

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

Village of Hoffman Estates

Finance Committee Meeting Agenda

December 12, 2022

Immediately Following Public Health & Safety

Village Hall, 1900 Hassell Road, Hoffman Estates, IL 60169

I. Roll Call

II. Approval of Minutes -November 28, 2022

NEW BUSINESS

1. Request Approval of:
A: the 2023 Renewal of the Property and Casualty Insurance Program through the Suburban Liability Insurance Pool (SLIP); and
B: the 2023 Renewal of the Village's worker's compensation, underground storage tank and liquor liability coverages through Alliant/Mesirow Insurance Services.
2. Request approval of a 20-year extension to an existing communications antenna license at 4690 Olmstead (water tower) with Chicago SMSA Limited Partnership (d/b/a Verizon Wireless).
3. Request authorization of an extension to an Employee Leasing Agreement with GovTemps USA, LLC, for Civil Engineer staff services at a rate of \$84 per hour.
4. Request authorization to enter into a consulting services agreement for Phase 0 and 1 of the Enterprise Resource Planning Project with Plante Moran in the amount of \$39,560, with optional process mapping services in the amount of \$11,500, for a total not to exceed amount of \$51,060.
5. Request authorization to award a contract for the 2023 Northwest Fourth Fest fireworks display to Pyrotecnico Fireworks, Inc., New Castle, PA in an amount not to exceed \$40,250.

REPORTS (INFORMATION ONLY)

1. Finance Department Monthly Report (request for deferral)
2. Information Technology Department Monthly Report
3. NOW Arena Monthly Report (request for deferral)

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

November 28, 2022

I. Roll call

Members in Attendance:

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

Members Absent:

Karen Mils, Trustee

**Management Team Members
in Attendance:**

**Eric Palm, Village Manager
Dan O'Malley, Deputy Village Manager
Art Janura, Corporation Counsel
Joe Nebel, Director Public Works
Monica Saavedra, Director HHS
Darek Raszka, Director of IT
Greg Poulos, Assistant Police Chief
Alan Wax, Fire Chief
Rachel Musiala, Director of Finance
Alan Wenderski, Village Engineer
Ric Signorella, CATV Coordinator
Sarah Marcucci, EMA Coordinator**

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

II. Approval of Minutes – October 24, 2022

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve the Finance Meeting minutes from October 24, 2022. 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.

The NOW Arena Monthly Report was received and filed.

I. President's Report – Mayor updated the Board on his activities 11/21 – 11/28.

II. Other – Happy Birthday to Mayor McLeod

III. Items in Review

IV. Adjournment

Motion by Trustee Arnet, seconded by Trustee Gaeta to adjourn the meeting at 7:02 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

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

Date

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: REQUEST APPROVAL OF:

A: THE 2023 RENEWAL OF THE PROPERTY AND CASUALTY INSURANCE PROGRAM THROUGH THE SUBURBAN LIABILITY INSURANCE POOL (SLIP); AND

B: THE 2023 RENEWAL OF THE VILLAGE’S WORKER’S COMPENSATION, UNDERGROUND STORAGE TANK AND LIQUOR LIABILITY COVERAGES THROUGH ALLIANT/ MESIROW INSURANCE SERVICES.

DATE: DECEMBER 12, 2022

COMMITTEE: FINANCE COMMITTEE

FROM: KEN KOOP, RISK MANAGER
DAN O’MALLEY, DEPUTY VILLAGE MANAGER
PATRICK SEGER, DIRECTOR OF HRM

PURPOSE: To request approval to renew the Village’s existing property and casualty insurance program, including cyber risk, through the Suburban Liability Insurance Pool (SLIP) expiring January 1, 2023. In addition, request approval to renew the Village’s worker’s compensation, underground storage tank and liquor liability coverages through Alliant/Mesirow Insurance Services.

BACKGROUND: In 2018, the Village Board approved an intergovernmental pooling agreement with the Suburban Liability Insurance Pool (SLIP) to insure all insurance coverages except worker’s compensation, underground storage tank and liquor liability. Arthur J. Gallagher Risk Management Services Inc. (AJG) is the administrator of the insurance pool.

For the coverages not included with the pool, the Village has utilized Alliant/Mesirow Insurance Services to market and provide quotes for worker’s compensation, underground storage tank, and liquor liability excess insurance coverages.

In 2021 the Village Board approved The Illinois Public Risk Fund to provide worker’s compensation insurance coverage to the Village due to the consistently unfavorable renewal terms received by standard carriers in previous years.

DISCUSSION:

SLIP POOL:

The Village of Buffalo Grove, City of Highland Park, Village of Elk Grove, and the Village of Hoffman Estates are the founding members of SLIP. The pool was created to accommodate each member's individual insurance needs, while providing lower overall fixed costs and premiums.

COVERAGE STRUCTURE: The Village's SLIP coverage structure will remain similar to the existing program.

The pool provides the first layer of coverage which is a protected self-insured loss fund that attaches above each individual member's self-insured retention. Each member annually contributes to the loss fund to cover losses within that layer of coverage. There is also a one million dollar stop loss insurance policy that would pay losses if the loss fund is depleted. This layer of coverage protects each member from losses in excess of the current loss fund. To the member's benefit, if the loss fund is not depleted in a given year, the member retains these unused funds. This is the case currently with the 2019, 2020, 2021 and 2022 claims experience. To date, the Village's \$446,992 contribution to the 2019, 2020, 2021 and 2022 SLIP loss funds has only been depleted by \$43,800 due to pool losses.

The actuaries have determined that the pool's loss fund will increase for 2023. If the pool were to realize losses in excess of the amount funded, the membership would be required to fund the remainder of the unfunded loss fund above the \$1,000,000 stop loss coverage. This is a minimal risk that could potentially be funded by rolling over a portion of the mature loss funds from prior years or by using the insurance fund reserves.

In addition, there are excess commercial insurance layers of coverage for losses that are in excess of the pool's retention layer. The final layers of coverage are two commercial excess insurance policies that are in place for losses above the pool's self-insured retention.

Please see the attached exhibit for a visual description of the pool structure for the various layers of coverage and corresponding limits.

2023 Renewal: Premium and Limit Considerations

Excluding cyber liability, the Village will realize a 12.25% or \$80,510 increase in insurance costs for the 2023 SLIP renewal. This is mainly due to three factors. First, upon actuarial review of the pool's matured loss experience, the excess carrier has required that the loss fund contribution be increased \$20,036 from the previous year's level. Again, although the Village has increased its loss fund contribution, if the pool's losses do not reach that layer of coverage (loss fund) the

Village will be able to retain all or part of the contribution once all 2023 losses are closed out.

Secondly, the increase in premium is due, in part, to an increase in the Village's property values. SLIP conducts formal appraisals of all insured properties every 5 years. There is a market increase added to the Village's property values annually to prevent large increases in property values as a result of the next formal appraisal. There is a \$13,429 increase in premium due to the increase in property values in 2023.

Lastly, there was an increase in overall premiums due to the continued hardening of the insurance market in 2022. It should be noted that the national and global excess liability markets have hardened substantially over the past several years, and continue to do so. The main reasons for these insurance market conditions are due to COVID-19's impact, increase in police liability claims and costs in Cook County, and economic conditions that have significantly impacted the insurance industry. The majority of the pool's premium increase is due to the excess general liability market. The Village realized an increase of 8.4% for this line of coverage, which reflected in an increase in the Village's 2023 premium of \$62,021.

Cyber Liability Coverage

The cyber liability insurance market has continued to harden in the past year. As a result, the pool has moved carriers to Traveler's Insurance Company for more favorable terms. All carrier's in the market space are now requiring considerable loss control requirements in order to offer coverage. The Village has complied with these requirements in order to bind the 2022 coverage. One of the most significant requirements was to implement multi-factor authentication (MFA). The Village has implemented this requirement in 2021 in order to qualify for cyber liability insurance coverage in 2022. Other cyber loss control measures are being implemented as well, including annual training on cyber liability. Unfortunately, due to the hardening market, premiums for this line of coverage have increased extensively. The Village's 2023 premium for cyber coverage has increased \$18,814 or 42%. The total premium for cyber coverage for 2023 is \$43,878.

The total premium cost to the Village for the renewal of the Villages SLIP program is \$737,820, an increase of 12.25% from the prior year plus the cyber premium of \$43,878 totaling \$781,698.

Please see the attached exhibits for a visual description of the specific renewal costs by coverage for the pool.

NON-SLIP COVERAGES:

There are three insurance coverages that are not included in the SLIP program. Liquor liability, Underground Storage Tank and Worker's

Compensation coverages are proposed to be placed with Alliant/Mesirow Insurance Services.

Liquor Liability/Underground Storage Tank

The market has been tested by the broker and as a result, there were no competitive quotes from non-incumbent carriers and there is a flat renewal (little to no premium increase) for the liquor liability coverage and underground storage tank coverage premiums.

Worker's Compensation/Illinois Public Risk Fund (IPRF)

Alliant/Mesirow Services has marketed this line of coverage this year and found that there are no other insurance quotes that are competitive to the Villages existing program with IPRF.

IPRF was established in 1985 due to the hard market conditions at the time. It is a municipal risk pool that provides worker's compensation coverage exclusively, to its 600+ members. It is rated AAA by Demotech who rates insurance pools. This is the highest rating available. Interestingly enough, the pool is reinsured by Safety National, which is the Village's previous carrier.

IPRF provides a litany of loss control and safety related training materials and services that are included in the premium. Third party claims administration (TPA) services are included in the premium as well.

A review of the pools' bylaws reveals that if a member decides to leave the pool, only a 90-day notice of separation is required. This would allow the Village to easily market this line of coverage and if as a result, the Village decides not to withdraw from the pool, IPRF would simply require the Village to rescind the notice of separation to continue in the pool. This provides the Village a great deal of flexibility with marketing this line of coverage. The Village is essentially not locked into the pool for any duration past the policy period, unlike most municipal risk pools. As a result of the favorable IPRF terms for 2023, the Village did not need to provide notice of separation to the pool in 2022.

The total premium cost for worker's compensation coverage for 2023 is \$133,460, a 4.7% or \$6,037 increase from the prior year. This reflects favorable renewal terms the Village has not realized in well over a decade.

IPRF has also offered a Safety Grant in the amount of \$1,354.00, which can be used to reimburse the Village's expenses related to the safety program and in turn offset the premium expense.

Please see the attached exhibits for the actual renewal costs for each coverage.

FINANCIAL IMPACT: The SLIP renewal recommendation presented below represents a 12.25% or \$80,510 increase in the overall cost for the package program as compared to the Village's expiring program. This is mainly due to the increase in excess liability and property premiums and increased exposure.

The cyber premium recommendation of \$43,878 reflects an increase of 42% or \$18,814.

There is also a 4.7% or \$6,245 increase in premium for the purchase of the three lines of coverage outside the IPRF through Alliant/Mesirow Insurance Services

The recommendations herein for these expenses will be completely funded by the approved FY23 budget along with insurance fund reserves.

RECOMMENDATIONS:

A: SLIP Renewal

Approval of the renewal of the SLIP coverage package for the cost of \$737,820 plus the Cyber Liability premium of \$43,878, totaling \$781,698 for the policy term 1/1/23 through 1/1/24.

B: Alliant/Mesirow Insurance Services Renewal

Approval of the renewal of the Liquor liability, Underground Storage Tank, and Worker's Compensation coverages for a total fixed cost of \$138,722 for the policy term of 1/1/23 through 1/1/24 for Liquor liability and Underground Storage Tank coverages and policy term 12/31/22 through 12/31/23 for the worker's compensation coverage.



SUBURBAN LIABILITY INSURANCE POOL

2023-2024 PROPERTY/CASUALTY ENHANCED PROGRAM COST COMPARISON

Municipality: Village of Hoffman Estates

FIXED COSTS	2022-2023 EXPIRING	2023-2024 PROPOSED ⁽¹⁾	2023-2024 MAXIMUM COST ⁽²⁾
Package Premium (Included General Liability, Auto Liability, Garage Liability, Police Professional and Crime)	\$143,129.00	\$161,484.00	\$161,484.00
Stand-Alone Terrorism	\$7,385.00	\$9,140.00	\$9,140.00
Excess Property	\$61,654.00	\$75,083.00	\$75,083.00
Boiler & Machinery	\$7,756.00	\$8,213.00	\$8,213.00
Excess Crime	\$3,872.00	\$3,872.00	\$3,872.00
Excess Liability – 1 st Layer (\$5M XS \$2M)	\$156,907.00	\$168,551.00	\$168,551.00
Excess Liability – 2 nd Layer (\$5M XS \$7M)	\$82,982.00	\$95,497.00	\$95,497.00
CCMSI Claims Administration Fee	\$25,627.00	\$29,832.00	\$29,832.00
Gallagher Administration/Brokerage Fee	\$42,840.00	\$43,697.00	\$43,697.00
Total Fixed Costs	\$532,152.00	\$595,369.00	\$595,369.00
% Change		11.88%	

VARIABLE COSTS	2022-2023 EXPIRING	2023-2024 PROPOSED ⁽¹⁾	2023-2024 MAXIMUM COST ⁽²⁾
Loss Fund	\$122,496.00	\$142,532.00	\$142,532.00
Operating Costs	\$2,662.00	(\$81.00)	(\$81.00)
Total Variable Costs	\$125,158.00	\$142,451.00	\$142,451.00
% Change		13.82%	

ADDITIONAL FIXED COSTS	2022-2023 EXPIRING	2023-2024 PROPOSED ⁽¹⁾	2023-2024 MAXIMUM COST ⁽²⁾
Excess Liability – 3 rd Layer (if applicable) (\$1M XS \$12M) ⁽³⁾	Did not buy	Did not buy	Did not buy
Cyber Liability ⁽⁴⁾	\$25,064.00	\$43,878.00	\$43,878.00

Total Program Costs Due January 1, 2023-2024 (excluding Cyber and 3rd Layer Excess)	\$737,820.00	12.25%
Total Program Contribution on a Maximum Cost Basis (excluding Cyber and 3rd Layer Excess)	\$737,820.00	

STATISTICAL INFORMATION	2022-2023 EXPIRING	2023-2024 PROPOSED	% Change
Total Insurable Values (Includes Auto Physical Damage)	\$251,648,964.65	\$291,815,492.65	15.96%
Payroll	\$35,865,420	\$37,902,340	5.68%
Miles of Road	161	161	0.00%
Population	51,895	52,540	1.24%
Vehicles	210	218	3.81%

⁽¹⁾Proposed Cost based on Loss Fund of \$686,500

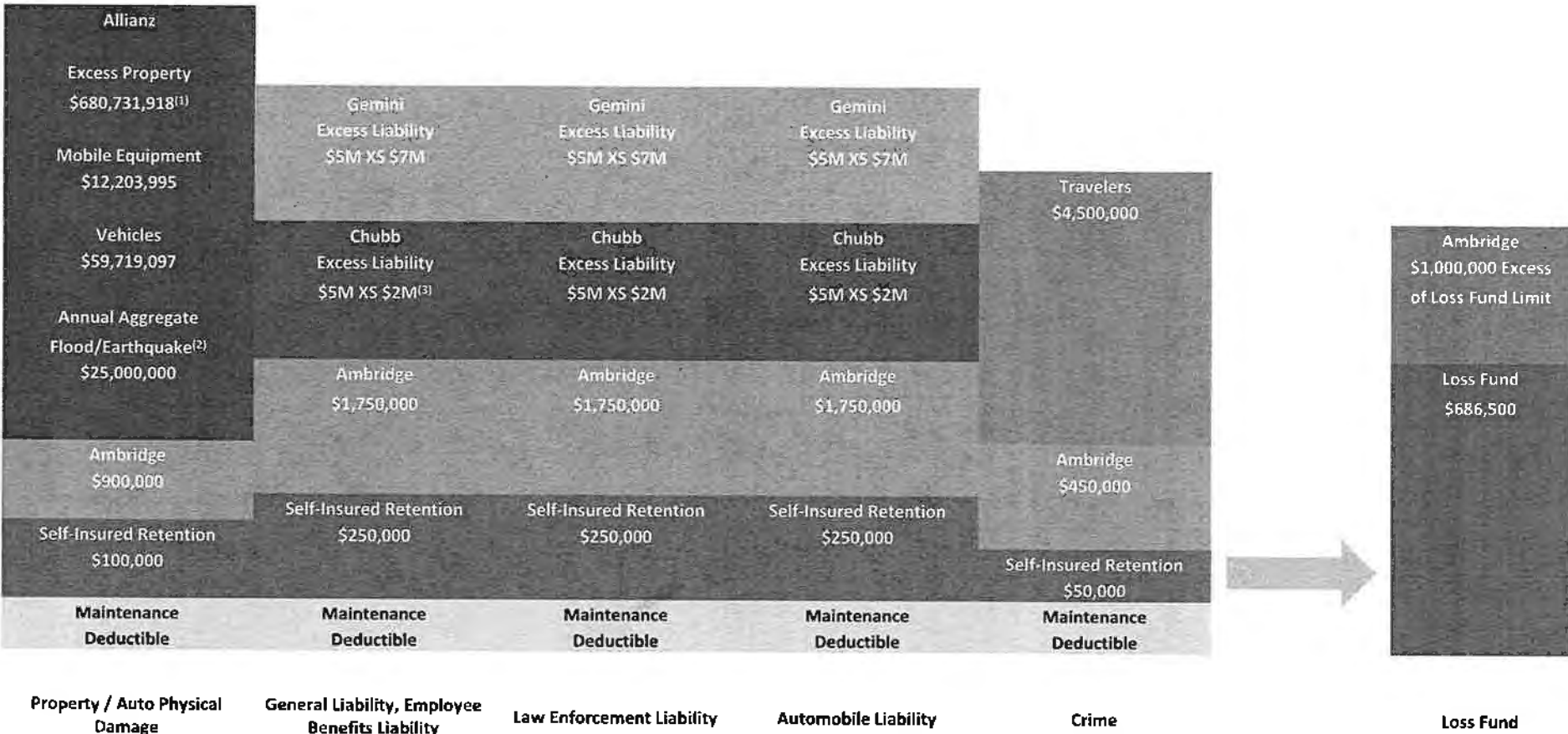
⁽²⁾Maximum Cost based on Loss Fund of \$686,500

⁽³⁾Third Layer Excess Liability purchased individually, if applicable

⁽⁴⁾Cyber Liability purchased individually

Proposed Structure Graph – As Expiring (Ambridge)

As of 11/28/2022



Note: The SIR is a per occurrence retention. Only one retention applies in the event of a multiple coverage part loss.

- (1) Various Sub-limits may apply.
- (2) Sublimit of \$10,000,000 applicable to certain locations
- (3) Sexual Abuse sub-limit of \$2M



Village of Hoffman Estates - Premium Summary

Excess Workers Compensation

	Expiring	Renewal - Opt 1	Renewal - Opt 2	Renewal - Opt 3
Carrier	Illinois Public Risk Fund	Illinois Public Risk Fund	Arch Insurance	Safety National
SIR /Deductible	\$500,000 deductible	\$500,000 deductible	\$750,000 police/fire - \$650,000 all other	\$650k all other /\$750k for presumptive claims
Employers Liab. Limit	\$ 3,000,000	\$ 3,000,000	\$ 1,000,000	\$ 2,000,000
Payroll	\$ 34,169,070	\$ 35,218,579	\$ 35,218,579	\$ 35,218,579
Premium	\$ 127,423	\$ 133,460	\$ 146,685	\$ 172,554
Safety Grant	\$ 3,186	\$1,354	N/A	N/A
Notes				
Liquor Liability				
	Expiring	Renewal - Opt 1	Renewal - Opt 2	
Carrier	Lloyds of London	Lloyds of London	Westchester	
SIR /Deductible	None	None	None	
Premium	\$1,500	\$1,500	\$2,000	
Underground Storage Tank				
	Expiring	Renewal - Opt 1	Renewal - Opt 2	
Carrier	Ironshore	Ironshore	Crum Forster	
SIR /Deductible	\$ 75,000	\$ 75,000	\$ -	
Premium	\$ 3,534	\$ 3,762	\$ 3,500	
Limit	\$ 1,000,000	\$ 1,000,000	\$ 20,000	
Retro Date	1/1/2013	1/1/2013	1/1/2013	

1. Other markets approached: AWAC, AIG, Berkley, Chubb - declined as they cannot write tanks 30 years or older

2. The UST premiums do not include TRIA

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Verizon Wireless Antenna License Agreement at 4690 Olmstead

MEETING DATE: December 12, 2022

COMMITTEE: Finance

FROM: Rachel Musiala, Director of Finance

REQUEST: Request approval of a 20-year extension to an existing communications antenna license at 4690 Olmstead (water tower) with Chicago SMSA Limited Partnership (d/b/a Verizon Wireless).

BACKGROUND: In 1997, the Village first approved a license agreement with Verizon Wireless to install cellular antennas on the water tower at 4690 Olmstead. That approval was for five years plus four, five-year automatically renewing terms. Executed on April 22, 1997, the licenses has since expired as of April 22, 2022 but the Village has been working with Verizon over the last few months to extend the arrangement as Verizon has determined that this continues to be a desirable antenna location for its future coverage needs.

DISCUSSION: The new license will allow the antennas to remain on the tower for an initial five-year term through April 21, 2027 followed by three additional five-year terms. The new agreement would become effective April 22, 2022 and go through April 21, 2042 if all option terms are renewed.

The proposed license has been revised with updated language acceptable to Verizon and the Village based on guidance from Corporation Counsel and Assistant Corporation Counsel.

FISCAL IMPACT: The license fee in the new agreement follows the methodology that the Village Board has adopted for recent license agreements, starting at \$6,155.48 per month (paid annually) and increasing by five percent per calendar year thereafter through the life of the agreement. This rate will be paid retroactively back to April 22, 2022. Over the life of the new Antenna License, the Village is projected to receive in excess of \$2.6 million, assuming the option terms are exercised.

RECOMMENDATION: Request approval of a 20-year extension to an existing communications antenna license at 4690 Olmstead (water tower) with Chicago SMSA Limited Partnership (d/b/a Verizon Wireless).

Attachment

**EXISTING COMMUNICATIONS ANTENNA LICENSE
RENEWAL AGREEMENT (4690 OLMSTEAD WATER TOWER)**

THIS EXISTING COMMUNICATIONS ANTENNA LICENSE RENEWAL AGREEMENT (4690 OLMSTEAD WATER TOWER) (this "**License**") is entered into this _____ day of _____, 2022, ("**Effective Date**") by and between the VILLAGE OF HOFFMAN ESTATES, an Illinois municipal corporation ("**Village**"), as licensor, and Chicago SMSA Limited Partnership, an Illinois limited partnership, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("**Licensee**") as licensee. Village and Licensee are at times collectively referred to as "**Parties**" or individually as a "**Party**".

Recitals

WHEREAS, Village owns the parcel of land located at 4690 Olmstead Drive, Hoffman Estates, Illinois 60192 (the "**Land**"), together with the water tower (the "**Tower**") located on the Land. The Land and the Tower are at times collectively referred to as the "**Property**".

WHEREAS, Village and Licensee previously entered into that certain Lease Agreement dated April 21, 1997 known by Licensee as contract number 27842 ("**Existing Agreement**") granting Licensee a lease to construct and maintain an equipment enclosure on the Land and to place certain wireless communications facilities upon the Tower, together with a non-exclusive easement for utilities and ingress and egress for access thereto.

WHEREAS, pursuant to the Existing Agreement, Licensee has in place a wireless communications facility upon the Tower, which includes the placement of antennas, lines and cables on the Tower, with the accompanying electronic equipment cabinets located on a portion of the Land (collectively, the "**Existing Equipment**").

WHEREAS, Village and Licensee desire to terminate and replace the Existing Agreement in its entirety and thereby allow the Licensee to continue to maintain and operate its Existing Equipment on the Land and upon the Tower, as the case may be, in accordance with the terms and conditions stated herein.

Agreement

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this License, Village and Licensee agree as follows:

1. Recitals. The above recitals are hereby incorporated into and made a part of this License.
2. Existing Agreement. Effective as of April 22, 2022, the Existing Agreement is terminated and of no further force or effect. Licensee shall receive credit for any rent paid pursuant to the Existing Agreement, which shall apply to rental obligations under this License.
3. License of Premises. Subject to the terms and conditions set forth herein, the Village hereby licenses to Licensee and Licensee licenses from Village, the approximately 290

square feet of the Land and the space on the Tower as described in the site plans approved by the Village and attached hereto as **Exhibit A**, together with the easements for access and utilities as set forth in Section 7 and Section 8 herein (the "**Premises**").

4. Term. The initial term of this License shall be the period commencing on April 22, 2022 and terminating at midnight on April 21, 2027 (the "**Initial Term**"). The word "**Term**" refers to both the Initial Term and any Renewal Term (as defined below). Licensee shall have the right to extend this License for three (3) additional, five-year terms (each a "**Renewal Term**"). Each Renewal Term shall be on the same terms and conditions as set forth herein. This License shall automatically renew for each successive Renewal Term unless Licensee notifies the Village, in writing, of Licensee's intention not to renew this License, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

5. Permitted Use.
 - (a) Licensee, its personnel, invitees, contractors, agents, its authorized sublicensees, or authorized assigns ("**Authorized Users**") may use the Premises only for the transmission and reception of any and all communications signals and for the construction, installation, operation, maintenance, replacement, upgrade and repair of Licensee's Facilities (as herein defined) (collectively, the "**Permitted Uses**") and for no other use. "**Licensee's Facilities**" means the radio communications facilities, including Existing Equipment, utility lines, transmission lines, equipment shelters, electronic equipment, radio transmitting and receiving antennas, microwave dishes and global positioning system antennas, and supporting structures thereto installed, owned and operated by an Authorized User. Licensee shall, at its expense, comply with all applicable present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of the Premises.

 - (b) Licensee shall have the right to modify, supplement, replace with "like for like" equipment, enhance, upgrade, or refurbish Licensee's Facilities, or relocate the same within the designated Premises at any time during the Term of this License to the extent that such changes do not differ from Exhibit A. Notwithstanding anything to the contrary, Licensee shall obtain all necessary governmental and other use permits or approvals including those required by the Municipal Code of Hoffman Estates. Licensee shall provide Village with no less than three (3) days prior written notice before commencing any work described herein.

 - (c) Village shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing Permitted Uses. If Village does not comply with the terms of this Section 5(c), in addition to any other rights it may have

at law, after providing Village with written notice and an opportunity to cure, Licensee may terminate this License and shall have no further liability to Village.

- (d) Prior to any material changes of Licensee's Facilities permitted by this License, Licensee, at its sole cost and expense, shall provide Village with a structural report of the Tower prepared by an Illinois-licensed and certified structural engineer.

6. Interference and Testing.

(a) Licensee shall not use the Premises or Licensee's Facilities in any way which interferes with the use of any portion of the Property by Village, or by lessees or licensees of Village with rights in any portion of the Property provided that such lessees' or licensees' installations or uses predate the Licensee's recording of a Memorandum of License as to the Premises. Similarly, Village shall not use (other than for public safety purposes) nor shall Village permit its lessees, licensees, grantees, employees, invitees or agents to use (other than for public safety purposes) any portion of the Property in any way which materially interferes with the operations of Licensee. Such interference shall be deemed a material breach by the interfering Party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured Party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this License immediately upon written notice.

(b) The Tower is in use and will be during the Term. If required for the operation, use, maintenance, repair or replacement of the Tower, Licensee shall, upon thirty (30) days prior written notice, temporarily cease or modify its operations on the Premises as directed by Village, in order to protect the health, safety and welfare of workers or other persons on the Property. In particular, Licensee shall shut down all or a part of Licensee's Facilities whenever Village or its contractors, employees or agents will be working on the Tower portion of the Premises on which Licensee's Facilities are located.

7. Access. Authorized Users shall have access to the Premises without notice to Village twenty-four (24) hours a day, seven (7) days a week, at no charge. Village grants to Authorized Users a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit A. Licensee shall provide written notice to Village no less than seven (7) days prior to going upon

the Tower. Licensee agrees to protect the integrity and security of Village's property by strictly adhering to all ingress and egress procedures which may be established by the Village. In case of an emergency, Authorized Users may access the Premises without prior notice to Village, but shall inform Village as soon as practicable of the access. Where access to the Tower is required in an emergency, Authorized Users shall inform the Village's Public Works Department by contacting (847) 490-6800 prior to accessing the Tower. If Village fails to provide the access granted by this Section 7, such failure shall be a default under this License.

8. Utilities. Licensee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Licensee shall maintain, at its sole cost and expense, separate utility service from any utility company that will provide service to the Property. Any easement necessary for such power or other utilities will be at a location acceptable to Village and servicing utility company. Village will grant ingress and egress over the Land in a location reasonably acceptable to Village, from an open and improved public road to the Property to any service company providing utility or similar services, including electric power and telecommunications to Licensee, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Property.
9. License Fee. Licensee shall pay Village, as the annual license fee, the amounts shown on **Exhibit C** attached hereto ("**License Fee**") during the Term. Except as otherwise provided in this License, the License Fee for any fractional year at the beginning or end of the Term shall be prorated. The License Fee shall be due and payable within thirty (30) business days of the Effective Date and on January 1st of each year thereafter during the Term. Payment shall be made to the Village at 1900 Hassell Road, Hoffman Estates, Illinois 60169, ATTN: Village Finance Director. With the consent of the Village, such consent not to be unreasonably withheld, conditioned or delayed, the Licensee may arrange for payments to be made by other means, including electronic funds transfer. Any License Fee not paid within ten (10) days of the due date shall be assessed a 5% late fee and shall bear interest at 2% per month or (if less) at the highest rate allowed by law.
10. Surrender of Possession. Within one hundred twenty (120) days following the last day of the Term, or on the sooner termination of this License, Licensee, at its sole expense, shall remove Licensee's Facilities and any additional equipment, antennas, lines, cables, equipment support structures or any of the like and then shall restore and return the Premises to Village in the same condition as they were prior to the Existing Agreement, reasonable wear and tear excepted, including removing any footings, foundations and concrete constructed by Licensee to a depth of two feet below grade.

If Village requests in writing that Licensee not remove all or a portion of the improvements, title to said improvements shall thereupon transfer to Village, and thereafter the improvements shall be the sole and entire property of Village, and Licensee shall be relieved of its duty to otherwise remove same. Any of Licensee's Facilities or other personal property, equipment or other improvements which are not removed prior to termination of this License shall become the property of Village, at Village's option. Notwithstanding any other provision of this License, Licensee's obligation to pay the License Fee hereunder, including as provided in **Section 11**, shall continue until Licensee has complied with this **Section 10**.

11. Holdover.

(a) In the event Licensee remains in possession of the Premises after expiration of this License, and without the execution of a new license, but with Village's written consent, Licensee shall be deemed to be occupying the Premises as a licensee from month to month, subject to all the provisions, conditions, and obligations of this License insofar as the same can be applicable to a month-to-month tenancy; provided, however, that the License Fee under Section 9 shall be at 150% of the then License Fee, prorated and paid monthly in advance.

(b) In the event Licensee remains in possession of any or all of the Premises (including abandoning any part of Licensee's Facilities) after expiration of the Term, without the execution of a new license and without Village's written consent, Licensee shall be deemed to be occupying the Premises without claim of right, and Licensee shall pay Village for all costs, including reasonable attorneys' fees, arising out of loss or liability resulting from delay by Licensee in so surrendering the Premises as provided herein and, in addition, shall pay as a charge for each day of occupancy, an amount equal to 150% of the then applicable License Fee.

12. Early Termination. Licensee may terminate this License at any time with ninety (90) days prior written notice to Village. In the event of termination pursuant to this Section, Licensee shall not be entitled to any refund or rebate of any License Fee previously paid or otherwise due and, in addition to any other requirements under this License, Licensee shall pay the Village an early termination fee in an amount of six (6) months of the then applicable License Fee. The early termination fee is not a penalty, but rather a charge to compensate the Village for Licensee's failure to satisfy the terms of this License.

13. Use by Other Providers.

(a) Except as otherwise provided in this License, the Premises and Licensee's Facilities may only be used by Licensee, unless otherwise agreed to in writing by Village.

(b) This License does not restrict or prevent Village from leasing or licensing other portions of the Property to any other party for any purpose.

14. Termination. Except as otherwise provided herein, this License may be terminated, without any penalty or further liability, as follows:

- (a) by Village, upon twelve (12) months' prior written notice by Village to Licensee, if Village reasonably determines that the Premises is obsolete for municipal water distribution purposes and plans to demolish the Tower;
- (b) by Village, upon thirty (30) days' prior written notice by Village to Licensee, if Licensee fails to cure a default for payment of amounts due under this License within that thirty (30) day period;
- (c) by Village, upon thirty (30) days' prior written notice by Village to Licensee, if Licensee produces any interference to Village or public safety that cannot be resolved within the applicable notice period;
- (d) by Licensee, upon three (3) months' prior written notice by Licensee to Village, if, despite diligent effort by Licensee, Licensee is unable to obtain, maintain, or otherwise forfeits, cancels or has been canceled, or allows to expire without renewing any license (including, without limitation, a Federal Communications Commission "**FCC**" license), permit or governmental approval necessary for the installation and/or operation of Licensee's Facilities;
- (e) by Licensee, immediately upon written notice by Licensee to Village, if damage or destruction to the Premises or Licensee's Facilities substantially and adversely affects their effective use, and so long as such written notice is given to the Village no more than ninety (90) days following the date of such damage or destruction;
- (f) by Village, immediately upon written notice by Village to Licensee, if any part of the Property is damaged or destroyed and the Village determines not to rebuild or restore the Property;
- (g) by either Party, at the time title, or the right to control or to occupy the Premises or the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Premises or Property sufficient to render the Premises or Property unsuitable for Licensee's use. Village and Licensee shall each be entitled to pursue its own separate awards with respect to such taking. Sale of all or part of the Premises or Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation; or

- (h) by Village, upon thirty (30) days' prior written notice by Village to Licensee, if this License and/or Licensee's operations thereunder impair, increase the cost of or prevent financing (such as the issuance of bonds or revenue bonds, including bonds whose income is generally exempt from Federal income tax under the U.S. Internal Revenue Code), by Village or any municipal utility of which the Property is a part.
15. Termination by Licensee. Except as otherwise expressly provided in this License, Licensee is not entitled to proration, return or refund of any prepaid (or otherwise due but unpaid) License Fee if Licensee terminates this License.
16. Default and Right to Cure.
- (a) Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each Party shall have the right, but not the obligation, to terminate this License on written notice, to take effect immediately, if the other Party (i) fails to perform any material covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this License and fails to diligently pursue such cure to its completion after ninety (90) days' written notice to the defaulting Party.
- (b) Licensee shall be in default if it (i) fails to make any payment of License Fee or other sums to Village when due, and does not cure such default within thirty (30) days after receipt of written notice from Village of such failure; (ii) abandons the Licensee's Facilities or vacates the Premises; (iii) is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or (iv) if Licensee becomes insolvent.
- (c) In the event of a default beyond the applicable notice and cure periods, Village shall have the right, at its option, in addition to and not exclusive of any other remedy Village may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either:
- i. Declare this License at an end, in which event Licensee shall immediately remove the Facilities (and proceed as set forth in Section 10) and pay Village a sum of money equal to the total of (i) the amount of the unpaid License Fee accrued through the date of termination; (ii) the amount by which the unpaid License Fee reserved for the balance of the Term exceeds the amount of such rental loss to Village that could be reasonably avoided (net of the costs of such reletting); and (iii) any other amount necessary to compensate Village for all detriment proximately caused by Licensee's failure to perform its obligations under the License, or
 - ii. Without terminating this License, relet the Premises, or any part thereof, for the account of Licensee upon such terms and conditions as Village may deem advisable, and any monies received from such reletting shall be

applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due to Village hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Licensee shall pay Village any deficiency monthly, notwithstanding that Village may have received rental payments in excess of the rental stipulated in this License in previous or subsequent months, and Village may bring an action therefore as such monthly deficiency shall arise.

- (d) No re-entry and taking of possession of the Premises by Village shall be construed as an election on Village's part to terminate this License, regardless of the extent of renovations and alterations by Village, unless a written notice of such intention is given to Licensee by Village. Notwithstanding any reletting without termination, Village may at any time thereafter elect to terminate this License for such previous breach.
- (e) If suit shall be brought by Village for recovery of possession of the Premises, removal of Licensee's Facilities, for the recovery of any License Fee or any other amount due under the provisions of this License, or because of the breach of any other covenant, the Licensee shall pay to the Village all expenses incurred therefore, including reasonable attorney fees.
- (f) In the event of any default of this License by Licensee, the Village may at any time, after notice given as set forth in subsection (a) above, cure the default for the account of and at the expense of the Licensee. If Village is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney's fees in instituting, prosecuting or defending any action to enforce the Village's rights under this License, the sums so paid by Village, with all interest, costs and damages shall be deemed to be License Fee otherwise due and shall be added to the License Fee and shall be due from the Licensee to Village on the first day of the month following the incurring of the respective expenses.

17. Insurance.

- (a) During the Term, Licensee will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Licensee's CGL insurance shall

Include Village as an additional insured as its interest may appear. Such additional insured coverage: (i) shall be primary and noncontributory; and (ii) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors; and (iii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Village, its employees, agents or independent contractors. Licensee shall provide a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Effective Date.

- (b) Notwithstanding the foregoing, Licensee shall have the right to self-insure the coverages required in subsection (a). In the event Licensee elects to self-insure its obligation to include Village as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)): (i) Village shall promptly and no later than one hundred twenty (120) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Village shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) Village shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

18. Damage or Destruction. Village will provide written notice to Licensee of any casualty or other harm materially affecting the Premises within seven (7) days of the casualty or other harm. If Village terminates this License pursuant to Section 14(e), then Village agrees to permit Licensee to place temporary transmission and reception facilities on the Property, but only until such time as Licensee is able to activate a replacement transmission facility at another location for a period not to exceed six (6) months; notwithstanding the termination of this License, such temporary facilities will be governed by all of the terms and conditions of this License, including the License Fee. If Village or Licensee undertakes to rebuild or restore the Premises and/or the Licensee's Facilities, as applicable, Village agrees to permit Licensee to place temporary transmission and reception facilities on the Property at no additional fee until the reconstruction of the Premises and/or the Licensee's Facilities is completed.
19. Taxes. Licensee shall be solely responsible for and shall timely pay any personal property tax or real property tax, which is directly attributable to the leasehold estate, presence or installation on the Licensee's Facilities, or Licensee's presence or operations on the Property. Nothing herein shall require Licensee to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp,

documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Village. Failure to pay said taxes or fees when due is a material breach of this License. Village hereby grants to Licensee the right (with written notice to Village) to challenge, whether in a court, administrative proceeding, or other venue, on behalf of Village and/or Licensee, any personal property tax, real property tax or other fee or assessment that may affect Licensee. If Village receives notice of any personal property or real property tax assessment against the Village, which may affect Licensee and is directly attributable to Licensee's installation, Village shall provide timely written notice of the assessment to Licensee sufficient to allow Licensee to consent to or challenge such assessment, but in no event later than thirty (30) days after the date of such notice of assessment.

20. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Village or Licensee may from time to time designate any other address or person for this purpose by providing written notice to the other Party.

If to Village, to:

Village Manager
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169

If to Licensee, to:

Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley
Bedminster, New Jersey 07921
Attention: Network Real Estate

With copies to:

Village Clerk
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169

and

Corporation Counsel
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169

In case of emergencies, the Village's Public Works Department may be reached at (847) 490-6800 and Licensee may be reached at (877) 231-5447.

21. Maintenance of Tower. Village shall maintain and repair the Land and Tower, and all areas of the Premises where Licensee does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Village may perform maintenance and repairs on the Tower, both structural and cosmetic (paint), at whatever intervals may be required to assure the integrity and longevity of the Tower, provided Village provides one hundred twenty (120) days written notice to Licensee, and the opportunity, at Licensee's cost and expense, to temporarily relocate and continue to operate its equipment, or otherwise to secure the equipment, to protect them from damage and allow Licensee to continue to operate. Licensee will be permitted to install any type of temporary facility, such as a cell site on wheels, necessary to keep the Licensee's equipment operational. Any maintenance or repairs shall be conducted by Village as diligently and expeditiously as possible. Licensee shall remove and reinstall its equipment, at Licensee's costs, up to once every ten (10) years, if requested by the Village as needed to perform structural and cosmetic maintenance or repairs.

22. Environmental Laws.
 - (a) Licensee, its officers, agents, affiliates, contractors and subcontractors and employees, shall not introduce or use any Hazardous Substance on the Property or Premises in violation of any applicable law. "**Hazardous Substance**" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term pursuant to any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Licensee agrees to defend, indemnify and hold harmless Village from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney's fees that the Village may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or Premises or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from Licensee's activities, or those of its officers, agents, affiliates, contractors and subcontractors and employees. The indemnification in this Section

specifically includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 22 shall survive the termination or expiration of this License.

- (b) Village represents, warrants and agrees (i) that neither Village nor, to Village's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of any Hazardous Substance on, under, about or within the Property in violation of any law or regulation, and (ii) that Village will not permit any third party to use, generate, store or dispose of any Hazardous Substance on, under, about or within the Property in violation of any law or regulation. Village agrees to defend, indemnify and hold harmless Licensee from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney's fees that the Licensee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or Premises or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from Village's activities, or those of its officers, agents, affiliates, contractors and subcontractors and employees. The indemnification in this Section specifically includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 22 shall survive the termination or expiration of this License.

23. Assignment and Sublicensing.

- (a) Licensee may not assign, sublicense or otherwise transfer all or any part of its interest in this License or in the Premises without the prior written consent of the Village, such consent not to be unreasonably withheld, conditioned or delayed, provided, however, that Licensee shall have the right to assign or otherwise transfer this License to any person or business entity which (i) holds a currently valid FCC license to provide to the public from the Premises what are commonly known as cellular telephone services, (ii) is a parent, subsidiary or affiliate of Licensee, is merged or consolidated with Licensee or purchases more than fifty percent (50%) of either an ownership interest in Licensee or the assets of Licensee in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Premises is located, and (iii) which has a credit rating from one of the three largest national credit rating agencies greater than or equal to that of Licensee at the time of the assignment.
- (b) Any person or entity to which this License is assigned, pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, *et seq.*, shall be deemed without

further act to have assumed all of the obligations of Licensee arising under this License both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Village an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Village, shall be the exclusive property of Village, and shall not constitute property of the Licensee or of the estate of Licensee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Village's property under the preceding sentence not paid or delivered to Village shall be held in trust for the benefit of Village and be promptly paid to Village.

24. Treatment in Bankruptcy. The Parties to this License hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that, during the Term of this License, Licensee shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.*, this License is and shall be treated as an "unexpired lease of nonresidential real property" for purposes of Section 365 of the Code, 11 U.S.C. § 365, and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.
25. Force Majeure. If a Party is delayed or hindered in, or prevented from the performance required under this License (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the Party delayed in performing work or doing acts, and where reasonable measures by such Party could not have avoided or mitigated the effects of such acts, then such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay. In the event that Licensee invokes this provision because damage to Licensee's Facilities or Premises has hindered, delayed, or prevented Licensee from using the Premises, Licensee may immediately erect any temporary Licensee's Facilities on the Premises at such location as Village and Licensee may agree as is necessary to resume service, provided that such temporary facilities do not unreasonably interfere with Village's use of the Property or ability to repair or restore the Premises or Property. If, in Village's sole and absolute discretion, it elects to repair or restore the Premises and Property, upon completion of such repair or restoration, Licensee is obligated to repair or restore the Licensee's Facilities in accordance with the terms of this License.
26. Warranty of Title and Quiet Enjoyment. Village warrants that: (i) it owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions; (ii) it has full right to make and perform this

License; (iii) as long as Licensee is not in default then Village grants to Licensee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Village.

27. Non-Waiver. Failure of either Party to insist on strict performance of any of the conditions, covenants, terms or provisions of this License or to exercise any of its rights hereunder shall not waive such rights, but the Parties shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Licensee to Village after a breach of this License shall not be deemed a waiver of such breach unless expressly set forth in writing.
28. Successors and Assigns. This License shall run with the land, and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.
29. Waiver of Village's Lien. Village hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Licensee's Facilities or any portion thereof, which shall be deemed personal property for the purposes of this License, whether or not the same is deemed real or personal property under applicable laws, and Village gives Licensee the right to remove all or any portion of the same from time to time, whether before or after a default under this License, in Licensee's sole discretion and without Village's consent. Should Licensee fail to remove its Licensee's Facilities as required by this License, then this waiver of Village's lien rights is void.
30. Miscellaneous.
 - (a) This License constitutes the entire agreement and understanding between the Parties and supersedes all other negotiations and other agreements concerning the subject matter contained herein, including the Existing Agreement. Any amendments to this License must be in writing and executed by both Parties.
 - (b) If any term of this License is found to be void or invalid, such finding shall not affect the remaining terms of this License, which shall continue in full force and effect. The Parties agree that if any provisions are deemed not enforceable, those provisions shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this License will be deemed waived by either Party unless expressly waived in writing signed by the waiving Party. No waiver shall be implied by delay or any other act or omission of either Party. No waiver by either Party of any

provision of this License shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

- (c) This License shall be governed by the laws of the State of Illinois.
- (d) All riders and exhibits attached hereto form material parts of this License.
- (e) Village and Licensee each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.
- (f) Licensee shall comply with all federal, state and local laws, orders, rules and regulations applicable to Licensee's use of Licensee's Facilities on the Premises. Village shall comply with same relating to its ownership of the Property.
- (g) This License may be executed in duplicate counterparts, each of which shall be deemed an original.
- (h) The persons who have executed this License represent and warrant that they are duly authorized to execute this License in their individual or representative capacity as indicated.
- (i) Village hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose associated with the Premises. Licensee accepts the Premises "As Is."
- U) Each Party agrees to cooperate with the other in executing any documents (including a Memorandum of License in substantially the form attached hereto as Exhibit D) necessary to protect its rights or use of the Premises or Property. The Memorandum of License may be recorded in place of this License by either Party at its cost.
- (k) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

31. Acts of God, Vandalism. Licensee shall hold Village harmless for any damage to Licensee's Facilities arising from acts of God or vandalism that are not due to Village's gross negligence or intentional acts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

LICENSOR:

VILLAGE OF HOFFMAN ESTATES, an Illinois municipal corporation

By: _____
Village President

Date: _____

LICENSEE:

CHICAGO SMSA LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS, an Illinois limited liability partnership

By: CELLCO PARTNERSHIP, ITS GENERAL PARTNER

By: _____

Name: _____

Title: _____

Date: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)
COUNTY OF _____)

I CERTIFY that on _____, 20____, _____
[name of representative] personally came before me and acknowledged under oath that he or she:
(a) is the _____ [title] of the **Village of Hoffman Estates, an Illinois municipal corporation**, the corporation named in the attached instrument;
(b) was authorized to execute this instrument on behalf of the corporation; and
(c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

EXHIBIT A

Site Plans

EXHIBITB
Legal Description

EXHIBIT C

License Fee Schedule

CELL ANTENNA RATES

YEAR	MONTHLY	ANNUALLY
2022	\$6,155.48	\$73,865.76
2023	\$6,463.25	\$77,559.00
2024	\$6,786.41	\$81,436.92
2025	\$7,125.73	\$85,508.76
2026	\$7,482.02	\$89,784.24
2027	\$7,856.12	\$94,273.44
2028	\$8,248.93	\$98,987.16
2029	\$8,661.38	\$103,936.56
2030	\$9,094.45	\$109,133.40
2031	\$9,549.17	\$114,590.04
2032	\$10,026.63	\$120,319.56
2033	\$10,527.96	\$126,335.52
2034	\$11,054.36	\$132,652.30
2035	\$11,607.08	\$139,284.91
2036	\$12,187.43	\$146,249.16
2037	\$12,796.80	\$153,561.61
2038	\$13,436.64	\$161,239.69
2039	\$14,108.47	\$169,301.68
2040	\$14,813.90	\$177,766.76
2041	\$15,554.59	\$186,655.10
2042	\$16,332.32	\$195,987.86

EXHIBIT D

Form of Memorandum of License

MEMORANDUM OF LICENSE

THIS MEMORANDUM OF LICENSE (this "Memorandum") is entered into this ____ day of _____ 2022, by and between the VILLAGE OF HOFFMAN ESTATES, an Illinois municipal corporation ("**Village**"), and Chicago SMSA Limited Partnership, an Illinois limited partnership, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("**Licensee**").

Recitals

WHEREAS, Village and Licensee have entered into an Existing Communications Antenna License Renewal Agreement (4690 Olmstead Water Tower) dated as of [MONTH] [DAY], [YEAR] (the "**License**") pursuant to which Village has licensed to Licensee that certain portion of the real property more particularly described as:

LOT 16 IN HOWIE IN THE HILLS UNIT 3, A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 4690 Olmstead Drive, Hoffman Estates, Illinois 60195

PIN: 02-19-119-045-048

along with that certain space upon the water tower located thereon and more fully described in the License (the "Premises").

WHEREAS, Village and Licensee desire to execute this Memorandum, which is to be recorded in the Office of the Cook County Recorder of Deeds, in order that third parties may have notice of the Licensee's interest in the Premises and of the License.

Agreement

NOW, THEREFORE, in consideration of the license fee and covenants provided for in the License to be paid and performed by Licensee, Village does acknowledge that it has licensed license unto Licensee the Premises on the terms, and subject to the conditions set forth in the License, among which are the following:

1. Term. The term of the License shall be for the period commencing on April 22, 2022 and terminating at midnight on April 21, 2027. The term of the License shall automatically renew for up to three (3) additional five (5) year periods upon the same terms and conditions unless such automatic renewal is rejected by Licensee as provided in the License.

2. Incorporation of License. All of the terms, conditions, provisions and covenants of the License are incorporated in this Memorandum by reference as though stated fully herein. In the event of any inconsistency between the provisions of this Memorandum and those of the License, the provisions of the License shall control.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first above written.

LICENSOR:

VILLAGE OF HOFFMAN ESTATES,
an Illinois municipal corporation

By: _____
Village President

Date: _____

LICENSEE:

CHICAGO SMSA LIMITED PARTNERSHIP,
D/B/A VERIZON WIRELESS, an Illinois limited liability partnership

By: CELLCO PARTNERSHIP, ITS GENERAL PARTNER

By: _____

Name: _____

Title: _____

Date: _____

COMMITTEE AGENDA ITEM

VILLAGE OF HOFFMAN ESTATES

SUBJECT: Request authorization of an extension to an Employee Leasing Agreement with GovTempsUSA, LLC, for Civil Engineer staff services at a rate of \$84 per hour

MEETING DATE: December 12, 2022

COMMITTEE: Finance

FROM: Peter Gugliotta, Director of Development Services

REQUEST: Request authorization of an extension to an Employee Leasing Agreement with GovTempsUSA, LLC, for Civil Engineer staff services at a rate of \$84 per hour.

BACKGROUND: In April 2021, the Village retained the services of an experienced Professional Engineer through a contract with GovTempsUSA, LLC (GovTemps) in response to staff vacancies, however, the need has evolved to include critical workload coverage. The contract was extended once and expires December 31, 2022.

After being unable to recruit an Engineering Senior Project Manager in 2021, the decision was made to instead hire an additional Civil Engineer (CE) I position and embark on an internal employee development plan that would facilitate growth of existing talented staff to handle greater responsibilities. For this plan to be successful, it has been necessary to retain the part-time experienced GovTemps employee to meet a heavy capital project and private development workload, as well as assist with mentoring and training.

The new CE I employee began in August and time has been devoted to teaching other existing employees more advanced tasks. Progress has been steady and positive so far, however, due to most engineering projects happening on an annual cycle, at least a full year of time is needed for a typical employee to gain the complete range of experiences necessary to make incremental growth steps in the profession. Some higher level responsibilities can only be learned in a sequential manner over the course of multiple years. This internal employee development approach should have the added benefit of improved staffing stability over time.

The current GovTemps employee working with the Village has proven to be a highly valuable asset due to his extensive professional engineering experience in municipal government. This engineer has indicated availability to continue working well into 2023.

DISCUSSION:

An updated Exhibit A is attached to extend the agreement with GovTempsUSA, LLC for a professional engineer. The contract is structured so the temporary staff assistance is done on a contract basis and not as an employee of the Village. The Village will pay GovTemps on a monthly basis at the rate of \$84.00 (this includes a \$3.15 market-driven hourly increase over the prior rate to remain competitive), which will cover the employee's pay plus all GovTemps costs. This person works 20-26 hours per week on a schedule as determined by the Director of the Engineering Division. The term runs from January 2, 2023 through June 30, 2023, with a provision that the agreement will automatically extend on a bi-weekly basis up to December 29, 2023.

FINANCIAL IMPACT:

The cost of the temporary employee in 2022 was covered by salary savings and other surplus revenue. For next year, since the need for this GovTemps service is already established, funding has been included in the formal Village 2023 Budget.

RECOMMENDATION:

Request authorization of an extension of an Employee Leasing Agreement with GovTempsUSA, LLC, for Civil Engineer staff services at a rate of \$84 per hour.

Attachment

EXHIBIT A
Worksite Employee and Base Compensation

NEW EXHIBIT A - Effective January 2, 2023

WORKSITE EMPLOYEE: Paul Redman

POSITION/ASSIGNMENT: Engineering Technician

POSITION TERM: January 2, 2023 – June 30, 2023

Unless either party provides two weeks advance written notice, the agreement will automatically be extended on a bi-weekly basis up to December 29, 2023.

Either party may terminate the agreement by providing two weeks advance written notice.

BASE COMPENSATION: \$84/hour.

The worksite employee will work a variable schedule but it is anticipated that the worksite employee will average about 20-26 hours/week. Employee will be compensated only for hours worked and will not be compensated for Village Holidays or any other time off for personal reasons. Hours should be reported via email to

payroll@govtempusa.com by the close of business on the Monday after the prior work week.

The Municipality will be invoiced every other week for hours worked.

GOVTEMPUSA, INC.:

By: 

Date: November 22, 2022

MUNICIPALITY:

By: _____

Date: _____

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization to enter into a consulting services agreement for Phases 0 and 1 of the Enterprise Resource Planning Project with Plante Moran in the amount of \$39,560, with optional process mapping services in the amount of \$11,500, for a total not to exceed amount of \$51,060.

MEETING DATE: December 12, 2022

COMMITTEE: Finance

FROM: Suzanne Ostrovsky, Assistant Village Manager

Purpose: Request authorization to enter into a consulting services agreement for Phases 0 and 1 of the Enterprise Resource Planning Project with Plante Moran in the amount of \$39,560, with optional process mapping services in the amount of \$11,500, for a total not to exceed amount of \$51,060.

Background: The Village's Central Square Enterprise Resource Planning ("ERP") system has been in use since 1998. The system supports the Village's finance, human resources and community development functions, in addition to licensing and other functions of the Village Clerk's office. The ERP will need to be either updated or replaced within the next few years, in an effort to modernize the system and take advantage of new functionality. As the first step in this process, it is important to document the Village's current business processes, as well as to begin identifying ways technology could support improved efficiency.

With this goal in mind, staff issued a Request for Proposals (RFP) for a consultant to assist with assessing the Village's current processes and use of the existing Central Square software. The selected consultant will be required to develop recommendations that reduce risks; enable departments to be more effective and efficient; and align the Village's technology with the strategic goals of the Village Board and the needs of residents and businesses. The outcome of this project will be a

set of recommendations for strategic software investments over the next 3-5 years, which will include a recommendation to either improve/upgrade or replace the Village's existing ERP software.

Discussion:

The legacy Central Square ERP system is not user friendly, operates on an outdated technology platform, and does not include many of the features available in modern systems (e.g., dashboards, easily customizable reports, workflows). Over the years, Village staff has created a number of workarounds and manual processes to supplement (or in some cases, circumvent) use of the ERP. This results in inefficient use of resources and staff time.

In FY2022, the Village budgeted \$41,000 for an upgrade to the most current version of the Central Square ERP. However, after further consideration, it was determined that moving forward with the upgrade without fully understanding the current landscape could result in additional investment into a system that should ultimately be replaced. Therefore, staff opted to create the attached RFP, which calls for a study to determine whether existing systems adequately support business requirements and align with industry best practices. As referenced above, the primary outcome will be a recommendation to either upgrade Central Square, or to use the information collected during this project to create an RFP to replace the existing ERP system. Key areas of focus for this study include:

- Central Square CommunityPLUS and Community Development software, which support the Village's finance, licensing, permitting, code enforcement, inspection and planning functions.
- Human Resources Information Systems ("HRIS") software, including, but not limited to, recruitment, onboarding, and employee evaluation functions.
- A review of the various time/attendance software & processes used by each department.
- Review of the Village's public facing systems, including but not limited to utility bill payment, service requests and permit applications.

The Village received seven (7) responses to this RFP (see attached response tabulation). A staff committee comprised of representatives from various departments evaluated the responses. As a result, two (2) consultant firms were invited for in-person interviews. Plante Moran was ultimately recommended by consensus of the committee, primarily due to their extensive experience executing similar projects with municipal clients based in Illinois. Staff contacted references, including Arlington Heights, Elk Grove Village and Montgomery, Illinois, and received strong recommendations for Plante Moran's work with those communities.

If this project is approved to move forward, work will be scheduled to begin in January 2023 with Phase 0 (Project Management). In Phase 1 (ERP Needs Assessment), staff across all Village department will be involved in fact finding meetings with Plante Moran. Phase

1 of the project is anticipated to conclude in approximately four (4) months. The scope of work and suggested timeline for Phases 0 and 1 is included in the attached proposal from Plante Moran.

Plante Moran has also provided pricing for an optional service of process mapping. The service is complementary to Phase 1, and the deliverable from the process mapping may be a critical tool in determining plans for future technology investments. This recommendation seeks authorization for the Village Manager to exercise this optional service in the event it is deemed needed.

Financial Impact:

The Village's approved budget includes \$40,000 to support this project. (The project was originally scheduled for FY2022; these funds have been moved forward to complete the work in FY2023.) The initial scope of work from Plante Moran was within budget at \$39,560. However, if the Village Manager determines that the optional process mapping services are needed to further the end goal of the project, the total cost of the agreement may increase to \$51,060.

Recommendation:

Request authorization to enter into a consulting services agreement for Phases 0 and 1 of the Enterprise Resource Planning Project with Plante Moran in the amount of \$39,560, with optional process mapping services in the amount of \$11,500, for a total not to exceed amount of \$51,060.

Attachments:

- A) Draft Consulting Agreement between the Village of Hoffman Estates and Plante Moran
- B) RFP Response Tabulation
- C) Request for Proposals – 2022 Enterprise Resource Planning Consulting Project

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is dated as of _____ by and between Village of Hoffman Estates, Municipality, with offices at 1900 Hassell Road, Hoffman Estates, IL, 60169 (“Client”) and Plante & Moran, PLLC, a Michigan Professional Limited Liability Company with offices at 10 South Riverside Plaza, Chicago, IL 60606 (“PM”). Client and PM are collectively hereafter referred to as “the Parties.”

The Parties, agree as follows:

1. **Term.** The term of this Agreement shall commence on _____ and shall continue in effect until completion of the Services outlined in the Statement of Services (defined below) unless earlier terminated in accordance with the provisions of this Agreement (the “Term”). The parties agree that the anticipated deadline for completion of the Services is December 31, 2023.

2. **Services.**

(a) During the Term, PM will provide services and Client will pay for services (“Services”) for the Services defined in the Statement of Services attached hereto and incorporated herein by reference. Any amendments or additions to the Statement of Services must be mutually agreed to by PM and Client in writing.

(b) Client acknowledges that the Services to be provided by PM under this Agreement are inherently advisory in nature. PM shall have no responsibility for any management decisions or management functions in connection with PM’s Services. Further, Client acknowledges that it is responsible for all management decisions and management functions, for evaluating the adequacy and results of the Services provided under this Agreement and accepting responsibility for the results of the Services, and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM’s Services.

(c) PM’s Services will be based on information and records provided to PM by Client and PM will rely on such underlying information and records. Unless otherwise expressly provided in a Statement of Services signed by both parties, PM’s Services will not: (i) include an audit or verification of the information provided by Client or any other third party on Client’s behalf; (ii) constitute an examination or audit of any Client financial statements or any other items, including Client’s financial controls; (iii) prepare or review any tax returns or consulting regarding tax matters. Client agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Client without PM’s expressed, prior approval. Nothing in this Agreement is intended to confer on PM any duty, and cannot be relied on by Client to, disclose errors, fraud or illegal acts that may exist. PM will nonetheless inform Client of any such facts that may come to its attention during the performance of Services.

3. **Performance.** PM shall perform all Services in accordance with applicable professional standards. PM’s responsibility to perform Services shall be limited to those Services expressly set forth in a Statement of Services. PM, in its sole professional judgement, reserves the right to refuse to take any action in connection with the performance of any Services that it reasonably construes as making management decisions or performing management functions. The Services will be provided to Client for its review and all conclusions and decisions as a result of the Services will be the responsibility of Client, not PM

PM _____

Village of Hoffman Estates

Consulting Services Agreement

4. **Client Service Representative(s).** From time to time during the Term, Client may designate to PM in writing one or more individuals as Client’s representative(s) for the arrangement of all Services under this Agreement (the “Client Service Representative(s)”). For so long as any written designation by Client is in effect, PM shall take direction from and shall consult exclusively with the Client Service Representative(s) in connection with the performance of Services under this Agreement; provided, however, that PM shall not take, or omit to take, any action at the direction of any Client Service Representative(s) in contravention of the terms of this Agreement, unless such action or omission by PM is authorized in a written amendment to this Agreement signed by each of Client and PM. Unless otherwise expressly agreed in writing by a duly authorized representative of Client, the Client Service Representative shall not have the authority to bind Client to any amendment, modification, waiver, extension or renewal of this Agreement.

5. **Deliverables.** To the extent provided for in the Statement of Services, PM will provide a written report at the conclusion of the Services (“Report”). Unless and to the extent otherwise provided for in a Statement of Services, PM’s Report will be restricted solely to use by management of Client and Client agrees that PM’s report will not be distributed to any outside parties for any purpose other than to carry out legal responsibilities of Client. PM will have no responsibility to update the Report or any Deliverables for any events or circumstances that occur or become known subsequent to the date of that Report or Deliverables.

6. **Fees and Payment.**

PM will provide the Services on a not-to-exceed basis as outlined below. PM will invoice Client on a monthly basis for services rendered in the prior month. PM shall not undertake any work associated with the optional process mapping until authorized to begin in writing by Client.

Fixed Cost of Services	
Phase	Cost
Phase 0: Project Management	\$ 7,820
Phase 1: ERP Needs Assessment	\$ 31,740
Total for Phase 0-1:	\$ 39,560
Optional Process Mapping (10 processes, current and future state)	\$ 11,500
Total for Phase 0-1, including process mapping:	\$ 51,060

This professional service not-to-exceed fee is predicated on the division of roles and responsibilities between the Village and Plante Moran staff.

Client data and information will be provided to Plante Moran in a reasonable format and timeframe requested.

There will be a single draft-to-final process for each deliverable.

Project decisions will be made by the Village in a timely manner to not delay project progress.

Consulting Services Agreement

The Village will have ten working days or other number of days as mutually agreed to in the project schedule to approve or provide comments on all interim, draft, and final deliverables; all resulting delays may affect project schedule and fees.

Project status meetings will be conducted remotely and occur no more than once weekly with the Village’s project manager.

The pricing assumes:

- A majority of the project activities will take place remotely. We envision conducting the project kickoff and select stakeholder interviews onsite at this time.
- No greater than four (4) days of interviews with Village stakeholders.
- No greater than ten (10) process areas will be mapped during the process mapping activities. This includes both a current state and future state map for each of the ten processes. Processes to be mapped will be determined during project initiation.

In any circumstance where PM’s work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM’s work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work.

7. **Time Limits.** Except for actions to enforce payment of PM’s invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to any Statement of Services and/or the Services performed thereunder must be filed within two years from the completion of Statement of Services to which the Services relate, without regard to any statutory provision to the contrary.

8. **Confidentiality; Ownership and Retention of Workpapers.**

(a) During the course of performing Services, PM and PM staff may have access to proprietary information of Client, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client, and PM will treat and maintain such information as **confidential** and not disclose such information to any other person or entity without the prior written consent of Client.

(b) Client represents and warrants that any and all information that it transmits, or otherwise makes available, to PM will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, “Data Privacy Laws”). Client shall not disclose personal data of data subjects (“Personal Data”) who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

(c) In the interest of facilitating the Services to Client, PM may communicate or exchange data by internet, e-mail, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance

Consulting Services Agreement

with PM's obligations under applicable laws and professional standards, Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices in performance of the Services.

(d) PM will create and retain certain workpapers to document the nature and extent of the Services performed pursuant to any Statement of Services. All workpapers created in the course of the Services are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

(e) Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should Client attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement or any Statement of Service. PM's efforts in complying with such requests will be deemed billable to Client as a separate service. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with any such legal or regulatory request.

(f) PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of the Services in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

(g) Upon Client's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Client acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

9. **Termination.** Upon completion and payment for Phase 0 this Agreement may be terminated by either party in writing within 10 business days of the Phase 0 deliverables having been received by Client.

10. **Independent Contractor Relationship.** The relationship between Client and PM under this Agreement is that of independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Client and PM of joint venturers, partners, employer-employee, or agent. Neither party has the authority under this Agreement to create any obligations for the other party, or to bind the other party to any representation or document. PM will be responsible for all employees of PM that may provide Services to Client. Personnel furnished by PM shall be and will remain PM's employees and under no circumstances are they to be considered Client's employees or agents. Neither federal, state, nor local income or payroll tax of any kind shall be withheld or paid by Client on behalf of PM or PM's employees. No employees

Consulting Services Agreement

of PM shall participate in any benefit of Client, including health insurance, paid vacation or other benefit provided by Client to its employees.

11. **Entire Agreement.** This Agreement (including all Statements of Services attached hereto) constitutes the complete and exclusive statement of the terms of the agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, promises, and arrangements, oral or written, between the parties with respect to the subject matter hereof and thereof. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings or the terms of Client’s purchase orders, if any.

12. **Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by duly authorized representatives both of the parties.

13. **Third Parties.** Except to the extent expressly set forth herein or in a Statement of Services, nothing in this Agreement, express or implied, is intended to or shall be construed to confer upon or give any person other than the parties and their respective successors and permitted assigns, any legal or equitable right, remedy or claim under or with respect to this Agreement.

14. **Expenses.** Except as otherwise expressly provided in a Statement of Services, PM shall be reimbursed at cost by Client for PM’s direct expenses incurred in performance of Services. Expenses outside of the fee for service outlined in the Statement of Services shall not be incurred without the prior written consent of Client.

15. **Notices.** All notices, consents, waivers and other communications required or permitted under this Agreement shall be sufficiently given for all purposes hereunder if in writing and (a) hand delivered, (b) sent by certified or registered mail, return receipt requested and proper postage prepaid, (c) sent by a nationally recognized overnight courier service, or (d) sent by facsimile, in each case to the address or facsimile number and to the attention of the person (by name or title) set forth below (or to such other address and to the attention of such other person as a party may designate by written notice to the other party):

If to PM:
10 South Riverside Plaza
Chicago, IL 60606
Attn: Mike Riffel

If to Village of Hoffman Estates:
1900 Hassell Road
Hoffman Estates, IL 60169
Attn: Corporation Counsel

The date of giving of any such notice, consent, waiver or other communication shall be (i) the date of delivery if hand delivered, (ii) the date of receipt for certified or registered mail, (iii) the day after delivery to the overnight courier service if sent thereby, and (iv) the date of facsimile transmission on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

16. **Public Announcements.** Neither party shall make, or cause to be made, any press release or public announcement with respect of this Agreement or the transactions contemplated by this Agreement or otherwise communicate with any news media without the prior written consent of a duly authorized representative of the other party unless otherwise required by law, and the parties shall cooperate as to the timing and contents of any such press release, public announcement or communication.

17. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement shall not be assigned without the prior written consent of the Client.

18. **Severability.** In the event that a court or arbitral body of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, such decision shall not affect the validity or enforceability of any of the other provisions of this Agreement, which other provisions shall remain in full force and effect, and the application of such invalid, illegal or unenforceable provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable shall be valid and be enforced to the fullest extent permitted by law. To the extent permitted by applicable law, each party waives any provision of law that renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

19. **Order of Precedence.** Any conflict or inconsistency between the provisions of this Agreement and any executed Statement of Services shall be resolved by giving precedence first to this Agreement and then to the executed Statement of Services under which the Services are to be performed.

20. **Enforceability.** This Agreement has been duly executed and delivered by an authorized representative of each party and constitutes the legal, valid and binding obligation of each party, enforceable against each party in accordance with its terms.

21. **Execution of Agreement.** This Agreement shall become effective when Client and PM have executed the Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

22. **Governing Law; Jurisdiction; Venue.** This Agreement including any schedules or statements of work shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflicts-of-law principles that would require the application of any other law. The parties consent to the exclusive jurisdiction of the state or federal courts within the State of Illinois for any legal or equitable action or proceeding arising out of, or in connection with, this Agreement. Each of PM and Client specifically waives any and all objections to venue in such courts.

23. **Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic, or other public health emergency or government mandated shut down (each individually a “Force Majeure Event”). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.

24. **Conditions of PM Visit to Client Facilities.** Client agrees that some or all of PM’s services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM’s performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client’s facilities are requested by Client or

Consulting Services Agreement

otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM’s request, to provide Client’s policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facilities. In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, “Applicable Preventative Guidance”) and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client’s facilities. Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client’s facilities or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client’s facilities is not and shall not be construed to be or relied on by Client as a determination by PM of Client’s compliance with Applicable Preventative Guidance.

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

Village of Hoffman Estates

By: _____
Name: William D. McLeod
Title: Village President

PLANTE & MORAN, PLLC

By: _____
Name: Mike Riffel
Title: Partner

STATEMENT OF SERVICES

This Statement of Services 2022-1, dated as of _____, for consulting services to be provided by Plante & Moran, PLLC (referred to herein as “PM”) as described herein, is hereby incorporated into the Master Consulting Services Agreement dated _____ between PM and Village of Hoffman Estates.

Description of Services

Phase 0: Project management

Phase objective and summary of activities: The purpose of this phase is to provide leadership throughout the duration of the assessment. Throughout the project, we will conduct activities that are relevant to managing the project. The major activities to be performed are as follows:

- Develop a Project Organizational Structure that defines staff roles and responsibilities
- Develop a Project Charter that provides a framework from which the project will progress
- Develop a detailed Project Plan identifying the activities, responsibilities, and timing of tasks necessary to complete the project
- Establish a Project Collaboration Environment to act as a repository for project information
- Conduct periodic status meetings to monitor project progress and identify project issues and action items

Measurable objective	Deliverables/milestones
Manage the defined project through to successful completion within budget and on schedule while meeting project goals and objectives	<ul style="list-style-type: none">• Project Organizational Structure• Project Charter• Project Plan/Work Plan• Project Collaboration Center• Project Status Meeting Agendas and Minutes

1. Project initiation

A project initiation meeting will be conducted to introduce the project team, finalize the project scope, deliverables, and timetables. These objectives will be accomplished through the development of a project organizational structure, project charter, detailed project plan, and regularly scheduled progress meetings. These activities are all described in more detail below.

2. Define project organizational structure

Our approach to each consulting engagement is structured to provide the services and level of professional support required to meet the individual needs of the client. We will work jointly with key Village contacts to design a process that will meet the overall needs of the Village. As standard practice in most of our engagements, especially those related to technology and

process transformation, we have designed a very collaborative approach to ensure a high probability of success. During the early stages of the project, we suggest creating a cross-functional group of representatives from essential departments to be involved in the process. We would expect the Village to assist our team in identifying the appropriate individual participants. This Committee will be involved in all aspects of providing input, reviewing the draft needs assessment and other deliverables, and fostering an environment of collaboration and communication between critical Village departments.

3. Develop project charter

During project initiation, a Project Charter will be developed that will provide a framework for the following areas of focus:

- Project overview
- Vision statement
- Project objectives
- Business drivers
- Project stakeholders
- Project constraints
- Project guiding principles
- Scope plan (both in and out of scope items)
- Project milestones and deliverables
- Project staffing

The Project Charter will be provided to the Village for review and approval prior to significantly commencing project activities.

See below a sample of the project charter:

ERP NEEDS ASSESSMENT AND SELECTION PROJECT PROJECT CHARTER	
Sample Client	
MISSION STATEMENT	
The ERP Needs Assessment and Selection Project will provide an integrated enterprise system that will support the Client staff in the delivery of Government services and activities, take advantage of best practices, significantly improve the efficiency and effectiveness of the Client's business processes, and be flexible enough to encompass other functions, modules, and features, as needed, both now and in the future.	
PROJECT OVERVIEW	
The Client will conduct an ERP system needs assessment that will recommend a future direction for the Client, and will select a vendor to best meet the Client's long-term objectives. The Client's goal is to procure a solution, either in the form of a single software suite or combination of two integrated systems, which provides advanced capabilities in financial management, procurement, human resources and payroll.	
PROJECT OBJECTIVES	
<ol style="list-style-type: none"> 1. Identify challenges including people, process and technology with current Client business processes in-scope 2. Identify opportunities for process improvements without and with new technology 3. Identify system needs for a new systems environment 	
BUSINESS DRIVERS	
<ol style="list-style-type: none"> 1. Increase data accuracy and accessibility. Eliminate conflicting information and shadow systems (spreadsheets, multiple systems with the same basic functionality, etc.) 2. Increase the ease of reporting on the Client's data 3. Enhance internal controls and provide segregation of duties 	
PROJECT INFLUENCES	
<ol style="list-style-type: none"> 1. Existing processes have been in existence for an extended period of time that are paper based and based on existing technology with limitations 2. Inertia/resistance to change 3. Resource availability - budgetary challenges, staff shortages, tools and training 4. Legal or regulatory constraints 	

Project Organization

The following table identifies key project team members and stakeholders together with their respective roles and responsibilities.

Project Role	Name	Responsibilities
Executive Sponsor	Sample - Staff will be identified in actual charter	<ul style="list-style-type: none"> • Maintain the project vision • Serve as the project champion • Be visibly committed to the project • Provide an enterprise perspective • Secure alignment across departments • Remove project roadblocks • Provide a strategic perspective when addressing escalated risks and issues, and making project decisions • Review and approve final deliverables
Client Project Manager	Sample - staff will be identified in actual charter	<ul style="list-style-type: none"> • Act as the focal point for collection of requested documentation • Schedule and coordinate project activities between staff and the consultant • Ensure availability of appropriate resources for project meetings • Provide progress updates to management and other interested stakeholders as appropriate • Ensure prompt and clear communications to staff • Manage project milestones and activities • Manage the project budget • Communicate project status, issues, and risks to the appropriate stakeholders • Document and track to resolution project issues and decisions • Escalate issues in a timely manner to the Executive Sponsor as appropriate • Ensure that project deliverables are reviewed by appropriate staff

4. Develop a detailed project plan

We will work with the Village to incorporate the following into a detailed Project Plan:

- Major phases and milestones
- Work tasks and their due dates with assigned responsibility

We will work with the Village Project Manager during this activity to design a Project Plan for the contracted project phases which are appropriate and meets the Village's overall priorities.

5. Establish project collaboration center

Over the last few years, collaboration environments such as Microsoft SharePoint have become increasingly viable tools in which to establish project collaboration environments for small, mid-size and large-scale projects. These environments can serve a variety of purposes including acting as a repository for documentation developed during an engagement.

During this activity, we will work with the Village to assist in establishing a Project Collaboration Center including design, structure, security, and content. Both parties maintain access to submit documentation to the SharePoint site to improve communication and clarity throughout the project.

6. Schedule and moderate project status meetings

Continuous feedback is the key to a successful project. In this way, problems can either be avoided entirely or addressed early on, to minimize wasted effort and keep the project on schedule. We will schedule regular conference calls with the Village to:

- Report on the status of the Project Plan and timeline
- Re-schedule tasks as necessary and update Project Plan
- Discuss major open issues and develop strategies to address them utilizing the Issues and Action Items log

Phase 1: ERP needs assessment

Phase objective and summary of activities: The purpose of this phase is to conduct analysis around process areas relevant to the project for the purpose of defining current ERP system issues and opportunities. Activities to be included in this phase are as follows:

- Obtain and review relevant existing Village documents to obtain background information on the current ERP environment and processes
- Assess the Village’s current technology infrastructure and ERP environment
- Identify other technology used other than those listed above across the organization
- Conduct interviews with key stakeholders and subject matter experts
- Prepare Issues and Opportunities Matrix

Measurable objective	Deliverables/milestones
Understand the current technical environment and what a future environment could look like. The goal is to develop an understanding of existing challenges and future opportunities.	<ul style="list-style-type: none">• Interview Schedules• IT Infrastructure Review• Issues and Opportunities Matrix

1. Review documents

Plante Moran will review any available existing documentation gathered and provided by the Village to gain a comprehensive understanding of the Village’s ERP-related operations and current technologies. Documents to be reviewed include the following:

- Mission statements
- Previous studies that are relevant to the project
- Relevant process and function descriptions/handbooks, pre-existing workflow documentation/flowcharts, such as those that the Village has already developed
- Organizational charts
- Inventory listing of all systems relevant to performing key ERP business processes.
- Cost models, current operating budget detail, purchasing plans for technology, etc.
- Relevant hardware, software and network diagrams, and/or other documents, illustrating the layout, networking, etc.
- Listing of existing systems supporting the various business processes
- Listing of additional “shadow systems” and non-integrated systems
- Outstanding enhancement requests on current ERP and relevant systems
- The Village standards for hardware, software, network operating systems, configurations, and protocols, etc.

2. Assess the Village's information technology infrastructure

We will distribute a technical questionnaire for the Village's completion and perform interviews with IT staff directly involved with supporting the Village's current technical environment. The results of reviewing documentation and interviewing staff will allow us to identify and document the Village's infrastructure and facilities. The potential implementation/re-implementation and administration of a new or updated software solution will require thorough and responsive support and communication infrastructure. To this end, we will identify and document the current environment, including system architecture, security, portability, reporting, and maintenance. We will then identify and develop preliminary high-level general recommendations related to Village systems and their ability to support efficient and secure business processes. A part of this effort will be to develop an application migration table that documents all systems used by the Village that can be leveraged for future use of re-implementation or new system selection.

3. Conduct stakeholder interviews

After reviewing the documentation collected, Plante Moran will conduct interviews with teams to understand the current state environment of the software programs and business processes. The Plante Moran team will meet with teams of business process owners as well as end-user departments directly involved with the Village's business processes. Plante Moran will interview key staff individually in order to understand roles and responsibilities.

In addition to understanding individual roles and responsibilities, we hope to gauge the extent to which departments comply with the process, common complaints, opportunities for improvement, and issues with existing technology. This information will help develop our understanding of the current environment so that we can develop recommendations that will enable departments to be more effective and efficient in the future.

We will distribute an interview guide in advance to prepare interviewees to discuss:

- ◆ High-level objectives and expectations for CentralSquare and/or a new system
- ◆ Inventory and use of existing business processes and systems
- ◆ Identification of shadow systems that have been developed
- ◆ Integration requirements between applications and technologies
- ◆ Requirements for data sharing including interactions across the Village as well as with customers and other governmental agencies
- ◆ Key reporting requirements
- ◆ Existing business processes and workflows
- ◆ Existing challenges with CentralSquare
- ◆ Organizational limitations and barriers to change that may hinder the implementation of process re-designs and new or enhanced technologies
- ◆ Concerns regarding process inefficiencies, paper usage, and data redundancies
- ◆ In progress and planned process and technology enhancement initiatives

- ◆ High-level issues and opportunities for process improvements

These meetings will cover (but are not limited to) key Village business process areas, as stated in the Village's RFP:

- ◆ General Government (Village Manager's office)
- ◆ Information Technology
- ◆ Human Resources Management
- ◆ Public Works
- ◆ Police
- ◆ Fire
- ◆ Village Clerk (licensing)
- ◆ Development Services, with separate interviews for each of Code, Engineering, and Planning and Economic Development
- ◆ Finance, with separate interviews for Payroll, Accounts Payable, Customer Service/Front Counter, and Water Billing

We will work with the Village during Project Initiation to finalize the list of participants. During the interviews, we will discuss key current business and technological workflows to further define the current systems and existing system interfaces. These sessions will focus on reviewing sub-functions that are performed within each of the areas above to discuss systems and operations.

4. Create issues and opportunities matrix

The results of our time on site with the Village will be summarized in a supporting Issues and Opportunities Matrix. In this matrix, the "issues" will show areas for improvement (e.g., redundant steps, functional deficiencies, "shadow" systems [ledgers, spreadsheets, word processing files, forms] that staff use in parallel with the legacy CentralSquare system, processes that are time and paper-intensive, etc.). The "opportunities" will be the results of our benchmarking the "issues" with our knowledge of industry best practices and experience with other governmental clients.

The following illustrates sample issues and opportunities matrix for core financial process areas that identifies existing process and system strengths and gaps by functional area provides suggestions/opportunities for each issue, and identifies timing, priority and an assigned resource to efficiently manage each action item. This list can be used as a checklist for implementing the assessment findings.

Core Financials								
#	Process Area	Issue	Opportunity / Recommendation	Category	Timing	Priority	Assigned To	Status
1	Bank Reconciliation	Manual processes currently exist to post investment and other transactions that take place through the financial institution (e.g., wire transfers), because an automated interface is not setup with the financial institution.	Using bank reconciliation functionality in an ERP system can automate many steps for posting financial institution transactions and preparing bank reconciliations. Consider purchasing bank reconciliation functionality offered by ERP system vendors and ensuring that transactions are automated with the ERP system.	Process / Technology	Selection	H	John Smith	Open
2	Budgeting	The activity and fee information available within HTE is not useful for determining the impact of changes to fees. As a result, budget analyses are performed in Excel. Further, the City may need to review its cash receipting codes to ensure that staff do not have access to codes that should be inactivated, for example.	A newer ERP system may have easier access to activity levels and functionality for what-if analyses related to changes in fees. The City can determine the cash receipting codes that it needs, in order to best utilize financial analysis tools. Evaluate ERP system functionality for what-if analyses related to fees, and determine those cash receipting codes that are needed going forward.	Process / Technology	Selection	M	Mary Kay	Open
3	Cash Receipting	The City's process for its System Development Charges is manual. For these charges, amounts collected are owed to developers, based on geographic areas that are tracked within GIS.	Automating the process for System Development Charges can enable staff to focus on other City processes. Determine ERP systems' capabilities for automating the City's System Development Charges.	Process / Technology	Selection	L	John Smith	Open
4	Purchasing	The current system does not provide functionality to prevent potential duplicate vendors at creation or wildcard search abilities to find vendors.	New ERP systems provide improved functionality supporting the management of the City's vendor file. Identify a system during the selection process that provides robust tools to manage the vendor file.	Technology	Selection	H	Mary Kay	Open

5. Prepare ERP needs assessment report

We will prepare an ERP Needs Assessment Report Presentation based on the interview findings. This report presentation will contain the following information:

- An executive summary for the Village that details the options available and which option we believe is the best course of action to be followed in order to reduce risks and enable departments to be more effective and efficient in the future.
- Strengths and limitations of the current system and processing environment including: gaps, identification of areas for improvement and how to address issues, desired enhancements for each functional area system environment
- Issues and Opportunities matrix where the “issues” will be areas for improvement and the “opportunities” will be the results of benchmarking the “issues” with our knowledge of Best Practices and experience with other governmental clients. Our Issues and Opportunities recommendations will fall into short-term and long-term categories and will be categorized into people, process and technology areas. The short-term recommendations will focus on high value, limited technology-involved processes to be addressed in the near term. The long-term recommendations will focus on medium to high impact processes with greater technology and/or capital outlay requirements beyond just the current ERP environment.
- Recommendations to implement the identified issues.
- A documented options analysis and recommendation for the future direction for the existing or new ERP system, including key benefits, key considerations, and an estimated project timeline for each option

6. Finalize and present ERP needs assessment

After we validate the ERP Needs Assessment with the Village, we will then formally present the findings and recommendations. The image below is an example of a summary document we will provide to presentation attendees. Recommendations for strategic software investments will keep in mind the 3–5-year time horizon. Ultimately, this assessment will allow the Village to utilize its technology to reduce risks, be more efficient, and align with strategic goals of the Village Board.

PROJECT TIMELINE

The table below represents our proposed project timeline, including an estimated duration of key project activities. The dates listed below are preliminary estimates and a more detailed project plan will be established during project initiation. We assumed a start date of January 9, 2023.

The timeline can be shortened, extended, or arranged around any blackout dates as the Village requires. We will work with the Village during project initiation to create a realistic and detailed timeline of the activities below where resources are available to participate during the project.

Activity	Start	Finish
Phase 0: Project Management	Mon 1/9/23	Fri 4/28/23
Project initiation	Mon 1/9/23	Fri 1/13/23
Define project organizational structure	Mon 1/16/23	Fri 1/20/23
Develop project charter	Mon 1/16/23	Fri 1/20/23
Develop project plan	Mon 1/23/23	Fri 1/27/23
Develop collaboration center	Mon 1/23/23	Fri 1/27/23
Conduct project control reporting and status meetings	Mon 1/30/23	Fri 4/28/23
Phase 1: ERP Needs Assessment	Mon 1/30/23	Fri 4/28/23
Review key source documents	Mon 1/30/23	Fri 2/3/23
Conduct stakeholder interviews	Mon 2/6/23	Fri 2/17/23
Assess technical infrastructure	Mon 2/20/23	Fri 3/3/23
Develop issues and opportunities matrix	Mon 2/20/23	Fri 3/17/23
Develop draft needs assessment report	Mon 3/20/23	Fri 4/14/23
Finalize needs assessment report including options analysis	Mon 4/17/23	Fri 4/28/23

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

Village of Hoffman Estates

By: _____
Name: William D. McLeod
Title: Village President

PLANTE & MORAN, PLLC

By: _____
Name: Mike Riffel
Title: Partner

**Village of Hoffman Estates
2022 ERP Consulting Project
Proposal Ranking**

Criteria	Avero	Bacore	Baker Tilly	BerryDunn	Plante Moran	SDI	SoftResources
Responsiveness (10%)	21	15.5	19	24	24	19	14
Approach (30%)	20	14.5	18.5	22.5	24	18	14
Qualifications (20%)	21	16	21.5	24	24	16.5	16.5
Comparable Experience (25%)	21	17	21	24	24	13	14
Timeline (15%)	21	15.5	22	24	22	15	17.5
Weighted Average	20.7	15.7	20.3	23.55	23.7	16.1	15.0
Totals	104	78.5	102	118.5	118	81.5	76
PROJECT PROPOSAL COST	\$75,443	\$58,649	\$60,450	\$39,850	\$39,560	\$74,360	\$43,200
Fee notes	\$71,850, plus 10% travel cost, minus 5% new client discount. Est. 384 hours.			Plus est. \$5000 travel expense - only billed as incurred. Based in Portland, ME.		Est. 538 hours. Note that they understand this is over the Village's \$40k budget, and they have adjusted their hourly rate accordingly.	Est. 216 hours.
Suggested timeline	13 weeks	10 weeks	16 weeks	22 weeks	16 weeks	26 weeks	13 weeks



VILLAGE OF HOFFMAN ESTATES

REQUEST FOR PROPOSALS / PROFESSIONAL SERVICES

2022 Enterprise Resource Planning Consulting Project

Proposal Due Date: 09/07/2022

Proposal Due Time: 4:30 PM

Request for Proposals

Notice is hereby given that proposals will be received by the Village of Hoffman Estates, Hoffman Estates, IL for:

2022 Enterprise Resource Planning Consulting Project

The Village of Hoffman Estates is soliciting proposals from qualified consultants to provide project oversight and advisory services for a scope of services as described below.

- Assess the Village’s existing software infrastructure, with a primary focus on business systems, and any associated processes, including:
 - Central Square Enterprise Resource Planning (“ERP”) system, in use since 1998.
 - Central Square CommunityPLUS (Community Development) software.
 - Human Resources Information Systems (“HRIS”) software, including, but not limited to, recruitment, onboarding, and employee evaluation functions.
 - A review of the various time/attendance software & processes used by each department.
- Determine whether existing systems and processes adequately support business requirements.
- Formulate and provide recommendations for strategic software investments over the next 3-5 years, which may include a recommendation for an upgraded ERP with the Village’s existing vendor or starting a process to select a new ERP provider.

This RFP is not a contract offer. Receipt of a proposal neither commits the Village of Hoffman Estates to award a contract to any vendor, nor limits the Village’s rights to negotiate in its best interest. The Village of Hoffman Estates reserves the right to contract with a vendor for reasons other than price. Failure to answer any questions in this RFP may subject the proposal to disqualification. The Village of Hoffman Estates reserves the right to request additional information that is necessary and pertinent to the project or to assure that the vendor's adequate competence to perform according to bid specifications. Products and services which are not specifically requested in the RFP but which are necessary to provide the functional capabilities proposed by the vendor shall be included in the proposal.

Proposals, to be considered and evaluated, must be emailed to suzanne.ostrovsky@vohe.org on or before 4:30 p.m. on Wednesday, September 7, 2022. The subject line of the email should be, “**2022 Enterprise Resource Planning Consulting Project**”. **Proposals received after 4:30 p.m. on September 7, 2022, will not be accepted or considered.**

Questions about this RFP or its requirements can be directed to:

Suzanne Ostrovsky, Assistant Village Manager
Village of Hoffman Estates
1900 Hassell Rd.
Hoffman Estates IL 60169
suzanne.ostrovsky@vohe.org

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Required Insurance

In submission of this proposal, the company/firm is certifying that it has all insurance coverage required by law or would normally be expected for company/firm's type of business. In addition, the company/firm is certifying that it maintains at least the following insurance coverage:

<u>Type of Insurance</u>	<u>Liability Limits</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
GENERAL LIABILITY		
Bodily Injury	\$1,000,000	\$3,000,000
Property Damage	1,000,000	3,000,000
Contractual Insurance- Broad Form	1,000,000	3,000,000

<u>Type of Insurance</u>	<u>Liability Limits</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
AUTOMOBILE LIABILITY		
Bodily Injury	\$1,000,000	\$1,000,000
Property Damage	1,000,000	1,000,000

This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

WORKMEN'S COMPENSATION & OCCUPATIONAL DISEASES:

Statutory for Illinois

Employers Liability Coverage: \$1,000,000 per accident

NOTE: The specifications may require higher limits or additional types of insurance coverage than shown above and the contractor will be required to furnish a certificate of proof of insurance coverage.

The company/firm further agrees to indemnify the Village and save it "harmless" against and from all loss, damage, expense, liability or claim of liability arising out of the performance of the contractor, any subcontractors or employees in connection with the contract. Contractors and subcontractors are to grant the Village an "additionally insured" status on all applicable insurance policies and provide the Village with original endorsements affecting coverage required by this clause. Said policies will not be canceled unless the Village is provided a thirty (30) day written notice. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses. Nothing contained in the insurance requirement shall be construed as limiting the extent of the contractor's responsibilities for payment of damages resulting from its operations under this.

Prevailing Wage

“Bidder shall comply with the requirements of 820 ILCS130/5, Certified payroll”

Certified payroll

(a) While participating on public works, the contractor and each subcontractor shall:

(1) make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project, the records shall include each worker’s name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and

(2) submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records identified in paragraph (1) of this subsection (a). The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor’s false certification. Any contractor or subcontractor subject to this Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of this Act and guilty of a Class B misdemeanor. The public body in charge of the project shall keep the records submitted in accordance with this paragraph (2) of subsection (a) for a period of not less than 3 years. The records submitted in accordance with this paragraph (2) of subsection (a) shall be considered public records, except an employee’s address, telephone number, and social security number, and made available in accordance with the Freedom of Information Act. The public body shall accept any reasonable submissions by the contractor that meet the requirements of this Section.

(b) Upon 2 business days’ notice, the contractor and each subcontractor shall make available for inspection the records identified in paragraph (1) of subsection (a) of this Section to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents. Upon 2 business days’ notice, the contractor and each subcontractor shall make such records available at all reasonable hours at a location within this State.

Maintaining All Records and Documents

Consultant agrees to maintain all records and documents for projects of the Village in compliance with the Freedom of Information Act, *5 ILCS 140/1 et seq.* In addition, Consultant shall produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Consultant shall so notify the Village and if possible, the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Consultant's failure to produce documents or otherwise appropriately respond to a request under the Act, then Consultant shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney's fees and penalties.

“Prevailing rates of wages are revised by the Illinois Department of Labor and are available on the Department’s official website.”

Return with Proposal

Substance Abuse

SUBSTANCE ABUSE PREVENTION PROGRAM

CERTIFICATE

The undersigned, upon being first duly sworn, hereby certifies to the (Client) _____
_____ that _____ (Contractor) has in place a
written Substance Abuse Prevention Program that meets or exceeds the requirements of the State of
Illinois P.A. 095-0635, or has a collective bargaining agreement in effect dealing with the subject
matter of P.A. 095-0635. The Contractor and Subcontractors will file a copy of the Substance Abuse
Prevention Program, or collective bargaining agreement, with the Client prior to any work being
conducted on the project.

By: _____
(Name of Contractor)

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20__.

My Commission Expires:

Notary Public

SEAL

Return with Proposal

PURPOSE

The Village of Hoffman Estates ("Village") is pleased to invite the submission of proposals for a consultant to conduct an enterprise resource planning software assessment. The selected respondent will evaluate opportunities for improvement of current software systems and business processes, and will deliver recommendations to align the Village's information technology ("IT") efforts and resources with the Village's goals, best practices and industry standards. The assessment and recommendations should be forward-looking, consider modern service delivery methods, and address future technology and business requirements in an expeditious, efficient, and cost-effective manner.

Respondents should bring experience evaluating and assessing public sector IT infrastructure, systems, and resources; experience developing strategic technology plans; and technical expertise related to IT management and operations. Respondents should also have experience in the primary government service domains: public safety, infrastructure, health and human services, and finance and administration.

The Village of Hoffman Estates invites any qualified vendor to respond to this RFP by submitting a proposal for the 2022 Enterprise Resource Planning Consulting Project, consistent with the terms and conditions herein set forth.

The initial requested scope of services is provided below; **the final scope of services will be negotiated with the successful vendor.**

REQUESTED SCOPE OF SERVICES

The Village of Hoffman Estates delivers services to approximately 53,000 residents and employs approximately 400 full-time and part-time staff. The Village is a full-service municipality, providing police, fire and emergency services; health and human services; and public works/engineering services to its residents and business community. The Village's IT infrastructure delivers data services to a number of Village facilities, including Village Hall, the Police Department, four Fire Department stations, the Public Works building and the Public Works Fleet Maintenance facility. The Village also owns and operates the NOW Arena, an 11,800-person concert and entertainment venue.

The Village's seven-person IT Department provides network engineering, network infrastructure, network file & print services and administration, email administration, network authentication and access administration, network security and administration, Internet access and administration, help desk support to Village staff, information security, data management and analytics, and custom and off-the-shelf enterprise systems development and support. **An outline of the Village's primary software systems is included as Appendix A.**

This scope describes the approach requested to 1) assess the current state of the Village's primary software programs and business processes; and 2) develop

recommendations that reduce risks, enable departments to be more effective and efficient, and align the Village's technology with the strategic goals of the Village Board and the needs of residents and businesses. The outcome of this project will be a set of recommendations by the selected consultant, which will include a recommendation to either improve/upgrade or replace the Village's existing ERP software.

This project will require the selected consultant to identify and obtain input from key stakeholders and all departments in order to understand the Village's mission, vision and goals, as well as departmental business needs.

The Village requires a qualified professional with proven experience in ERP projects, including overall project management, process assessment, process improvement, needs assessment, and vendor evaluation.

The scope of the project is as follows:

- Assess the Village's existing software infrastructure, with a primary focus on business systems. *(See Appendix A for a full listing of the software and modules currently in use.)*
Key areas of focus to include:
 - Central Square Enterprise Resource Planning ("ERP") system, in use since 1998, which supports the Village's finance, human resources and community development functions. The assessment should include a review of the feasibility of Central Square to meet the ongoing needs and demands of the Village.
 - Central Square CommunityPLUS software, which supports the Village's permitting, code enforcement, inspection and planning functions.
 - Human Resources Information Systems ("HRIS") software, including, but not limited to, recruitment, onboarding, and employee evaluation functions.
 - A review of the various time/attendance software & processes used by each department.
 - Review of the Village's public facing systems, including but not limited to utility bill payment, service requests and permit applications.
- Determine whether existing systems adequately support business requirements and align with industry best practices.
- Formulate and provide recommendations for strategic software investments over the next 3-5 years, which may include a recommendation for an upgraded ERP with the Village's existing vendor, or starting a process to select a new ERP provider.

The selected consultant will develop the following key deliverables:

- 1) A project plan that identifies the tasks, milestones and a timeline for completion of the scope of services of the Project;
- 2) An assessment that presents a clear understanding of the current state of Village software and existing business practices; and
- 3) Recommendations for improvements to Village software to support effective and efficient business practices, including goals, timelines, specific projects, and success metrics.

The assessment will include the following components:

- Review of Village's existing systems, including processes, users, reports and controls.
- Identify existing systems' strengths and weakness, and where applicable, identify inefficient practices and methods to streamline business processes independent of current software system capabilities.
- Define current system constraints and identify improvements to existing procedures and business processes.
- Using appropriate facilitation techniques and interviews, develop required software features and functions list to include in a potential upgrade or in the selection process for a new provider.
- Include discussions on best practices and process improvements.
- Interview pertinent Village Staff to determine existing system use and processes, as well as to identify future system requirements. Schedule individual interviews with the following departments/divisions:
 - 1) General Government (Village Manager's office)
 - 2) Information Technology
 - 3) Human Resources Management
 - 4) Public Works
 - 5) Police
 - 6) Fire
 - 7) Village Clerk (licensing)
 - 8) Development Services, with separate interviews for:
 - a) Code
 - b) Engineering
 - c) Planning and Economic Development
 - 9) Finance, with separate interviews for:
 - a) Payroll
 - b) Accounts Payable
 - c) Customer Service / Front Counter
 - d) Water Billing

Key Activity	Target Date
Village Issues RFP	Thursday, August 4, 2022
Non-Mandatory Pre-Proposal Conference Call	Thursday, August 18, 2022
Proposal Questions Due from Consultants	Wednesday, August 24, 2022
Proposal Question Responses Due from Village	Monday, August 29, 2022
Proposals Due (via email) by 4:30 p.m.	Wednesday, September 7, 2022

Cost of Proposal

Expenses incurred in the preparation proposals in response to this RFP are the sole responsibility of the Proposer.

Multiple Proposals

Proposers may submit more than one proposal in response to this RFP. However, each proposal must be a separate, complete package, which will be considered independently of any other proposal from the same Proposer.

Errors in Proposals

Proposers are responsible for all errors or omissions in their proposal and any such errors or omissions will not diminish their obligation to the Village.

Right of Rejection

The Village of Hoffman Estates reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. The Village of Hoffman Estates may award a contract to a single contractor for all elements for the entire project or may award any of the elements separately. In addition, the Village of Hoffman Estates reserves the right to fund (and proceed with project or purchase), not to fund the project, or to partially fund the project. Any allowance for oversight, omission, error, or mistake by the proposer made after receipt of the proposal will be at the sole discretion of the Village of Hoffman Estates.

RFP Amendments

The Village reserves the right to change the schedule or issue amendments to the RFP at any time. The Village also reserves the right to cancel or reissue the RFP.

Proposal Response

The proposal must provide a summary of the proposer's qualifications to perform the duties outlined in the RFP. The following is a list of proposal requirements. The Village reserves the right to refuse any incomplete proposal.

- 1) Cover Letter
- 2) Proposal Summary
- 3) Fee Schedule **(to be submitted as a separate PDF attached to submission email)**
- 4) General Vendor Information
- 5) Project Staff List
- 6) Key Project Staff Background Information
- 7) Customer References for Similar Projects (up to five)
- 8) Project Schedule and Work Plan

FIRM NAME: _____

REFERENCES

NOTE: Firm shall provide as many references as possible for projects similar to that which has been described within this proposal.

MANDATORY INFORMATION

BUSINESS: _____
ADDRESS: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
APPROXIMATE DATE: _____

BUSINESS: _____
ADDRESS: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
APPROXIMATE DATE: _____

BUSINESS: _____
ADDRESS: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
APPROXIMATE DATE: _____

BUSINESS: _____
ADDRESS: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
APPROXIMATE DATE: _____

BUSINESS: _____
ADDRESS: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
APPROXIMATE DATE: _____

APPENDIX A: Primary Village Software Systems (ERP and HR Systems)

CentralSquare Products and Applications:

FinancePLUS

Fund Accounting

- General Ledger
- Accounts Payable
- Vendor Checks
- Receipts and Journal Entries

Purchasing

- Requisitions
- Purchase Orders

Budgeting

Human Resources

- Employee Information
- Electronic Leave Requests

Payroll

- Time Entry

Benefits

- Tracks Medical and Dental Benefits and dependents
Used in conjunction with Open Enrollment

Online Employee Portal – Employee Access Center

- Allows employees to:
 - View their Employee Information
 - Submit changes to certain employee information
 - View and print payroll checks and W2s
 - View their Leave History and Balances
 - Submit Electronic Leave Requests

Annual Open Enrollment for employees

Cognos Reporting for all of the above applications

CommunityPLUS

False Alarm Billing

Business Licensing

Business Tax

Food & Beverage, Hotel, Motor Fuel, Package Liquor, etc.)

Cash Receipts

Receipt entry for all Village financial transactions except those for Community Development

Interface processes for all CommunityPLUS application-related receipts to FinancePLUS.

Citations

This is a legacy application, but existing Citations are updated with payments, etc. We now use Dacra, which is not part of CentralSquare's products.

Fire and Safety Inspections

Miscellaneous Billing

Miscellaneous Licensing

Used to track Basset Servers certifications

Pet Licensing

Utility Billing

Used to bill monthly for Water use, Storm Sewer charges, Commercial Alarm Monitoring.

eGov Online Portal

Allows access to Utility Billing, Business Licensing, and Business Taxes. Payment of annual license fees, monthly Utility Bills, and submission of monthly Business Tax returns and payment for those taxes are all available here.

Cognos Reporting for all of the above-referenced applications

Community Development

Code Enforcement

Permitting

Planning and Development

CRM

eTRAKiT Online Portal

Permit, Projects, and CRM submittal and inspection requests.

Cognos Reporting for all of the above-referenced applications

SSRS Reporting for all of the above-referenced applications

Additional Products and Applications for Human Resources Management (non-Central Square):

CivicHR

Online job application portal, candidate assessment and selection, onboarding

Talent Central

Candidate and employee skills testing

Business Solver

Benefits administration

(Use required by healthcare consortium; however, integration would be desirable)

COMMITTEE AGENDA ITEM

VILLAGE OF HOFFMAN ESTATES

SUBJECT: 2023 Northwest Fourth-Fest Fireworks Display Contract

MEETING DATE: December 12, 2022

COMMITTEE: Finance Committee

FROM: 4th of July Commission
Daniel P. O'Malley, Deputy Manager/Commission Liaison



PURPOSE: To provide a recommendation from the 4th of July Commission to award the 2023 fireworks display contract.

BACKGROUND: In the past, the Commission has bid the July 4th fireworks display every three (3) years, which includes optional contract extensions of those services. In 2015, the fireworks display contract was bid and a contract awarded to Melrose Pyrotechnics for the 2016 festival. That contract has been extended and awarded annually since that time.

DISCUSSION: The 4th of July Commission reviewed this matter at their December 8, 2022 Commission meeting and is recommending an additional one-year contract extension with Pyrotecnico Fireworks, Inc. (formerly Melrose Pyrotechnics) for the fireworks display for the 2023 festival. Accordingly, attached is an agreement from Pyrotecnico for that purpose. The proposed agreement totals \$40,250 and provides a fireworks show that is similar to last year's program for the same cost. The attached agreement provides further details.

FINANCIAL IMPACT: The FY23 4th of July budget contains funds to cover this expense.

RECOMMENDATION: The 4th of July Commission has reviewed this agreement and recommends that the 2023 fireworks display contract be extended an additional year and awarded to Pyrotecnico Fireworks, Inc., New Castle, PA, in an amount not to exceed \$40,250 for the fireworks display at the 2023 Northwest Fourth-Fest in accordance with the attached agreement.

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on November 42022 by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and Village of Hoffman Estates, IL (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"), including the services of Pyrotecnico's on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on July 2, 2023, (the "Display Date"), weather permitting.

Customer agrees to pay Pyrotecnico the sum of \$40,250.00 (the "Contract Price"). Pyrotecnico will invoice CUSTOMER a deposit of \$20,125.00 is due February 15, 2023, and the final balance shall be due Net 10 from the Display Date. A service fee of 1 1/2% per month shall be added if the account is not paid in full within 30 days of the Display Date. Should the Village not secure funding in the amount of \$20,125.00 from the Northwest Fourth-Fest partners for the 2023 fireworks display by May 31, 2023, the Village shall have the option to reduce the fireworks display without penalty to a program and contract amount of not less than \$20,125.00.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional \$6,037.50 for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional \$16,100.00 for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to \$20,125.00.

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties attached hereto as Exhibit 1 and incorporated herein by reference. Quantities and varieties of products in the program are approximate, but the number of fireworks display materials and duration of the display shall not vary more than 5% from the quantities and duration outlined in Exhibit 1. After final design, exact specifications will be supplied to CUSTOMER. . Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of 420 FEET at all points from the discharge area; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as "Fireworks by Pyrotecnico" in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

PYROTECNICO :

By (sign): _____
Name: _____
Title: _____
Date: _____
Address: PO Box 149
New Castle PA 16103
Phone: (724) 652-9555
Email: contracts@pyrotecnico.com

CUSTOMER:

By (sign): _____
Name: _____
Title: _____
Date: _____
Address: _____
Phone: _____
Email: _____



2022 NOVEMBER MONTHLY REPORT

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Project Activities

Project – Open Enrollment

- Open Enrollment activities were a main focus in November. The Open Enrollment period ended the first week of November.
- Reset confirmations for several employees to resubmit benefits they had entered incorrectly or missed.
- Created over a dozen reports to check for employees failing to complete enrollment and to evaluate selections made.
- Once all selections were finalized, extracted the data for the deductions to begin in December and modified the dates as needed and reinserted the records for posting.
- Posted the Future Deduction Types and posting the December selections to all employee deductions.
- Created reports for HRM and Payroll to use to evaluate the changes made.

Project – ERP Consultant Selection

- Attended several meetings to interview consultant candidates, and then evaluated the companies for possible selection.

Project – Rental Licensing Renewal

- Evaluated the readiness for renewal of Rental Licenses and created multiple reports for DS staff to use to determine any corrections/adjustments that needed to be made.
- Developed a Renewal Letter that can be used for any year by inserting Prompt fields that allow for flexibility and the insertion of dates for selecting licenses and printing dates on the letters.
- Performed the Renewal Process once and found that several still needed to have their Expiration Dates corrected. Once corrected, ran the process again.
- Developed a report to use for Licenses that had not yet been inspected during the current License Year.

CentralSquare

PLUS Applications

- Working with Support, confirmed that their fix to the backend of CommunityPLUS fixed the fatal error when trying to retrieve the log files in Event Viewer.

- Reported to Support that Cognos Reporting was not working. They found a large amount of data that had to be cleared out to free up space on the server.
- Determined the adjustments needed to correct a payment made to a Utility Billing Account instead of the Business License it should have been applied to. Made the necessary adjustments.
- Contacted Support to cancel a Leave Request from the backend. We were not able to do it through the normal software. They also need to stop the automatic emails going to a terminated employee.
- Created new Job Class for HRM staff member.
- Submitted multiple CST Support tickets to have them add for new employees to the PLUS environment and to remove access for terminated employees.
- Contacted CST Support to re-enable access for multiple employees who let their passwords expire beyond 30 days. Added back their security access in the PLUS applications once their accounts were enabled.
- Applied Late Fees to all unpaid General Premises license.
- Penalized all unpaid Business, Home, and Liquor Licenses.
- Ran Penalty Process for Residential Rental Licenses.
- Removed the ability for CSRs to be able to adjust Cash Register transactions at the request of the Front Counter Supervisor.
- Created SQL script to update RRL License Deadline date.
- Multiple requests from staff regarding addresses required verification in PLUS and Community Development. Worked with GIS Tech to provide verification for entry into Community Development.
- Requested the FinancePLUS training databases be refreshed in preparation for posting the December deductions submitted through Open Enrollment.
- Evaluated a batch issue that was reported by Finance staff and advised them to reach out to Support to provided details so that it could be fixed from the back end of the database. The issue was resolved in less than an hour.
- Made adjustments in the Leave Request approvers for several HHS employees per department request.
- Assisted Finance staff in determining the cause of the False Alarm Billing process not completing. It was as a result of some events being entered without some required data.

Community Development Applications

- As a result of multiple reports of Community Development not responding in a timely manner, I reported to Support the issues that were occurring. They were able to resolve the issue.
- DS staff notified me that they were having problems with a payment made and record under the wrong payment type. They voided it, and then were unable to reenter it

under the correct type. I looked at the transactions in questions and determined they would need Support to fix it.

- Set up Tricia Morandi as a Support Case submitter.
- CST notified us that the long-standing issue of photos not appearing on reports had been fixed. I tested it and confirm they are now displaying. Notified DS staff.
- Support let us know that the latest hotfix contains a fix for the Auto Fee issue in Projects. I notified Development Services of availability of the Hotfix and provided details of what is contained in the hotfix. They will determine when they want it applied
- Modified SSRS Code Violation Reports to included new Code Inspectors.
-

GovQA

- At the request of PW, evaluated the issues they were having with the Cartegraph GovQA integration project. They were trying to submit Public Works Request Types that are not available to the public. I explained that PW had, years ago, decided that their requests would not be available for the public to submit; rather, PW staff submits all requests for assistance submitted by constituents. I further explained that they could be opened to the public as all other Village departments' are, and that they should evaluate if each request would need to be modified to make them user-friendly to the public. Until PW makes the decision to change these request types to be public facing, the testing Cartegraph staff on these request types are not going to be possible.
- Removed access for terminated employees.

Administration

- Compiled Budget Narrative for Business Applications Division.
- Prepared monthly report.
- Processed Payroll for department employees on November 14 and 28.

Training

- Reviewed Time Entry application with new employee and provided training cheat sheet.

Meetings

- Met several times during the month with the IT Director to review project status and issues of note.

Project Activities

Project – Annual Computer Replacement

- IT Department began configuring new computers to replace computers that are out of warranty. All Village desktop computers are in a 5 year replacement cycle.

Project – HHS CCTV System

- IT Department worked with the HHS Department and our CCTV vendor Pace Systems to design and install 9 new cameras with microphones in HHS designated rooms. These cameras will be used to record meetings between HHS employees and their clients which can be reviewed afterwards for possible training opportunities.

Project – GIS Upgrade & Migration

- IT Department installed a new server that will be used to replace the current GIS server. The IT Department worked with the GIS department as well as members of Development Services to determine which data is not currently used as well as possibly re-designing the underlying structure of the current data for better efficiency and best practice

Project – ServiceDesk Ticketing System

- IT Department completed configuring and testing the new ServiceDesk ticketing system and went live with the new system on November 1st. The new IT ticketing system has a more user-friendly interface as well as provides more robust reporting ability.

Project – NIU Fiber Re-location

- Since the early 2000s, NIU has provided the Village with a stable and cost effective fiber internet connection. This connection has become the Village's primary internet link, outperforming the backup connections maintained with Comcast and AT&T. In addition to internet access, NIU's infrastructure is used for direct fiber connection between Fire Station 24 and the main Village network. NIU's fiber backbone infrastructure is located at their former Hoffman Estates campus. This building is being decommissioned, and in anticipation of the building sale, NIU relocated that connection to the Beverly Road Tower (T-6)

Security and Other Updates

- The IT Department began updating the rules for our Barracuda Web Filter to align
- The IT Department began deploying replacement PC's at all (4) Fire Stations as part of the annual PC replacement
- The IT Department continues monitor and update Windows Servers with patches, updates and other security installations.
- The IT Department continues to deploy KnowBe4 email campaign.
- The IT Department performed general WSUS Update and service cleanup

IT Training

- I.T. Department conducted 3 new user orientation meetings for our new employees.

IT Meetings

- IT Staff held multiple meetings with GIS, Development Services and Baxter & Woodman in regards to migrating GIS services to a new server
- IT Staff met with NIU employees to discuss re-locating our current fiber connection from the old NIU campus to the Beverly Water Tower
- IT Staff met with Department heads in a Cyber-Security tabletop Exercise at the Police EOC
- IT Staff met with HHS department heads to discuss how they would like their new CCTV system to operate
- IT Staff met with ProvenIT to discuss a potential new VoIP solution
- IT Staff met with Police to discuss the hardware requirements for the new Body Cam solution

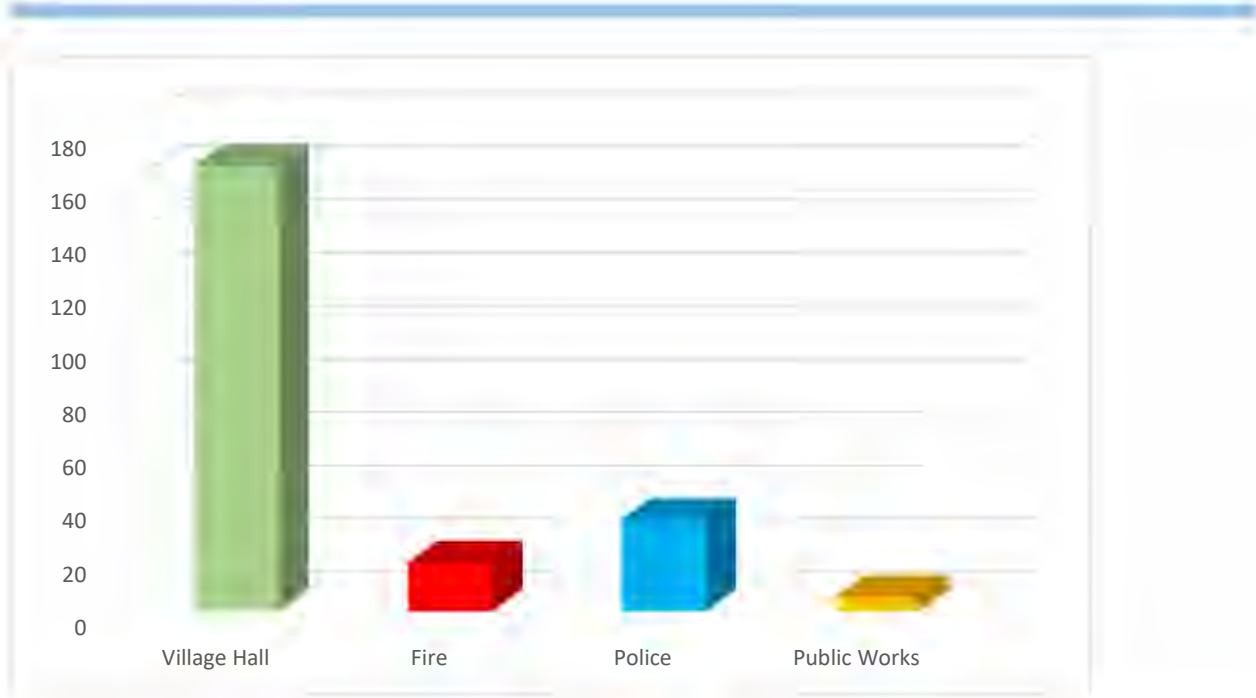
Technical Support, Hardware & Software Activities

- Applied necessary software updates as needed.
- 224 Help desk requests were opened during the month of November.
- 125 Help desk requests were closed during the month of November.
- Self Service Password Resets or Account Unlocks: 0
- Email passwords reset: 0
- SunGard passwords reset: 0
- Voicemail passwords reset: 1
- User accounts unlocked: 3
- Active Directory Password Resets: 1

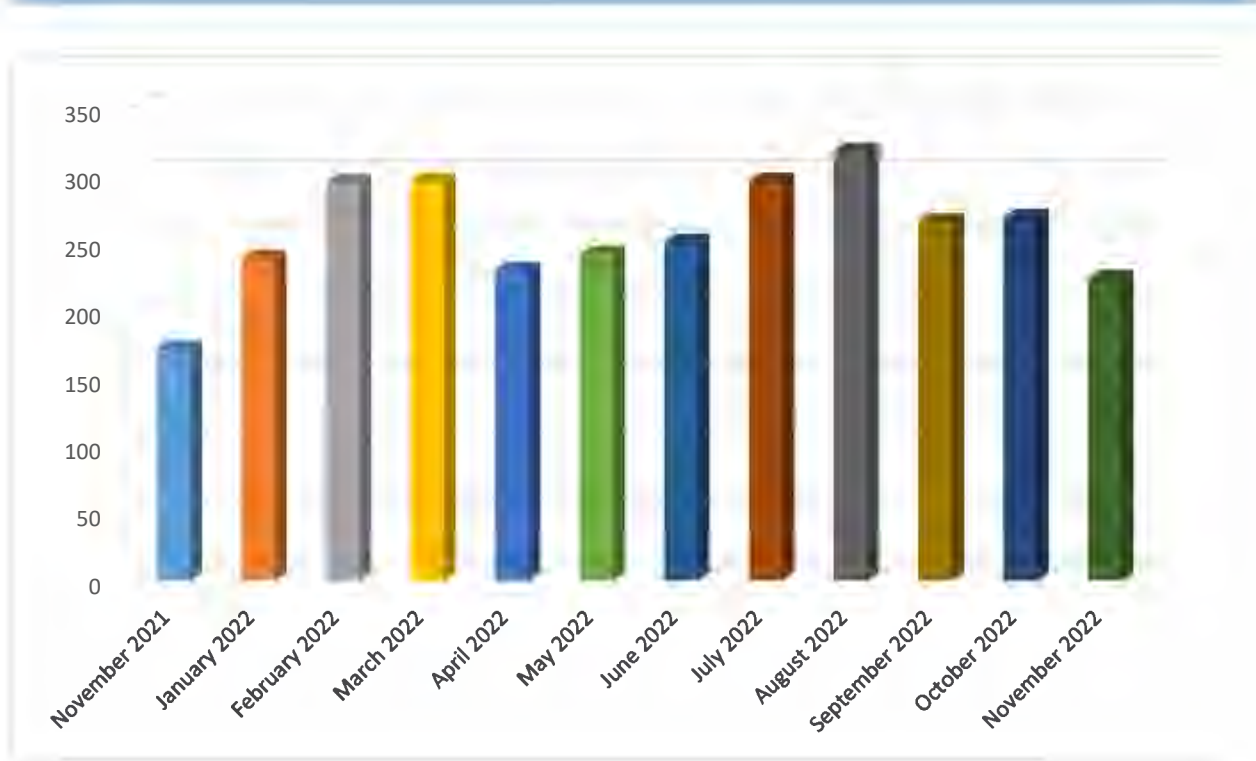
Total Work Orders by Priority by Month

Month	November
1 - Normal	134
2 - High	6
3 - Urgent	2
Project	5
Scheduled Event	74
Vendor intervention required	3
Total for Month	<hr/> 224

Completed Work Orders by Location



Completed Work Orders by Month

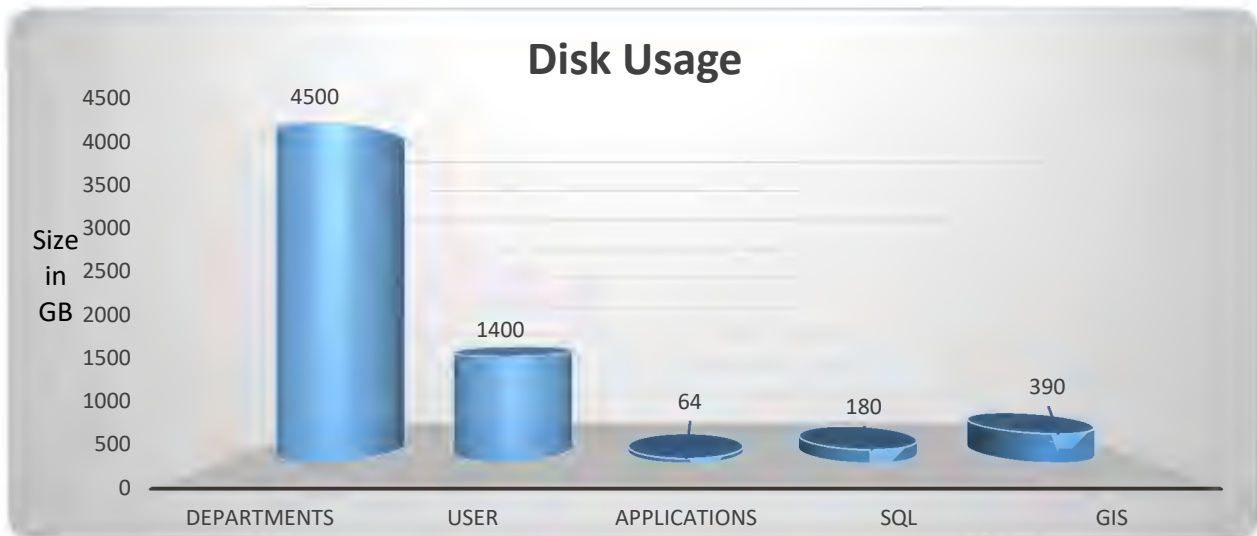


Printer Usage Report

In the month of November there were 55972 pages printed across the village. The following graph breaks down printer usage by department.

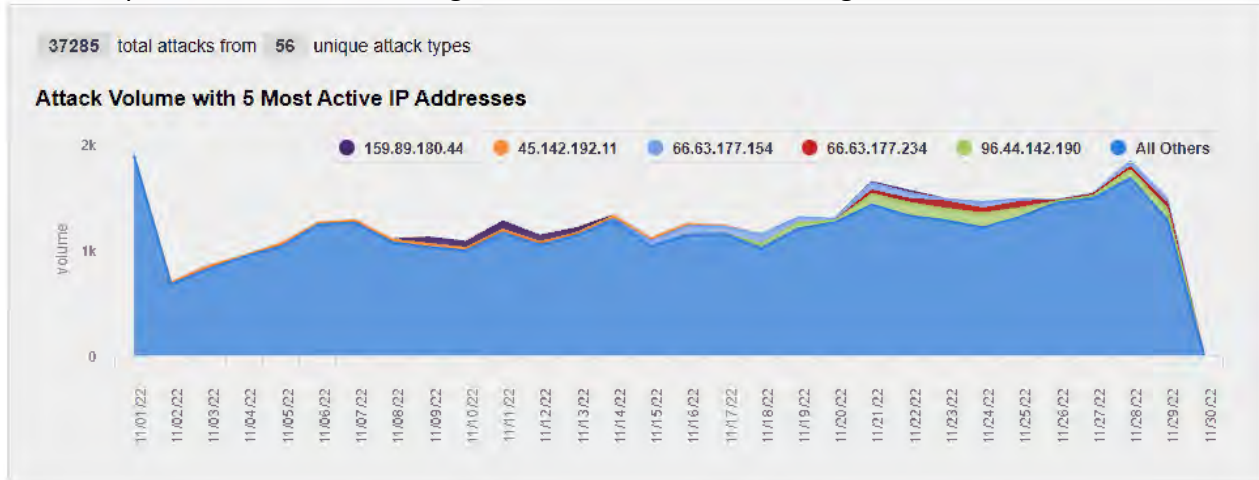


System and Data Functions



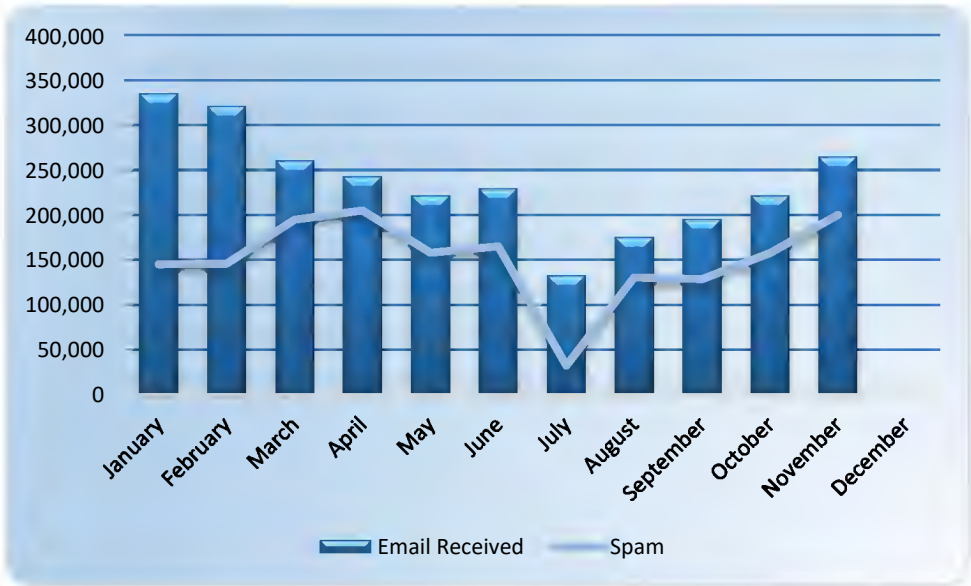
Sentinel IPS Attack Report

External parties attacked the Village network 37285 times during the month of November

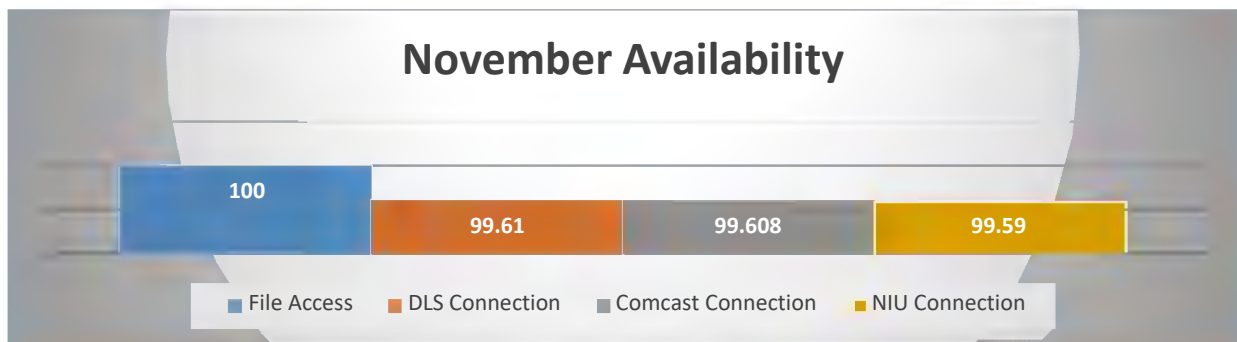


Email Spam Report

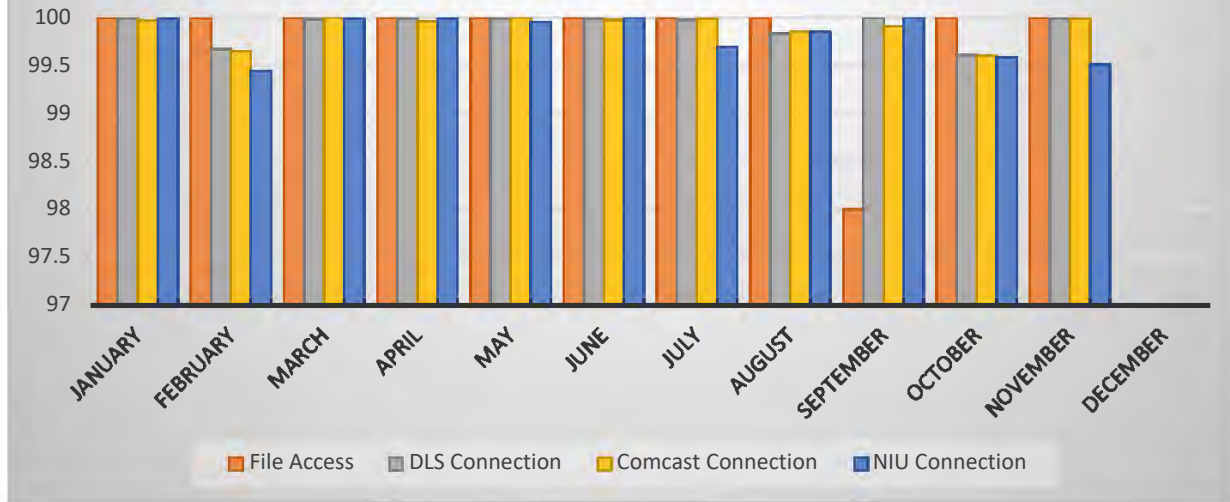
Month	Email Received	Spam	Percent Spam
January	335,178	145,017	43%
February	321,351	145,800	45%
March	260,497	194,577	75%
April	243,026	204,851	84%
May	221,666	157,690	71%
June	229,465	164,744	72%
July	132,433	32,216	24%
August	175,886	130,133	74%
September	195,317	128,372	66%
October	222,078	157,349	71%
November	264,882	199,802	75%
December			0%
Total	2,601,779	1,660,551	64%



File Access and Internet Availability



Cumulative Availability for File Access and Internet Connectivity



Darek Raszka, Director of Information Technology
