Director of Operations) to manage the Operations, which shall include, but not be limited to, furniture, phone systems, HVAC, electricity and lighting. Costs for such items shall be the sole expense of Owner. Manager acknowledges sufficiency of existing facilities as of the Effective Date. Owner shall provide the existing copier in good working order at no cost to Manager, and Manager shall pay, as an Expense, for the repair and maintenance for the existing copier it predominantly uses on the lower level of the Arena.

(e) Utilities. Owner shall be responsible to pay and provide for all utilities and related costs.

(f) Owner Taxes. Owner shall be responsible to pay any real and personal property taxes, if any, related to the Food Service Facilities.

15. Profit Split. There is no management fee. For providing all the management and other services described in this Agreement, effective February 1, 2017, Manager shall earn a percentage of the Net Receipts as set forth below:

Annual Gross Receipts	Owner's Split of Net Receipts	Manager's Split of Net Receipts
\$0 - \$1,250,000	95%	5%
\$1,250,001 - \$1,750,000	93% (on the increment)	7% (on the increment)
Greater than \$1,750,001	90% (on the increment)	10% (on the increment)

In any Contract Year that is less than twelve (12) months, the above Annual Gross Receipts tiers shall be adjusted pro-rata for the actual number of months in such Contract Year.

16. Definition of Gross Receipts. As used in this Agreement, the term "Gross Receipts" shall mean the total of all amounts actually generated from the rights granted herein, whether collected or not, including the Operations pursuant to the terms of this Agreement sold in or from the Food and Beverage Areas by Manager, its employees or agents, including the gross amount received by Manager from subcontractors and any service charges and gratuities provided, however, Gross Receipts shall not include any Village, county, state or federal use, excise or similar tax imposed on the sale or use of the Food and Beverage Items collected and paid to applicable taxing authorities by Manager.

17. Definition of Net Receipts. As used in this Agreement, the term "Net Receipts" shall mean the Gross Receipts, minus (i) any items specifically identified elsewhere in this Agreement as being reimbursable out of pocket, or chargeable against, Gross Receipts, and (ii) the items listed below (herein defined as "Expenses"), which list is intended by the Owner and Manager to be an exhaustive list. No corporate, regional or area expenses or allocations may be charged against this account. Expenses means any reasonable expense Manager incurs in furtherance of the Operations and shall be limited to the following:

(i) The actual cost to prepare and serve all Food and Beverage Items sold in the Food Service Facilities, together with the actual cost of all serving dishes, serving pieces, containers, plates, silverware, glassware, cooking utensils, napkins, table linens and other similar items relating to the sale of Food and Beverage Items (hereinafter collectively referred to as the "Ancillary Items"). All product, labor and operating costs must include any credits the Manager receives, such as product rebates, discounts, and incentives, solely attributable to sales or sales volume produced at the Arena;

(ii) On-site office and administration expenses including, but not limited to, the cost of office supplies, postage, computer software, telephone service, accounting and reporting, together with all payroll costs, including reasonable fringe benefits, payroll taxes, employee benefits, payroll administration expenses, workmen's compensation, and severance payments pertaining to all of Manager's employees engaged in the performance of the Operations;

(iii) Costs of repairs and maintenance but not including costs incurred for additions to, or replacements or modifications of any element of the Food Service Facilities not paid directly by Owner;

(iv) Costs incurred for pest control, trash removal, janitorial service, cleaning expenses, including, but not limited to, the cost of supplies not paid directly by Owner;

(v) Insurance costs incurred by Manager in connection with providing the insurance required pursuant to this Agreement, which is currently approximately 1.5% of Gross Receipts, not including workmen's compensation;

(vi) Cost of uniforms for all of Manager's employees and the costs of laundering all such uniforms;

(vii) The cost of governmental charges such as the cost of obtaining and maintaining all necessary or required licenses;

(viii) Replacement Fund which is an accrual made in each Accounting Period equal to 23% of Gross Receipts for the period commencing May 1, 2022 – April 30, 2026; and as may be extended pursuant to Section 19(a). The Replacement Fund is established to pay for any new Equipment, or replacement of any existing Equipment and may only be spent with the approval of Owner. The Replacement Fund will roll over from Accounting Period to Accounting Period and Contract Year to Contract Year;

(ix) Any uncollectible amounts from the Operations, including, without limitation, uncollectibles from credit/debit card activity, provided that Manager agrees to exercise good faith reasonable and diligent collection efforts; and

(x) Any other costs actually and reasonably incurred by Manager in connection with the Operations. It is expressly understood and agreed that the term "Expenses" shall not include any payments of principal or interest which Owner is required to pay on indebtedness relating to the construction, renovation, modification or ownership of the Arena or any portion thereof. Corporate overhead of five and one-half percent (5.5%) of Gross Receipts shall not be considered an Expense in this Profit Split Agreement. Corporate overhead shall not be paid to Manager.

18. Accountings.

(a) Accountings. Within fifteen (15) days following the last day of each month ("Accounting Period") during the Term, Manager shall provide Owner with a complete accounting ("the Interim Accounting") itemizing and detailing all Gross Receipts and Net Receipts from the Operations generated during such month, (separated by area), together with a profit/loss income statement and payment of all Net Receipts (or, in the event that a deficiency exists, a statement of the accrued loss), if any, due with respect to such Accounting Period. Manager shall also provide and account for income, all of its Expenses, including full and part-time payroll, and fees, as required under the "Records, Accounts" section below. Owner shall have the right to withhold any past due amounts (plus all applicable interest) from any amounts Owner may owe Manager until made whole. Within sixty (60) days following the conclusion of each Contract Year during the Term, Manager shall provide Owner with a review certified by Manager's Chief Financial Officer setting forth the calculation of the annual Gross Receipts and Net Receipts (separated by area) for the applicable period in accordance with a format specified by Manager. If requested, an independent annual audit (an "Audit") of the Manager's financial statements shall be conducted as an Expense, and conducted by a Certified Public Accountant (CPA) firm approved by the Owner and must be submitted no later than ninety (90) days after the end of each Agreement Year. At any time during the Term, and for a period of two (2) calendar years thereafter, Owner and its designated representatives shall have the opportunity, at their sole cost and expense (subject to the provisions set forth below), to inspect the books and records of Manager solely and directly related to the financials of this Agreement to verify the financial performance of this Agreement.

In the event that Owner disputes such figures, Owner shall deliver a written notice of such dispute to Manager ("Dispute Notice"). If Owner and Manager are unable to resolve such dispute within ninety (90) days following the delivery of the Dispute Notice, Owner and Manager shall immediately submit the dispute for resolution to a nationally recognized certified public accounting firm to be mutually agreed to by Owner and Manager (the "Accounting Firm"). If no agreement can be reached, each Party shall propose a nationally recognized certified public accounting firm and the choice shall be made by the flip of a coin. The determination of Gross Receipts and Net Receipts in accordance with the terms hereof made by the Accounting Firm after a full and complete inspection of Manager's books and records shall be final and binding upon the Parties. If the Accounting Firm determines that the computation of Gross Receipts or Net Receipts contained in any Statement is inaccurate and not previously corrected, then either Owner shall promptly pay to Manager, or Manager shall promptly pay to Owner, such amount as is necessary to reflect the adjustment of Gross Receipts or Net Receipts based upon the Accounting Firm's determinations (the "Adjusted Amount"), provided, not previously corrected. If the Accounting Firm determines that the computation of Gross Receipts or Net Receipts contained in any Statement or the Final Statement, as the

case may be, is understated by the greater of (i) twenty-five thousand dollars (\$25,000.00) or (ii) five percent (5%) or more, then, in addition to the Adjusted Amount, Manager shall pay the entire cost of the Accounting Firm's engagement, plus a late fee equal to the prime rate of interest (as listed on The Wall Street Journal). In all other events, the cost of the Accounting Firm's engagement and the costs of Owner's inspection of the books and records of Manager shall be borne by Owner.

(b) Year-End Adjustment. It is acknowledged by the Parties that any payments of Net Receipts as provided herein shall be reflected in each Interim Accounting. In the event that the figures set forth in any "Final Accounting" indicate that Manager or Owner actually received amounts which are greater than or less than the amounts which should have been received pursuant to the provisions of this Agreement, then, the Parties shall, within thirty (30) days following receipt of the Final Accounting, make such payments to each other as may be necessary to insure that Manager and Owner have received the full and correct amounts to which each is entitled based upon the figures contained in the Final Accounting.

(c) Owner's Payment to Manager. Owner shall pay Manager for any and all amounts owed by Owner to Manager within thirty (30) days of the receipt of the invoice. If such payment is not received within thirty (30) days of receipt of the invoice, all such outstanding amounts shall accrue interest at the prime rate (as listed in The Wall Street Journal) plus two percent, from the date of receipt of the invoice to the date of payment until all outstanding amounts are paid in full and Manager shall have the right to withhold any past due amounts (plus all applicable interest) from any of Owner's share of the Commissions until made whole. If late payment occurs more than twice in any Contract Year, Owner hereby agrees to pay Manager the amount necessary to fund projected negative cash flow (i.e. the amount by which anticipated Expenses exceed anticipated Gross Receipts) based on Manager's estimate thereof for all future quarters of Contract Years with payment due no later than thirty (30) days prior to the beginning of the commencement of each quarter or such later date as Manager requests payment (each such payment being an "Expense Advance").

(d) Records, Accounts. Manager shall maintain all accounting records for the Arena in a format reasonably approved by the Owner at the on-site office or in Manager's home office. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of Manager under this Agreement. The Owner or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours. Manager shall maintain a separate commercial bank account in a mutually approved bank on mutually agreeable terms for all sales deposits.

(e) Manager will provide a monthly accounting report for operations to Owner, in an auditable profit/loss statement format (budget to actual), similar to current statements received by Owner with added detail delineating its full and part-time payroll

expenses. Additionally, Manager shall provide, upon request, copies of all invoices and support documentation of direct and indirect Expenses (such as small wares, laundry, legal, uniforms, equipment rental, repair, and maintenance). The Parties will agree on such format and meet monthly with Owner to review accounting information prior to execution of this Agreement. Within thirty (30) days of the end of each quarter, Manager shall provide line item accountings of expenses incurred during the quarter.

(f) Events. Seventy-two (72) hours prior to each event, Owner shall provide Manager with an estimate of expected attendance. Forty-eight (48) hours prior to each event, Manager shall provide Owner with sales, staffing and product usage plan based on that projected attendance. Manager shall provide the Owner with a preliminary sales report by 10:00 a.m. on the day following each event. Manager shall provide to the Owner, in a format directed by the Owner, a written summary of each event within seventy-two (72) hours of that event, indicating where appropriate, sales by location, total inventory sales, total register sales, and cash overages and shortages, gratuities and spoilage levels. Manager shall provide access to the corresponding deposit ticket and credit card transmission reports for all daily sales reports.

19. Term.

(a) Owner hereby grants Manager the right to be the provider of all management services for the Operations for a period commencing on the Effective Date and expiring on April 30, 2026~~2~~ (the "Term"). For purposes of this Agreement, the term "Contract Year" shall mean the twelve (12) month period commencing on January 1 and expiring on the next ensuing December 31. The Parties hereby agree that the first and last Contract Years shall be partial years. Owner shall have the right to extend the Term two (2) separate times for an additional two (2) years for each extension, by providing written notice to Manager (and Manager shall have the right to accept) no later than ninety (90) days prior to the natural expiration of the Term or the first extension year, as applicable.

(b) At the end of the Term, Owner hereby agrees, as a condition precedent to the effectiveness of the end of the Term, to pay Manager, in a single lump sum payment, all amounts owed to Manager, including without limitation, an amount equal to the cost to Manager for all food, beverage, and supply inventory on hand. Notwithstanding anything in this Agreement to the contrary, neither Owner nor Manager shall be entitled to seek, claim or collect damages in excess of the actual and direct damages actually incurred or sustained as a result of a breach or violation of this Agreement.

(c) Upon expiration or termination of the Agreement, Manager shall (to the extent permitted by law) assign to Owner all permits for the food and beverage concession services which have been issued in Manager's name (including liquor and restaurant licenses, if any); provided that if Manager has expended any of its own funds in the acquisition of any of such licenses or permits, Owner shall reimburse pro rata the Manager therefore if it has not done so already.

(d) The Parties recognize that Manager may utilize software at the Facility in connection with its Operations, and that such software may be licensed to Manager and not to Owner. Upon expiration or termination of this Agreement, Manager shall cooperate with Owner to minimize any operational disruption caused by the removal of its proprietary, non-assignable software, and shall facilitate the orderly transfer of records and data contained in the software to the extent necessary for Owner's continued Operations of the Arena. Owner shall, upon termination of this Agreement, have the ability to independently purchase or license any non-proprietary third party software programs and Manager will waive any objection to such transaction related to non-proprietary software. Further, if requested by Owner, Manager shall reasonably assist Owner, at Owner's sole expense, in obtaining Owner's own software license from the licensor of such non-proprietary software programs. Notwithstanding anything contained herein, Manager shall have no obligation to transfer any of its proprietary items.

(e) In addition to the actions set forth in this Agreement which are to be taken by Manager and Owner upon expiration or termination of the Agreement done in accordance with the terms of this Agreement, Owner and Manager shall cooperate with each other and act in a commercially reasonable manner to effect an orderly transition of management functions of the food and beverage concession services from Manager to Owner, any transferee of Owner or to any managing agent designated by Owner or any transferee of Owner.

(f) Manager shall peacefully vacate and surrender the Arena, including the Food and Beverage Areas to the Owner and cooperate with Owner and/or successor operator upon the expiration or termination of the Agreement done in accordance with the terms of this Agreement.

(g) Owner hereby expressly agrees that, during the Term (including any extensions thereof) and for a period of twelve (12) months following the expiration of this Agreement, Owner shall not directly or indirectly solicit, hire, offer to hire or employ any current full time salaried or core management-level employees of Manager (including, but not limited to, Manager's current Director of Operations, chefs, sous chefs and the managers of the various areas of the Food Service Facilities) learned about solely due to Operations to work in the Food Service Facilities as a consultant, employee, independent contractor or otherwise in any other capacity, without Manager's prior written approval, which approval can be granted or denied in Manager's sole and absolute discretion. Manager hereby expressly agrees that, during the Term (including any extensions thereof) and for a period of twelve (12) months following either the expiration of this Agreement, Manager shall not directly or indirectly solicit, hire, offer to hire or employ any current full time salaried or management-level employees of Owner learned about solely due to the Operations to work for or in connection with Manager as a consultant, employee, independent contractor or otherwise in any other capacity, without Owner's prior written approval, which approval can be granted or denied in Owner's sole and absolute discretion.

(h) The provisions of this Paragraph 16 shall survive and continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

20. Default by Manager. Owner shall have the right to terminate this Agreement and Manager's services for all of the Operations upon the occurrence of any uncured default by Manager, provided Manager has received thirty (30) days prior written notice specifying the nature of such default and has failed in such period to cure, unless such cure is not possible within such time, in which case Manager, if diligently pursuing such cure, shall have an additional sixty (60) days to cure. A default shall be defined as the occurrence of any one (1) or more of the following:

(a) Manager's: (i) failure to perform any of its material services or obligations in the manner or within the time required under this Agreement or commits or permits a breach thereof, or (ii) default in, any of its material duties, liabilities or obligations hereunder.

(b) Manager's failure to obtain or maintain any required license or permit including alcoholic beverage licenses or permits during any event in the Arena; provided, however, it is not a default of Manager unless such failure to maintain a required license or permit is within Manager's reasonable control.

(c) Manager's failure to correct, to the extent solely within Manager's control, any potentially hazardous condition within seventy-two (72) hours of written notice from Owner.

(d) Manager's filing a voluntary petition in bankruptcy, or is adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency or other relief for debtors, whether federal or state, or shall seek, consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator of Manager or of all or any substantial part of its properties (the term "acquiesce," as used herein, being deemed to include, but not be limited to, the failure to file a petition or "motion to vacate or discharge any order, judgment or decree providing for such appointment within the time specified by law); or a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Manager seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency or other relief for debtors, whether federal or state, and Manager shall consent to or acquiesce in the entry of such order, judgment or decree, or the same shall remain unvacated and unstayed for an aggregate of sixty (60) days from the day of entry thereof, or any trustee, receiver, conservator or liquidator of Manager or of all or any substantial part of its properties shall be appointed without the consent of or acquiescence of Manager and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days.

21. Default by Owner. Manager shall have the right to terminate this Agreement by written notice to the Owner following the occurrence of any of the following events of default by Owner:

(a) Owner's filing a voluntary petition in bankruptcy, or is adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency or other relief for debtors, whether federal or state, or shall seek, consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator of Owner or of all or any substantial part of its properties (the term "acquiesce," as used herein, being deemed to include, but not be limited to, the failure to file a petition or motion to vacate or discharge any order, judgment or decree providing for such appointment within the time specified by law); or a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Owner seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency or other relief for debtors, whether federal or state, and Owner shall consent to or acquiesce in the entry of such order, judgment or decree, or the same shall remain unvacated and unstayed for an aggregate of sixty (60) days from the day of entry thereof, or any trustee, receiver, conservator or liquidator of Owner or of all or any substantial part of its properties shall be appointed without the consent or acquiescence of Owner and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days; or;

(b) Owner's: (i) failure to perform any of its material services or obligations in the manner or within the time required under this Agreement or commits or permits a breach thereof, or (ii) default in, any of its material duties, liabilities or obligations hereunder.

22. Termination. In the event that all of Manager's services are terminated as provided in Paragraphs 20 and 21, Manager shall, if Owner requests, continue to serve as Manager of the Operations until a successor is selected and commences work in the Food Service Facilities or until such earlier date as Owner shall specify; provided that Manager shall not be obligated to do so for a period in excess of thirty (30) days. The terms and conditions of this Agreement shall continue to be fully applicable during such period as if no termination had occurred; provided that such request to continue as Manager shall be deemed to constitute Owner's agreement to pay Manager, in full, for all amounts it owes Manager, as well as for its services during such period following termination as provided for herein. Manager agrees that Owner also has the option, in the event of any such default and upon written notice to Manager, to have Manager vacate the Arena and no longer operate under this Agreement. Manager agrees in all events to reasonably cooperate with Owner in transitioning the food service Operations to such party or entity that succeeds Manager. This shall include the assignment of all contracts, all deposits, food and beverage inventory, and full transition services, provided that Manager is paid the fair market value for such items. Manager also agrees to reasonably assist in the transfer of alcoholic beverage licenses to the successor Manager, to the extent permitted under such contracts and under applicable law.

23. Independent Contractor. In performing its services hereunder, Manager is an independent contractor of Owner and not an employee, agent, partner, or joint venturer of Owner. No agent, servant or employee of Manager shall under any circumstances be deemed an agent, servant or employee of Owner.

24. Ownership in Food Service Facilities; Authority of Manager. Manager shall have no ownership rights in the Food Service Facilities, nor any claim of ownership with respect thereto, arising out of this Agreement or the performance of its services hereunder. This Agreement shall in no way be construed to authorize Manager to engage in any brokerage services or activities of any similar nature relating to the Food Service Facilities.

25. Taxes and Contributions. Manager assumes full and exclusive responsibility and liability for withholding and paying, as may be required by law, all federal, state and local taxes and contributions with respect to, assessed against, or measured by Manager's earnings hereunder, or salaries or other contributions or benefits paid or made available to any persons retained, employed or used by or for Manager in connection with its services, and any and all other taxes and contributions applicable to its services for which Manager may be responsible under any laws or regulations, and shall make all returns and/or reports required in connection with any and all such laws, regulations, taxes, contributions and benefits.

26. Qualification. Manager shall, at its own expense, qualify to do business in the State of Illinois.

27. Severability. Each provision of this Agreement is intended to be severable. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be deemed to be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

28. Remedies. The remedies specified in this Agreement shall be in addition to, and not exclusive of, any other remedies available to a party at law or in equity. In the event of any dispute, claim, suit or proceeding relating to this Agreement, the prevailing Party shall be entitled to recover all of its reasonable legal and other fees and expenses incurred in connection with the dispute, claim, suit or proceeding from the other Party. Owner and Manager hereby expressly waive any right to seek, claim or collect lost profits or any punitive, treble, indirect, special, speculative or consequential damages in connection with, or related to, a breach or violation of this or any other agreement entered into between Owner and Manager.

29. Governing Law. This Agreement is entered into in the State of Illinois and shall be governed by the internal substantive laws of the State of Illinois without regard to conflicts of law principles. Each Party hereby consents to the jurisdiction of the federal and state courts sitting in Cook County for the purpose of any suit, action or proceeding arising out of or related to this Agreement and each expressly waives any and all objections it may have to venue in any of such courts.

30. Time of Essence. Time is of the essence in the performance of this Agreement.

31. Utility Interruption. Owner shall not be liable or responsible for any failure to furnish services, such as electricity, gas, water, or drainage service, which failure is caused or brought about in any manner by strike, act of God or other work stoppage, federal, state, or local government action, the breakdown or failure of apparatus, equipment, or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control. Further, Owner shall not be liable or responsible for any consequential economic or property loss or damage caused or brought about by any such occurrence.

Owner shall not be responsible for any goods, merchandise or Equipment stored at the Arena nor will it be responsible for damage resulting from a power failure, flood, fire, explosion and/or other causes.

32. Force Majeure.

(a) Neither Party shall be liable or responsible to the other Party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the Party claiming failure or inability to perform provides written notice to the other Party within thirty (30) days of the date on which such Party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a Party's failure to make payments due hereunder be excusable due to an Event of Force Majeure. "Event of Force Majeure" shall mean a delay in or failure of performance by Owner or Manager to the extent that such delay, failure, loss or damage is caused by acts of God or the public enemy, expropriation or confiscation of facilities, compliance with any order or request of any governmental authority or person purporting to act therefore, acts of declared or undeclared war, weapon of war employing atomic fission or radioactive force, whether in the time of peace or war, public disorders, rebellion, sabotage, revolution, earthquakes, tornadoes, floods, riots, strikes, delays in transportation directly effecting the delivery of food and beverage, epidemic, pandemic, inability of a Party to obtain necessary materials or equipment or permits due to existing or future laws, rules or regulations of governmental authorities.

(b) In the event of damage or destruction to a material portion of the Facility by reason of fire, storm or other casualty loss that renders the Facility (or a material portion thereof) untenable, the Owner shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facility (or a material portion thereof) untenable for a period estimated by an architect selected by the Owner at Manager's request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either Party may terminate this Agreement upon written notice to the other, provided that the Owner shall pay to Manager its costs of withdrawing from services hereunder, as described in Section 4.4(a) above.

33. Assignment and Subcontracts. Manager shall have no right, power, or authority to assign this Agreement without the prior written approval of Owner, which approval can be granted or denied in Owner's sole and absolute discretion; provided, however, that an assignment of this Agreement to any of Manager's partners or affiliates (or any of their affiliated or related entities) shall not constitute an assignment under this Paragraph and, therefore, shall not require Owner's approval. In the event that (a) ownership of the Arena is transferred to any person, trust or entity other than Owner (a "Successor"), or (b) Owner sells or in any way transfers its rights to grant the right to sell food and beverage items in the Arena, Owner shall cause this Agreement to be transferred and assigned to the Successor, subject to Manager's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Prior to the consummation of such sale, assignment or transfer to the Successor, Owner shall cause the Successor to expressly assume in writing the terms and conditions of this Agreement and to agree to be bound by all of the obligations of Owner contained in this Agreement. Without waiver of the foregoing provisions, all of the rights, benefits, duties, liabilities and obligations of the Parties hereto shall inure to the benefit of, and be binding upon, their respective successors and assigns.

34. Modification of Agreement. This Agreement constitutes the entire agreement between the Parties hereto. To be effective, any modification of this Agreement must be in writing and signed by an authorized representative of each Party to be charged thereby.

35. Headings. The headings of the paragraphs of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything contained herein or govern the rights or liabilities of the Parties hereto.

36. No Third Party Beneficiaries. Nothing in this Agreement is intended nor will be deemed to confer rights or remedies upon any person or legal entity not a Party to this Agreement.

37. Interpretation. Whenever the context requires, all words used in the singular number shall be deemed to include the plural and vice versa, and each gender shall include any other gender. The use herein of the word "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

38. Notices. All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and, deemed to have been received upon personal delivery or, if mailed, upon the first to occur of actual receipt as evidenced by written receipt for certified or registered mail or a nationally recognized overnight courier service, refusal or delivery or notification by the United States Postal Service to the sending Party that the notice, request or communication is not deliverable at the address of the receiving Party set forth below due to the unwillingness of the recipient to accept delivery:

If to Owner: Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60169
Attention: Village President

With a copy to: Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60169
Attention: Corporation Counsel

With a copy to: Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60169
Attention: Village Clerk

With a copy to: Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60169
Attention: Owner's Representative, ~~Sears-Centre-NOW~~

Arena

With a copy to: ~~Sears-Centre-NOW~~ Arena
5333 Prairie Stone Parkway
Hoffman Estates, Illinois 60192
Attention: ~~Ben Gibbs~~ General Manager

If to Manager: Andrew J. Lansing
President and CEO
Levy Restaurants
980 North Michigan Avenue, Suite 400
Chicago, Illinois 60611

With a copy to: ~~Michael T. Perlberg, Esq.~~
Folarin Dosunmu, Esq.
Senior Vice President/General Counsel
Levy Restaurants
980 North Michigan Avenue, Suite 400
Chicago, Illinois 60611

With a copy to: Manager's Director of Operations at his/her offices
In the Arena

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above, but shall be effective only upon actual receipt.

39. Confidentiality and Information Technology Security.

(a) Confidentiality.

(i) Any financial statements or other financial information that may be provided by either Party to the other prior to the execution of, or pursuant to the requirements contained in, this Agreement, whether provided voluntarily or in satisfaction of an obligation to do so, and the terms of this Agreement, shall be kept strictly confidential by the Party receiving the same, except and only to the extent that such information may be required to be reported for purposes of the receiving Party's financial statements or public reporting requirements, to or by any duly constituted governmental authorities or to any bank or other financial institution providing financing to Manager, Owner or any of their respective affiliated or related entities or owners.

(ii) During the course of the performance of Manager's services pursuant to this Agreement, Manager may utilize certain information that relates to its past, present or future research, development, business activities, products, services, technical knowledge and knowledge capital ("Confidential Information"). Furthermore, during the course of Manager's Services hereunder, Manager may utilize certain proprietary materials, tools and methodologies, including, but not limited to, software, programs and systems (including modifications and adaptations thereto), documentation, training manuals and procedures (hereinafter collectively referred to as "Service Solution Tools"). Service Solution Tools shall be deemed to be included as part of Manager's Confidential Information.

(iii) Owner hereby acknowledges and recognizes the competitive advantage and value associated with Manager's Confidential Information and hereby agrees to use its best efforts to, at all times, protect and preserve the confidentiality of Manager's Confidential Information. Owner hereby agrees that it shall not have or retain any right, title or interest in the Confidential Information, except to use them during the term of this Agreement as expressly authorized by Manager from time-to-time and solely for the purpose of furthering Manager's services pursuant to this Agreement. Nothing in this Agreement shall restrict, prohibit or limit, in any way, Manager's use of the Service Solution Tools in any manner or for any purpose whatsoever.

(iv) Owner hereby agrees that all Confidential Information, including, but not limited to, Service Solution Tools and all copies thereof, shall be returned to Manager or, at Manager's election, may be removed by Manager upon the first of the following to occur: (a) the expiration of this Agreement or (b) Manager's request.

(v) Information falling within the definition of Confidential Information shall be treated by Owner as the confidential financial or proprietary information of Manager pursuant to the provisions of the Illinois Freedom of Information Act ("Illinois FOIA"). Except as expressly provided in this Agreement or as otherwise mandated by the Illinois FOIA or other applicable law, Owner will not disclose Confidential Information to anyone without the prior written consent of Manager. In the event that Owner is served with a Freedom of Information Act (FOIA) request, discovery request in litigation, or subpoena from any third party requesting all or part of any Confidential Information as defined herein, Owner shall give timely notice to Manager of such request or subpoena as soon as possible and within the time parameters required for response pursuant to the Illinois FOIA or any applicable law.

(vi) Owner and Manager hereby expressly acknowledge and agree that the terms and provisions of this Paragraph 39 shall survive the expiration of this Agreement.

(vii) If Manager, in its sole discretion authorizes Owner to use any Service Solution Tools, Owner may only use such Service Solution Tools for its internal business purpose and may not use or share them for the benefit of any other Party. The Service Solution Tools are made available "AS IS" without express or implied warranties of any kind.

(viii) Owner's Confidential Information. Manager agrees that all financial, statistical, personnel, customers, vendor data and other information relating to Manager's business and other information identified as proprietary or confidential by Owner which may be disclosed to or otherwise become known by Manager, are confidential and proprietary information of Owner ("Owner Confidential Information"). Manager agrees to (i) use Owner Confidential Information only for the purpose of this Agreement and shall use reasonable measures to prevent the disclosure of Owner Confidential Information to any third party without Owner's prior written consent, (ii) take measures that, in the aggregate, are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information and (iii) take reasonable steps to advise its employees of the confidential nature of Owner Confidential Information or of the prohibitions of copying and revealing such Owner Confidential Information contained herein.

(b) Information Technology Systems. In connection with the services being provided hereunder, Manager may need to operate certain information technology systems not owned by the Owner ("Non-Owner Systems"), which may need to interface with or connect to Owner's networks, internet access, or information technology systems ("Owner Systems"). Manager shall be responsible for all Non-Owner Systems, and Owner shall be solely responsible for Owner Systems, including taking the necessary

security and privacy protections as are reasonable under the circumstances. If Manager serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Manager will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-Owner Systems interface with or connect to Owner Systems, then Owner agrees to implement forthwith upon request from Manager, at Owner's own expense, the changes to the Owner Systems that Manager reasonably requests and believes are necessary or prudent to ensure Manager's compliance with the Data Protection Rules.

40. Security. Owner shall be exclusively responsible for providing adequate security throughout the entire Arena, including the Food Service Facilities. Manager acknowledges that Owner shall be responsible for public order and safety and shall have the right and authority to eject individuals from the Food Service Facilities as necessary.

41. Insurance.

Liability Insurance. Manager shall obtain and maintain, at all times throughout the Term, ~~comprehensive commercial~~ general liability ~~coverage (including liquor liability), including bodily injury, property damage, and contractual liability coverage and dram shop/liquor liability coverage insurance~~ insuring against, among other things, the losses, expenses and liabilities described in this Agreement to the extent that liabilities are insurable. The policies shall provide primary coverage and shall provide liability limits equal to two million dollars (\$2,000,000) per occurrence/each common cause and twenty-five million dollars (\$25,000,000) in the aggregate. The per occurrence/each common cause and aggregate limits may be satisfied by using a combination of primary and excess/umbrella insurance policies. In addition, Manager shall also obtain and maintain workers' compensation insurance coverage in accordance with the State of Illinois statutory requirements. Manager shall furnish to Owner certificates of insurance, ~~a letter from an agent or broker, and blanket additional insured endorsements~~ evidencing that all such insurance policies are in full force and effect, and such certificates shall be in an industry standard Acord form or another form acceptable to Owner, which acceptance shall not be unreasonably withheld, conditioned or delayed. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Illinois ~~or as otherwise agreed by the Parties.~~ All such policies shall be written on a standard ISO policy form or their equivalent. Owner and Arena Manager shall be included as an additional insured on the commercial general liability policy, and dram shop/Liquor Liability policies to be obtained by Manager. The Parties agree that the certificate evidencing such liability insurance shall include the following ~~statement:~~ "The Village of Hoffman Estates, as Owner of the ~~Sears Centre-NOW~~ Arena and Global Spectrum LP, Oak View Group as Arena Manager, is-are added as an additional insured. Liability cCoverage

shall be primary and non-contributory to any coverage of the Village of Hoffman Estates and/or Global Spectrum LP, Oak View Group as required by written contract." All policies of insurance required hereunder shall provide that they may not be canceled, renewed or reduced unless insurers endeavor to provide at least thirty (30) days' notice thereof has been provided to Owner. Owner hereby agrees that it will cause to be obtained and maintained at all times throughout the Term, adequate insurance to cover customary risks, losses, expenses and liabilities associated with the Operation of the Arena shall obtain and maintain, at all times throughout the Term, commercial general liability coverage including property damage, and contractual liability insurance insuring against, among other things, the losses, expenses and liabilities described in this Agreement to the extent that liabilities are insurable. The policies shall provide primary coverage and shall provide liability limits equal to two million dollars (\$2,000,000) per occurrence and twenty-five million dollars (\$25,000,000) in the aggregate. The per occurrence and aggregate limits may be satisfied by using a combination of primary and excess/umbrella insurance policies. In addition, Owner shall also obtain and maintain workers' compensation insurance coverage in accordance with the State of Illinois statutory requirements. Owner shall furnish to Manager certificates of insurance evidencing that all such insurance policies are in full force and effect, and such certificates shall be in a form acceptable to Manager, which acceptance shall not be unreasonably withheld, conditioned or delayed. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Illinois. All such policies shall be written on a standard ISO policy form. Manager and Compass Group USE, Inc. shall be included as an additional insured on the commercial general liability policy to be obtained by Owner. The Parties agree that the certificate evidencing such liability insurance shall include the following statement: "Levy Premium Foodservice Limited Partnership and Compass Group USA, Inc. are included as an additional insured by Owner with respect to liability arising out of or related to Owner's management and operation at NOW Arena. Coverage shall be primary and non-contributory to any coverage of Manager and Compass Group USA, Inc." All policies of insurance required hereunder shall provide that they may not be canceled unless at least thirty (30) days' notice thereof has been provided to Manager.

(a) Property Damage Insurance. Owner shall be responsible for maintaining all insurance for all of the furniture, fixtures and equipment utilized in connection with the Operations against property damage. Owner shall be responsible for maintaining all insurance for all of the furniture, fixtures and equipment utilized in connection with the Services against property damage for one hundred percent (100%) of the replacement value of such assets. Owner hereby releases Manager from any and all liability and responsibility to Owner, or anyone claiming through and under Owner by way of subrogation or otherwise, for any loss, damage or injury to the property of Owner or its employees caused by fire or other peril, even if such fire or other peril shall have been caused by the fault of Manager or anyone for whom Manager may be responsible.

42. Old Agreements. This Agreement supersedes all prior agreements, whether oral or written, between the Parties for the Arena, including without limitation, the Commission Agreement, the letter agreements between the Parties dated December 23, 2009, March 22, 2010, June 7, 2010, and August 2, 2010. Parties agree Owner has no liability under any prior agreements, whether oral or written, between Manager and CCO Entertainment, LLC, and /or MadKatStep Entertainment, LLC. Notwithstanding the above, Owner acknowledges the following: (i) Manager paid a capital investment of One Hundred Fifty Thousand Dollars (\$150,000.00) (the "2012 Capital Investment") to Owner through the First Amendment to the Commission Agreement, dated November 5, 2012; (ii) as of February 1, 2017, Thirty Seven Thousand Five Hundred (\$37,500.00) of the Capital Investment remains unamortized; (iii) such unamortized amount of the Capital Investment shall continue to amortize on a straight line basis as a monthly Expense until April 30, 2018; and (iv) if this Agreement terminates before April 30, 2018 for any reason, the unamortized portion shall be reimbursed to Manager as a pre-condition to the effectiveness of termination.

43. Owner's Right of Conversion to "Commission Fee Agreement". Upon thirty (30) days written notice to Manager, Owner, at its sole and absolute discretion and at any time during the Term of this Agreement, has the right to convert from the "Profit Split" Agreement to the "Commission" Agreement set forth in Exhibit "F", provided that such conversion shall be effective at the beginning of the applicable month and not mid-month.

44. Construction. In the event of a dispute between the Parties regarding this Agreement, the Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretations may be construed against the other Party.

45. Waiver. No waiver in any instance by any Party of any provision of this Agreement shall be deemed as a waiver of any other provision hereunder in any instance.

46. Exhibits. Each of the lettered exhibits attached to this Agreement and identified herein is expressly made a part hereof as though fully set forth herein.

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

Village of Hoffman Estates,
An Illinois Home Rule municipal corporation

By: _____

Print: _____

Its: _____

Date: _____

Levy Premium Foodservice Limited Partnership,
An Illinois limited partnership

By: Levy GP Corporation

Its: General Partner

By: _____

Its: _____

Date: _____

LIST OF EXHIBITS

Exhibit A Food and Beverage Areas

Exhibit B Facilities

Exhibit C Equipment

| ~~Exhibit D~~ Menu

| Exhibit ~~D~~E Sponsorship Agreements

| Exhibit ~~E~~F Commission Fee Agreement

EXHIBIT "A"

FOOD AND BEVERAGE AREAS

The "Food and Beverage Areas" shall consist of all of the food and beverage service in the Arena, including without limitation, the following:

1. All general concession areas including, without limitation, all concession stands on the main and bridge level;
2. All portable carts in the Arena;
3. All of the 43 upper level luxury suites in the Arena;
4. All 24 loge boxes/lower level Suites;
5. All bars, carveries, clubs, and lounges (including Prairie View Lounge) in the Arena;
6. All catering and group sales within the Arena;
7. All in-seat service in the Arena;
8. All other food and beverage service in the Arena throughout the term; ~~and~~
9. ~~Former Ameore-Club Room; and~~
- 9.10. Hideaway Brew Garden at the Village Green.

EXHIBIT "D"

SPONSORSHIP AGREEMENTS

Copies of the following Sponsorship Agreements are attached:

1. MolsonCoors: January 1, 2019 – December 31, 2022
2. Garibaldi's Pizza: November 1, 2021 – October 31, 2022
3. Vienna Beef: September 1, 2018 – August 31, 2025
- ~~4. Pepsi: TBD~~
- 5.4. Great Lakes Coca-Cola: November 1, 2019 – October 31, 2024 (or meets 16,635 case requirement)

COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT: Request authorization to renew a one-year contract for service and support of the Village's telephone, voicemail and E911 systems with Sentinel Technologies, Inc., Downers Grove, IL, in an amount not to exceed \$23,738.40.

MEETING DATE: March 28, 2022

COMMITTEE: Finance Committee

FROM: Fred Besenhoffer, Director of Information Technology

PURPOSE: To renew a one-year contract for the service and support of the Village's telephone and voicemail system.

BACKGROUND Sentinel Technologies has provided advanced service and support for the Village's telephone and voicemail system since it was first installed in 2007.

Staff continues to be pleased with Sentinel Technologies' service, stability, institutional knowledge and reliability. The primary benefits of Sentinel's support services include:

- CISCO GOLD partnership
- 20 + years servicing and supporting CISCO VoIP systems
- 24x7x365 access to Sentinel TAC
- U.S. based support
- Primary and secondary engineer assigned to our account
- 15-minute response time for tickets
- System reporting
- Remote engineering diagnosis and repair

DISCUSSION While internal staff is well trained to provide immediate service and maintenance on the system, Sentinel provides higher-level service that goes beyond the daily break/fix, configurations or adds/moves/changes.

This contract provides service and support for the internal telephone system's licensing, operating system, voicemail, E911 and software updates, as well as expanding additional support for features such as Jabber (video conferencing).

FINANCIAL IMPACT

The contract cost of \$23,738.40 is \$5,265.60 below the 2022 budgeted amount of \$29,000.00.

RECOMMENDATION

Request authorization to renew a one-year contract for service and support of the Village's telephone, voicemail and E911 systems with Sentinel Technologies, Inc., Downers Grove, IL, in an amount not to exceed \$23,738.40.



APPENDIX A

Customer Name: Village of Hoffman Estates

Street Address: 1900 Hassell Road

City, State, Zip: Hoffman Estates, IL 60169

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Village of Hoffman Estates (Customer) with principal offices at 1900 Hassell Road, Hoffman Estates, IL 60169 is hereby appended to include the following:

Commencement Date 04/15/2022 Agreement No. 001 Addendum No. 039r1-MK

Hardware/Software only purchase of items listed in the Pricing Summary. No installation or professional services provided.

Pricing Summary

Flex Licensing

Solution Subscriptions - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.

	Terms & Price
EntW On-Premises Calling	
Initial Term	12 Months
Estimated Start Date	4/15/2022
Billing Model	Annual
Renewal Term	12 Months
Estimated Annual Price:	\$23,738.40
Initial Term Subscriptions Sub-Total:	<u>\$23,738.40</u>
Subscriptions Total	\$ 23,738.40

Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

	Extended Price
Solution Subscriptions	\$ 23,738.40
Project Total	\$ 23,738.40

*Quote is valid until 04/30/2022

Plus applicable tax, shipping & handling



EntW On-Premises Calling

EntW On-Premises Calling								
Description	Qty	Unit Price	Ext Price	Initial Term	Estimated Start Date	Billing Model	Renewal Term	
Collaboration Flex Plan 3.0	1	\$ -	\$ -	12 Months	4/15/2022	Annual	12 Months	
Basic Support for Flex Plan	1	\$ -	\$ -	12 Months	4/15/2022	Annual	12 Months	
EntW On-Premises Calling	360	\$ 65.94	\$ 23,738.40	12 Months	4/15/2022	Annual	12 Months	
Session Manager (1)	1	\$ -	\$ -	12 Months	4/15/2022	Annual	12 Months	
SRST Endpoints (1)	720	\$ -	\$ -	12 Months	4/15/2022	Annual	12 Months	
On-Premises Smart License - EA (1)	432	\$ -	\$ -	12 Months	4/15/2022	Annual	12 Months	
Access Smart License (1)	72	\$ -	\$ -	12 Months	4/15/2022	Annual	12 Months	
Common Area Smart License (1)	180	\$ -	\$ -	12 Months	4/15/2022	Annual	12 Months	
Unity Connection Smart License (1)	432	\$ -	\$ -	12 Months	4/15/2022	Annual	12 Months	
Emergency Responder Smart License (1)	1080	\$ -	\$ -	12 Months	4/15/2022	Annual	12 Months	
Expressway Product Authorization Key (1)	1	\$ -	\$ -	12 Months	4/15/2022	Annual	12 Months	
On-Premises & Partner Hosted Calling SW Bundle v12.5 (1)	1	\$ -	\$ -	12 Months	4/15/2022	Annual	12 Months	
Cloud Device Registration Entitlement	432	\$ -	\$ -	12 Months	4/15/2022	Annual	12 Months	
Messaging Entitlement	432	\$ -	\$ -	12 Months	4/15/2022	Annual	12 Months	
File Storage Entitlement	8640	\$ -	\$ -	12 Months	4/15/2022	Annual	12 Months	
Pro Pack for Cisco Control Hub Entitlement	432	\$ -	\$ -	12 Months	4/15/2022	Annual	12 Months	
Expressway Rich Media Session (1)	72	\$ -	\$ -	12 Months	4/15/2022	Annual	12 Months	
Estimated Annual Price:						\$23,738.40		
Initial Term Subscriptions Sub-Total:						\$23,738.40		

General Terms and Assumptions

- With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.
- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.



- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.
- Sentinel makes no guarantees with respect to this product's compliance with any local, state, or federal privacy laws, including, but not limited to, the Biometric Information Privacy Act (BIPA) and the California Consumer Privacy Act (CCPA), and Customer shall maintain all responsibility and bear all liability with regard to its compliance with such in relation to its use of this product. Customer shall indemnify and hold harmless Sentinel from any third party claims to arise out of any privacy violations with regard to this product.

Payment Terms

Hardware/Software: For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

All Invoices: Net 30

This quote is valid until 04 / 30 / 2022.

CUSTOMER:
Village of Hoffman Estates

Signature: _____

Printed Name: _____

Title: _____

Date: _____

P.O. #: _____

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT: Request authorization to purchase nine (9) semi-ruggedized laptop computers and accessories from CDS Office Technologies, Itasca, IL, for use in the Police Department patrol and response vehicles in an amount not to exceed \$39,170.

MEETING DATE: March 28, 2022

COMMITTEE: Finance Committee

FROM: Fred Besenhoffer, Director of Information Technology

PURPOSE: This request is for the continuation of the annual replacement program of the ruggedized laptop computers (Panasonic Toughbook) in the Police Department squad cars.

BACKGROUND: The 2021 budget contained funding to continue our replacement program, however, due to the global supply chain issue, product was unavailable from the manufacturer to ship by 12/31/2021.

Rather than lose the funds, staff requested that the amount originally budgeted in 2021 be carried over into 2022 to complete this purchase.

DISCUSSION: CDS Office Technologies is Panasonic's Platinum partner for the northern Illinois area and offers the lowest pricing on this specialized equipment. The replacement units are slimmer, lighter, more modular and offer a wider screen than the previous model. The units include a Gloved Multi Touch Screen, a 512 GB Solid State Hard drive, contactless smartcard reader and an integrated 4G LTE Multi Carrier cell device. The units are now also equipped with an upgraded 16GB of RAM and a "drop in" video card to meet the increased demands of the new CAD system and the enhanced cybersecurity controls the Village is deploying.

These units are sturdy enough to stand up to the rigorous demands of use in an emergency vehicle environment. They are configured specifically for Public Safety use and are not available through general retail channels. This request represents the replacement of nine (9) of the 35 units in the Police Department. These units are on

a four-year replacement cycle, which is consistent with the four-year warranties provided with each new unit.

FINANCIAL IMPACT: Staff requested that the 2021 budgeted amount of \$45,000 be carried over into 2022. Staff also acquired quotes from three vendors. Of the three quotes received, CDS Office Technologies submitted the lowest at \$39,170. This is \$5,830 below the amount carried over.

	CDS Office Technologies	CDW-G (Sourcewell)	Southern Computer Warehouse (SCW)
Panasonic Toughbook FZ 55	\$28,800.00	\$31,263.39	\$31,872.78
Extended Warranty, 1 year	\$2844.00	\$3221.91	\$2910.06
Contactless Smartcard xPAK for FZ-55 Mk1 Front expansion area	\$891.00	\$840.15	\$846.45
Dedicated Graphics Card	\$5355.00	\$5042.79	\$5007.51
Cell/GPS Antenna	\$1260.00	\$1347.93	\$1393.83
TOTAL	\$39,170.00	\$41,716.17	\$42,030.63

RECOMMENDATION: Request authorization to purchase nine (9) semi-ruggedized laptop computers and accessories from CDS Office Technologies, Itasca, IL, for use in the Police Department patrol and response vehicles in an amount not to exceed \$39,170.



CDS Office Technologies
 1271 HAMILTON PARKWAY
 Itasca, Illinois 60143
 United States
 (P) 630-625-4519
 (F) 630-305-9876

Quotation (Open)

Date
 Mar 10, 2022 02:43 PM CST

Modified Date
 Mar 12, 2022 08:36 AM CST

Quote #
 494219 - rev 1 of 1

Description
 9 x FZ-55FZ-14VM

SalesRep
 Gottlieb, Mark
 (P) 630-625-4519
 (F) 630-305-9876

Customer Contact
 Besenhoffer, Fred
 (P) 847-882-9100
 Fred.Besenhoffer@Hoffmanestates.org

Customer
 Hoffman Estates Police
 Department (21104)
 Besenhoffer, Fred
 411 W Higgins Rd
 Hoffman Estates, IL 60169
 United States
 (P) 847-781-2848

Bill To
 Village of Hoffman Estates
 Accounts, Payable
 1900 Hassell Rd.
 Hoffman Estates, IL 60169
 United States

Ship To
 Village of Hoffman Estates
 Fred Besenhoffer, Village Hall
 1900 Hassell Rd.
 Hoffman Estates, IL 60169
 United States
 (P) 847-882-9100
 Fred.Besenhoffer@Hoffmanestates.org

Customer PO:

Terms:
 Undefined

Ship Via:
 UPS Ground

Special Instructions:

Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
Toughbook FZ-55 Semi-Rugged					
1	Panasonic Toughbook FZ-55 - Public Sector Specific i7/4G/GPS Win10 Pro, Intel Core i7-1185G7 (up to 4.9GHz), vPro, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), GPS, Dual Pass (Ch1:GPS/Ch2:WWAN), Infrared Webcam Note: - Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCADDPRM12B - 1 Year Absolute Resilience Panasonic Warranty Bundle SKU Only, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVCPDEP3Y - 3 Year Premier Deployment	FZ-55FZ-14VM	9	\$3,200.00	\$28,800.00
2	Panasonic Public Sector Service Package Extended service agreement - parts and labor - 1 year (4th year) - must be purchased in conjunction with PS bundle base unit	CF-SVCPDPSY4	9	\$316.00	\$2,844.00
xPAK Options					
3	Contactless Smartcard xPAK for FZ-55 Mk1 Front expansion area	FZ-VNF551W	9	\$99.00	\$891.00
4	Dedicated AMD Graphics xPAK for FZ-55 Universal Bay expansion area	FZ-VGT551W	9	\$595.00	\$5,355.00
Antennas					
5	Antenna Plus - MultiMax FV Cell/GPS Antenna Black - TNC Connectors - Threaded Bolt Mount	AP-MMF-CG-Q-S11-BL	9	\$140.00	\$1,260.00
				Subtotal:	\$39,150.00
				Tax (.0000%):	\$0.00
				Shipping:	\$20.00
				Total:	\$39,170.00

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.

QUOTE CONFIRMATION



DEAR FRED BESENHOFFER,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MQWV325	3/10/2022	MQWV325	0334905	\$41,716.17

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Toughbook 55 - 14" - Core i7 1185G7 - 16 GB RAM - 512 GB SSD - 4G Mfg. Part#: FZ-55FZ-14VM Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	9	6700711	\$3,473.71	\$31,263.39
Panasonic Public Sector Service Package - extended service agreement - 1 yr Mfg. Part#: CF-SVCPSY4 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	9	4225632	\$357.99	\$3,221.91
Panasonic FZ-55 Contactless SmartCard Reader xPAK Mfg. Part#: FZ-VNF551W UNSPSC: 43211702 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	9	5730429	\$93.35	\$840.15
Panasonic FZ-VGT551W - graphics card - Radeon Pro WX 4150 Mfg. Part#: FZ-VGT551W UNSPSC: 43201401 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	9	5770549	\$560.31	\$5,042.79
Panasonic 2-in-1 Single Cell LTE GNSS Shark Fin Antenna - Black Mfg. Part#: AI-2CLSFB1 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	9	6105017	\$149.77	\$1,347.93

PURCHASER BILLING INFO Billing Address: VILLAGE OF HOFFMAN ESTATES FINANCE DEPARTMENT 1900 HASSELL RD HOFFMAN ESTATES, IL 60169-6302 Phone: (847) 882-9100 Payment Terms: NET 30-VERBAL	SUBTOTAL	\$41,716.17
	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$41,716.17
DELIVER TO Shipping Address: VILLAGE OF HOFFMAN ESTATES FINANCE DEPARTMENT 1900 HASSELL RD HOFFMAN ESTATES, IL 60169-6302 Phone: (847) 882-9100 Shipping Method: DROP SHIP-GROUND	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Jacob George

(866) 682-3510

jacogeo@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$41,716.17	\$1,128.42/Month	\$41,716.17	\$1,300.29/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Southern Computer Warehouse
 1395 S. Marietta Parkway
 Building 300
 Marietta, Georgia 30067
 United States
<http://www.scw.com>
 (P) 877-GOTOSCW
 (F) 770.579.8937

Cart ()
Date
 Mar 11, 2022 05:37 PM EST
Modified Date
 Mar 11, 2022 05:31 PM EST
Cart #
 Cart
Description
 None
SalesRep
 Storesite, Legacy
 (P) 877-468-6729
Customer Contact

Customer

Bill To

Ship To

Ship Via:
 GROUND

Special Instructions:
 N/A

Carrier Account #:
 N/A

#	Description	Part #	Qty	Unit Price
1	Panasonic - Panasonic Toughbook 55 Rugged - 180-degree hinch design - Core i7 1185G7 / 3 GHz - Win 10 Pro 64-bit - Iris Xe Graphics - 16 GB RAM - 512 GB SSD NVMe - 14" IPS touchscreen 1920 x 1080 (Full HD) - Wi-Fi 6 - 4G LTE - with No Return of Defective Drive / Absolute Resilience / Protec	FZ-55FZ-14VM	9	\$3,541.42
2	Panasonic - Panasonic Public Sector Service Package Extended service agreement - parts and labor - 1 year (4th year) - must be purchased in conjunction with PS bundle base unit	CF-SVCPSY4	9	\$323.34
3	Panasonic - Panasonic FZ-VNF551W SMART card reader - for Toughbook 55	FZ-VNF551W	9	\$94.05
4	Panasonic - Panasonic FZ-VGT551W Graphics card - Radeon Pro WX 4150 - for Toughbook 55	FZ-VGT551W	9	\$556.39
5	Panasonic - 2-IN-1 SGL CELL LTE GNSS SHARK IP67 BLK	AI-2CLSFB	9	\$154.87
			Subtotal:	\$42,030.63
			Shipping:	\$0.00
			Total:	\$42,030.63

Disclaimer

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced.

All prices are subject to change without notice. Supply subject to availability.

COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT: Request authorization to waive formal bidding and purchase two (2) Dell™ Unity 480 XT Hybrid Storage Solutions and one (1) Dell™ DD6400 network backup appliance from Dell Solutions in an amount not to exceed \$157,612.47.

MEETING DATE: March 28, 2022

COMMITTEE: Finance Committee

FROM: Fred Besenhoffer, Director of Information Technology

PURPOSE: Replacement of two network storage devices and one backup appliance to support the Village's Information Technology (IT) infrastructure.

BACKGROUND The Village's two current Server Attached Network (SAN) storage devices were purchased and installed in 2016 and are now beyond their warranty and storage capacity. The replacement equipment provides a number of significant benefits, including additional storage capacity, better disk utilization and better data compression.

The addition of the backup appliance will greatly reduce backup times, provide for additional disaster recovery and reduce the need for a backup server.

DISCUSSION The objective in acquiring a pair of replacement SANs is to provide the Village with a centralized storage environment that lowers the total cost of both physical and virtual server data storage in a high-speed, shared storage environment. A number of factors were taken into consideration when selecting this new equipment, including flexible storage capacity and performance, robust fault tolerance, intuitive administration, and compatibility with existing virtualization technologies from Microsoft and VMware. Additionally, increased storage capacity is required due to a number of factors, including video and digital retention as well as replication. Based on these factors, staff recommends the purchase of two (2) Dell™ Unity 480 XT Hybrid Storage Solutions.

Deployment of the new SANs would mirror that of the current SANs, with one device housed in the data center located in the Village Hall and the other located in the data center at the Police Department. Both new SANs would be configured to automatically replicate data across the network in real time, as well as being configured for "failover" in the event of a critical failure to one of the devices.

The addition of the Dell EMC PowerProtect DD6400 backup appliance will reduce overall backup times, reduce the storage requirements for the backup server and increase redundancy by adding a third physical location for housing backup data.

In addition to the two SANs and the backup appliance, this purchase includes five years of 24-hour “mission critical” support. It also includes Professional Services to configure both SANs and the backup appliance as well as to migrate existing data to the new platform.

IT Department staff worked with the Village’s Dell Solutions representative to identify potential solutions for both the SANs and the backup appliance and to configure them according to staff’s specifications. Dell Solutions also provided a quote directly from the manufacturer without the need to go through a third-party provider like CDW-G or SHI (thereby avoiding the third-party mark-up).

FINANCIAL IMPACT

\$200,000 is included in the 2022 budget for this replacement. This purchase is \$42,387.53 under that budgeted amount.

RECOMMENDATION

Request authorization to waive formal bidding and purchase two (2) Dell™ Unity 480 XT Hybrid Storage Solutions and one (1) Dell™ DD6400 network backup appliance from Dell Solutions in an amount not to exceed \$157,612.47.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000114860460.1	Sales Rep	CHELSEA ARENCIBIA
Total	\$157,612.47	Phone	(800) 456-3355, 18009993355
Customer #	1183168	Email	Chelsea_Arencibia@Dell.Com
Quoted On	Mar. 14, 2022	Billing To	FRED BESENHOFFER
Expires by	Apr. 13, 2022		VILLAGE OF HOFFMAN ESTATES
Contract Name	Dell Standard Terms and Conditions		1900 HASSELL RD
Contract Code	C000000006563		HOFFMAN ESTATES, IL 60169-6308
Customer Agreement #	Dell Standard Terms and Conditions		
Solution ID	15780172.1		
Deal ID	23438622		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
CHELSEA ARENCIBIA

Shipping Group 1 of 2

Shipping To	Shipping Method	Install At
FRED BESENHOFFER VILLAGE OF HOFFMAN ESTATES 1900 HASSELL RD VILLAGE HALL HOFFMAN ESTATES, IL 60195 (847) 882-9100	Standard Delivery	FRED BESENHOFFER VILLAGE OF HOFFMAN ESTATES 1900 HASSELL RD VILLAGE HALL HOFFMAN ESTATES, IL 60195 (847) 882-9100

Solution Name:

Hoffman Estates Power Protect Data Domain

Product	Unit Price	Quantity	Subtotal
PowerProtect DD6400 - AMER	\$51,621.34	1	\$51,621.34

Additional DAEs - AMER

\$9,433.15

1

\$9,433.15

Shipping Group 2 of 2

Shipping To

FRED BESENHOFFER
VILLAGE OF HOFFMAN ESTATES
1900 HASSELL RD
VILLAGE HALL
HOFFMAN ESTATES, IL 60195
(847) 882-9100

Shipping Method

Standard Delivery

Install At

FRED BESENHOFFER
VILLAGE OF HOFFMAN ESTATES
1900 HASSELL RD
VILLAGE HALL
HOFFMAN ESTATES, IL 60195
(847) 882-9100

Solution Name:

Hoffman Estates Unity 480

C2G 10ft Cat6a Snagless Shielded (STP) Network Patch Ethernet Cable Aqua - patch cable - 10 ft - aqua	\$15.29	8	\$122.32
Unity 480 Hybrid DPE DS - AMER	\$29,102.45	2	\$58,204.90
Unity 15x3.5 Hybrid DAE DS - AMER	\$15,567.19	2	\$31,134.38
Unity 15x3.5 Hybrid DAE DS - AMER	\$3,548.19	2	\$7,096.38
AppSync Basic - Hybrid DS - AMER	\$0.00	2	\$0.00

Subtotal:	\$157,612.47
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$157,612.47
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total: \$157,612.47

Shipping Group 1 of 2, Details

Shipping To

FRED BESENHOFFER
VILLAGE OF HOFFMAN ESTATES
1900 HASSELL RD
VILLAGE HALL
HOFFMAN ESTATES, IL 60195
(847) 882-9100

Shipping Method

Standard Delivery

Install At

FRED BESENHOFFER
VILLAGE OF HOFFMAN ESTATES
1900 HASSELL RD
VILLAGE HALL
HOFFMAN ESTATES, IL 60195
(847) 882-9100

Solution Name:

Hoffman Estates Power Protect Data
Domain

	Quantity	Subtotal
PowerProtect DD6400 - AMER	1	\$51,621.34
Estimated delivery if purchased today: May. 27, 2022 Contract # C000000006563 Customer Agreement # Dell Standard Terms and Conditions		

Description	SKU	Unit Price	Quantity	Subtotal
Controller DD6400 NFS CIFS	210-BCFX	-	1	-
SYSTEM DD6400 PSNT	321-BHJM	-	1	-
Informational Purposes Only	800-BBQV	-	1	-
Dell Hardware Limited Warranty Initial Year	868-5558	-	1	-
ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 1 Year	868-5573	-	1	-
ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 4 Years Extended	868-5577	-	1	-
ProSupport Mission Critical 7x24 Technical Support and Assistance 5 Years	868-5584	-	1	-
Dell Hardware Limited Warranty Plus On Site Service Extended Year	955-9041	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
DD OS 7.7X=IA	619-ARIH	-	1	-
DD 10GBASE-T IO MODULE 4PORT NDC INTEL	492-BDES	-	1	-
DD6400 1.92TB Internal Cache SSD	400-BMSJ	-	1	-
DD6400 Field Install Kit	750-ADOJ	-	1	-
LICENSE BASE DD OE=IA	149-BBKF	-	1	-
5 Years ProSupport Mission Critical Operating Env Sftwr Spt-Maint	868-5994	-	1	-
5 Years ProSupport Mission Critical Capacity Bundle 1TB Raw Sftwr Spt-Contract	868-5960	-	1	-
5 Years ProSupport Mission Critical DD Cloud Tier Sftwr Spt-Contract	868-5964	-	1	-
ProDeploy Plus No Charge Training 500	812-4037	-	1	-
Prodeploy Plus for PowerProtect Data Domain 6XXX 9XXX	827-4637	-	1	-
Prodeploy Plus for PowerProtect Data Domain 6XXX 9XXX Deployment Verification	827-4638	-	1	-
ISG Product (info)	379-BDPD	-	1	-
Informational Purposes Only	800-BBQV	-	64	-

DD 10GBASE-T ENET 4PT INTEL	492-BDEU	-	2	-
DD6400 Capacity License Bundle 1TBu=CC	149-BBKE	-	64	-
5 Years ProSupport Mission Critical Capacity Bundle 1TB Raw Sftwr Spt-Maint	868-6010	-	64	-
DD6400 Cloud Tier 1TB =CC	151-BBRH	-	208	-
5 Years ProSupport Mission Critical DD Cloud Tier Sftwr Spt-Maint	868-5953	-	208	-

	Quantity	Subtotal
\$9,433.15	1	\$9,433.15

Additional DAEs - AMER

Estimated delivery if purchased today:
Apr. 01, 2022
Contract # C000000006563
Customer Agreement # Dell Standard Terms and Conditions

Description	SKU	Unit Price	Quantity	Subtotal
ES40 SHELF 12G 15X8TB SAS Field DD6400	210-BCGF	-	1	-
Dell Hardware Limited Warranty Initial Year	868-8965	-	1	-
ProSupport Mission Critical 4-Hour 7X24 Onsite Service with Emergency Dispatch 1 Year	868-8980	-	1	-
ProSupport Mission Critical 4-Hour 7X24 Onsite Service with Emergency Dispatch 4 Years Extended	868-8984	-	1	-
ProSupport Mission Critical 7X24 Technical Support and Assistance 5 Years	868-8991	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit /www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
ISG Product (Info)	379-BDPD	-	1	-
Informational Purposes Only	800-BBQV	-	64	-
DD 3M SAS HD FLEX	470-ADZE	-	1	-
Prodeploy Plus for FSXX ESXX	827-5822	-	1	-
Prodeploy Plus for FSXX ESXX Deployment Verification	827-5823	-	1	-

Subtotal:	\$61,054.49
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$61,054.49

Shipping Group 2 of 2, Details

Shipping To	Shipping Method	Install At
FRED BESENHOFFER VILLAGE OF HOFFMAN ESTATES 1900 HASSELL RD VILLAGE HALL HOFFMAN ESTATES, IL 60195 (847) 882-9100	Standard Delivery	FRED BESENHOFFER VILLAGE OF HOFFMAN ESTATES 1900 HASSELL RD VILLAGE HALL HOFFMAN ESTATES, IL 60195 (847) 882-9100

Solution Name:
Hoffman Estates Unity 480

Quantity	Subtotal
-----------------	-----------------

**C2G 10ft Cat6a Snagless Shielded (STP) Network Patch Ethernet
Cable Aqua - patch cable - 10 ft - aqua**

\$15.29 8 \$122.32

Estimated delivery if purchased today:
Apr. 04, 2022
Contract # C000000006563
Customer Agreement # Dell Standard Terms and Conditions

Description	SKU	Unit Price	Quantity	Subtotal
C2G 10ft Cat6a Snagless Shielded (STP) Network Patch Ethernet Cable Aqua - patch cable - 10 ft - aqua	A7293785	-	8	-
			Quantity	Subtotal
			2	\$29,102.45
				\$58,204.90

Unity 480 Hybrid DPE DS - AMER

Estimated delivery if purchased today:
Apr. 15, 2022
Contract # C000000006563
Customer Agreement # Dell Standard Terms and Conditions

Description	SKU	Unit Price	Quantity	Subtotal
Unity 480 DPE 25 x 2.5 Dell FLD RCK LL	210-ASNN	-	2	-
File Level Retention=IC	528-CNRZ	-	2	-
Unity iSCSI=IC	528-CNSB	-	2	-
Unity NFS=IC	528-CNSC	-	2	-
File System Events Publishing=IC	528-CNSD	-	2	-
Unity D@RE=IC	528-CNSE	-	2	-
Unity VASA/vVols=IC	528-CNSF	-	2	-
Unity FAST Cache=IC	528-CNSG	-	2	-
Unity Replication=IC	528-CNSH	-	2	-
Unity Quality of service=IC	528-CNSI	-	2	-
Unity ESA Adapter=IC	528-CNSJ	-	2	-
Inline Compression=IC	528-CNSK	-	2	-
Unity EMC Proactive Assist=IC	528-CNSL	-	2	-
Cloud Tiering	528-CNSM	-	2	-
Unity Local Copies	528-CNSN	-	2	-
Unity Fibre Channel=IC	528-CNSO	-	2	-
Unity FAST VP=IC	528-CNSP	-	2	-
Unity Antivirus=IC	528-CNSQ	-	2	-
Unity Unisphere Central=IC	528-CNSR	-	2	-
Operating System V4.0=IC	528-CNSS	-	2	-
Unity CIFS=IC	528-CNST	-	2	-
Unity Thin provisioning=IC	528-CNSU	-	2	-
Unity Unisphere=IC	528-CNSV	-	2	-
IP Multi-Tenancy=IC	528-CNSW	-	2	-
Unity SYSPACK 4X600GB 10K SAS 25X2.5	400-BGCO	-	2	-
Unity 2X4 Port Card 10GBaseT	406-BBNL	-	2	-
Unity DPE Install Kit	343-BBMN	-	2	-
ISG Product (info)	379-BDPD	-	2	-
US Order	332-1286	-	2	-
Dell Hardware Limited Warranty Initial Year	826-6813	-	2	-

ProSupport: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1 Year	826-6822	-	2	-
ProSupport: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 4 Years Extended	826-6825	-	2	-
ProSupport Mission Critical 7x24 HW Tech Support and Assistance 5 Years	826-6829	-	2	-
Dell Hardware Limited Warranty Plus On Site Service Extended Year	955-9041	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	2	-
ProSupport Mission Critical, Software Support Maintenance 5 Years	826-9748	-	2	-
ProDeploy Plus No Charge Training 800	812-4019	-	2	-
Prodeploy Plus for Unity X80 DPE Hybrid and All Flash	825-0160	-	2	-
Prodeploy Plus for Unity X80 DPE Hybrid and All Flash Deployment Verification	825-0161	-	2	-
Unity 400GB FAST CACHE 25X2.5 SSD	400-BFXP	-	6	-
Unity 600GB 10K SAS 25X2.5 DRIVE	400-BFXS	-	4	-
UNITY 2X4 PORT IO 10GBE OPT	565-BBIF	-	2	-
C19 Power Cord Pair NEMA5-15P plugs 2Mtr	450-AIKY	-	2	-
ProSupport: Mission Critical 4-Hour 7x24 On-Site Hard Disk Drive Add-On, 5 Years	826-9503	-	12	-
ProSupport: Mission Critical 4-Hour 7x24 On-Site Low Capacity SSD Add-On, 5 Years	826-9545	-	6	-

		Quantity	Subtotal
	\$15,567.19	2	\$31,134.38

Unity 15x3.5 Hybrid DAE DS - AMER

Estimated delivery if purchased today:
Apr. 01, 2022
Contract # C000000006563
Customer Agreement # Dell Standard Terms and Conditions

Description	SKU	Unit Price	Quantity	Subtotal
Unity 3U 15x3.5 DAE FLD RCK	210-ASLH	-	2	-
Informational Purposes Only	800-BBQV	-	2	-
ISG Product (info)	379-BDPD	-	2	-
Dell Hardware Limited Warranty Initial Year	826-8168	-	2	-
ProSupport: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1 Year	826-8177	-	2	-
ProSupport: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 4 Years Extended	826-8180	-	2	-
ProSupport Mission Critical 7x24 HW Tech Support and Assistance 5 Years	826-8184	-	2	-
Dell Hardware Limited Warranty Plus On Site Service Extended Year	955-9041	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	2	-
Prodeploy Plus for Dell EMC Unity Deployment Unity 15 25 Drive DAE	825-0265	-	2	-
Prodeploy Plus for Dell EMC Unity 15 25 Drive DAE Deployment Verification	825-0266	-	2	-
US Order	332-1286	-	2	-
D4 4TB NLSAS 15X3.5 DRIVE	400-BFVU	-	30	-

ProSupport: Mission Critical 4-Hour 7x24 On-Site Hard Disk Drive Add-On, 5 Years

826-9503

- 30

-

Unity 15x3.5 Hybrid DAE DS - AMER

Estimated delivery if purchased today:

Apr. 01, 2022

Contract # C000000006563

Customer Agreement # Dell Standard Terms and Conditions

Quantity Subtotal
\$3,548.19 2 \$7,096.38

Description	SKU	Unit Price	Quantity	Subtotal
Unity 3U 15x3.5 DAE FLD RCK	210-ASLH	-	2	-
Informational Purposes Only	800-BBQV	-	2	-
ISG Product (info)	379-BDPD	-	2	-
Dell Hardware Limited Warranty Initial Year	826-8168	-	2	-
ProSupport: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1 Year	826-8177	-	2	-
ProSupport: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 4 Years Extended	826-8180	-	2	-
ProSupport Mission Critical 7x24 HW Tech Support and Assistance 5 Years	826-8184	-	2	-
Dell Hardware Limited Warranty Plus On Site Service Extended Year	955-9041	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	2	-
Prodeploy Plus for Dell EMC Unity Deployment Unity 15 25 Drive DAE	825-0265	-	2	-
Prodeploy Plus for Dell EMC Unity 15 25 Drive DAE Deployment Verification	825-0266	-	2	-
US Order	332-1286	-	2	-
D4 4TB NLSAS 15X3.5 DRIVE	400-BFVU	-	4	-
ProSupport: Mission Critical 4-Hour 7x24 On-Site Hard Disk Drive Add-On, 5 Years	826-9503	-	4	-

Quantity Subtotal
\$0.00 2 \$0.00

AppSync Basic - Hybrid DS - AMER

Estimated delivery if purchased today:

Mar. 31, 2022

Contract # C000000006563

Customer Agreement # Dell Standard Terms and Conditions

Description	SKU	Unit Price	Quantity	Subtotal
AppSync Unity Hybrid	210-ASOF	-	2	-
AppSync Bsc for Unity 400/480=IC	656-BEIX	-	2	-
On-Site Installation Declined	900-9997	-	2	-
ProSupport Mission Critical, AppSync, Hybrid, Basic, Software Support/Maintenance 5 Years	827-0393	-	2	-
Storage Software Info	626-BBBG	-	2	-
Thank you for Your Order	929-3709	-	2	-
Thank you for Your Order	935-6720	-	2	-

Subtotal: \$96,557.98
Shipping: \$0.00
Environmental Fee: \$0.00
Estimated Tax: \$0.00

Total: \$96,557.98

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Index	Page
System Cabinet Layout	1
General Information	1
System Tier Information	1
Pool Configuration	2
Power Information	2
I/O Configuration	2
Software Suites	3
Additional Information	3

Cabinet 1



General Information

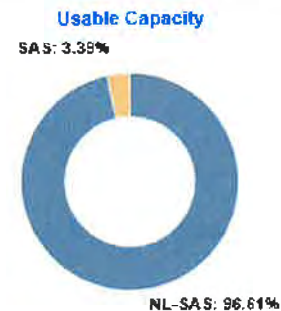
Model Number	Unity XT 480	Usable Capacity	44.49 TB
Raw Capacity	65.12 TB	Total Drive Count	26
Unit Count	8 U	Workload	80% Read - 20% Write
iOPS	1188	Capacity Utilization	NA
Block Size	8K	Configuration Type	New Solution

System Tier Information

Flash	Count	Spares	SAS	Count	Spares	NL-SAS	Count	Spares
			600GB 10K	5	1	4TB 7.2K	16	1
Total	0			6			17	
Usable Capacity	0.00 TB			1.51 TB			42.98 TB	

Fast Cache

Drive Type	400GB FLASH
Count	2
Hot Spare Count	1
Form Factor	2.5
Total	3



Pool Configuration

Pool1

Tier	Form Factor	Drive Type	RAID Type	Drive Count	Usable Capacity	IOPS
SAS	2.5	600GB 10K	RAID 5 (4+1)	5	1.51 TB	468
NL-SAS	3.5	4TB 7.2K	RAID 6 (6+2)	16	42.98 TB	720
Total				21	44.49 TB	1188

Power Information

Power Summary

Power Consumption	0.92 kVA
Region	United States
Input Voltage	V~208
Phases	Single Phase
Site Circuit Breaker	30
Peak Inrush Current	85 A

Environmental

Operating Temp	Below 26C
Heat Dissipation	2700 Btu/Hr
Sound Pressure	57 db
Sound Power	7.4 bels
Weight	582 lbs
Dimensions	24 in Width x 41.33 in Depth x 75 in Height
Clearance	42 in Front x 36 in Rear x 18 in Top

Energy Cost

Annual Energy Cost	\$ 2086
GHG Emissions	7.81 tonnes/yr
Currency	Dollar \$
PUE	2
Emission Factor	1238.39 lb/MWh
Local Utility Rate	0.15 \$/Kw-hr

I/O Configuration

Mezz Card	4 x 10GbE BaseT
Additional I/O - Slot 1	4 x 10GbE Opt

Software Suites

Unity Hybrid Base Software

- Unisphere Suite
- File, Block, VVols
- Snapshots
- Encryption
- Anti-virus
- Native Replication
- FAST Cache & FAST VP

Additional Information

System Drive Tier	Performance	Date Created	1 Mar 2022
System Drives Used For Data	Yes	Midrange Sizer Version	8.6
Raw Percentage of Flash	0 %	Reserved NVMe Slots	No
Operating System Version	Unity 5.1	Total Spares	3

Legal Disclaimer

Dell EMC provides Midrange Sizer as a tool to help estimate, size and analyze storage capacity and IOPS requirements for Unity, SC Series and PowerVault array. Midrange Sizer is provided solely for estimating storage sizing. Results are based on ordering requirements and best practices of product capabilities and limitations. Midrange Sizer uses a set of sizing assumptions along with provided inputs which may cause results to vary greatly due to many specific factors such as the environment setup/infrastructure, use-case and workload.

Midrange Sizer's output is not a guarantee that a storage array will meet all actual data storage sizing requirements or any expected savings.

Please carefully read all of the terms of this disclaimer. By viewing and utilizing Midrange Sizer, you acknowledge that you have read, understand and agree to this disclaimer.

* TB/GB label represents capacity in base-2 i.e. 1TB = 1024*1024*1024*1024 bytes

* True effective capacity and usable capacity are reported which is calculated after all spare space is accounted for



Hoffman Estates

ILLINOIS

Data Center Executive Proposal:

Storage- Unity 480 XT (x2)



Backup- PowerProtect DD6400





SERVER & STORAGE EXECUTIVE SUMMARY

Business Benefits

Greater Simplicity

- Architecture allows IT to flexibly scale on demand
- Simplified HTML5 interface allows for seamless upgrades and day to day management

Reduced Risk

- Eliminate probability of hardware failure
- Reduced Risk of downtime and data loss due to unavailability

Higher Efficiency

- Consolidated maintenance with clear price for 3 years
- 2.5x greater storage efficiency with Inline Dedup and Compression

Project Outcomes:

- **UNITY XT** is designed to leverage next-gen innovations such as **end-to-end NVMe** and **Intel Optane Storage Class Memory (SCM)**
- **Intelligence and Automation** helps eliminate complexity, allowing up to 99% less management interaction

Business | Operational Outcomes

- **7x more IOPs** and **3x lower latency** for real-world workloads compared to previous generations of Dell midrange storage

Why Unity XT?

MORE FIREPOWER

- True Active/Active processors
- Dual-Socket Procs, up to 64 Cores
- 25GbE Connectivity Available

UNIFIED SOLUTION

- Block and File data
- 2U form factor

MORE FILE POWER

- 256TBu Scalable File System
- File Level Retention

SMART COPY DATA MANAGEMENT

- AppSync support
- Application integration for iCDM

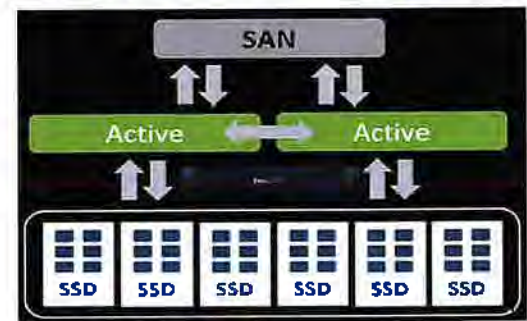
DYNAMIC POOLS

- Simple Software RAID protection
- Enables single-drive Scaling

SECURE

- D@RE – Controller based
- DoD Approved Product List

Unity XT 480 Hybrid



- ✓ Multiple technologies supporting Dell EMC 4:1 Efficiency Guarantee
- ✓ Unified: Data reduction applicable to both file and block

- ✓ Inline: Data reduction in memory before being written to flash
- ✓ Simple: Single on/off setting – enable per LUN/filesystem



UNISPHERE

CENTRALIZED MANAGEMENT





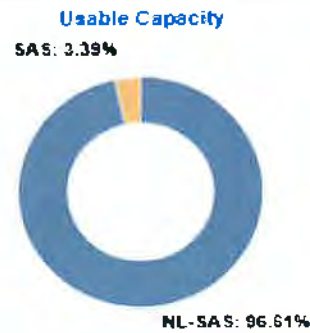
Unity XT 480H, 44.49 TBU



Model Number	Unity XT 480
Raw Capacity	65.12 TB
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IOPS	1188
Block Size	8K

Usable Capacity	44.49 TB
Total Drive Count	26
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Configuration Type	New Solution

Fast Cache	
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Hot Spare Count	1
Form Factor	2.5
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System Tier Information

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			600GB 10K	5	1	4TB 7.2K	16	1
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Pool Configuration

Pool1

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NL-SAS	3.5	4TB 7.2K	RAID 6 (6+2)	16	42.98 TB	720
Total				21	44.49 TB	1188

I/O Configuration

Mezz Card	4 x 10GbE BaseT
Additional I/O - Slot 1	4 x 10GbE Opt

Backup- PowerProtect DD6400

	Year 1	Year 2
Predicted Reduction:	21,66.1 (95.42%)	17,69.1 (94.85%)
Data Domain Model:	DD6900-10G	DD6900-10G
OS Code Version:	7.6	7.6
System Count:	1	1
Required Capacity for Licensing:	24 TB	48 TB
Results Driven by:	Storage	Storage
Slowest Protocol:	DD Boost-DSP (Unix)	DD Boost-DSP (Unix)
Total Capacity Required:	17.68 TB	25.72 TB
Required Write Throughput:	7,027.78 Mbit/sec	7,730.56 Mbit/sec

	Year 3	Year 4	Year 5
Predicted Reduction:	15,34.1 (93.48%)	13,84.1 (92.77%)	12,80.1 (92.19%)
Data Domain Model:	DD6900-10G	DD6900-10G	DD6900-10G
OS Code Version:	7.6	7.6	7.6
System Count:	1	1	1
Required Capacity for Licensing:	48 TB	48 TB	72 TB
Results Driven by:	Storage	Storage	Storage
Slowest Protocol:	DD Boost-DSP (Unix)	DD Boost-DSP (Unix)	DD Boost-DSP (Unix)
Total Capacity Required:	34.55 TB	44.28 TB	54.97 TB
Required Write Throughput:	8,503.61 Mbit/sec	9,353.97 Mbit/sec	10,289.37 Mbit/sec



Financial Justification –

Investment Summary – Unity 480 XT (x2)	
Dell EMC List Price	\$ 220,843.12
Dell EMC Standard Customer Discount	\$ (110,791.59)
Mid Range Storage Promo Q1 (Exp 4.1.22)	\$ (26,501.17)
Total Discounts	\$ (137,292.76)
Solution Total	\$ 83,550.36

*Price does not include shipping or tax

Timeline	
Order Date (PO)	4/01/2022
Current Manufacturing Lead Time	3 weeks
Shipping	2 weeks
Scheduling	1 week
Installation	1 week
Implementation	1 week
Data Migration / Balancing	2 weeks
Total Timeline (projected)	10 weeks
GO LIVE DATE:	6/3/2021



Hoffman Estates
ILLINOIS

FUTURE-PROOF

LOYALTY PROGRAM

SATISFACTION GUARANTEES

Provides peace of mind based on product specifications

INVESTMENT PROTECTION

Lower risk of investments to optimize financial resources

TIMELESS TECHNOLOGY

Enables IT infrastructure to seamlessly move forward into the future

PROGRAM OFFERS



DellEMC.com/Future-Proof



HOFFMAN ESTATES

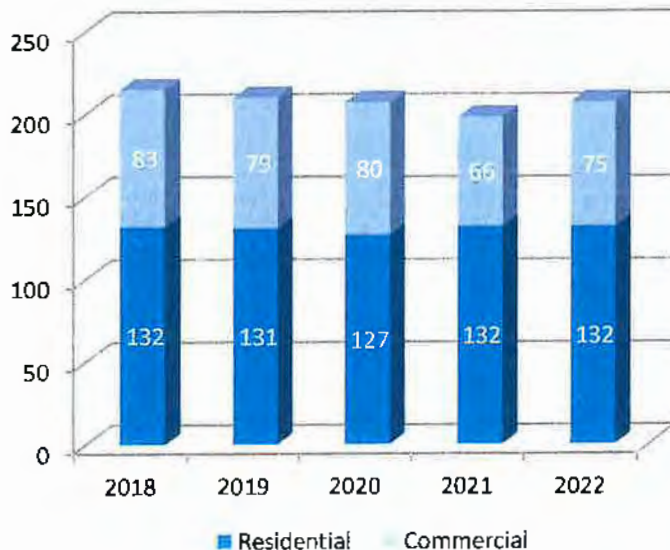
GROWING TO GREATNESS

DEPARTMENT OF FINANCE MONTHLY REPORT FEBRUARY 2022

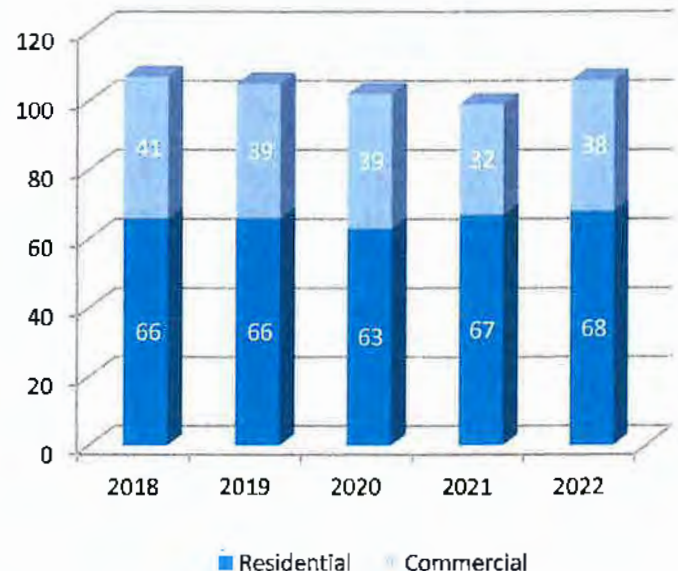
Water Billing

A total of 14,821 residential water bills were mailed on February 1st for December's water consumption. Average consumption was 4,599 gallons, resulting in an average residential water bill of \$68.66. Total consumption for all customers was 106 million gallons, with 68 million gallons attributable to residential consumption. When compared to the February 2021 billing, residential consumption increased by 1.5%.

**Total Water Consumption
Year-To-Date Comparison
Month of February**

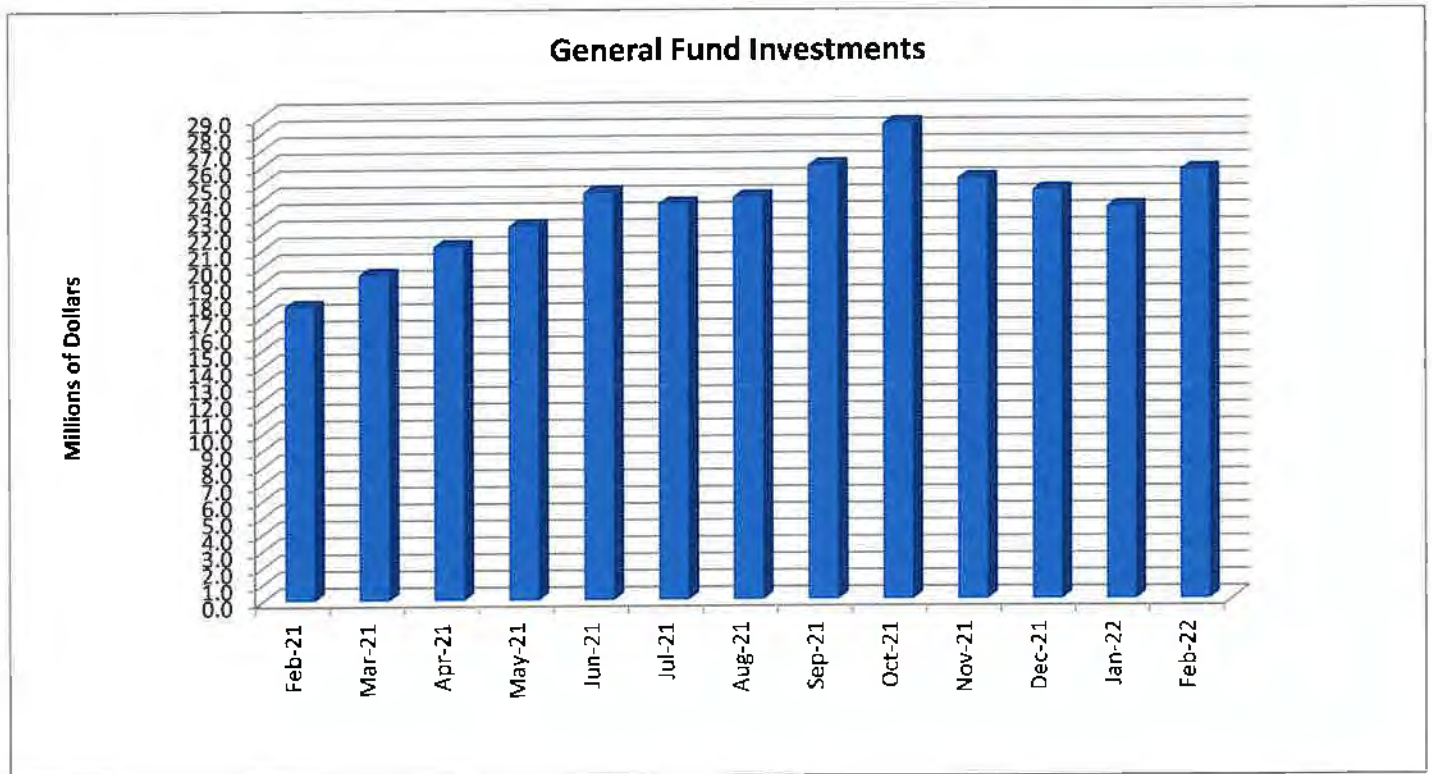
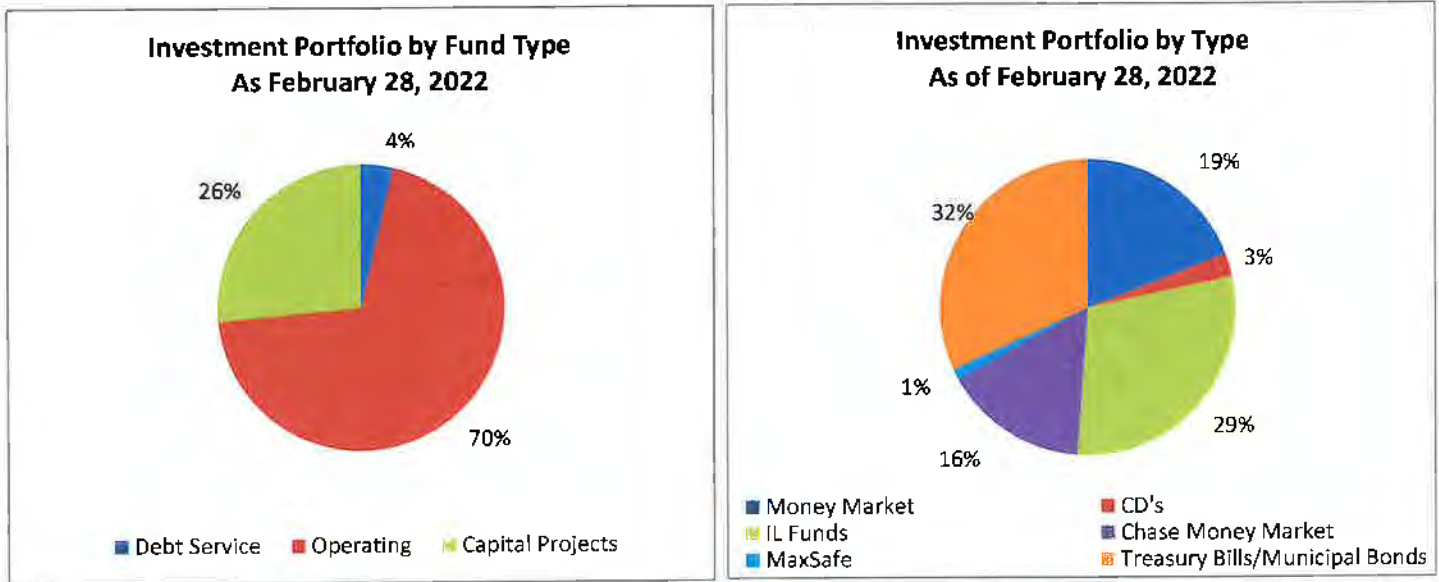


**Total Water Consumption
Month of February**



Village Investments

As of February 28, 2022, the Village's investment portfolio (not including pension trust funds) totaled \$58.6 million. Of this amount, \$41 million pertained to the various operating funds. As can be seen in the following graphs, the remaining \$17.6 million is related to debt service and capital projects funds.



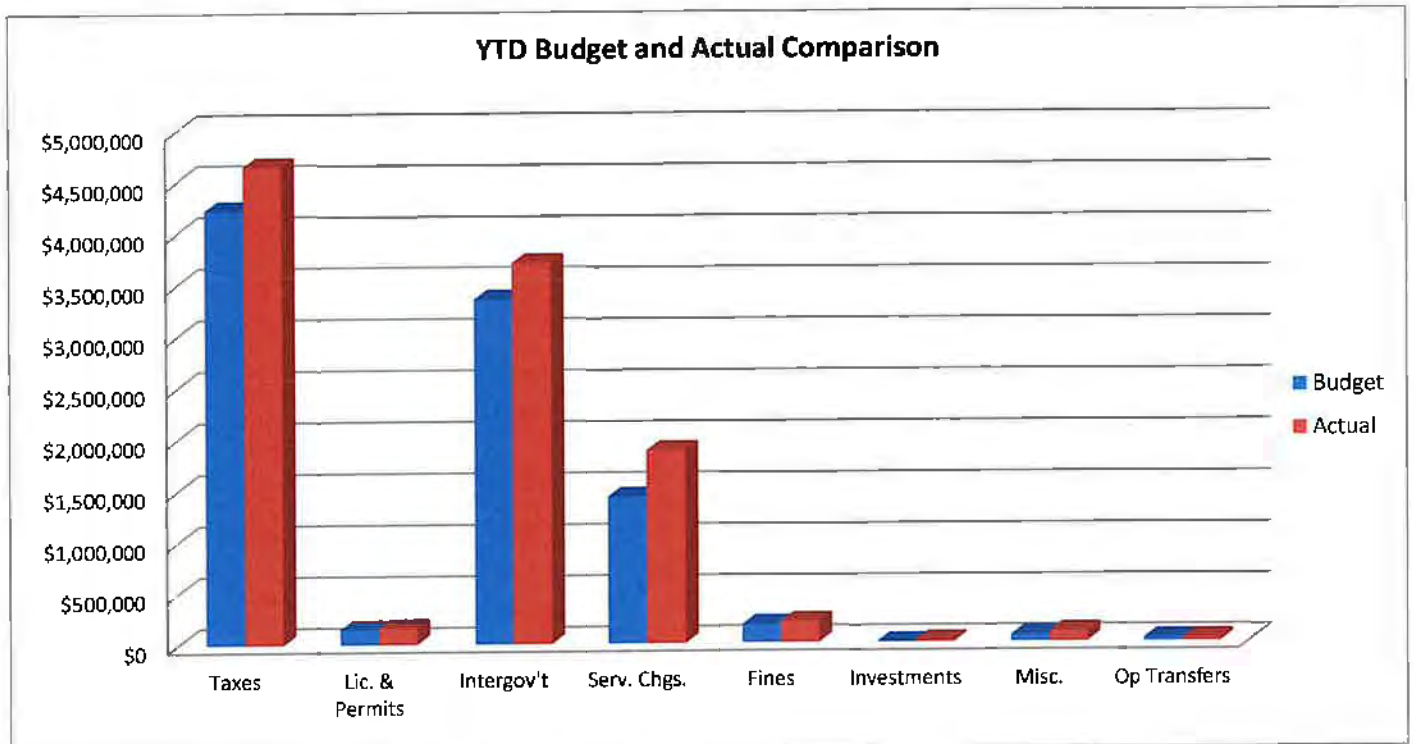
Operating Funds

General Fund

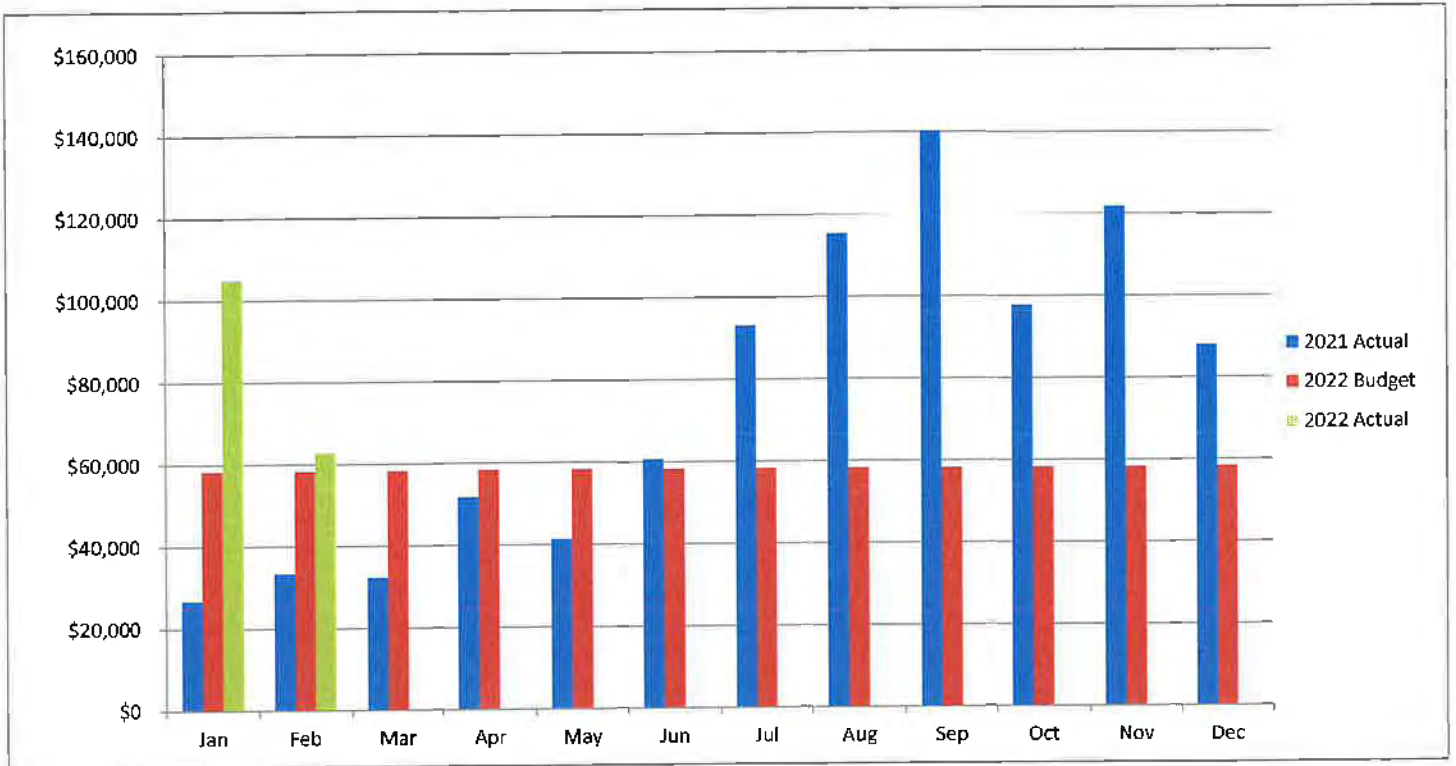
For the month of February, General Fund revenues totaled \$7,079,484 and expenditures totaled \$5,407,584 resulting in a surplus of \$1,671,900.

Revenues: February year-to-date figures are detailed in the table below. Taxes are over budget due to increased Home Rule Sales Tax received. Intergovernmental is over budget due to increased State Income Tax received. Charges for Services are over budget due to supplemental payments received for the Ground Emergency Medical Transport (GEMT) program. Fines and Forfeits are over budget due to receipts from the red light camera revenue. Investment income is over budget due to higher interest rates being realized. Most miscellaneous revenues are not received on a monthly basis.

REVENUES	YEAR-TO-DATE		VARIANCE
	BUDGET	ACTUAL	
Taxes	\$ 4,223,555	\$ 4,646,085	10.0%
Licenses & Permits	151,450	163,142	7.7%
Intergovernmental	3,351,248	3,701,843	10.5%
Charges for Services	1,430,990	1,878,176	31.3%
Fines & Forfeits	177,667	205,935	15.9%
Investments	3,333	19,044	471.3%
Miscellaneous	66,083	103,250	56.2%
Operating Transfers	34,167	33,319	-2.5%
TOTAL	\$ 9,438,493	\$ 10,750,791	13.9%

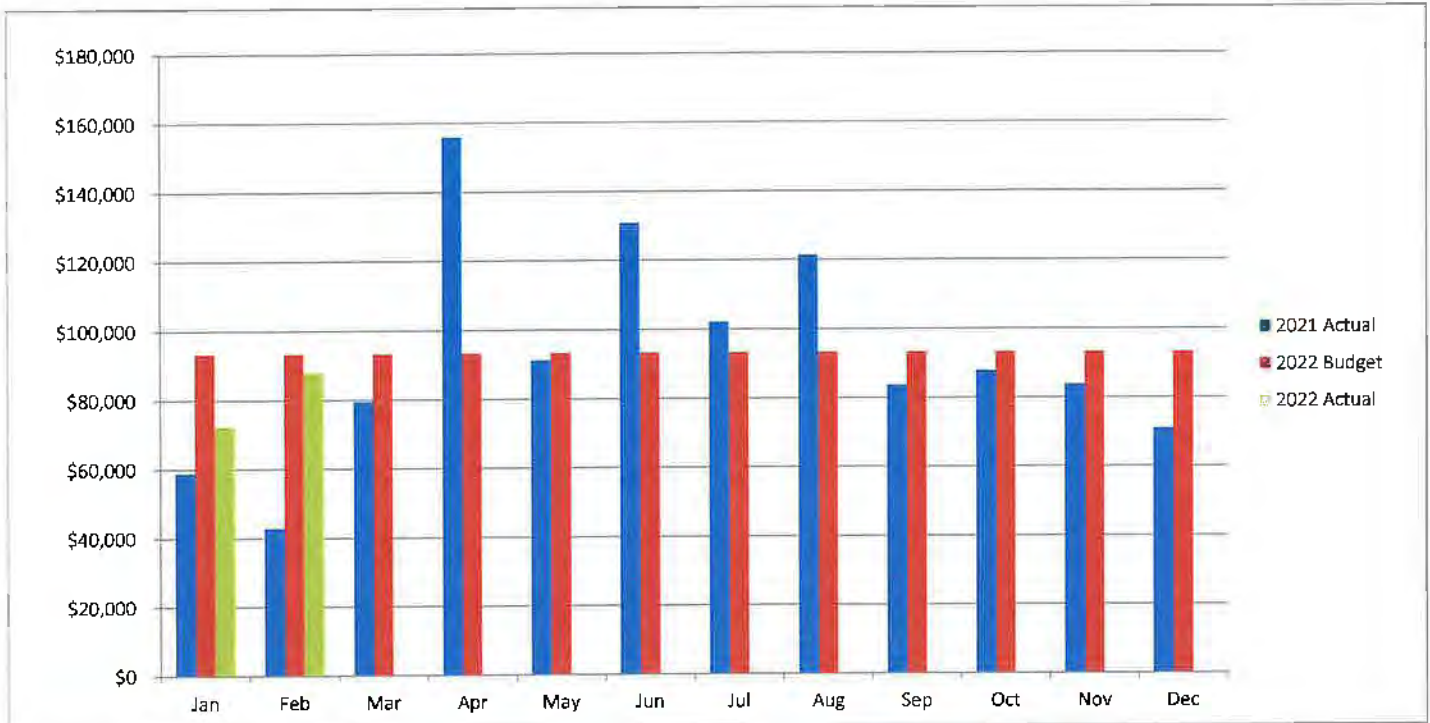


Hotel Tax



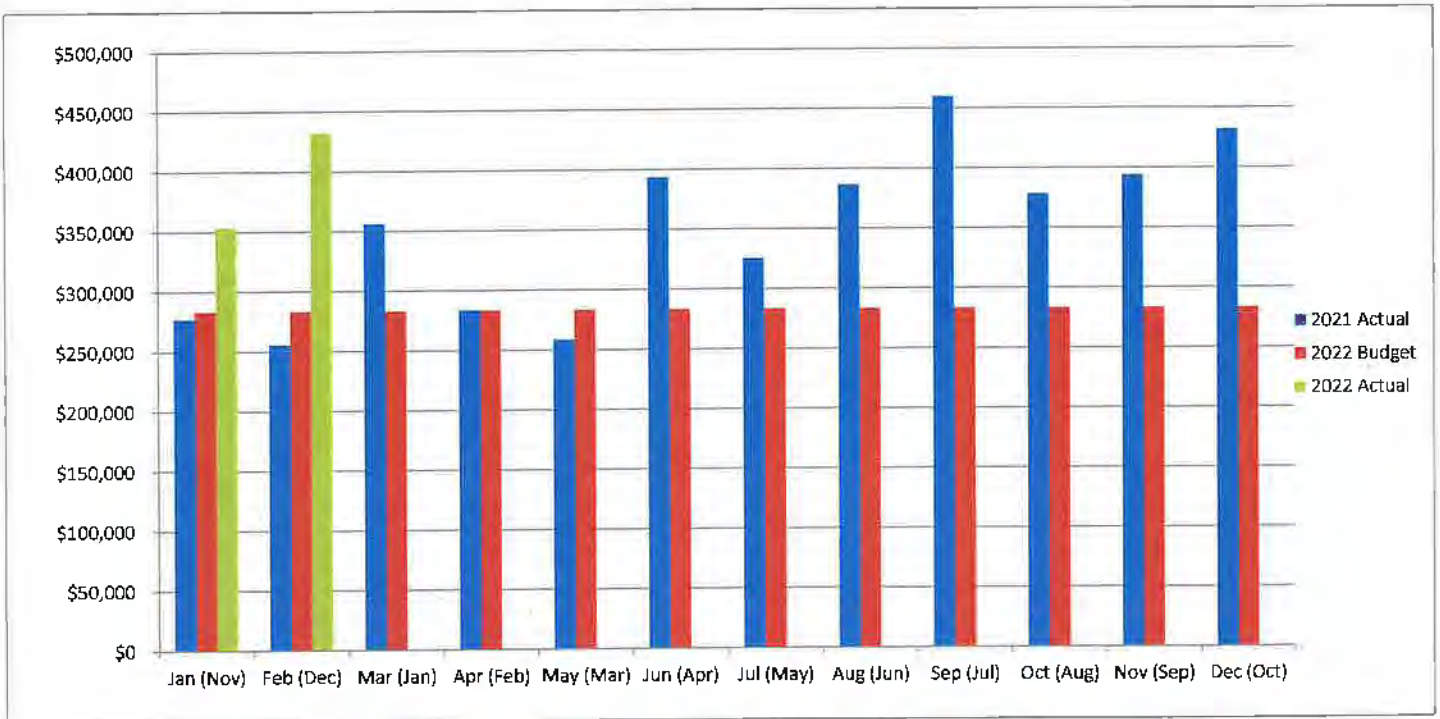
<u>Month Received</u>	<u>2021 Actual</u>	<u>2022 Budget</u>	<u>2022 Actual</u>	<u>Cumulative Variance 2022 Actual vs. Budget</u>
Jan	\$ 26,728	\$ 58,333	\$ 104,998	\$ 46,665
Feb	33,429	58,333	62,771	51,102
Mar	32,353	58,333		
Apr	51,759	58,333		
May	41,456	58,333		
Jun	60,723	58,333		
Jul	93,149	58,333		
Aug	115,304	58,333		
Sep	140,288	58,333		
Oct	97,794	58,333		
Nov	121,776	58,333		
Dec	87,879	58,333		
YTD Totals	<u>\$ 902,638</u>	<u>\$ 700,000</u>	<u>\$ 167,769</u>	

Real Estate Transfer Tax



<u>Month Received</u>	<u>2021 Actual</u>	<u>2022 Budget</u>	<u>2022 Actual</u>	<u>Cumulative Variance 2022 Actual vs. Budget</u>
Jan	\$ 58,874	\$ 93,333	\$ 72,308	\$ (21,025)
Feb	42,869	93,333	87,858	(26,501)
Mar	79,495	93,333		
Apr	155,943	93,333		
May	91,208	93,333		
Jun	130,918	93,333		
Jul	102,084	93,333		
Aug	121,433	93,333		
Sep	83,592	93,333		
Oct	87,820	93,333		
Nov	83,818	93,333		
Dec	71,060	93,333		
YTD Totals	<u>\$ 1,109,114</u>	<u>\$ 1,120,000</u>	<u>\$ 160,166</u>	

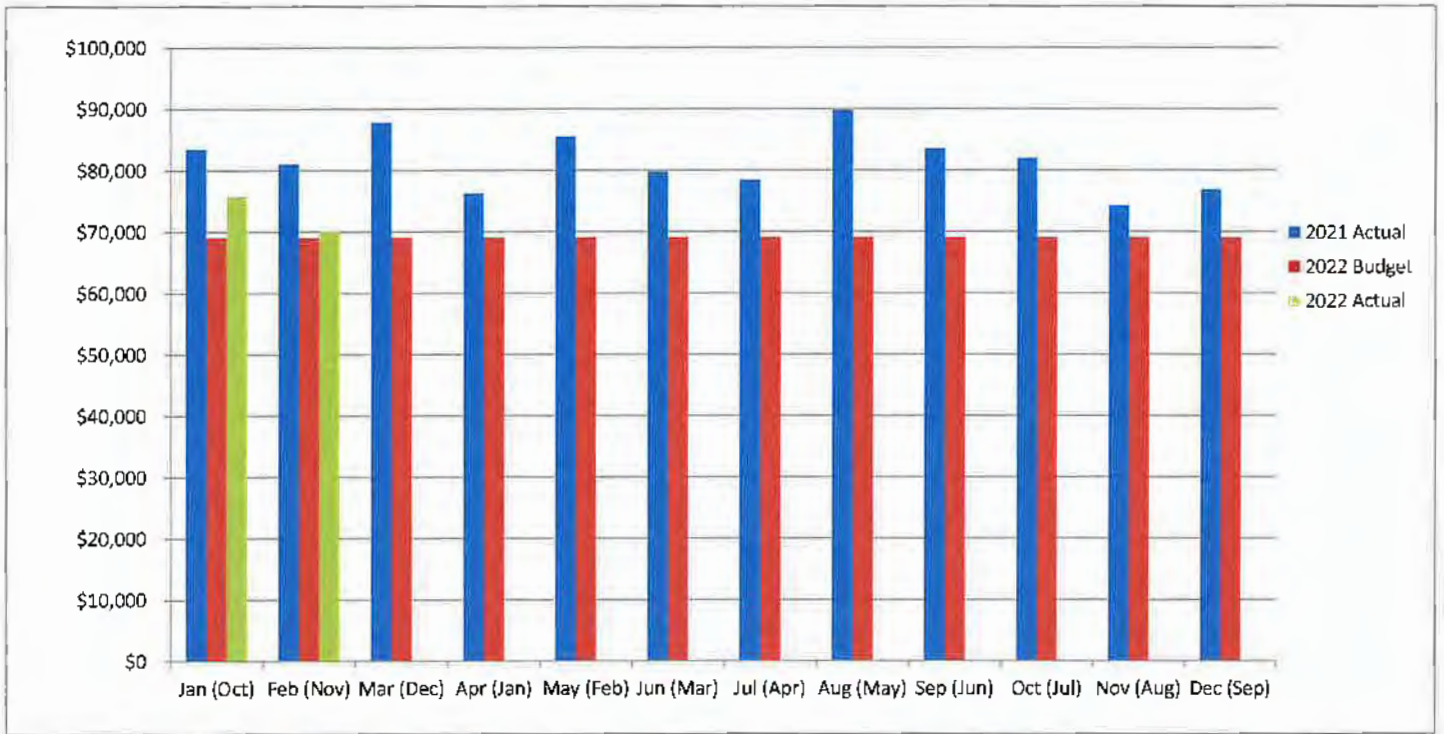
Home Rule Sales Tax



**Month Received
(Liability Period)**

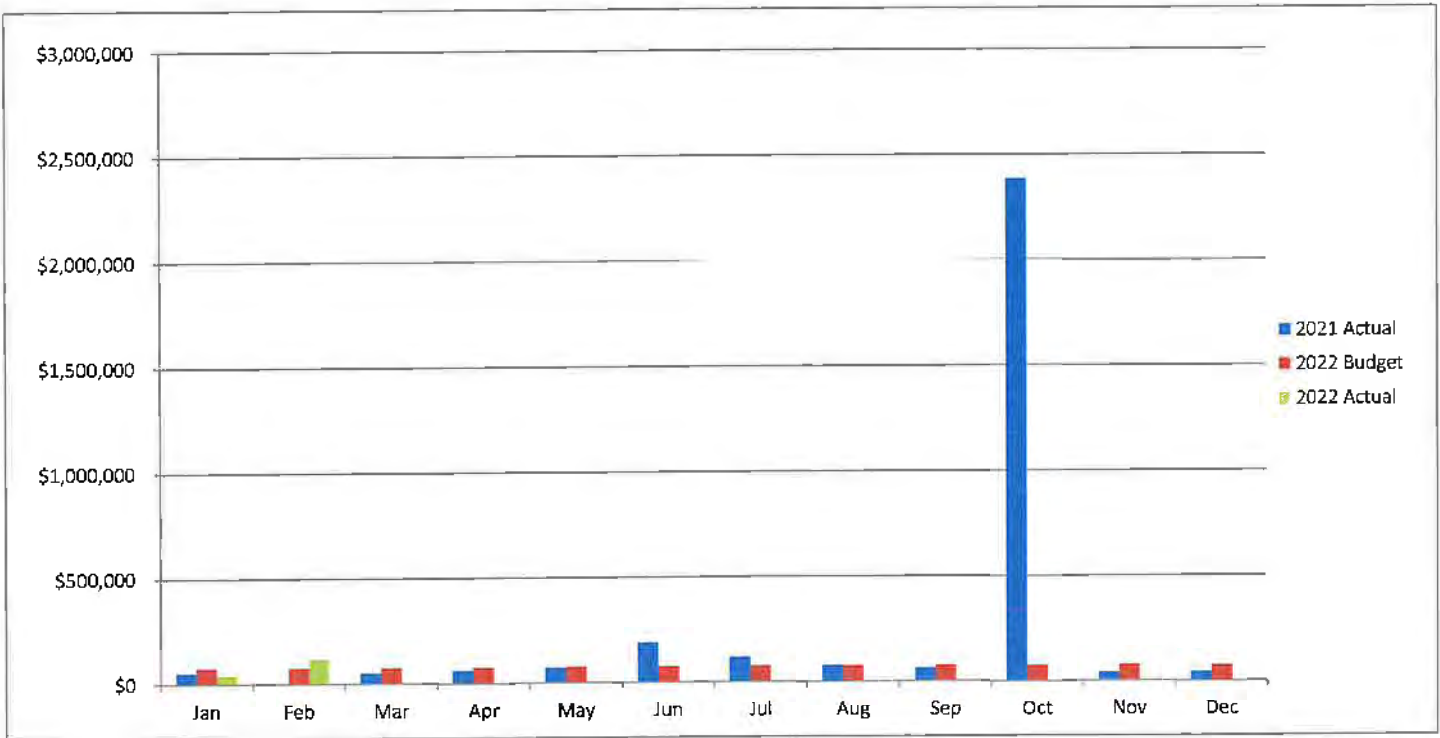
	<u>2021 Actual</u>	<u>2022 Budget</u>	<u>2022 Actual</u>	Cumulative Variance 2022 Actual vs. Budget
Jan (Nov)	\$ 277,151	\$ 283,333	\$ 353,582	\$ 70,249
Feb (Dec)	255,823	283,333	432,182	219,097
Mar (Jan)	356,150	283,333		
Apr (Feb)	283,885	283,333		
May (Mar)	258,679	283,333		
Jun (Apr)	393,672	283,333		
Jul (May)	325,491	283,333		
Aug (Jun)	386,591	283,333		
Sep (Jul)	459,956	283,333		
Oct (Aug)	378,438	283,333		
Nov (Sep)	393,756	283,333		
Dec (Oct)	432,164	283,333		
YTD Totals	<u>\$ 4,201,755</u>	<u>\$ 3,400,000</u>	<u>\$ 785,764</u>	

Telecommunications Tax



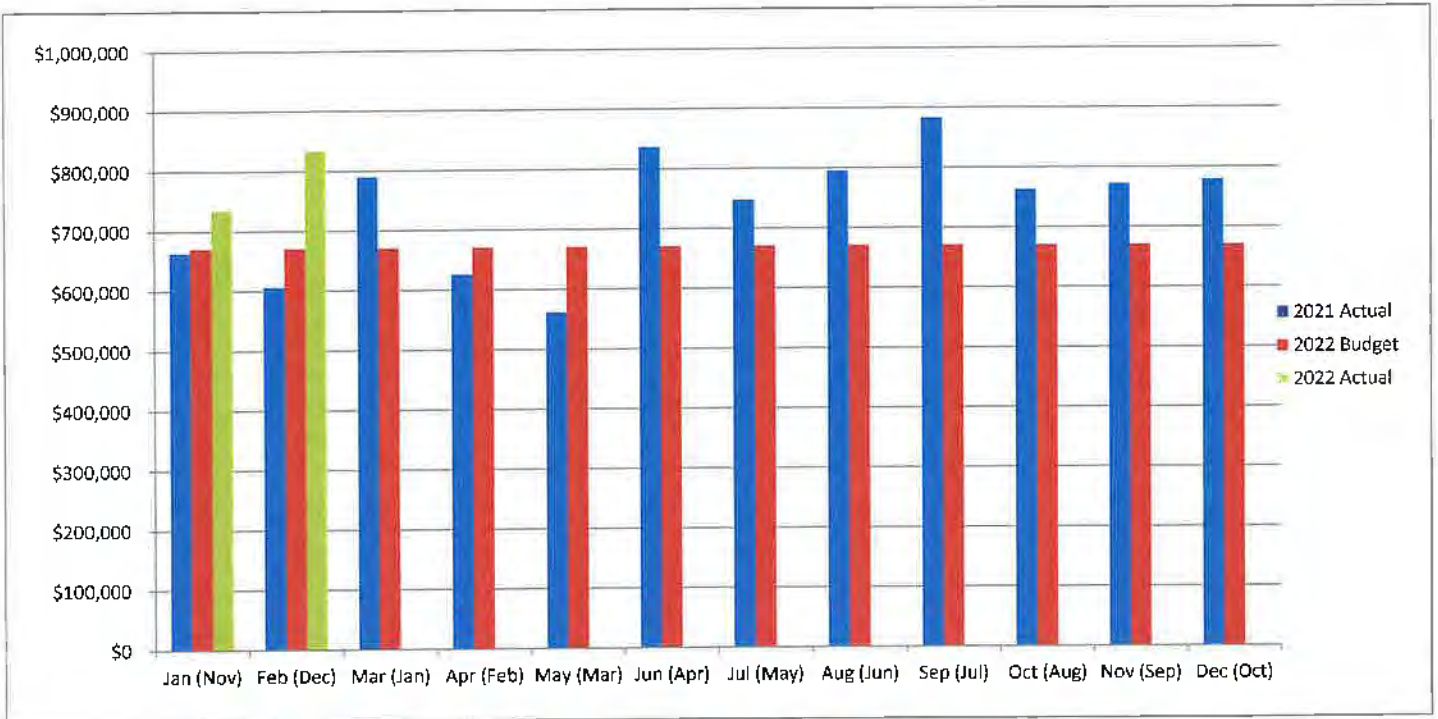
Month Received (Liability Period)	2021 Actual	2022 Budget	2022 Actual	Cumulative Variance 2022 Actual vs. Budget
Jan (Oct)	\$ 83,469	\$ 69,063	\$ 75,843	\$ 6,781
Feb (Nov)	81,074	69,063	70,137	7,855
Mar (Dec)	87,837	69,063		
Apr (Jan)	76,255	69,063		
May (Feb)	85,550	69,063		
Jun (Mar)	79,812	69,063		
Jul (Apr)	78,425	69,063		
Aug (May)	89,827	69,063		
Sep (Jun)	83,494	69,063		
Oct (Jul)	81,979	69,063		
Nov (Aug)	74,255	69,063		
Dec (Sep)	76,904	69,063		
YTD Totals	\$ 978,880	\$ 828,750	\$ 145,980	

Building Permits



<u>Month Received</u>	<u>2021 Actual</u>	<u>2022 Budget</u>	<u>2022 Actual</u>	<u>Cumulative Variance 2022 Actual vs. Budget</u>
Jan	\$ 51,733	\$ 75,000	\$ 39,197	\$ (35,803)
Feb	3,842	75,000	117,640	6,837
Mar	50,114	75,000		
Apr	81,384	75,000		
May	69,400	75,000		
Jun	187,474	75,000		
Jul	116,332	75,000		
Aug	75,393	75,000		
Sep	61,073	75,000		
Oct	2,381,339	75,000		
Nov	38,116	75,000		
Dec	43,724	75,000		
YTD Totals	<u>\$ 3,139,925</u>	<u>\$ 900,000</u>	<u>\$ 156,837</u>	

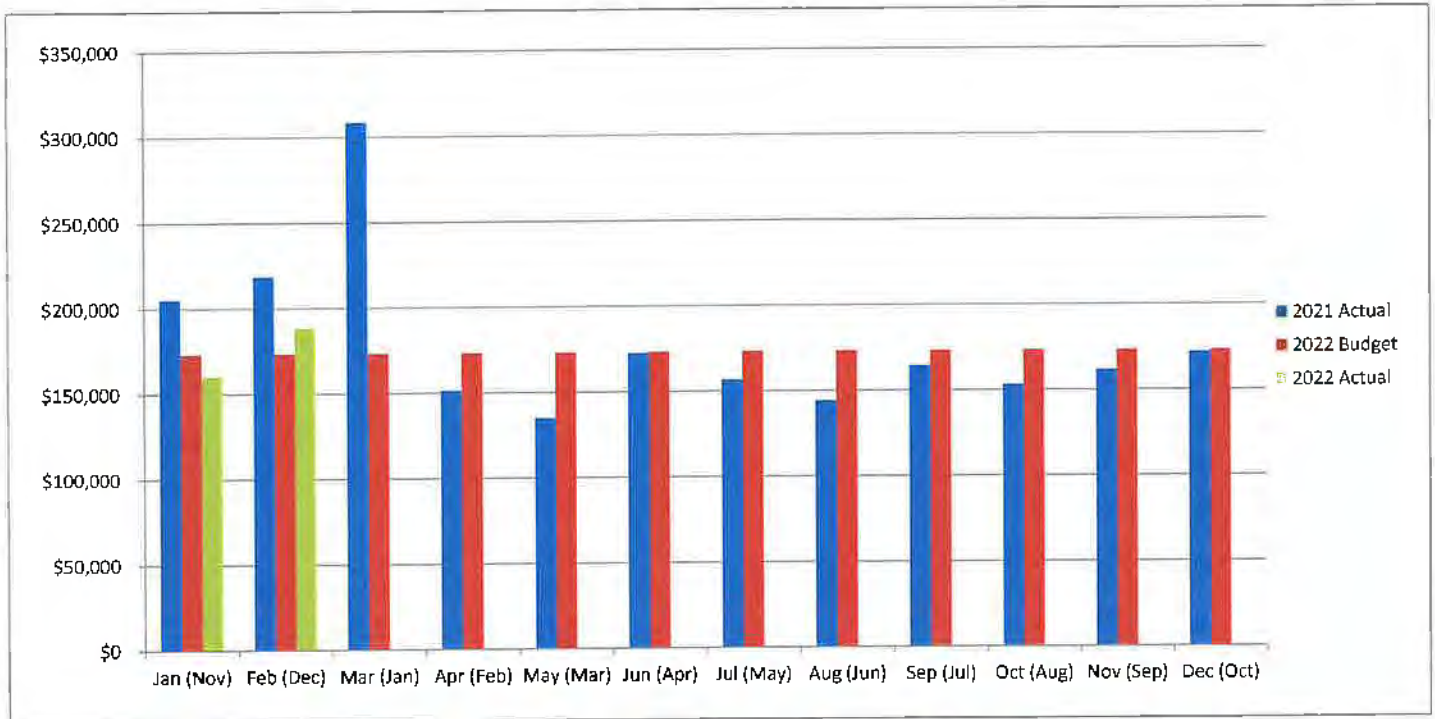
State Sales Tax



**Month Received
(Liability Period)**

	<u>2021 Actual</u>	<u>2022 Budget</u>	<u>2022 Actual</u>	Cumulative Variance 2022 Actual vs. Budget
Jan (Nov)	\$ 664,123	\$ 670,833	\$ 734,819	\$ 63,986
Feb (Dec)	606,338	670,833	833,416	226,568
Mar (Jan)	789,650	670,833		
Apr (Feb)	625,960	670,833		
May (Mar)	561,998	670,833		
Jun (Apr)	836,399	670,833		
Jul (May)	747,727	670,833		
Aug (Jun)	795,690	670,833		
Sep (Jul)	882,995	670,833		
Oct (Aug)	762,898	670,833		
Nov (Sep)	772,275	670,833		
Dec (Oct)	779,126	670,833		
YTD Totals	<u>\$ 8,825,176</u>	<u>\$ 8,050,000</u>	<u>\$ 1,568,235</u>	

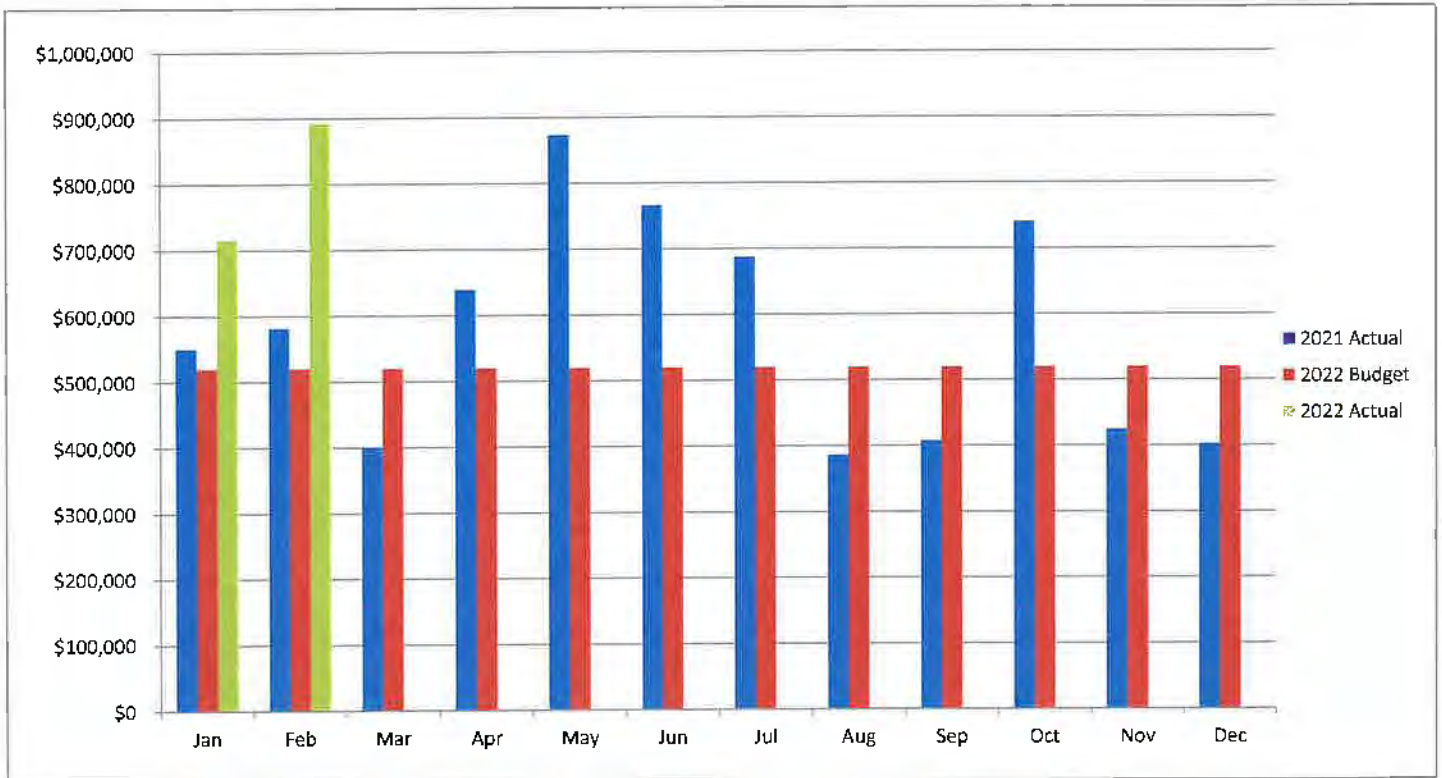
Local Use Tax



**Month Received
(Liability Period)**

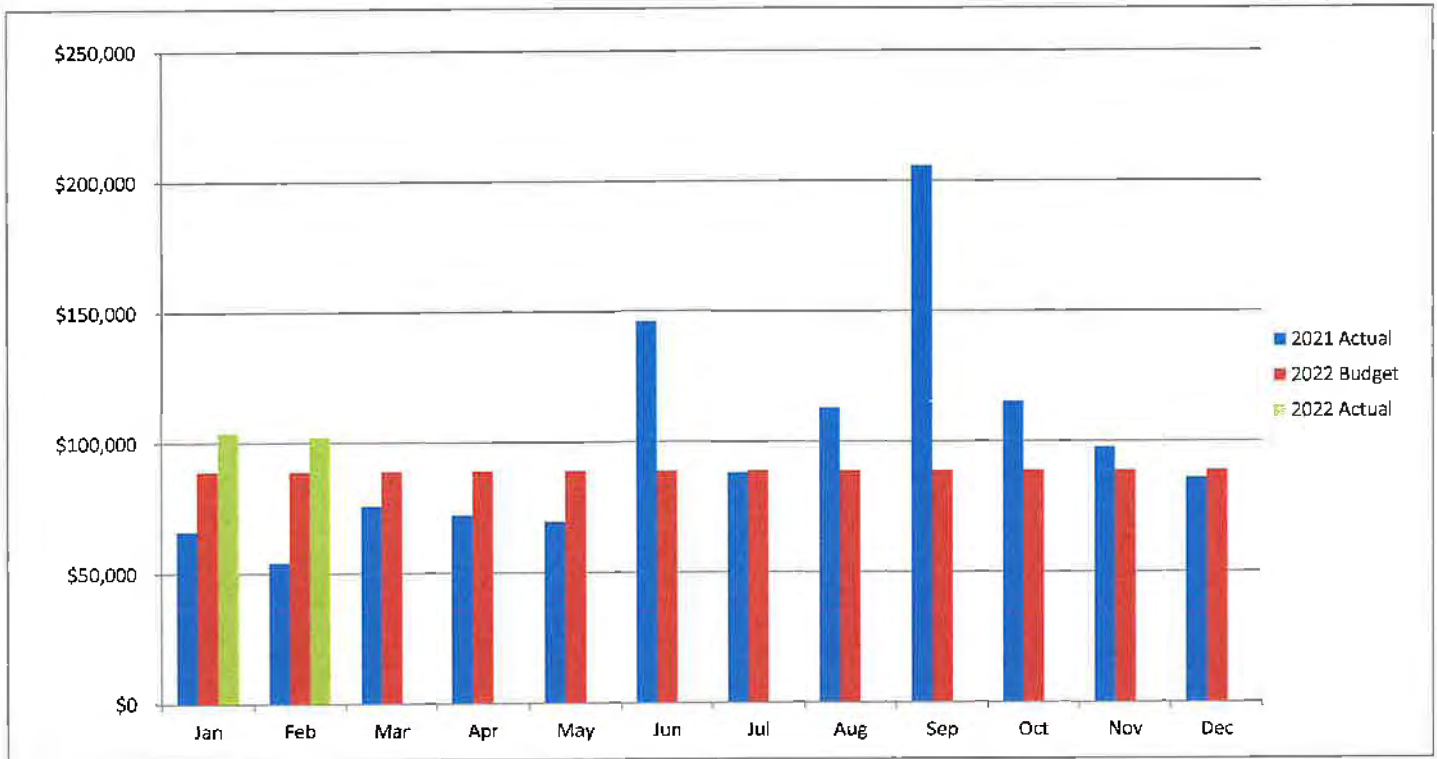
	<u>2021 Actual</u>	<u>2022 Budget</u>	<u>2022 Actual</u>	Cumulative Variance 2022 Actual vs. Budget
Jan (Nov)	\$ 205,303	\$ 173,333	\$ 160,453	\$ (12,880)
Feb (Dec)	218,776	173,333	188,500	2,286
Mar (Jan)	308,720	173,333		
Apr (Feb)	151,360	173,333		
May (Mar)	134,964	173,333		
Jun (Apr)	172,542	173,333		
Jul (May)	156,763	173,333		
Aug (Jun)	144,290	173,333		
Sep (Jul)	164,455	173,333		
Oct (Aug)	153,153	173,333		
Nov (Sep)	161,665	173,333		
Dec (Oct)	172,088	173,333		
YTD Totals	<u>\$ 2,144,076</u>	<u>\$ 2,080,000</u>	<u>\$ 348,953</u>	

Income Tax



2020-2021			2021-2022			Cumulative Variance 2022 Actual vs. Budget	
Month Received	Liab Pd	2021 Actual	Month Received	2022 Budget	Liab Pd		2022 Actual
Jan	Dec-20	\$ 550,235	Jan	\$ 520,000	Dec-21	\$ 715,733	\$ 195,733
Feb	Jan-21	581,723	Feb	520,000	Jan-22	892,453	568,186
Mar	Feb-21	400,920	Mar	520,000	Feb-22		
Apr	Mar-21	639,264	Apr	520,000	Mar-22		
May	Apr-21	873,242	May	520,000	Apr-22		
Jun	May-21	766,180	Jun	520,000	May-22		
Jul	Jun-21	687,333	Jul	520,000	Jun-22		
Aug	Jul-21	385,948	Aug	520,000	Jul-22		
Sep	Aug-21	407,582	Sep	520,000	Aug-22		
Oct	Sep-21	740,673	Oct	520,000	Sep-22		
Nov	Oct-21	424,595	Nov	520,000	Oct-22		
Dec	Nov-21	401,997	Dec	520,000	Nov-22		
YTD Totals		<u>\$ 6,859,692</u>			<u>\$ 6,240,000</u>	<u>\$ 1,608,186</u>	

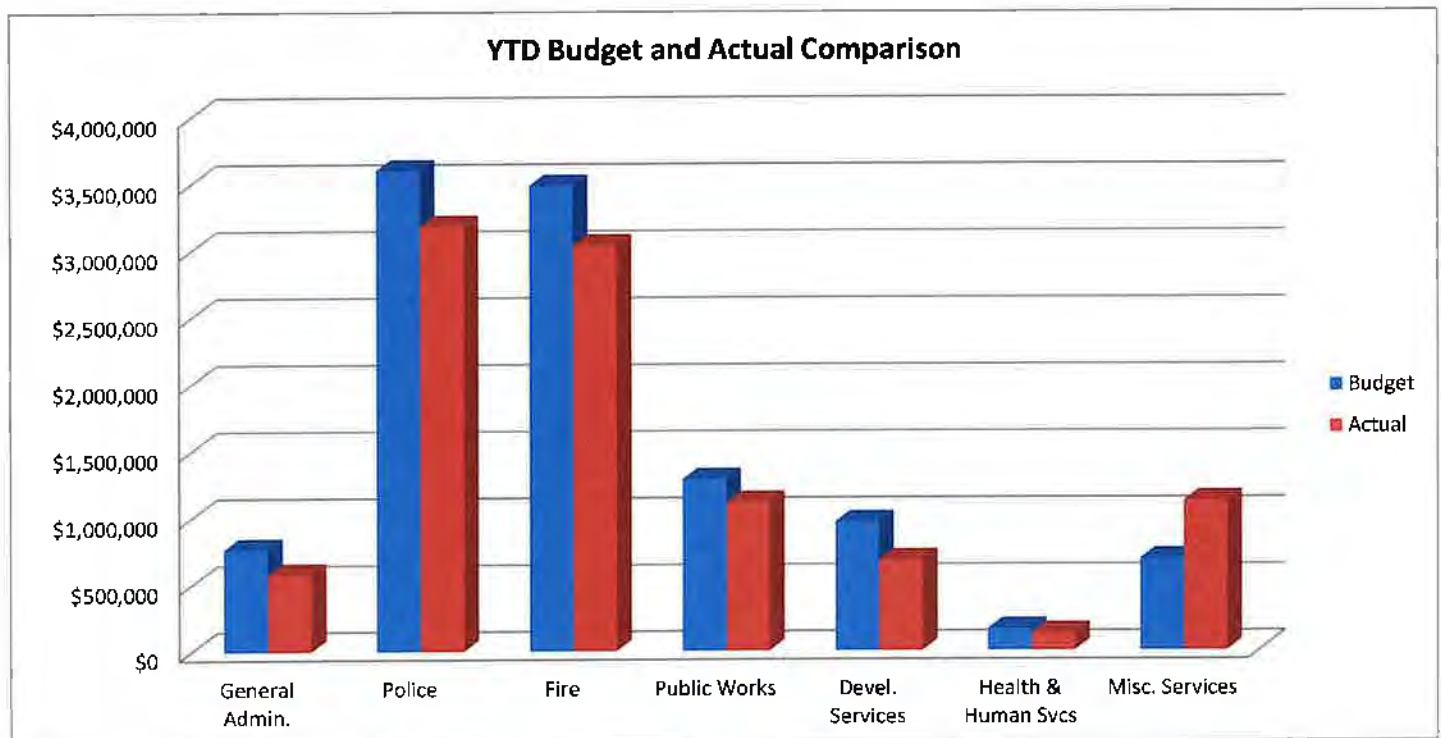
Fines



<u>Month Received</u>	<u>2021 Actual</u>	<u>2022 Budget</u>	<u>2022 Actual</u>	<u>Cumulative Variance 2022 Actual vs. Budget</u>
Jan	\$ 66,011	\$ 88,833	\$ 103,766	\$ 14,933
Feb	54,027	88,833	102,169	28,268
Mar	75,644	88,833		
Apr	72,130	88,833		
May	69,575	88,833		
Jun	146,084	88,833		
Jul	88,057	88,833		
Aug	112,832	88,833		
Sep	205,698	88,833		
Oct	115,289	88,833		
Nov	97,807	88,833		
Dec	85,867	88,833		
YTD Totals	<u><u>\$ 1,189,021</u></u>	<u><u>\$ 1,066,000</u></u>	<u><u>\$ 205,935</u></u>	

Expenditures: General Fund expenditures in February were \$85,749 below the budgeted figure of \$5,493,333. The summary of year-to-date actuals versus budgeted expenditures shown below reflect mostly positive variances for the Village departments for the year. Communications is over budget because of the annual postage expense for the Village's Citizen Newsletter. Emergency Operations is over budget due to the maintenance expense for the tornado sirens. Miscellaneous is over budget to the transfer for the Fire truck purchase.

EXPENDITURES	YEAR-TO-DATE	YEAR-TO-DATE	VARIANCE
	BUDGET	ACTUAL	
Legislative	\$ 70,627	\$ 48,480	31.4%
Administration	165,708	100,216	39.5%
Legal	90,948	47,082	48.2%
Finance	212,717	172,556	18.9%
Village Clerk	40,968	34,306	16.3%
HRM	105,748	76,181	28.0%
Communications	65,143	85,371	-31.1%
Emergency Operations	14,368	16,323	-13.6%
Police	3,601,365	3,183,556	11.6%
Fire	3,486,218	3,039,323	12.8%
Public Works	1,285,662	1,113,971	13.4%
Development Services	965,617	680,181	29.6%
H&HS	162,293	130,301	19.7%
Miscellaneous	687,099	1,121,795	-63.3%
TOTAL	\$ 10,954,482	\$ 9,849,642	10.1%



Department News

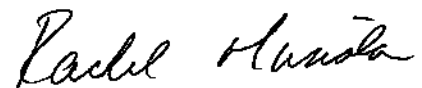
During the month of February, the following training sessions were attended by Finance staff:

- Attended a GFOA webinar on “Keeping Up to Date with Recent Changes to GFOA’s Distinguished Budget Presentation Awards Program” (Finance Director and Accountant II).

Also during the month, Finance staff participated in the following events and planning meetings:

- Attended various IGFOA PEC planning meetings (Finance Director).
- Attended the Hoffman Estates Foundation Board Meeting (Finance Director).
- Completed the final FY2022 Operating and Capital Budget document and submitted it to the Government Finance Officers Association for the GFOA Budget Award. Budget document now available on Village website. Many thanks goes out to everyone who was involved with putting together the final budget document.
- Audit fieldwork began and the external auditors have been on-site reviewing all of the financial activity for FY2021.

Respectfully Submitted,



Rachel Musiala

MONTHLY REPORT STATISTICS

February-22

	Feb-22	YTD Feb-22	Feb-21	YTD Feb-21	% Inc / Dec	
					Month	Year
Credit Card Transactions						
Finance and Code Front Counter						
Number	205	438	184	404	11.4%	8.4%
Amount	\$ 22,460	49,818	\$ 28,377	56,735	-20.9%	-12.2%
Internet Sales						
Number	2,283	5,315	2,187	4,895	4.4%	8.6%
Amount	\$ 310,431	702,163	\$ 262,974	619,112	18.0%	13.4%
Total						
Number	2,488	5,753	2,371	5,299	4.9%	8.6%
Amount	\$ 332,892	751,981	\$ 291,351	\$ 675,847	14.3%	11.3%
Credit Card Company Fees						
General Fund	\$ 37	73	\$ 37	73	0.0%	0.0%
Water Fund	5,141	10,192	4,177	8,304	23.1%	22.7%
Total Fees	\$ 5,178	\$ 10,265	\$ 4,214	\$ 8,377	22.9%	22.5%
Accounts Receivable						
Invoices Mailed						
Number	34	96	35	70	-2.9%	37.1%
Amount	\$ 78,228	208,225	\$ 132,435	200,586	-40.9%	3.8%
Invoices Paid						
Number	43	112	55	113	-21.8%	-0.9%
Amount	\$ 70,497	184,954	\$ 72,520	213,759	-2.8%	-13.5%
Reminders Sent						
Number	33	41	18	36	83.3%	13.9%
Amount	\$ 10,665	12,695	\$ 21,468	40,648	-50.3%	-68.8%
Accounts Payable						
Checks Issued						
Number	322	605	292	576	10.3%	5.0%
Amount	\$ 1,883,981	3,336,324	\$ 1,217,608	2,492,119	54.7%	34.0%
Manual Checks Issued						
Number	18	37	11	24	63.6%	54.2%
As % of Total Checks	5.59%	12.30%	3.77%	8.34%	48.4%	47.4%
Amount	\$ 827,308	1,163,949	\$ 40,996	52,780	1918.0%	2105.3%
As % of Total Checks	43.91%	67.06%	3.37%	4.29%	1204.2%	1462.6%
Utility Billing						
New Utility Accounts	72	134	63	135	14.3%	-0.7%
Bills Mailed / Active Accounts	15,717	31,440	15,717	31,433	0.0%	0.0%
Final Bills Mailed	96	172	63	135	52.4%	27.4%
Shut-Off Notices	844	1,709	987	1,920	-14.5%	-11.0%
Actual Shut-Offs	10	48	-	-	N/A	N/A
Total Billings	\$ 1,970,623	3,867,216	\$ 1,809,432	3,633,935	8.9%	6.4%
Direct Debit (ACH) Program						
New Accounts	56	125	87	142	-35.6%	-12.0%
Total Accounts	5,434	10,765	4,905	9,762	10.8%	10.3%
As % of Active Accounts	34.57%	68.48%	31.21%	62.11%	3.4%	10.3%
Water Payments Received in Current Month						
Total Bills Mailed	15,717	31,440	15,717	31,433	0.0%	0.0%
ACH Payments	5,434	10,765	4,905	9,762	10.8%	10.3%
ACH Payments-% of Total Bills	34.57%	68.48%	31.21%	62.11%	10.8%	10.3%
On-line Payments (Internet Sales)	1,803	3,828	1,791	3,820	0.7%	0.2%
On-line Payments-% of Total Bills	11.47%	24.35%	11.40%	24.31%	0.7%	0.2%
Over-the-phone Payments	429	916	454	924	-5.5%	-0.9%
Over-the-phone Payments-% of Total Bills	2.73%	5.83%	2.89%	5.88%	-5.5%	-0.9%
Mail-in Payments	7,389	15,291	7,993	16,105	-7.6%	-5.1%
Mail-in Payments-% of Total Bills	47.01%	97.27%	50.86%	102.47%	-7.6%	-5.1%

WATER BILLING ANALYSIS
February 28, 2022

Residential Billings
Average Monthly Consumption/Customer

<u>Month Billed</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
February	4,480	4,234	4,540
March	3,916	4,020	4,208
April	4,227	4,423	4,254
May	4,051	4,504	4,317
June	4,326	5,114	5,135
July	4,395	5,545	5,707
August	5,438	5,718	5,630
September	4,952	6,155	5,055
October	4,157	4,777	4,943
November	4,087	4,298	4,158
December	4,096	4,191	4,173
January	4,342	4,399	4,344
February	4,234	4,540	4,599
13 Month Average -	4,362	4,763	4,697
% Change -	-1.7%	9.2%	-1.4%

Total Water Customers

Average Bill

<u>Customer Type</u>	<u>Customer Type</u>			<u>Customer Type</u>	<u>Customer Type</u>		
	<u>Feb-21</u>	<u>Feb-22</u>	<u>% Change</u>		<u>Feb-21</u>	<u>Feb-22</u>	<u>% Change</u>
Residential	14,819	14,821	0.0%	Residential	\$ 65.65	\$ 68.66	4.6%
Commercial	898	896	-0.2%				
Total	15,717	15,717	0.0%				

Total Consumption - All Customers (000,000's)

	<u>Month-To-Date</u>				<u>Year-To-Date</u>		
	<u>Feb-21</u>	<u>Feb-22</u>	<u>% Change</u>		<u>Feb-21</u>	<u>Feb-22</u>	<u>% Change</u>
Residential	67	68	1.5%	Residential	132	132	0.0%
Commercial	32	38	18.8%	Commercial	66	75	13.6%
	99	106	7.1%		198	207	4.5%

STATEMENT OF INVESTMENTS-VILLAGE
As of February 28, 2022

Fund	Investment Date	Maturity Date	Book Value	Market Value	Maturity Value	Rate of Interest
<u>General Fund</u>						
Illinois Funds - General	09/30/86		8,676,761.35			0.116
Illinois Funds - Veterans Memorial	05/01/92		314.14			0.116
Treasury Bills/Municipal Bonds	08/09/21		12,438,284.34			0.909
PMA iPrime	11/07/08		3,607,109.35			0.909
CD with PMA	08/22/13		998,500.00	13,139,896.72	13,279,866.81	0.909
			<u>25,720,969.18</u>			
<u>Motor Fuel Tax</u>						
Illinois Funds	09/30/86		441,322.69			0.116
<u>Asset Seizure - State</u>						
Illinois Funds	11/30/98		56,010.38			0.116
<u>Asset Seizure - BATTLE</u>						
Illinois Funds	07/10/08		908.29			0.116
<u>Municipal Waste System</u>						
Illinois Funds	08/31/98		7,979.90			0.116
<u>2015A & 2015C G.O.D. S.</u>						
PMA iPrime	08/01/21		2,108,273.27			0.909
<u>Central Road Corridor Improv.</u>						
Illinois Funds	12/15/88		9,810.48			0.116
PMA iPrime	11/07/08		3,781.20			0.909
			<u>13,591.68</u>			
<u>Hoffman Blvd Bridge Maintenance</u>						
Illinois Funds	07/01/98		11,263.22			0.116
<u>Western Corridor</u>						
Illinois Funds	06/30/01		38,606.12			0.116
Treasury Bills	08/09/21		3,140,627.13	3,080,492.19	3,133,400.00	0.909
			<u>3,187,780.19</u>			
<u>Prairie Stone Capital</u>						
Illinois Funds	08/22/91		624,842.71			0.116
PMA iPrime	02/10/11		91,578.74			-
			<u>716,421.45</u>			

STATEMENT OF INVESTMENTS-VILLAGE
As of February 28, 2022

Fund	Investment Date	Maturity Date	Book Value	Market Value	Maturity Value	Rate of Interest
<u>Road Improvement</u>						
Illinois Funds	01/01/15		2,166,415.38			
Treasury Bills	08/09/21		740,377.17	742,111.51	778,800.00	0.909
			<u>3,476,834.72</u>			
<u>Capital Improvements</u>						
Illinois Funds	12/31/96		26,265.57			0.116
<u>Capital Vehicle & Equipment</u>						
Illinois Funds	12/31/96		23,475.98			0.116
PMA iPrime	01/07/09		61,290.16			0.909
			<u>84,766.14</u>			
<u>Capital Replacement</u>						
Illinois Funds	02/01/98		5,004,500.18			0.116
PMA iPrime	11/07/08		29,847.62	240,763.83	249,000.00	0.909
			<u>5,283,347.80</u>			
<u>Water and Sewer</u>						
Illinois Funds	09/30/86		10,260.30			0.116
Treasury Bills	08/09/21		740,377.17	742,111.51	778,800.00	0.909
PMA iPrime	11/07/08		11,012.11			0.909
Chase Money Market	03/06/18		7,495,810.32			0.010
			<u>8,257,459.90</u>			
<u>Water and Sewer-2017 Bond Projects</u>						
PMA iPrime	09/13/17		2,171,000.63			0.909
<u>Water and Sewer-2019 Bond Projects</u>						
PMA iPrime	09/13/17		537,977.34			0.909
<u>Now Arena Operating</u>						
Illinois Funds			29.05			
PMA iPrime			2,418,071.70			
			<u>2,418,100.75</u>			
<u>Now Arena</u>						
H.E. Community Bank-MaxSafe			705,903.14			
<u>Insurance</u>						
Illinois Funds	11/10/87		16,459.12			0.116
Treasury Bills	08/09/21		1,241,197.38	1,463,344.76	1,466,000.00	0.909
			<u>1,516,881.37</u>			

STATEMENT OF INVESTMENTS-VILLAGE
As of February 28, 2022

Fund	Investment Date	Maturity Date	Book Value	Market Value	Maturity Value	Rate of Interest
<u>Information Systems</u>						
Illinois Funds	02/01/98		81,194.03			0.116
Municipal Bonds	08/09/21		361,960.20	351,430.80	345,000.00	0.909
			447,887.94			
<u>Roselle Road TIF</u>						
Illinois Funds	09/30/03		7,623.57			0.116
Chase Money Market			1,000,327.46			0.010
PMA iPrime	11/07/08		115,026.97			0.909
			1,122,978.00			
<u>Barr./Higgins TIF</u>						
Illinois Funds	08/26/91		119,176.82			0.116
Chase Money Market			200,065.51			0.010
			319,242.33			
<u>2019 Capital Project Fund</u>						
PMA iPrime	09/13/17		10,597.33			0.909
Total Investments			\$ 58,643,763.21			
Total Invested Per Institution				<u>Percent Invested</u>		
Illinois Funds			17,323,219.28	29.54		
Chase Money Market			9,266,245.46	15.80		
CD with PMA			1,497,604.26	2.55		
HE Community Bank-MaxSafe			705,903.14	1.20		
Treasury Bills/Municipal Bonds			18,662,823.39	31.82		
ISC at PMA			11,187,967.68	19.08		
			\$58,643,763.21	100.00		
Total Invested Per Institution Excluding all Agency and EDA Funds				<u>Percent Invested</u>		
Illinois Funds			16,698,376.57	28.83		
Treasury Bills/Municipal Bonds			18,662,823.39	32.22		
HE Community Bank-MaxSafe			705,903.14	1.22		
Chase Money Market			9,266,245.46	16.00		
CD with PMA			1,497,604.26	2.59		
ISC at PMA			11,096,388.94	19.16		
			\$57,927,341.76	100.00		

STATEMENT OF INVESTMENTS-VILLAGE
As of February 28, 2022

Fund	Investment Date	Maturity Date	Book Value	Market Value	Maturity Value	Rate of Interest
Total Invested Per Fund						
Total Investments - Operating Funds				\$41,015,643.87		
Total Investments - Debt Service Funds				2,108,273.27		
Total Investments - Capital Projects Funds				\$15,519,846.07		
Total Investments - All Funds				\$58,643,763.21		

PMA CERTIFICATE OF DEPOSITS

February 28, 2022

	Settlement	Maturity	Cost	Interest Rate
GENERAL FUND				
Servifirst Bank, FL	04/29/21	04/29/22	249,600.00	0.160%
Royal Business Bank, CA	04/29/21	04/29/22	249,800.00	0.072%
CIBC Bank USA/Private Bank, MI	04/29/21	04/29/22	249,800.00	0.062%
Western Alliance Bank/Torrey Pines Bank, CA	04/29/21	04/29/22	249,300.00	0.254%
US Treasury N/B	08/10/21	08/15/22	1,339,011.00	1.625%
US Treasury N/B	08/24/21	08/31/23	1,886,987.23	1.375%
Oregon St MUNI Bond	08/11/21	08/01/24	1,747,179.70	0.638%
US Treasury N/B	08/10/21	02/15/25	2,229,176.95	2.000%
US Treasury N/B	08/10/21	08/15/25	2,229,210.00	2.000%
US Treasury N/B (50925)	02/18/22	02/28/26	2,243,906.60	0.500%
US Treasury N/B (50976)	02/24/22	02/28/26	762,812.85	0.500%
GENERAL FUND TOTALS:			\$ 13,436,784.33	
WESTERN CORRIDOR FUND				
US Treasury N/B	08/10/21	08/15/22	892,674.00	1.625%
US Treasury N/B	08/10/21	02/15/24	2,247,953.13	0.125%
WESTERN CORRIDOR TOTALS:			\$ 3,140,627.13	
ROAD IMPROVEMENT FUND				
US Treasury N/B (50976)	02/24/22	02/28/26	740,377.17	0.500%
ROAD IMPROVEMENT TOTALS:			\$ 740,377.17	
CAPTIAL REPLACEMENT FUND				
Hanmi Bank	08/17/21	08/19/24	249,000.00	0.300%
CAPTIAL REPLACEMENT TOTALS:			\$ 249,000.00	
WATER & SEWER FUND				
US Treasury N/B (50976)	02/24/22	02/28/26	740,377.17	0.500%
WATER & SEWER TOTALS:			\$ 740,377.17	
INSURANCE FUND				
US Treasury N/B	08/10/21	02/15/23	1,241,197.38	1.375%
BMW Bank North America	08/13/21	08/13/24	250,104.26	0.600%
INSURANCE TOTALS			\$ 1,491,301.64	
INFORMATION SYSTEM FUND				
St Helena USD-A2-TXBL MUNI Bond	08/12/21	08/01/23	361,960.20	2.744%
INFORMATION SYSTEM TOTALS:			\$ 361,960.20	
		TOTAL:	\$ 20,160,427.64	

**OPERATING REPORT SUMMARY
REVENUES**

February 28, 2022

	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>		<u>ANNUAL BUDGET</u>	<u>% ACTUAL TO BUDGET</u>	<u>BENCH- MARK</u>
	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>ACTUAL</u>			
General Fund							
Property Taxes	1,600,000	1,719,977	1,600,000	1,727,991	15,154,510	11.4%	
Hotel Tax	58,333	62,771	116,667	167,769	700,000	24.0%	
Real Estate Transfer Tax	93,333	87,858	186,667	160,166	1,120,000	14.3%	
Home Rule Sales Tax	283,333	432,182	566,667	785,763	3,400,000	23.1%	
Telecommunications Tax	69,063	70,137	138,125	145,980	828,750	17.6%	
Property Tax - Fire	650,000	664,670	650,000	670,266	4,459,250	15.0%	
Property Tax - Police	800,000	845,282	800,000	853,629	5,969,490	14.3%	
Other Taxes	82,715	56,342	165,430	134,521	992,580	13.6%	
Total Taxes	3,636,778	3,939,199	4,223,555	4,646,085	32,624,580	14.2%	
Business Licenses	-	1,919	-	3,983	380,000	1.0%	
Liquor Licenses	-	600	-	2,030	275,000	0.7%	
Building Permits	75,000	117,640	150,000	156,837	900,000	17.4%	
Other Licenses & Permits	725	138	1,450	293	8,700	3.4%	
Total Licenses & Permits	75,725	120,296	151,450	163,142	1,563,700	10.4%	
Sales Tax	670,833	833,416	1,341,667	1,568,234	8,050,000	19.5%	
Local Use Tax	173,333	188,500	346,667	348,952	2,080,000	16.6%	
State Income Tax	520,000	892,453	1,040,000	1,608,186	6,240,000	25.8%	
Replacement Tax	29,317	28	58,633	97,791	351,800	27.8%	
Other Intergovernmental	282,141	65,533	564,282	78,679	3,385,690	2.3%	
Total Intergovernmental	1,675,624	1,979,928	3,351,248	3,701,843	20,107,490	18.4%	
Engineering Fees	25,000	14,000	50,000	14,000	300,000	4.7%	
Ambulance Fees	116,667	118,173	233,333	248,321	1,400,000	17.7%	
GEMT Income	66,667	205,548	133,333	552,395	800,000	69.0%	
Police Hireback	31,250	45,616	62,500	89,162	375,000	23.8%	
Lease Payments	47,808	93,202	95,615	165,445	573,690	28.8%	
Cable TV Fees	146,000	143,058	182,500	174,766	712,000	24.5%	
4th of July Proceeds	-	-	-	-	87,750	0.0%	
Employee Payments	141,667	138,566	283,333	266,641	1,700,000	15.7%	
Hireback - Arena	8,813	13,131	17,625	22,397	105,750	21.2%	
Rental Inspection Fees	50,000	9,056	210,000	169,144	275,000	61.5%	
Other Charges for Services	81,375	93,352	162,750	175,905	978,500	18.0%	
Total Charges for Services	715,245	873,703	1,430,990	1,878,176	7,305,690	25.7%	
Court Fines-County	10,000	7,122	20,000	17,249	120,000	14.4%	
Ticket Fines-Village	16,667	17,420	33,333	32,313	200,000	16.2%	
Overweight Truck Fines	500	560	1,000	1,100	6,000	18.3%	
Red Light Camera Revenue	55,833	76,446	111,667	151,465	670,000	22.6%	
Local Debt Recovery	5,833	621	11,667	3,807	70,000	5.4%	
Total Fines & Forfeits	88,833	102,169	177,667	205,935	1,066,000	19.3%	
Total Investment Earnings	1,667	4,436	3,333	19,044	20,000	95.2%	
Reimburse/Recoveries	12,500	24,201	25,000	28,699	150,000	19.1%	
S.Barrington Fuel Reimbursement	2,500	3,101	5,000	6,018	30,000	20.1%	
Shaumburg Twn Fuel Reimbursement	2,500	2,868	5,000	6,119	30,000	20.4%	
Tollway Payments	1,500	8,023	3,000	10,723	18,000	59.6%	
Other Miscellaneous	14,042	94	28,083	51,690	168,500	30.7%	
Total Miscellaneous	33,042	38,288	66,083	103,250	396,500	26.0%	
Total Operating Transfers In	17,083	21,466	34,167	33,319	205,000	16.3%	
Total General Fund	6,243,997	7,079,484	9,438,493	10,750,791	63,288,960	17.0%	16.7%

OPERATING REPORT SUMMARY

REVENUES

February 28, 2022

	CURRENT MONTH		YEAR-TO-DATE		ANNUAL BUDGET	% ACTUAL TO BUDGET	BENCH-MARK
	BUDGET	ACTUAL	BUDGET	ACTUAL			
Water & Sewer Fund							
Water Sales	1,737,813	1,641,508	3,475,625	3,211,604	20,853,750	15.4%	
Connection Fees	1,667	-	3,333	-	20,000	0.0%	
Cross Connection Fees	3,167	3,227	6,333	6,465	38,000	17.0%	
Penalties	8,333	12,729	16,667	23,656	100,000	23.7%	
Investment Earnings	-	(8,552)	-	(6,949)	-	N/A	
Other Revenue Sources	252,708	4,765	505,417	9,048	3,032,500	0.3%	
Capital Projects	-	62	-	131	1,572,940	0.0%	
Total Water Fund	2,003,688	1,653,739	4,007,375	3,243,955	25,617,190	12.7%	16.7%
Motor Fuel Tax Fund	266,667	176,575	533,333	369,585	3,200,000	11.5%	
Community Dev. Block Grant Fund	53,583	21,950	107,167	21,950	643,000	3.4%	
Asset Seizure Fund	-	7,061	-	14,114	-	N/A	
Municipal Waste System Fund	259,493	269,802	518,987	500,154	3,113,920	16.1%	
NOW Arena Operating Fund	211,376	189,537	422,752	404,855	2,536,510	16.0%	
NOW Arena Activity Fund	915,113	49,155	1,830,227	49,155	10,981,360	0.4%	
Stormwater Management	79,583	49,776	159,167	105,006	955,000	11.0%	
Insurance Fund	149,431	151,110	298,862	301,621	1,793,170	16.8%	
Roselle Road TIF	66,667	13	133,333	23	800,000	0.0%	
Barrington/Higgins TIF	70,833	7,638	141,667	7,648	850,000	0.9%	
Lakewood Center TIF	49,167	-	98,333	0	590,000	0.0%	
Higgins-Old Sutton TIF	210,682	98	421,363	98	2,528,180	0.0%	
Higgins/Hassell TIF	37,500	171,257	75,000	171,257	450,000	38.1%	
Information Technology	173,728	140,378	347,457	278,192	2,084,740	13.3%	
Total Spec Rev. & Int. Svc. Fund	2,543,823	1,234,349	5,087,647	2,223,659	30,525,880	7.3%	
TOTAL OPERATING FUNDS	10,791,508	9,967,573	18,533,515	16,218,406	119,432,030	13.6%	16.7%
2015A & C G.O. Debt Service	49	49	103	103	1,621,070	0.0%	
2015B G.O. Debt Service	-	-	-	-	120,100	0.0%	
2016 G.O. Debt Service	42,429	42,429	42,739	42,739	330,100	0.0%	
2017A & B G.O. Debt Service	-	-	-	-	180,750	0.0%	
2018 G.O. Debt Service	229,047	229,047	240,798	240,798	2,861,950	0.0%	
2019 G.O. Debt Service	-	-	-	-	136,710	0.0%	
TOTAL DEBT SERV. FUNDS	271,524	271,524	283,641	283,641	5,250,680	5.4%	16.7%
Central Rd. Corridor Fund	-	1	-	2	-	N/A	
Hoffman Blvd Bridge Maintenance	4	1	8	2	50	4.2%	
Western Corridor Fund	2,208	1,238	4,417	2,713	26,500	10.2%	
Prairie Stone Capital Fund	33	62	67	105	400	26.2%	
Central Area Rd. Impr. Imp. Fee	-	-	-	0	-	0.0%	
Western Area Traffic Impr.	-	-	-	0	-	0.0%	
Western Area Traffic Impr. Impact Fee	16	-	32	0	190	0.0%	
Capital Improvements Fund	195,417	281,471	390,833	574,161	2,345,000	24.5%	
Capital Vehicle & Equipment Fund	112,207	111,223	224,413	1,012,865	1,346,480	75.2%	
Capital Replacement Fund	8	492	17	926	100	925.6%	
2015 Project Fund	-	0	-	1	-	N/A	
Road Improvement Fund	531,124	411,684	1,062,248	1,391,756	6,373,490	21.8%	
TOTAL CAP. PROJECT FUNDS	841,018	806,173	1,682,035	2,982,531	10,092,210	29.6%	16.7%
Police Pension Fund	621,075	507,543	1,242,150	584,367	7,452,900	7.8%	
Fire Pension Fund	531,472	737,086	1,062,943	826,480	6,377,660	13.0%	
TOTAL TRUST FUNDS	1,152,547	1,244,630	2,305,093	1,410,848	13,830,560	10.2%	16.7%
TOTAL ALL FUNDS	13,056,596	12,289,899	22,804,284	20,895,425	148,605,480	14.1%	16.7%

OPERATING REPORT SUMMARY
EXPENDITURES
February 28, 2022

	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>		<u>ANNUAL BUDGET</u>	<u>%</u>	<u>BENCH-MARK</u>
	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>ACTUAL</u>			
General Fund							
General Admin.							
Legislative	35,313	23,224	70,627	48,480	423,760	11.4%	
Administration	82,854	50,108	165,708	100,216	994,250	10.1%	
Legal	45,474	37,629	90,948	47,082	545,690	8.6%	
Finance	106,358	84,630	212,717	172,556	1,276,300	13.5%	
Village Clerk	20,484	17,443	40,968	34,306	245,810	14.0%	
Human Resource Mgmt.	52,874	38,059	105,748	76,181	634,490	12.0%	
Communications	32,572	41,142	65,143	85,371	390,860	21.8%	
Emergency Operations	7,184	3,194	14,368	16,323	86,210	18.9%	
Total General Admin.	383,114	295,428	766,228	580,515	4,597,370	12.6%	16.7%
Police Department							
Administration	139,953	144,465	279,905	247,646	1,679,430	14.7%	
Juvenile Investigations	55,783	67,373	111,565	98,167	669,390	14.7%	
Tactical	91,949	99,548	183,898	173,052	1,103,390	15.7%	
Patrol and Response	1,098,267	1,294,582	2,196,533	1,973,836	13,179,200	15.0%	
Traffic	76,943	76,084	153,885	102,786	923,310	11.1%	
Investigations	135,648	146,060	271,295	218,839	1,627,770	13.4%	
Community Relations	846	33	1,692	33	10,150	0.3%	
Communications	40,986	41,028	81,972	123,085	491,830	25.0%	
Canine	18,754	20,843	37,508	32,332	225,050	14.4%	
Special Services	11,478	10,930	22,955	15,264	137,730	11.1%	
Records	26,527	24,464	53,053	42,204	318,320	13.3%	
Administrative Services	103,552	78,514	207,103	156,312	1,242,620	12.6%	
Total Police	1,800,683	2,003,924	3,601,365	3,183,556	21,608,190	14.7%	16.7%
Fire Department							
Administration	79,905	72,016	159,810	135,311	958,860	14.1%	
Public Education	6,887	4,314	13,773	7,243	82,640	8.8%	
Suppression	840,834	889,191	1,681,668	1,452,823	10,090,010	14.4%	
Emer. Med. Serv.	763,623	840,005	1,527,245	1,341,112	9,163,470	14.6%	
Prevention	48,148	82,304	96,297	101,425	577,780	17.6%	
Fire Stations	3,713	90	7,425	1,408	44,550	3.2%	
Total Fire	1,743,109	1,887,920	3,486,218	3,039,323	20,917,310	14.5%	16.7%
Public Works Department							
Administration	29,103	26,043	58,207	51,335	349,240	14.7%	
Snow/Ice Control	153,951	223,423	307,902	429,422	1,847,410	23.2%	
Traffic Operations	111,940	89,839	223,880	158,920	1,343,280	11.8%	
Forestry	97,823	60,875	195,647	120,195	1,173,880	10.2%	
Facilities	103,659	69,291	207,318	119,113	1,243,910	9.6%	
Fleet Services	115,661	148,928	231,322	193,645	1,387,930	14.0%	
F.A.S.T.	16,427	10,387	32,853	20,581	197,120	10.4%	
Storm Sewers	14,267	10,729	28,533	20,761	171,200	12.1%	
Total Public Works	642,831	639,516	1,285,662	1,113,971	7,713,970	14.4%	16.7%

OPERATING REPORT SUMMARY
EXPENDITURES
February 28, 2022

	CURRENT MONTH		YEAR-TO-DATE		ANNUAL BUDGET	%	BENCH-MARK
	BUDGET	ACTUAL	BUDGET	ACTUAL			
Development Services							
Administration	39,934	28,668	79,868	63,466	479,210	13.2%	
Planning & Transportation	66,188	51,138	132,377	94,314	794,260	11.9%	
Code Enforcement	146,011	125,732	292,022	251,171	1,752,130	14.3%	
Engineering	104,918	87,005	209,835	209,436	1,259,010	16.6%	
Economic Development	125,758	38,574	251,515	61,793	1,509,090	4.1%	
Total Development Services	482,808	331,117	965,617	680,181	5,793,700	11.7%	16.7%
Health & Human Services	81,147	67,930	162,293	130,301	973,760	13.4%	16.7%
Miscellaneous							
4th of July	32,184	32,184	32,184	32,184	155,070	20.8%	
Police & Fire Comm.	8,503	-	17,007	364	102,040	0.4%	
Misc. Boards & Comm.	21,563	7,012	43,125	14,095	258,750	5.4%	
Misc. Public Improvements	297,392	142,555	594,783	1,075,152	3,568,700	30.1%	
Total Miscellaneous	359,642	181,751	687,099	1,121,795	4,084,560	27.5%	16.7%
Total General Fund	5,493,333	5,407,584	10,954,482	9,849,642	65,688,860	15.0%	16.7%
Water & Sewer Fund							
Water Department	1,158,774	1,046,931	2,317,548	2,052,159	13,905,290	14.8%	
Sewer Department	198,644	178,690	397,288	332,421	2,383,730	13.9%	
Billing Division	79,983	81,923	159,967	152,790	959,800	15.9%	
Capital Projects Division	-	-	-	-	5,436,090	0.0%	
2015 Bond Capital Projects	-	-	-	-	420,550	0.0%	
2017 Bond Capital Projects	-	-	-	-	1,519,910	0.0%	
2018 Bond Capital Projects	-	-	-	-	247,640	0.0%	
2019 Bond Capital Projects	-	-	-	-	622,530	0.0%	
Total Water & Sewer	1,437,402	1,307,544	2,874,803	2,537,370	25,495,540	10.0%	16.7%
Motor Fuel Tax	147,086	147,086	862,956	862,956	3,010,000	28.7%	
Community Dev. Block Grant Fund	-	-	-	-	643,000	0.0%	
Asset Seizure Fund	15,707	17,450	31,413	25,355	188,480	13.5%	
Municipal Waste System	255,294	64,522	510,588	315,825	3,063,530	10.3%	
NOW Arena Operating Fund	346,594	9,497	693,188	19,474	4,159,130	0.5%	
NOW Arena Activity Fund	915,113	234,769	1,830,227	234,769	10,981,360	2.1%	
Stormwater Management	86,421	-	172,842	-	1,037,050	0.0%	
Insurance	164,354	73,616	328,708	803,330	1,972,250	40.7%	
Information Technology	198,728	78,336	397,457	114,413	2,384,740	4.8%	
Roselle Road TIF	202,348	-	404,697	-	2,428,180	0.0%	
Barrington/Higgins TIF	122,312	-	244,623	-	1,467,740	0.0%	
Lakewood Center TIF	14,932	8,000	29,863	281,815	179,180	157.3%	
Higgins-Old Sutton TIF	210,682	-	421,363	-	2,528,180	0.0%	
Higgins/Hassell TIF	589	-	1,178	-	7,070	0.0%	
TOTAL OPERATING FUNDS	9,610,895	7,348,404	19,758,390	15,044,948	125,234,290	12.0%	16.7%
2015A G.O. Debt Service	-	-	-	-	3,728,000	0.0%	
2015 G.O. Debt Service	-	-	-	-	120,100	0.0%	
2016 G.O. Debt Service	-	-	-	-	330,100	0.0%	
2017A & B G.O. Debt Service	-	-	-	-	180,750	0.0%	
2018 G.O. Debt Service	-	-	-	-	2,861,950	0.0%	
2019 G.O. Debt Service	-	-	-	-	136,710	0.0%	
TOTAL DEBT SERV. FUNDS	-	-	-	-	7,357,610	0.0%	16.7%

OPERATING REPORT SUMMARY
EXPENDITURES
February 28, 2022

	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>		<u>ANNUAL BUDGET</u>	<u>%</u>	<u>BENCH-MARK</u>
	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>ACTUAL</u>			
Western Corridor Fund	8,375	8,375	16,750	16,750	100,500	16.7%	
Hoffman Blvd Bridge Maintenance	4,417	-	8,833	-	53,000	0.0%	
Prairie Stone Capital	50,667	2,500	101,333	5,000	608,000	0.8%	
Western Area Rd Improve Imp. Fee		-	16	-	190	0.0%	
Capital Improvements Fund	196,527	114,294	393,053	227,627	2,358,320	9.7%	
Capital Vehicle & Equipment Fund	112,207	26,624	224,413	818,307	1,346,480	60.8%	
Capital Replacement Fund	3,348	-	6,695	-	40,170	0.0%	
Road Improvement Fund	597,825	1,763	1,195,650	1,763	7,173,900	0.0%	
TOTAL CAP. PROJECT FUNDS	973,364	153,556	1,946,744	1,069,447	11,680,560	9.2%	16.7%
Police Pension Fund	674,040	699,362	1,348,080	1,452,730	8,088,480	18.0%	
Fire Pension Fund	631,122	613,088	1,262,243	1,228,672	7,573,460	16.2%	
TOTAL TRUST FUNDS	1,305,162	1,312,450	2,610,323	2,681,402	15,661,940	17.1%	16.7%
TOTAL ALL FUNDS	11,889,421	8,814,410	24,315,457	18,795,798	159,934,400	11.8%	16.7%



Village of Hoffman Estates Information Technology Department

2022 FEBRUARY MONTHLY REPORT

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February Synopsis

- Continued to work on the Community Development (TRAKiT) software implementation, both to resolve issues remaining from our Go Live in December and to continue working on the eTRAKiT public-facing applications slated to Go Live in the next few months.
- Due to a large number of staff changes, a considerable amount of time was spent on disabling and adding accounts in CentralSquare and to change the set up in GovQA for new staff needing to be removed and added to workflows and assignments.
- Started work on the renewal documents for Business Licenses, Liquor Licenses, and Home Based Licenses.

Project Activities

- **Community Development Implementation**
CRM Application: Met several times with CST Consultant and Code Staff to finalize the setup of CRM and test it. After determining the setup was complete, we had CST mirror the setup in Live and will begin using it in March.
- **eTRAKiT Project Implementation:** We discussed the timeline for this with the new CST Project Manager and provided our latest workbooks so the consultant could determine what work on the setup still needed to be done in the test.
- Resolved the issue from Go Live where the timestamp for payments and the overall database was reflecting Eastern Time.
- CST reported that the latest Hotfix should have resolved the issue with Spatial Rules, but our testing didn't reflect that. It turned out that some changes needed to be made by their GIS consultant before Spatial Rules worked. We retested after those changes were made and they are now functional. The next step is to confirm that all the setup is correct, since we haven't been able to see these for several months.
- With our IT Department Laserfiche support person leaving, it became necessary for me to learn how the transfer of documents from Community Development to Laserfiche was setup. This was especially necessary because we had an ongoing issue of some documents not transferring. After testing, I found that the cause was the file being named in a way that is not acceptable to the transfer process. I passed along this information to the Development Services staff so that they would name the documents correctly. I was able to have all the ones that were hung up move to the proper folders.
- An issue with adding a Bond Fee to Permits came up and, with the help of CST Support, I was able to resolve it and they were able to add it to a Permit without error.
- **Business Licensing**
Began revamping all the Business, Liquor, and Home-Based License Renewal Letters and

Invoices so that they could be used year after year if the only change was in the dates. This will continue in March and will be expanded to include Contractor License Renewals.

CentralSquare/GovQA External Support Cases

- Multiple CST Support cases were added to disable accounts for terminating employees and to add new employees.
- Requested CST Support enable accounts for multiple users who had let their password expiration go beyond 30 days and therefore, their accounts were disabled.
- Reported EAC issue where 2021 W2s would not print correctly. Support needed to fix a program bug to resolve it.
- There was an open CST Support case for Laserfiche transfers that I was able to resolve without their help.
- Spatial Rules case was resolved.
- Timestamp issue in Community Development database was corrected.
- Created SQL script to update RRL License Deadline date and CST Support ran it successfully.
- After running the Pet License Penalty Process, found that the majority of licenses were not penalized. Opened a Support Case to resolve the issue.
- Continued to push for resolution of CST Support Cases not resolved by the end of February, particularly those related to Community Development implementation. There are only a few remaining.

Work Orders

- Added Violation Types to Code Enforcement at the request of Code staff.
- Made changes in General Government non-FOIA request assignments due to staff assignment changes.
- Worked with Fire Department staff to determine why data wasn't appearing on Land Management Merge Docs for Fire Custom Fields. It was found that the fields were not requested to be included in the original setup and I will need to modify the reports to include them.
- Created 2022 Tax Forms for all Business Tax accounts in Business Licensing.
- Modified Cognos Bill List Report as requested by Finance Department as a result of change in Fund setup.
- Applied Penalties to Pet Licenses and worked with CST Support to resolve issue with some licenses not being penalized.
- Assisted staff members having difficulty remembering their passwords or questions to reset their password in CST.
- Created several new Job Classes.

- Due to change in department names, revamped Approval and Employee Groups for Leave Requests.
- Added new employees to Approval groups for Leave requests.
- Ran Penalty Process for Residential Rental Licenses.
- Created SQL script to update RRL License Deadline date.
- Provided information on how to set up new deduction type in Payroll so that it is visible in EAC.
- Worked with Police Chief's Admin to revamp Police Request assignment, workflows, and notifications due to staff changes. We reviewed all the Police request types to make sure they were all set up as requested and made changes where needed.
- Added new GovQA User Accounts for new staff and changes in job responsibilities.
- Added new GovQA Workflows for Police FOIA Requests.

Administration

- Prepared monthly report.
- Processed Payroll for department employees on February 7 and 21, 2022.

Training

- Worked with CST Support on the Cognos 11 access issue. We made progress, but it is not fully resolved.
- Met with IT staff to review Laserfiche setup for Community Development integration.

Meetings

- Participated in five Community Development Project meetings over the course of the month.
- Worked with CST GIS consultant to test Spatial Rules.
- CRM setup meetings were held several times in February.
- Participated in the kick-off meeting for Community Development Mobiles Early Adopter Testing, which is to replace iTRAKIT for inspections in Permits and Code.
- Held a virtual meeting to review GovQA Police Request setup with Police Department staff.
- Met several times during the month with the IT Director to review project status and issues of note.

Project Activities

Project –Multi-Factor Authentication

- During the month of February, I.T. Staff continued deployment of multi-factor authentication to Village’s router and switch infrastructure. The newest requirements from the insurance provider require multi-factor authentication on all of the core switches, router and appliance infrastructure. I.T. staff completed the deployment of MFA to all of the infrastructure.

Project – FortiEDR

- Endpoint Detection and Response system is the next generation security suite. FortiEDR delivers real-time visibility, analysis, protection and remediation for computer systems. During the month of February, I.T. Staff continues to update and tweak the system so it works as desired.

Project – Fortinet Wi-Fi

- Staff completed the configuration for the new access points and began deploying them throughout the Village. The Village Hall has been completed and staff moved into the Police Department. Due to staffing issues this project will require some added time to complete the deployment to the remaining facilities.

Project – Analog Lines Conversion

- Staff continued with the disconnection of lines no longer in use or necessary. Where staff was able lines were ported into the Village’s VoIP system. In the areas that this was not possible, the current telco provider installed cellular equipment.
- Staff also began the process of migrating the remaining PRIs and analog devices to digital and SIP trunking. The Village will remain with Peerless/Call One to provide telco services for the next three years.

Technical Support, Hardware & Software Activities

- I.T. Staff created separate SSID for our HHS department.
- I.T. Staff initiated renewal of the PGP keys used for JP Morgan communication.
- I.T. Staff upgraded software that controls HVAC system at the Police Department range.

- I.T. Staff continues monitor and update Windows Servers with patches, updates and other security installations.
- I.T. Staff continues to update and monitor anti-virus system to ensure at most reliability and safety.
- I.T. Staff continues to monitor and adjust if necessary all of our backup jobs.
- I.T. Staff updated and reorganized our network documentation in order to reflect new changes.
- I.T. Staff continues to deploy KnowBe4 email campaign.
- I.T. Staff performed general WSUS Update and service cleanup.
- Applied necessary software updates as needed.
- 265 Help desk requests were opened during the month of February.
- 295 Help desk requests were closed during the month of February.
- Self Service Password Resets or Account Unlocks: 7
- Email passwords reset: 0
- SunGard passwords reset: 0
- Voicemail passwords reset: 2
- User accounts unlocked: 6
- Active Directory Password Resets: 3

IT Meetings

- I.T. Staff continues to meet on weekly basis with Fortinet EDR team.
- I.T. Staff met and discussed storage needs.
- I.T. Staff met and discussed Office 365 migration.
- I.T. Staff met with NowArena and discussed upcoming events.

IT Training

- I.T. Staff conducted one new user orientation meetings for our new employee.

Director Summary

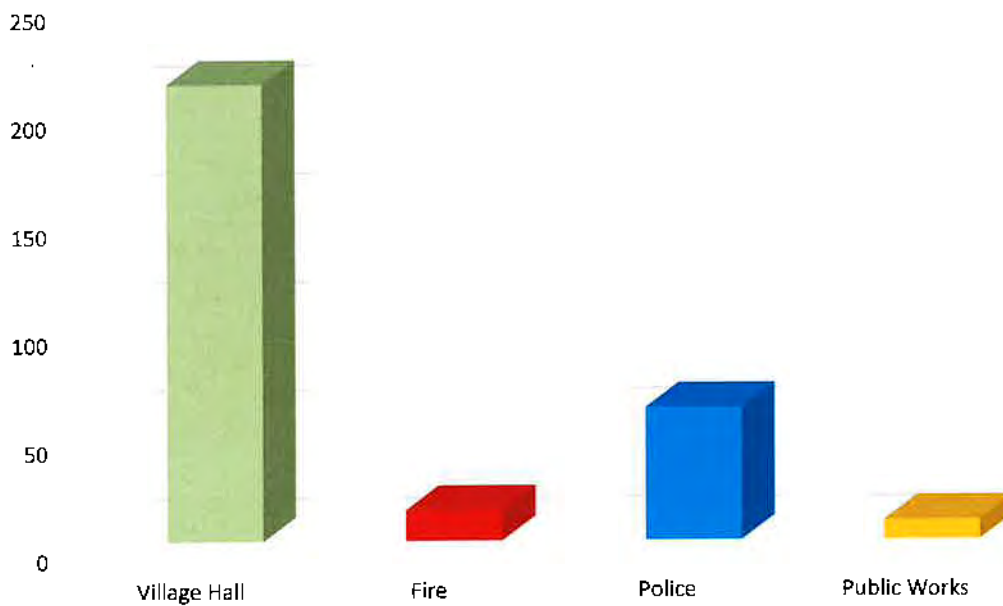
- Project status meeting with CentralSquare (weekly)
 - Project update status
 - Invoicing
- Project status meeting with Development Services (weekly)
- Vendor meetings with Public Works and Graymatter Systems (vendor) to discuss the SCADA upgrade and replacement of the SCADA firewalls.
- Vendor meetings with TelEnergy (vendor) to discuss the quotes obtained for Village telco services.
- Vendor meeting with the Village's Comcast rep to discuss business needs and current service issues.
- Vendor meeting with PACE Systems (vendor) to tour the HHS department offices for the development of a quote and scope of work to install cameras and recording equipment in individual offices for training and security purposes.
- Vendor meetings with Dell representatives to discuss build specifications for two new storage devices to replace the current ones as well as to discuss possible backup solutions.
- Vendor introduction meeting with Sourcewell representatives.
- Vendor meeting with Sentinel Technology to discuss the new FLEX contract for the Village's internal VoIP system.
- Met with Suzanne Ostrovsky, Assistant Village Manager, Eric Palm, Village Manger, Dan O'Malley, Assistant Village Manager and Patrick Seger, Human Resource Manager to discuss I.T. staffing and department restructuring.
- Met with the Assistant Village Manager, Ben Gibbs and Mark Koplin, Brad Gordon (Village I.T. rep at the NOW arena) and Lauren Kincannon to discuss upcoming I.T. budget items for the NOW Arena
- Conducted performance evaluations for remaining staff.
- Weekly update meeting with Suzanne Ostrovsky, Assistant Village Manager
- Management team meeting.
- Bi Weekly department division meetings

- Project progress
- Division Goals Review
- Monthly MS-ISAC/EI-ISAC conference call.

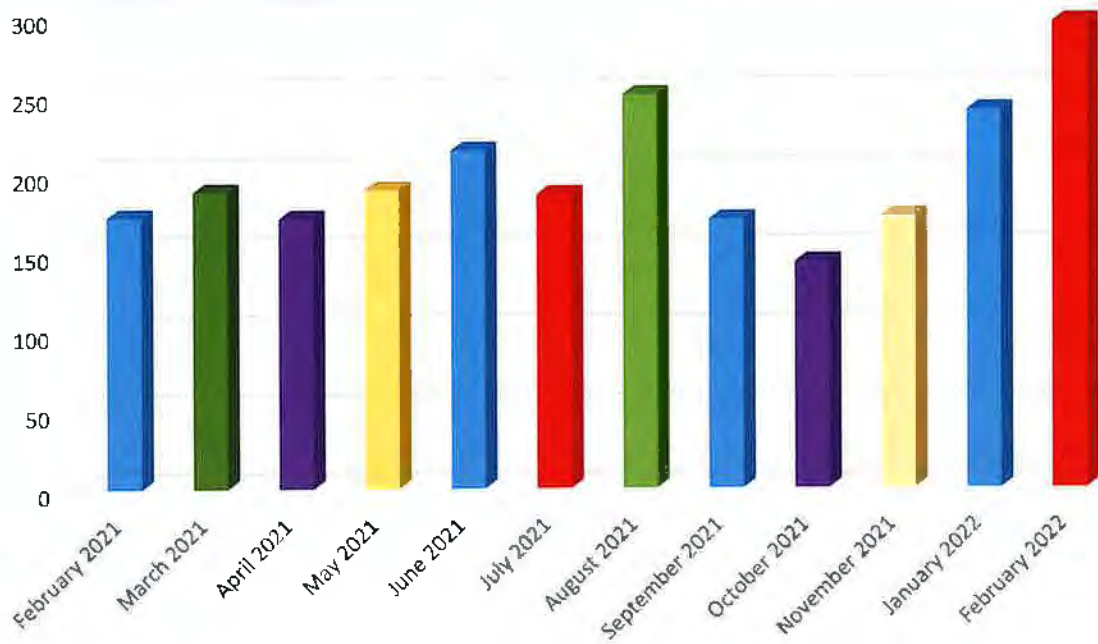
Total Work Orders by Priority by Month

Month	February
1 - Normal	200
2 - High	2
3 - Urgent	0
Project	1
Scheduled Event	62
Vendor intervention required	0
Total for Month	265

Completed Work Orders by Location

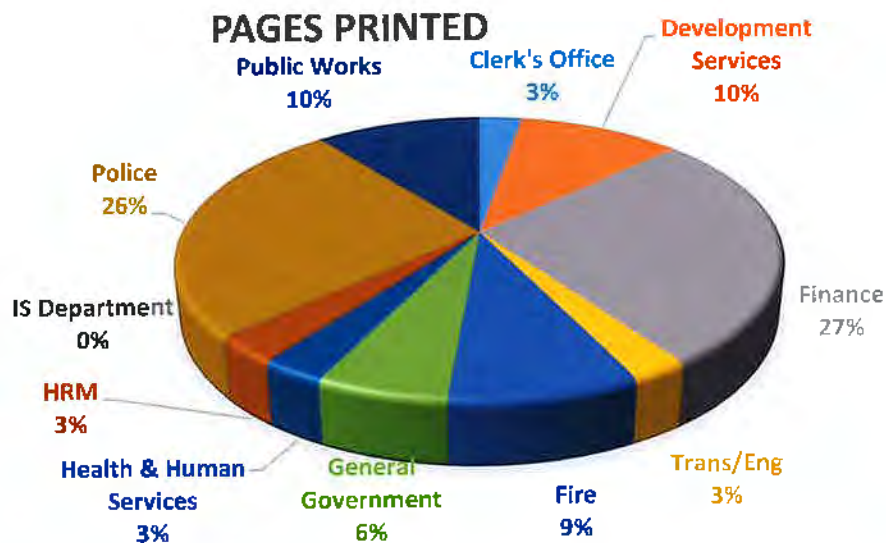


Completed Work Orders by Month

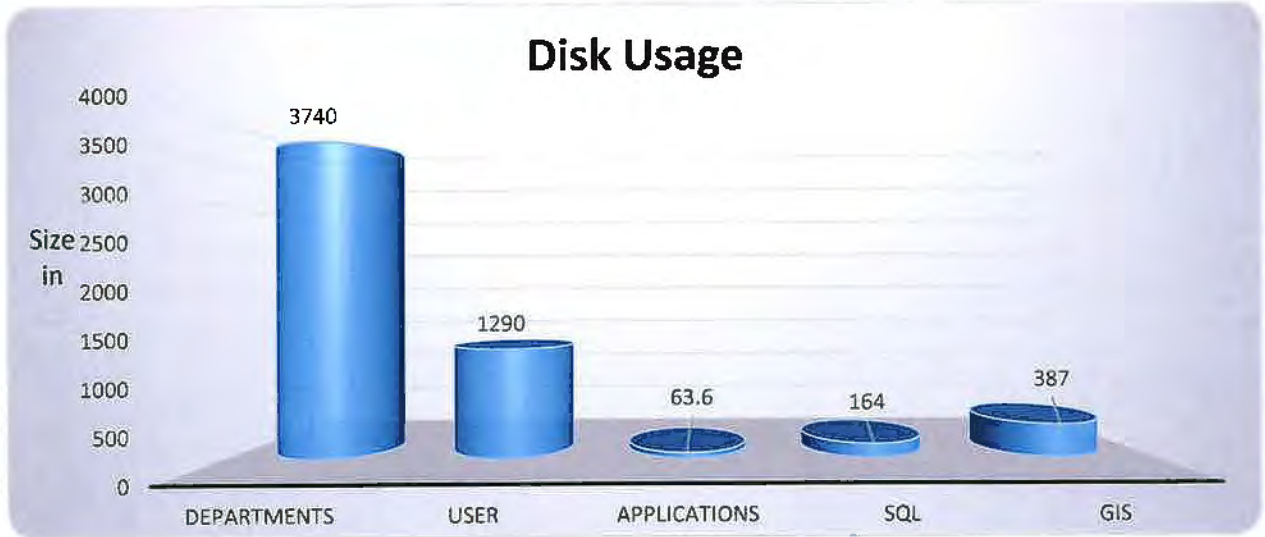


Printer Usage Report

In the month of January there were 46957 pages printed across the village. The following graph breaks down printer usage by department.



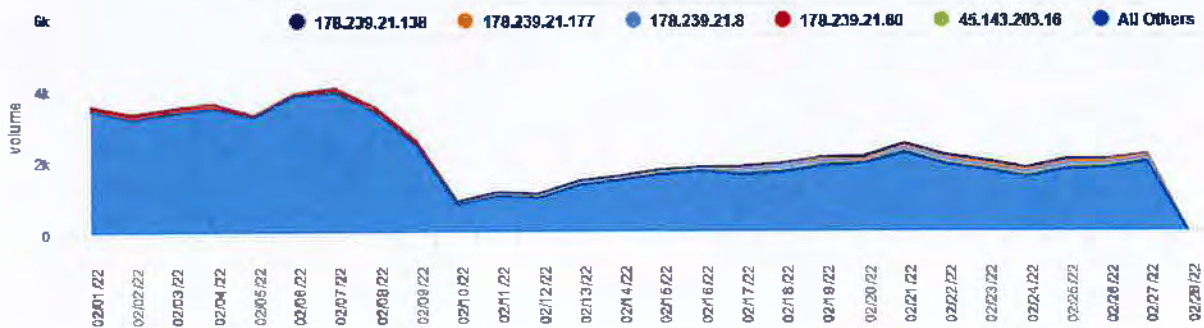
System and Data Functions



Sentinel IPS Attack Report

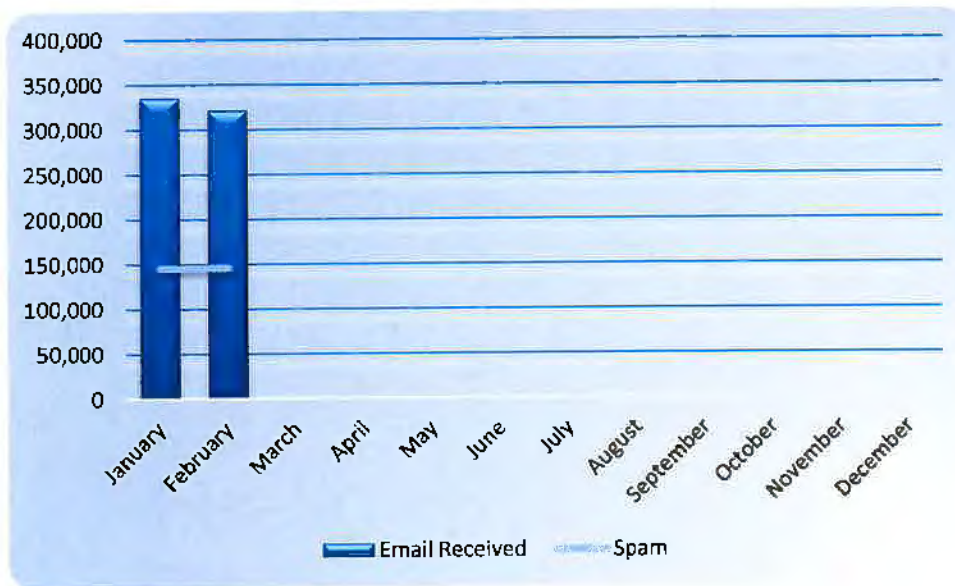
External parties attacked the Village network 62766 times during the month of February.

Attack Volume with 5 Most Active IP Addresses

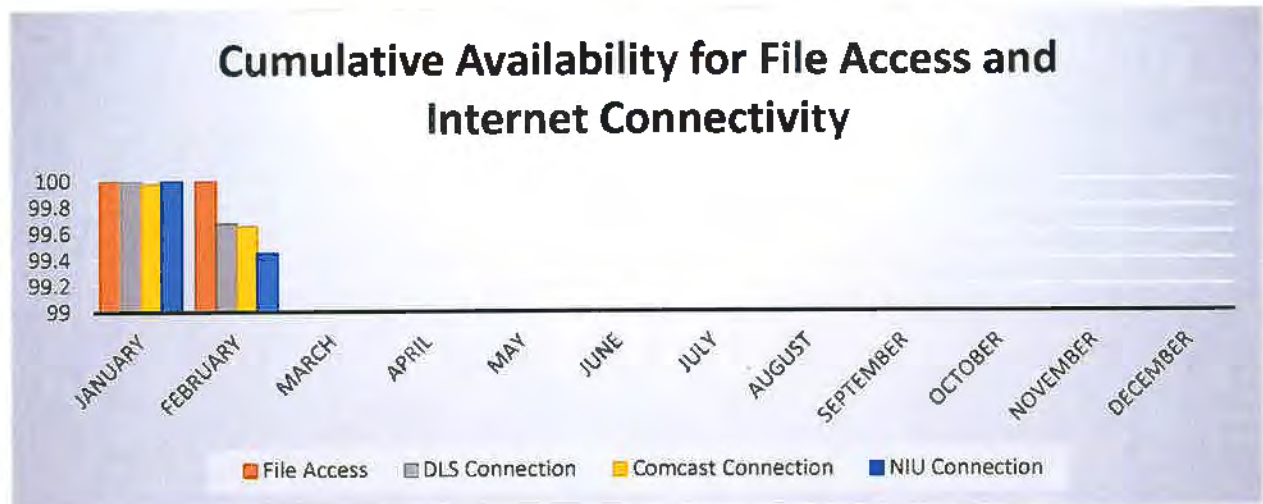
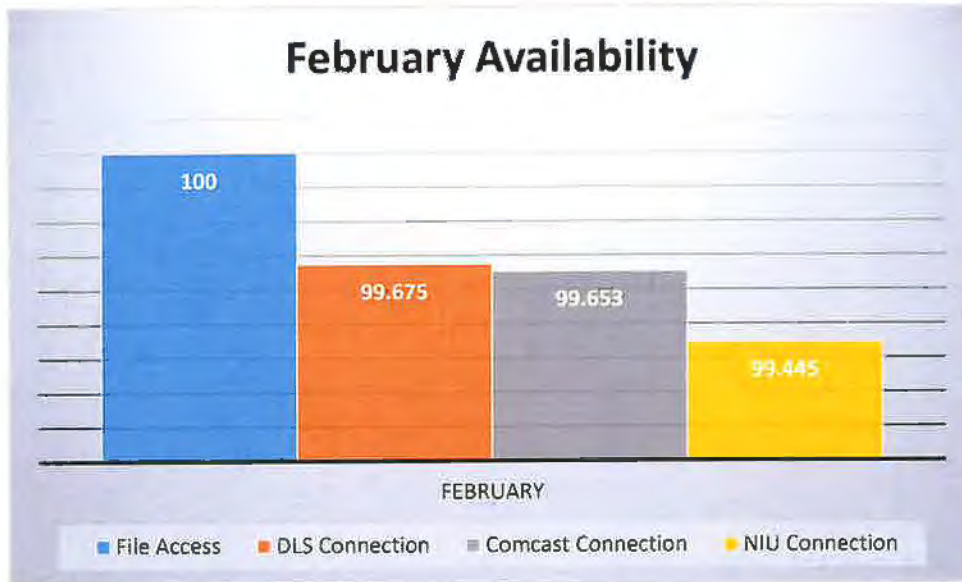


Email Spam Report

Month	Email Received	Spam	Percent Spam
January	335,178	145,017	43%
February	321,351	145,800	45%
March			0%
April			0%
May			0%
June			0%
July			0%
August			0%
September			0%
October			0%
November			0%
December			0%
Total	656,529	290,817	44%



File Access and Internet Availability



Phishing Security Test Report



Phishing Security Test Report

01/25/2022 - 03/04/2022

Campaign: Monthly Test

13 recipients, 1 click, 1 bounce, and 1 failure. 100% success rate. 100% success rate. 100% success rate.

Groups: All users

Statistics See report at <https://training.knowbe4.com>

0.9% Phish-prone Percentage	347 Recipients	344 Deliveries	3 Clicks	0 Attachment Opened	0 Data Entered	0 Other Failures	3 Bounces
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Phish-prone Percentage is calculated from the total number of phishing test failures divided by the number of emails delivered.

Clicks by day



Phishing Email Sent See report at <https://training.knowbe4.com>


Phishing email was sent to **347** recipients. Each recipient received a different email. Go to this Phishing Security Test's [users](#) page to see which user received which email.

Fred Besenhoffer, Director of Information Systems

VILLAGE OF HOFFMAN ESTATES

Memo

TO: Finance Committee

FROM: Daniel P. O'Malley, Deputy Village Manager/Owner's Rep.-NOW Arena 

RE: **OWNER'S REPRESENTATIVE MONTHLY REPORT
MARCH 2022**

DATE: March 23, 2022

1. Following the State's lead, Cook County ended its mask mandate and proof of vaccine policy for indoor events at the end of February. The State had previously announced easing restrictions on statewide mask mandates for indoor settings effective 2-28-22. These easing restrictions have had a positive impact on arena event attendance. The State continues to show a favorable trend for COVID-19 metrics.
2. Village and Arena staff continue to work on the Federal Shuttered Venue Operators Grant (SVOG) program and are still waiting for the SBA portal to open to allow for the filing of our grant submittal. To date, we have still not received the notice to proceed with closing out this grant. We will continue to monitor...and wait patiently.
3. The Levy Food Service contract extension is scheduled for the March 28 Finance Committee.
4. Discussions continue with Ticketmaster on an amendment to their contract to include the use of new ticketing software (Archtics). Anticipate this issue to be presented to the Finance Committee in April.
5. Continue working with Any Frain regarding an amendment to their contract to coincide with the State Parking Excise Tax language. This item is anticipated to come before the Finance Committee at a future meeting as we continue to monitor the progress of SB 217.
6. Started discussions with the Arena GM and Levy Food Manager regarding Point of Sale (POS) system replacement. The POS is the hardware/software system used for food/beverage purchased by patrons at the arena. The current POS system is nearing end of useful life and will no longer be supported at the end of 2023.
7. The Board approved capital projects continue to proceed. Materials have been ordered for the rooftop units and IT switches. These projects are scheduled to begin later this spring once materials arrive.
8. Continue to work with the Village's Lobbyist and Assistant Corporation Counsel regarding the 2020 State Parking Excise Tax. SB 217 was passed by the House, but not by the Senate and staff will continue to monitor its progress.

9. Conducted bi-weekly meetings with Public Works Facilities and Arena staff regarding building and maintenance items.
10. Have regular contact with Ben Gibbs, General Manager to discuss operational items and events at the arena.

Attachment

cc: Ben Gibbs, General Manager (Spectra)

Now Arena
General Manager Update
MARCH 2022

Event Highlights	Notes
March 4/5: Excision March 12/13: Trolls Live! March 16: WCB March 20: WCB March 23: WCB March 25: WCB March 27: WCB	
Finance Department	
General	Arena finished February financials.
Monthly Financial Statement	Building Event Revenue YTD: \$106,932
	Building Sponsor/Other Revenue YTD: \$23,148
	Building Expenses YTD: \$425,965
	Building Income YTD: (\$295,886) vs. YTD Budget (\$298,156)
Operations Department	
General	Preparing Village Green for Hideaway Brew Garden season.
Positions to Fill	Director of Operation - Currently Open Position
Third Party Providers	N/A
Village Support	Reviewing various vendor bids for Retractable Seating Replacement.
Events Department	
General	Working on event prep for King and Country, Cheer, Showfest, Grads. Reviewing cleaning RFP.
Positions to Fill	N/A
Marketing Department	
General	Supporting Windy City Bulls campaign along with For King and Country and Hideaway Brew Garden.
Positions to Fill	N/A
Group Sales Department	
General	Group sales will be handled by a third party company.
Box Office Department	
General	Working on putting luxury suites on Ticketmaster, building circus event for December.
Food & Beverage Department	
General	Continue recruitment of part-time staff and preparing for upcoming busy summer event schedule. Evaluating point-of-sale systems for possible capital project.
Premium Seating Department	
General	Working to put individual suite sales on Ticketmaster with supporting marketing campaign.
Positions to Fill	N/A
Sponsorship Department	
General	Concentrating on unsold categories including insurance and liquor
Monthly Financial Statement	Corporate Sales: \$23,271
	Suites Sales: (\$1,469)
General	
Capital Improvements/Repairs	Additional capital projects are being investigated based on possible grant disbursements related to the Shuttered Venue Grant program via the Small Business Administration.