

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

Village of Hoffman Estates

Finance Committee Meeting Agenda

December 11, 2023

Immediately following Public Health & Safety Meeting
Village Hall, 1900 Hassell Road, Hoffman Estates, IL 60169

-
- I. Roll Call
 - II. Approval of Minutes -November 16, 2023 (Special) & November 27, 2023
 - III. Public Comment

NEW BUSINESS

1. Request approval of:
 - a) the 2024 Renewal of the Property and Casualty Insurance Program through the Suburban Liability Insurance Pool (Slip); and
 - b) the 2024 Renewal of the Village's Worker's Compensation, underground storage tank and liquor liability coverages through Alliant/Mesirow Insurance Services.
2. Request approval of an amended Memorandum of Agreement with Andy Frain Service, Inc. to provide contractual services for events at the NOW Arena.
3. Request authorization for a waiver of formal bid and award of contract to lease the following equipment from Proven IT for a 60-month lease term for \$2,499.62 per month:
 - a) One (1) Canon imagePRESS V700 high volume, black and white copier/printer/scanner which will include a 100 sheet stapling booklet finisher and C/Z folder upgrade (Village Hall Main Copy Room);
 - b) One (1) Canon IR C5860 high volume, -digital color copier/printer/scanner (Village Hall Main Copy Room);
 - c) Two (2) Canon IR C5840 (Health & Human Services and NOW Arena);
 - d) Three (3) Canon IR C5850 (Police Department); and
 - e) Enter into a five-year photocopier maintenance agreement for the above seven (7) machines and five (5) other existing copiers with Proven IT for a per copy charge not to exceed \$0.0056 for black and white copies, and \$0.0388 for color copies.

REPORTS (INFORMATION ONLY)

1. Finance Department Monthly Report
 2. Information Technology Department Monthly Report
 3. NOW Arena Monthly Report
-
- IV. **President's Report**
 - V. **Other**
 - VI. **Items in Review**
 - VII. **Adjournment**

I. Roll call

Members in Attendance:

**Trustee Gary Pilafas, Chairman
Trustee Anna Newell, Vice Chairperson
Trustee Karen Mills
Trustee Gary Stanton
Trustee Karen Arnet
Trustee Patrick Kinnane
Mayor William McLeod**

**Management Team Members
in Attendance:**

**Eric Palm, Village Manager
Dan O'Malley, Deputy Village Manager
Rachel Musiala, Finance Director
Kasia Cawley, Police Chief
Monica Saavedra, Director of H&HS
Joe Nebel, Director of Public Works
Darek Raszka, IT Director
Suzanne Ostrovsky, Asst. Village Manager
Ben Gibbs, NOW Arena General Manager
Pete Gugliotta, Dir of Development Services
Bev Romanoff, Village Clerk
Alan Wax, Fire Chief
David Ganziano, Assistant Fire Chief
Patrick Seger, Human Resources Mgmt Director
Bryan Ackerlund, Director Bldg and Code
Kasia Maciorowski, Accounting Assistant
Missy Brito, Communications Manager
Aaron Howe, Management Analyst**

The Special Finance Committee meeting was called to order at 6:00 p.m.

A quorum was present.

II. Approval of Minutes – None

III. Public Comment – None

NEW BUSINESS

- 1. Review and discussion of the Proposed FY2024 Operating & Capital Budget.**

Village Manager Eric Palm gave an overview of the Proposed FY2024 Operating and Capital Budget. We had originally planned to use \$4.8 million of the general fund reserves to pay for capital needs in the FY2023 Operating Budget. The good news is that sales tax, income tax, and real estate tax are higher than expected and because of that we won't have to use the \$4.8 million this year. Next year, we will use the same methodology that we used this year. We have a significant amount of capital so we will take \$6.1 million out of funds reserves to fund that capital. Our fund balance policy is 25% of expenses and utilizing these reserves will put us at about \$17 million at the end of next fiscal year which would be at 39% and that will be an additional \$10 million over what is required. The property tax levy that we are recommending for next year reflects an increase of 3.3%, solely attributed to our pension expenses. In terms of raises for employees for next year, we have a 2.25% increase for Police Patrol union and 2.5% increase for Police Sergeants per their contracts. Fire and Public Works departments are in negotiation. For non-union employee merit increases we have planned for 0% to 5%. Personnel changes for FY2024, we are re-instating a full time GIS Manager position in the General Government Department. For the Police Department a full time position for Patrol Officer, Community Service Officer, and a Social Worker that will be shared with Health and Human Services department. A full time superintendent of streets position and part time assistant in fleet services for Public Works Department. In Health and Human Services, a full time Post-Doctoral resident position, Social Worker, and increase in hours for a nurse. We will be spending a significant amount of money next year for capital: \$5.7 million in street program that includes 27 resurfacing and 4 reconstruction, \$9.9 million construction of fire station 21, \$1.0 million sidewalk replacement program, \$2.5 million improvement to Village Green, \$1.2 million for fire engine 22 replacement, \$2.5 million for stormwater projects, and \$9.4 million for water projects including a \$3.0 million water main replacement and \$1.9 million Pfizer lift station.

Suzanne Ostrovsky gave an overview for the General Government Department.

Kasia Cawley gave an overview for the Police Department.

Alan Wax gave an overview for the Fire Department.

Joe Nebel gave an overview for the Public Works Department.

Motion by Karen Mills, seconded by Trustee Stanton to take a 10-minute break. All ayes. Motion carried.

The Special Finance Committee was called back to order at 7:30 p.m.

Roll Call

Members in Attendance:

Trustee Gary Pilafas, Chairman
Trustee Anna Newell, Vice Chairperson
Trustee Karen Mills
Trustee Gary Stanton
Trustee Karen Arnet
Trustee Patrick Kinnane

Mayor William McLeod

A quorum was present.

Pete Gugliotta gave an overview for the Development Services Department.

Monica Saavedra gave an overview for the Health & Human Services Department.

Darek Raszka gave an overview of the Information Technology Department.

Trustee Arnet thanked Darek Raszka and IT Department staff for getting us up and running and making sure that everything was safe.

Ben Gibbs gave an overview for the NOW Arena.

Eric Palm gave an overview of the Boards and Commissions Department. The Fourth of July Commission is recommending a Drone Light Show which has not been included in the budget due to timing and computer issues. In the event that we don't find sponsors, staff is recommending \$20,000 be added to the budget.

Motion by Trustee Mills, seconded by Trustee Kinnane to approve FY 2024 Operating and Capital Budget as amended (4th of July drone light show). Voice vote taken. All ayes. Motion carried.

2. Request approval of the FY2024 – FY2028 Capital Improvements Program.

Approved with above item.

3. Direct staff to publish the Notice of Availability of Budget and Public Hearing on the 2024 Proposed Budget. With Committee's concurrence, the Public Hearing will be scheduled for Monday, December 4, 2023, at 6:55 p.m. in the Council Chambers prior to the Village Board Meeting. (Notice of this public hearing will be given at least one week prior to the hearing date).

Approved with below item.

4. Direct staff to draft the Tax Levy and Tax Abatement Ordinances, which will appear on the December 4, 2023 Village Board Agenda.

Motion by Trustee Stanton, seconded by Trustee Arnet to direct staff to draft the Tax Levy and Tax Abatement Ordinances, which will appear on the December 4, 2023 Village Board Agenda. Voice vote taken. All ayes. Motion carried.

IV. Adjournment

Motion by Trustee Stanton, seconded by Trustee Arnet, to adjourn the meeting at 8:35 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Kasia Maciorowski, Accounting Assistant

Date

FINANCE COMMITTEE MEETING MINUTES

November 27, 2023

I. Roll call

Members in Attendance:

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

Members Absent:

Karen Mills, Trustee

**Management Team Members
in Attendance:**

**Eric Palm, Village Manager
Dan O'Malley, Deputy Village Manager
Art Janura, Corporation Counsel
Kasia Cawley, Police Chief
Alan Wax, Fire Chief
Monica Saavedra, Director of HHS
Darek Raszka, IT Director
Alan Wenderski, Dir. Engineering
Bev Romanoff, Village Clerk
Ric Signorella, Multimedia Manager**

The Finance Committee meeting was called to order at 6:30 p.m.

II. Approval of Minutes – October 2, 2023 and October 23, 2023

Motion by Trustee Kinnane, seconded by Trustee Stanton, to approve the Finance Committee meeting minutes of October 2, 2023. Voice vote taken. All ayes. Motion carried.

Motion by Trustee Arnet, seconded by Mayor McLeod, to approve the Finance Committee meeting minutes of October 23, 2023. Voice vote taken. All ayes. Motion carried.

III. Public Comment

None

NEW BUSINESS

- 1. Request authorization to waive formal bidding (Due to a Competitive RFP Process) for purchase of Zoom Telephone System hardware from Carahsoft, Inc. in the amount of \$110,793.31; and**

Request authorization to waive formal bidding (Due to a Competitive RFP Process) and award a contract for professional services for phone installation to Zoom, Inc. in the amount of \$27,630; and

Request authorization to waive formal bidding (Due to a Competitive RFP Process) and award a contract for annual maintenance for the Village's telephone system to Zoom, Inc. in the amount of \$37, 638.66.

An item summary sheet was presented by Eric Palm and Darek Raszka to Committee.

Motion by Trustee Arnet, seconded by Mayor McLeod, to purchase of Zoom Telephone System hardware from Carahsoft, Inc. in the amount of \$110,793.31; and award a contract for professional services for phone installation to Zoom, Inc. in the amount of \$27,630; and award a contract for annual maintenance for the Village's telephone system to Zoom, Inc. in the amount of \$37, 638.66. to Voice vote taken. All ayes. Motion carried.

- 2. Request authorization to waive formal bidding and award a contract to CDW-G for purchase of Fortinet Switches in the amount of \$203,061 (Sourcewell cooperative pricing).**

An item summary sheet was presented by Eric Palm and Darek Raszka to Committee.

Motion by Trustee Arnet, seconded by Trustee Stanton, to award a contract to CDW-G for purchase of Fortinet Switches in the amount of \$203,061 (Sourcewell cooperative pricing). 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 deferred.

Motion by Trustee Arnet, seconded by Trustee Kinnane, to defer the Information System Department Monthly Report. Voice vote taken. All ayes. Motion carried.

- 3. NOW Arena Monthly Report.**

The NOW Arena Monthly Report was received and filed.

IV. President's Report – Mayor provided an update on his activities between November 20th and November 27th.

V. Other – Trustees wished Mayor McLeod a Happy Birthday (November 28th)

VI. Items in Review

VII. Adjournment

Motion by Trustee Kinnane, seconded by Mayor McLeod, to adjourn the meeting at 6:34 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

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

Date

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

NB1

SUBJECT: REQUEST APPROVAL OF:

A: THE 2024 RENEWAL OF THE PROPERTY AND CASUALTY INSURANCE PROGRAM THROUGH THE SUBURBAN LIABILITY INSURANCE POOL (SLIP); AND

B: THE 2024 RENEWAL OF THE VILLAGE’S WORKER’S COMPENSATION, UNDERGROUND STORAGE TANK AND LIQUOR LIABILITY COVERAGES THROUGH ALLIANT/ MESIROW INSURANCE SERVICES.

DATE: DECEMBER 11, 2023

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, 2024. 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 as compared to the standard insurance market.

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, 2022 and 2023 claims experience. To date, the Village's \$446,992 contribution to the 2019, 2020, 2021, 2022 and 2023 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 2024. 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.

2024 Renewal: Premium and Limit Considerations

The Village will realize a 9.79% or \$76,570 increase in total program costs for the 2024 SLIP renewal. The increase 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 \$2,803 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 2024 losses are closed out.

Secondly, the increase in premium is due, in part, to an increase in the Village's property values. SLIP conducted a formal appraisal of all insured properties in 2023. As a result, there is a market increase added to the Village's property values. There is a \$62,966 or 83.63% increase in premium due to the increase in property values as a result of the audit.

Lastly, there was an increase in overall premiums due to the continued hardening of the insurance market in 2023, particularly in the property insurance market. It should be noted that the national and global excess liability markets do show signs of softening. 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 property liability market.

It should be noted that there are increases in premium for several coverages. However, other coverages reflect a reduction in premiums. The attached exhibit details the change in premiums for each individual line of coverage.

Cyber Liability Coverage

The cyber liability insurance market has started to soften in the past year. However, the Village did experience a loss in this line of coverage in 2023. This has affected the terms of the renewal with the incumbent carrier, Travelers. As a result, Travelers has provided a quote that is not competitive with the other insurance quote the Village has received from Cowbell Cyber Inc. insurance company. Cowbell is an A+ rated insurance company admitted in the State of Illinois. They have provided a quote that would increase the coverage limit by \$1,000,000 and reduce the deductible by \$25,000 and reduce premium. 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 to bind the 2023 coverage. One of the most significant requirements was to implement multi-factor authentication (MFA). The Village had 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. The Village's 2024 premium for cyber coverage with Cowbell has decreased from 2023 7.49% or \$3285. The total premium for cyber coverage for 2024 is \$40,593.

Loss fund Reimbursement/Pool Credits

As stated above, the loss reserves the Village retains for coverage in prior years is subject to the Village recouping those funds if the claims in that policy year have been closed out and the reserves are not exhausted. Since the claims in the 2019 coverage term have all closed out, and a significant reserve remained, the pool has allocated a portion of those funds to offset the premium increase in 2024. A \$28,024 credit from the loss fund and a \$24,660 operating cost credit for a total of \$52,684 in credits has been applied to reduce the total program cost by 5.7%. This adjusted premium option may be considered in future years as prior terms mature and the loss reserves become available to be reimbursed to the membership. This is a significant benefit to being in SLIP. In the standard insurance market, loss reserve funds would not be available to the insured.

The total SLIP program costs for 2024 include the following:

Premium costs of \$692,816

Operating costs of \$218,538

Pool credits of \$52,684

The total program cost to the Village for the 2024 SLIP renewal is \$858,670.

Please see the attached exhibit 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. However, the liquor liability carrier, Lloyds of London, has offered a \$700,000 increase in limits with no increase in premium for a \$1,000,000 coverage limit. The premium for liquor liability is \$1,500 and the premium for underground storage tank coverage is \$4,091.

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. The pool is reinsured by Safety National, which was 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.

The total premium cost for worker's compensation coverage for 2024 is \$140,200, a 5.7% or \$8,094 increase from the prior year.

IPRF has also offered a Safety Grant in the amount of \$6,376, which can be used to reimburse the Village's expenses related to the safety program and in turn offset the premium expense, essentially adjusting the premium increase in 2024 down to 1.3%.

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

FINANCIAL IMPACT: The SLIP renewal recommendation presented below represents an adjusted 9.79% or \$ \$76,570 increase in the overall cost for the package program as compared to the Village's expiring program.

The cyber premium recommendation of \$40,593 reflects a decrease of 7.9% or \$3,285.

There is also a 6.1% or \$8,423 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 FY24 budget.

RECOMMENDATIONS:

A: SLIP Renewal

Approval of the renewal of the SLIP coverage package for a total cost of \$858,670 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 cost of \$145,791.

Draft

**Village of Hoffman Estates
Pricing Comparison
1/1/2024-2025**

Lines of Coverage*	2023-2024	2024-2025	\$ Change	% Change
SLIP Package	\$ 161,674	\$ 187,813	\$ 26,139	16.17%
SLIP Terrorism	\$ 9,140	\$ 10,335	\$ 1,195	13.07%
SLIP Excess Property	\$ 75,295	\$ 138,261	\$ 62,966	83.63%
SLIP Boiler	\$ 8,213	\$ 9,713	\$ 1,500	18.26%
SLIP Excess Crime	\$ 3,872	\$ 3,872	\$ -	0.00%
SLIP Excess Liability - 1st Layer	\$ 168,551	\$ 193,501	\$ 24,950	14.80%
SLIP Excess Liability - 2nd Layer	\$ 95,497	\$ 108,728	\$ 13,231	13.85%
Cyber	\$ 43,878	\$ 40,593	\$ (3,285)	-7.49%
CCMSI Claims Fee	\$ 29,832	\$ 28,195	\$ (1,637)	-5.49%
AIG Broker Fee	\$ 43,697	\$ 45,008	\$ 1,311	3.00%
Loss Fund**	\$ 142,532	\$ 145,335	\$ 2,803	1.97%
Net Postion Credit	N/A	\$ (28,024)	N/A	N/A
SLIP Operating Costs	\$ (81)	\$ (24,660)	\$ (24,579)	-30344.44%
TOTAL	\$ 782,100	\$ 858,670	\$ 76,570	9.79%

*TRIA not included in pricing

**Cyber reflects \$2M Option from Cowbell

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	Safety National	Arch Insurance - Could not compete with IPRF
SIR /Deductible	\$500,000 deductible	\$500,000 deductible	\$750k all other - \$600,000 All Other	\$750,000 All Claims
Employers Liab. Limit	\$ 3,000,000	\$ 3,000,000	\$ 2,000,000	\$ 1,000,000
Payroll	\$ 35,218,579	\$ 36,835,890	\$ 36,835,890	\$ 36,835,890
Premium	\$ 133,460	\$ 146,576	\$ 166,700	N/A
Est. TPA Costs	Included	Included	\$ 25,000	\$ 25,000
Safety Grant	-\$1,354.00	-\$6,376.00	N/A	N/A
Total Net Cost	\$ 132,106	\$ 140,200	\$ 191,700	N/A
Liquor Liability				
	Expiring	Renewal - Opt 1	Renewal - Opt 2	Renewal - Opt 3
Carrier	Lloyds of London	Lloyds of London	Lloyds of London	Lloyds of London
SIR /Deductible	None	None	None	None
Premium	\$1,500	\$1,200	\$1,350	\$1,500
Limit	\$300,000	\$300,000	\$500,000	\$1,000,000
Underground Storage Tank				
	Expiring	Renewal - Opt 1		
Carrier	Ironshore	Ironshore		
SIR /Deductible	\$ 75,000	\$ 75,000		
Premium	\$ 3,762	\$ 4,091		
Limit	\$ 1,000,000	\$ 1,000,000		
Retro Date	1/1/2013	1/1/2013		

1. Other markets approached: Berkley, Colony , Chubb - declined as they cannot write tanks 30 years or older .
As per last year Crum only offers a 20k limit.
2. The UST premiums do not include TRIA
3. IPRF needs a signed deductible agreement

COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT: Request approval of an amended Memorandum of Agreement with Andy Frain Services, Inc. to provide contractual services for events at the NOW Arena.

MEETING DATE: December 11, 2023

COMMITTEE: Finance Committee

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



REQUEST: Request approval of an amended Memorandum of Agreement with Andy Frain Services, Inc. to provide contractual services for events at the NOW Arena.

BACKGROUND: The Village originally approved an agreement with Andy Frain in 2013 to provide contractual services at the arena which included guest services, security, outside services and supervisors for those functions. That agreement was amended in 2019 and again in 2021 to increase pay rates coming out of the pandemic, when it was very difficult to find personnel to work in those positions. The adjusted rates were formalized in an amendment and approved by the Board in August, 2022. The amended agreement provided pay rates for each of the nine different position classifications and separate rates, which are lower, for basketball events. Arena staff has been satisfied with the quality of the contractual services provided by Andy Frain since 2013.

DISCUSSION: While arena events have returned to normal since the end of the pandemic, staffing for events still remains an issue locally and nationally as venues struggle to fill necessary positions. This is especially true in the hospitality and event sector as these jobs tend to be lower paying and many potential employees have found work elsewhere. With the minimum wage up to \$13.70/hr in Cook County, obtaining and retaining employees to work at or just above minimum wage continues to be difficult. The previous pay rate increases to the agreement were important as the NOW Arena reopened to offer all events. It is apparent that additional increases are necessary to remain competitive and ensure that events are properly staffed.

Attached is a proposed amendment to the existing service agreement increasing the current pay rates including a holiday pay rate. The proposed rates reflect increases between 3% and 12.5% (depending

on the position classification) and between 15% and 24% for basketball events. As mentioned above, the basketball event rates are lower than other event rates, so the percentage increase is proportionally larger as a result, yet still slightly less overall than other events.

As Appendix B shows, Andy Frain personnel are paid between \$15 and \$20/hr and the billable rate includes administrative expenses (ie) insurance, workman`s compensation, etc. In comparison, comparable venues pay between \$18 and \$20/hr and downtown venues pay between \$37 and 43/hr. Accordingly, in order to remain competitive, it is recommended that the pay rates be approved as outlined in the attached amendment. Corporation Counsel has reviewed this amendment and finds it acceptable. The agreement will expire at the end of 2024 and staff will work with Andy Frain over this next year on a multi-year agreement to begin 2025.

FINANCIAL IMPACT: The increased pay rates will result in higher expenses for arena events. However, the increased pay rates in 2021 were offset by higher show volumes and increased event revenue, which may be possible again in 2024. Additionally, any increased cost could be addressed with an increase to the Facility Maintenance Fee applied to each event ticket if necessary.

RECOMMENDATION: Request approval of an amended Memorandum of Agreement with Andy Frain Services, Inc. in accordance with the attached amendment to provide contractual services for events at the NOW Arena.

Attachment



AMENDMENT TO SERVICE AGREEMENT

Effective December 18, 2023 (“Effective Date”), this Amendment (“Amendment”) to Service Agreement amends that certain Service Agreement made by and between Andy Frain Services, Inc. (“Contractor”) and **The Village of Hoffman Estates** (“Customer”), as follows:

WHEREAS, Customer and Contractor entered into that Service Agreement effective August 31, 2022 (the “**Agreement**”) setting forth the terms and conditions under which Contractor provides Customer certain security services and event personnel for the purpose of performing certain security services (as defined in the Agreement);

WHEREAS, Customer and Contractor now wish to amend the Agreement by entering into this Amendment with such amended terms to commence as of the Effective Date; and

WHEREAS, any term not defined in this Amendment shall have the same meaning ascribed thereto in the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, Customer and Contractor hereby agree to amend the Agreement as delineated below commencing as of the Effective Date:

1. **Term.** The Parties expressly agree that the Term of the Agreement shall be extended to December 31, 2024.

2. **Rates.** The Parties agree that Appendix B to the Agreement will be modified, effective December 1, 2023, through December 31, 2024, as follows:

Service Personnel	Pay Rate	Bill Rate	Overtime*	Holiday
Event Contract Manager	Salaried	\$36.05		\$54.08
Event Outside Supervisor	\$20	\$29.40		
Guest Services Office Manager	\$20	\$29.40	\$44.10	\$44.10
Security Supervisor	\$19	\$26.46	\$39.69 (only loading dock, floor, and lobby positions)	\$39.69
Outside Auditor	\$17	\$24.99		\$37.49
Outside Event Control	\$16	\$23.52		\$35.28
Security Officer	\$16	\$23.52		\$35.28
Guest Service/Event Staff	\$15	\$22.05		\$33.08
Outside Directors	\$15	\$22.05		\$33.08



Windy City Bulls Rates

Service Personnel	Pay Rate	Bill Rate	Holiday
Event Contract Manager	Salaried	\$35.00	\$52.50
Event Outside Supervisor	\$20		
Guest Services Office Manager	\$20	\$29.40	\$44.10
Security Supervisor	\$19	\$23.52	\$35.28
Outside Auditor	\$17	\$23.52	\$35.28
Outside Event Control	\$16	\$23.52	\$35.28
Security Officer	\$16	\$22.05	\$33.08
Guest Service/Event Staff	\$15	\$20.58	\$30.87
Outside Directors	\$15	\$20.58	\$30.87

***When requested by Customer, overtime will be billed at 1.5 of the Bill Rate.**

Observed Holiday: The nine (9) standard Holidays are New Year's Day, MLK Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

3. The Parties agree that this Amendment shall be incorporated by reference into and shall be made part of the Agreement. The Services as contemplated under this Amendment shall remain subject to all other terms and conditions contained in the Agreement. All other provisions of the Agreement not expressly modified herein this Amendment shall remain in full force and effect, it being understood that, in the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment will take precedence. For the convenience of the Parties, this Amendment may be executed in any number of counterparts, including by facsimile, electronic signature or portable document format (i.e., .PDF), each of which shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. The execution of a counterpart of the signature page of this Amendment shall be deemed to be the execution of a counterpart of this Amendment.

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

SIGNATURE PAGE TO FOLLOW



ANDY FRAIN SERVICES, INC., an Illinois Corporation

DocuSigned by:
By: Laura Grund
95FDA2C5E79D47D
Laura Grund
Executive Vice President
Date: 12/7/2023

THE VILLAGE OF HOFFMAN ESTATES

By: _____

Date: _____

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request Authorization for Waiver of Formal Bid and Award of Contract for Lease of Replacement Village Copiers & Maintenance Agreement (Sole Source)

MEETING DATE: December 11, 2023

COMMITTEE: Finance

FROM: Rachel Musiala, Director of Finance

PURPOSE: Request authorization for a waiver of formal bid and award of contract to lease the following equipment from Proven IT for a 60-month lease term for \$2,499.62 per month:

- a) One (1) Canon imagePRESS V700 high volume, black and white copier/printer/scanner which will include a 100 sheet stapling booklet finisher and C/Z folder upgrade (Village Hall Main Copy Room);
- b) One (1) Canon IR C5860 high volume, -digital color copier/printer/scanner (Village Hall Main Copy Room);
- c) Two (2) Canon IR C5840 (Health & Human Services and NOW Arena);
- d) Three (3) Canon IR C5850 (Police Department); and
- e) Enter into a five-year photocopier maintenance agreement for the above seven (7) machines and five (5) other existing copiers with Proven IT for a per copy charge not to exceed \$0.0056 for black & white copies, and \$0.0388 for color copies.

BACKGROUND: The Village currently has the following Canon copier equipment being utilized throughout the Village:

Location	Unit	Type	Date New	Average Monthly Copies	Recommendation
Main Copy Room	C8505	B/W	11/30/2018	15,000	Replace
Main Copy Room	C7565	Color	11/30/2018	13,200	Replace
2 nd Floor Copy Room	C5560i	Color	11/30/2018	5,100	Keep
HRM	C5550i	Color	11/30/2018	2,000	Keep
H&HS	C5550i	Color	11/30/2018	5,400	Replace
Police (x4)	C5550i	Color	12/28/2018	6.000	Replace 3; keep 1
Fire Station	C5550i	Color	12/28/2018	1,100	Keep

NOW Arena (x2)	C5550i	Color	10/25/2019	3,200	Replace 1; keep 1
Public Works	C5550i	Color	6/25/2020	7,000	n/a

DISCUSSION:

The Village plans for a five-year life cycle for its copy machine equipment and all of the machines being replaced are approaching this life cycle and have high usage. However, due to low usage from five of the units (not including the unit at Public Works due to its age and the fact that it is on a different contract cycle), Proven IT is recommending that the Village keep these units since they are in excellent condition with low copy activity. Because of this, the new leasing agreement is being considered a sole-source arrangement due to the fact that other copier companies would have wanted to replace all of the equipment and the cost would have been higher. Additionally, other copier companies would not have wanted to maintain equipment that was not their own.

Before beginning the replacement process, staff from each user department met with Proven IT to discuss the Village's satisfaction with the equipment and our needs related to the equipment that has lower usage. Each unit that is being kept has been discussed with departments and is agreeable to staff. The Village has worked with Proven IT for several years and their equipment and service are very satisfactory.

FINANCIAL IMPACT:

The current lease pricing for the existing equipment is \$2,403. The new lease pricing for the upgraded equipment will be \$2,499.62. The annual maintenance will include a per copy charge, as detailed below, which is being held flat with what the Village is currently paying.

RECOMMENDATION:

Request authorization for a waiver of formal bid and award of contract to lease the following equipment from Proven IT for a 60-month lease term for \$2,499.62 per month:

- a) One (1) Canon imagePRESS V700 high volume, black and white copier/printer/scanner which will include a 100 sheet stapling booklet finisher and C/Z folder upgrade (Village Hall Main Copy Room);
- b) One (1) Canon IR C5860 high volume, -digital color copier/printer/scanner (Village Hall Main Copy Room);
- c) Two (2) Canon IR C5840 (Health & Human Services and NOW Arena);
- d) Three (3) Canon IR C5850 (Police Department); and
- e) Enter into a five-year photocopier maintenance agreement for the above seven (7) machines and five (5) other existing copiers with Proven IT for a per copy charge not to exceed \$0.0056 for black & white copies, and \$0.0388 for color copies.

ATTACHMENTS



LEASED EQUIPMENT DETAILS

Proposal #	Proposal Date	Customer PO #	Delivery Date	Sales Representative
12288	11/06/2023			Jeff Phillips

SHIP TO	
Customer #: 8478829100	
VILLAGE OF HOFFMAN ESTATES	
1900 HASSELL RD	
HOFFMAN ESTATES, IL 60169	
Contact:	
Phone:	
Email:	

BILL TO	
Customer #: 8478829100	
VILLAGE OF HOFFMAN ESTATES	
1900 HASSELL RD	
HOFFMAN ESTATES, IL 60169	
Contact:	
Phone:	(847) 882-9100
Email:	

QTY	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL
1		Canon imagePRESS V700		See Lease
1		Canon IR C5860		
2		Canon IR C5840		
3		Canon IR C5850		
		*Includes Instant Ownership of Canon C5560i for IS Dept, Canon C5550i at 2nd Floor HR, Canon C5550i Investigations Police Dept, Canon C5550i at Fire Dept, and Canon C5550i at NOW Arena		
		*Includes 100 sheet stapling booklet finisher and C/Z Folder upgrade for Canon I Press V700		
		*Includes delivery, installation, and training		
		*Includes satisfaction of existing Marlin leases 401-0425643-001,002, and -003 beginning 2/1/24. Includes pickup and return of existing Canons to lease company at no charge		
		*Includes delivery in December and 1st payment not due until 2/2024		

*For additional items see addendum

Networking Charges *Additional charges for networking will be applied after the first 2hrs at a \$100.00 hourly rate I (We) Decline Networking Service: <input type="checkbox"/> Initial: _____	Lease	60 mo. totals @ \$2,499.62
	Term Option	FMV

Accepted by ProvenIT		Accepted by Customer	
			{SIGDATE1}
Authorized Signature	Date	Authorized Signature	Date
		{SIGNAME1} / {SIGTITLE1}	
Printed Name / Title		Printed Name / Title	

1. LEASE. The Seller, Proven IT, assigns the financial/payment portion of this transaction to a financing company for purposes of the Customer leasing the goods subject to this Agreement.
2. AVAILABILITY: Customer agrees that the Goods and Services are subject to availability and Seller reserves the right to substitute models of like specification if practicable. Seller may cancel any order or any part of an order without cause at any time and without penalty, and Seller's sole obligation shall be to return any down payment paid by Customer. If parts become unavailable for discontinued equipment, Seller reserves the right to delete said equipment in accordance with the terms of this agreement.
3. DELIVERY AND INSTALLATION: Seller shall use its standard packaging. Seller shall choose the method of delivery; Seller reserves the right to deliver the goods in installments. Equipment will be installed in accordance with manufacturer's specification. At Customer's sole cost and expense, Customer shall insure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all costs and expenses for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work, external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines) and equipment line cord, is not covered by this agreement, unless otherwise specified on the front side of this document. Upon delivery and installation of the equipment, Customer will sign a Delivery and Acceptance form from the financing company acknowledging that all equipment has been received. Upon receipt of the signed Delivery and Acceptance form, Proven IT will submit the form to the financing company for final approval and funding on the lease.
4. MAINTENANCE, SUPPORT AND SERVICE: Any and all maintenance, support and service in relation to the goods and services shall come directly from the manufacturer, unless separately agreed to in writing by the parties. Proven IT shall not provide support, education, maintenance, or repairs in relation to the goods and services as Proven IT is acting merely as a reseller and installer of the goods. Proven IT is not acting as employee or agent of the manufacturer in conjunction with the resale or installation of the goods.
5. INDEPENDENT CONTRACTOR: It is understood and acknowledged that the goods and services which Proven IT provides to Customer hereunder shall be in the capacity of an independent contractor and not as an employee or agent of Customer. Proven IT shall not be eligible for and shall not receive any employee benefits from Customer and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums and all similar taxes and fees relating to the fees earned by Proven IT hereunder.
6. RISK OF LOSS: The goods shall be identified to the contract, and risk of loss shall pass to Customer when the goods are placed in the hands of the carrier.
7. NO WARRANTIES: PROVEN IT IS NOT THE MANUFACTURER OF THE GOODS AND SERVICES. CUSTOMER UNDERSTANDS AND AGREES THAT THE GOODS AND SERVICES ARE PROVIDED "AS IS" AND PROVEN IT DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE REGARDING OR RELATING TO THE GOODS AND SERVICES, OR ANY MATERIALS, SERVICES OR ITS INSTALLATION FURNISHED OR PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, INCLUDING UPDATES OR SUPPORT. PROVEN IT MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE GOODS AND SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE GOODS AND SERVICES, THAT THE GOODS AND SERVICES WILL MEET THE CUSTOMER'S NEEDS OR EXPECTATIONS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. USE OF THE GOODS AND SERVICES IS AT CUSTOMER'S SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE GOODS AND SERVICES IS AT CUSTOMER'S OWN DISCRETION AND RISK. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM USE OF THE GOODS AND SERVICES. ANY APPLICABLE WARRANTY ON THE GOODS AND SERVICES PROVIDED BY THE MANUFACTURER WILL PASS THROUGH TO THE CUSTOMER.
8. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, OTHER THAN DAMAGES PROXIMATELY CAUSED BY REASON OF WILLFUL MISCONDUCT ON THE PART OF PROVEN IT, PROVEN IT, ITS REPRESENTATIVES, SUCCESSORS AND ASSIGNS DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY CAUSED BY THE GOODS AND SERVICES NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR PRODUCTS, BUSINESS INTERRUPTION, FAILURE OR MALFUNCTION OF THE GOODS AND SERVICES, LOSS, OR OTHERWISE FOR THE PROVISION OF THE GOODS AND SERVICES, EVEN IF NEGLIGENT. PROVEN IT PROVIDES THE GOODS AND SERVICES TO CUSTOMER "AS IS" AND WITH ALL FAULTS. PROVEN IT DOES NOT WARRANT THE ERROR-FREE OPERATION OF THE GOODS AND SERVICES. CUSTOMER ACKNOWLEDGES THIS ALLOCATION OF RISK BY EXECUTION OF THIS AGREEMENT AND/OR BY THE PAYMENT OF FEES TO PROVEN IT. IN NO EVENT WILL PROVEN IT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PROVEN IT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL PROVEN IT'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO PROVEN IT DURING THE 90-DAY PERIOD IMMEDIATELY PRECEDING THE ALLEGED CLAIM AND/OR TERMINATION OF THIS AGREEMENT.
9. ASSIGNMENT: This agreement shall not be assigned by Customer without Seller's express written consent. In the event that Seller assigns any of its obligations under this agreement, Seller shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted on or against Seller and not its assignee.
10. NOTICES: All notices required to be given under this agreement shall be in writing and shall be sent by U.S. first class mail to the parties at the address listed on the front of this agreement.
11. INDEMNIFICATION: Customer shall bear all risk of theft, loss or damage not caused by Seller's employees or agents, to all goods and services installed under this agreement. Customer agrees to indemnify, defend and hold harmless Seller, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising or Customer's use of the goods and services, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person, unless caused solely as the result of an intentional act or omission by Seller. Seller shall indemnify Customer against any costs, losses, damages or liability incurred by Customer as the result of any third party's claim of infringement of its patent, copyright trademark which claim arises out of the use of the product by Customer. Customer shall immediately notify Seller in writing of such claim or demand. Seller shall have the sole right to control, and defense, thereof, and Customer agrees that it will not settle any such claim against itself without the prior written consent of Seller. Provided however, that Seller shall not indemnify Customer with respect to any claim relating to product(s) which is/are manufactured according to Customer's instructions, or modified by Customer or combined with other non-seller products, equipment, systems and/or processes. Failure of Customer to provide timely notification of claim to Seller shall relieve Seller of its obligation to indemnify Customer.
12. FORCE MAJURE: Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to make payment) to the extent that such party was hindered in its performance by act of god, abuse, misuse, excess of voltage or power surges, repairs other than those provided by PROVEN IT authorized personnel, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
13. SEVERABILITY: If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.
14. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Illinois and the Uniform Commercial Code as adopted therein without regard to choice of law principles. In the event of litigation or other proceedings by Seller to enforce or defend any term or provision of this agreement, Customer agrees to pay all costs and expenses sustained by Seller, including but not limited to, reasonable attorney's fees.
15. SELLER'S AGENTS. Customer acknowledges that it has been advised that no agent, employee, or representative of Seller has any authority to bind seller to any affirmation promise, representation, or warranty concerning any goods and services, and unless such affirmation, promise, representation, or warranty is specifically set forth in this agreement it does not form a basis of this bargain and shall not be enforceable against Seller.
16. ENTIRE AGREEMENT: This instrument, and any attachments hereto, is the entire agreement between Customer and seller and supersedes any proposal or prior agreement, oral written, and any other communications relating to the subject matter of this agreement. The terms and conditions of this agreement shall supersede any terms and conditions which may be contained on any purchase order or other document which may be issued by Customer.

Customer Initials _____

Proven IT Representative Initials _____



Lease Agreement

APPLICATION NO.

AGREEMENT NO.

18450 Crossing Drive, Suite D • Tinley Park, IL 60487 • Phone: 708.614.1770 • Fax: 708.614.1760

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Proven Business Systems, LLC.

CUSTOMER INFORMATION

FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, E-MAIL, EQUIPMENT LOCATION

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES, SERIAL NO., Canon imagePRESS V700/800/900 Series Main Engine, 100 sheet stapling booklet finisher, C/Z Folder

See attached Schedule A

TERM AND PAYMENT INFORMATION

60 Payments* of \$1,734, If you are exempt from sales tax, attach your certificate. *plus applicable taxes

END OF TERM OPTIONS

You may choose one of the following options... Purchase all of the Equipment for its Fair Market Value... Purchase all of the Equipment for \$1.00.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Proven Business Systems, LLC, SIGNATURE, TITLE, DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

VILLAGE OF HOFFMAN ESTATES, SIGNATURE, TITLE, DATED, {SIGFEDID}, {SIGNAME2}, PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

VILLAGE OF HOFFMAN ESTATES, SIGNATURE, TITLE, ACCEPTANCE DATE

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. In order to facilitate an orderly transition, the designated start date of this Agreement will be the 20th day of the month following the date the Equipment is delivered to you (unless the date the Equipment is delivered to you is the 20th day of the month, in which case the start date will be the date the Equipment is delivered to you). In addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of \$150 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, to do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may obtain insurance on your behalf and you will pay us for any insurance premium and related charges on which we may make a profit; or (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 3-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of \$250, which will cover up to 10 units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to \$50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



SERVICE AGREEMENT

Proposal #	Proposal Date	Customer PO #	Delivery Date	Sales Representative
12288	11/06/2023			Jeff Phillips

SHIP TO	
Customer #: 8478829100	
VILLAGE OF HOFFMAN ESTATES	
1900 HASSELL RD	
HOFFMAN ESTATES, IL 60169	
Contact:	
Phone:	
Email:	

BILL TO	
Customer #: 8478829100	
VILLAGE OF HOFFMAN ESTATES	
1900 HASSELL RD	
HOFFMAN ESTATES, IL 60169	
Contact:	
Phone:	(847) 882-9100
Email:	

Meter Contact:		Email Address:	
Phone:		Meter Collection Method:	

FM Audit Installed on Print Server. Required for Auto-Toner Replenishment

Unlimited Remote Support: \$200 Annually

I Decline Remote Support: \$150/hr Chargeable

Term	Service Payment	Start Date	End Date	Base Billing Cycle	Overage Billing Cycle
60 months				month	monthly

Make / Model	Serial #	EQID #	Base Payment	Beginning Meter Reading		Image Allowance		Overages Billed	
				B/W	Color	B/W	Color	B/W	Color
Canon imagePRESS V700/800/900 Series Main Engine	NEW								
Canon IR C5860	NEW								
(2) Canon IR C5840	NEW								
(3) Canon IR C5850	NEW								
Canon IR C5550	XTZ04164								
Canon IR C5560	XUG07848								
Canon C5550i	XUG10016								
Canon C5550i	2JG07398								
Canon C5550i	XUG09889								
						37,200	34,900	.0056	.0388

Notes:
 * Includes all service and supplies except paper and staples. *Includes auto toner replenishment

Accepted by ProvenIT		Accepted by Customer	
Authorized Signature	Date	Authorized Signature	{SIGDATE3}
Printed Name / Title		{SIGNAME3} / {SIGTITLE3}	Printed Name / Title

Agreement is not binding until accepted by Proven IT, Tinley Park, IL
Leased equipment - Maintenance Agreement will run full term of lease and is non cancellable.

Terms and Conditions

1. **ITEMS INCLUDED:** This Agreement Includes the following as applicable: unlimited service calls, parts (as classified by the manufacturers) and consumable supplies (maintenance kits, transfer kits, fuser kits, process kits, developer and imaging drums and loner). Supplies consumption is based off the manufacturer's suggested yields and fill rate. If supplies consumption is excessive, a surcharge may be assessed. Proven IT reserves the right to reset supply items (i.e. fuser and maintenance kits) in lieu of replacement so long as the device functionality and print quality are not affected.
2. **ITEMS EXCLUDED:** This Agreement excludes the following unless otherwise specified:
 - a. Paper and staples.
 - b. Any items damaged by Customer such as, but not limited to, doors, paper trays and covers. Replacement of these items will be charged to the Customer at current Proven IT rates.
 - c. Fax Machines: Thermal heads, process units and fuser units.
 - d. Network Connected Equipment: Network connected equipment will be covered up to the network connection of the Printer/MFP. Service calls caused by computer or network Issues will be charged to the Customer at current Proven IT rates.
3. Proven IT reserves the right, at reasonable times during Customer's normal business hours and upon reasonable notice to customer, to inspect all equipment covered under this Agreement to determine that it is in good mechanical condition prior to the effective date on the front of this Agreement. Should the equipment require significant repair or overhaul, such repairs may chargeable to the Customer at current Proven IT rates. Such repairs will be performed only upon Agreement of both parties.
4. **SERVICE:** Proven IT agrees to provide emergency service and all maintenance on the equipment listed on the attached schedule(s) for the term of the Agreement except as follows:
 - a. Use of supplies, spare parts, or paper that do not meet manufacturer's specifications and cause abnormal service problems.
 - b. Fire, accident, theft or damage to the machine due to repairs or movement by someone other than an authorized Proven IT representative.
 - c. If replacement of consumable items recommended by Proven IT service representatives is not complied with and results in additional service calls, the Customer will be charged at our normal hourly rates. These consumable items are to include, but not limited to toner, developer, drums and supply modules.
 - d. Proven IT shall not be responsible for repairs or maintenance resulting from the use of supplies or parts not obtained from Proven IT. Any repairs resulting from the use of supplies or parts not obtained through Proven IT will be charged to the Customer at current Proven IT rates. For these purposes, the term "supplies" will not include paper, envelopes, labels or other related paper products.
 - e. Proven IT shall not be responsible for delays, inability to provide service calls due to strikes, accidents, act of God or any other event beyond its reasonable control. All Service under this Agreement shall be rendered during normal working hours of 8:00am to 5:00pm Monday through Friday, local time, unless otherwise agreed upon by both parties.
 - f. Proven IT does not guarantee that parts will be available during the term of the Agreement, but in the event a manufacturer discontinues parts or supplies for a specific device, the unused portion of the services under this Agreement can be transferred to a new machine purchased through Proven IT. Should all or some parts become unavailable and no longer are supported by the Original Equipment Manufacturer ("OEM") the products shall be considered "End of Life". In such cases, Proven IT will make all reasonable efforts to honor any respective contract Maintenance Agreement term or as agreed upon service coverage. "End of Life" defined products will not be available under new or renewed Contracted Maintenance Agreements.
5. **EQUIPMENT:** All equipment covered under the Agreement must adhere to the following guidelines:
 - a. Equipment must be located in a normal office setting with sufficient amount space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes.
 - b. Equipment must be operated on an isolated electrical line, if so noted on the Scope of Work Agreement or the OEM. Equipment must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlets as specified by the OEM.
 - c. Equipment should be operated within the specified operational (including usage) specifications of the OEM.
 - d. Only Proven furnished supplies may be used.
6. **PREVENTATIVE MAINTENANCE:** Proven IT will perform preventative maintenance on each machine based on the manufacturer's recommended interval. This will include cleaning toner and paper dust out of the inside. Checking and proactively replacing high-mortality parts (i.e. rollers) and a wipe-down of the exterior of the machine.
7. **METERS:** Proven IT utilizes Print Management Software to electronically report meters and supply consumption. Customer agrees to work with Proven IT's software administrator to install the Print Management software prior to the New Customer Onboard. Customer grants Proven IT permission to upgrade, modify, or maintain the Print Management software or to install new releases or additions. Under no circumstances will the Print Management software provide Proven IT access to confidential information other than data directly related to the Printers/Copiers on the network. Customer agrees not to delete, alter, modify, or otherwise render the software unusable during the term of this Agreement and agrees to reinstall the software in the event their actions inadvertently affect reporting capabilities. If Customer declines to install Proven IT's Print Management Software, then Proven IT retains the right to invoice Customer at the prevailing hourly labor rate for services due to manual meter collections. Manual meter collection will be performed during standard business 8:00am to 5:00pm Monday through Friday, local time.
8. **NEW EQUIPMENT ADDED:** Throughout the duration of the Agreement, if additional metered devices of like models to those on the Agreement today are discovered in the Customer fleet, they will be automatically added to this Agreement and initiated for coverage and billing. Throughout the duration of the Agreement, if additional metered devices of dissimilar models to those on the Agreement today are discovered in the Customer fleet, or are reported by the Customer to be added to the Agreement, they will be added to the Agreement at the then current rates and be included for coverage and billing. For devices of this kind, the Customer will have the opportunity to remove the devices from the Agreement 90 days from the date they were added.
9. **REMITTANCE:** Payment is due thirty (30) days from date of Customer's receipt of invoice. Delinquent accounts which are not being disputed in good faith by Customer shall accrue interest at a rate of one and one half percent of the past due amount per month or, (if lower, the maximum rate of interest chargeable under applicable law). Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed with respect to the purchase price listed on this Agreement.
10. **BILLING AND CONTRACT ADJUSTMENT:** Proven IT will invoice the Customer monthly for the Monthly Payment and usage will be reconciled on the frequency indicated on the front of this Agreement. Customer will be invoiced for any overages multiplied by the rates indicated on the front of this Agreement. The contract volume can be adjusted at the end of each reconciliation period. The Contract volume may be adjusted down to the previous quarters' actual usage; not to exceed 15% of the current volume at the time of the adjustment. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base contract payment and overage rates by a maximum of 15% or an equivalent amount to that stated on any associated Value Agreement or Lease Agreement between both the parties. Additionally, Proven reserves the right to increase the base contract payment and overage rates beyond the aforementioned 15% annual increase on equipment which is more than five (5) years old. Proven IT may charge Customer a fee for supply freight and administrative costs for document processing and management.
11. **BREACH OR DEFAULT:** If the Customer does not pay all charges as provided hereunder promptly when due Proven IT may (a) Refuse to service the equipment or (b) Furnish service on a C.O.D, "Per Call" basis at current Proven IT rates.

The Customer agrees to pay Proven IT costs and expenses of collection including reasonable attorney's fees permitted by law in addition to all other rights and remedies available to Proven IT.
12. **AGREEMENT:** This Agreement is not refundable or transferable to a third party unless agreed upon in writing by both parties.
13. **PENALTY FOR EARLY CANCELLATION:** This Agreement is binding and noncancelable. If the Customer wishes to terminate the Agreement in advance of the Agreement maturity date then the Customer is responsible for buying out the remaining term of the Agreement.

The penalty is calculated using the then current service rates multiplied by the remaining term published on the front of the Agreement or the remaining term based on any Supplements that have been executed modifying the term of the Agreement.

For Customer Agreements billing using Actual Meter reads or Usage Based programs, the penalty is calculated based on the prior 12 months average monthly billing multiplied by the remaining term published on the front of the Agreement or the remaining term based on any Supplements that have been executed modifying the term of the Agreement.

If there is no request for cancellation, but all devices covered under this Agreement have been removed from service, this will be considered a cancellation of the Agreement and the formula(s) listed above will apply.
14. **RESPONSIBILITY:** Other than the obligations set forth herein, Proven IT disclaims all warranties, expressed or implied, including any implied warranties or merchantability for use or fitness for a particular purpose. Proven IT shall not be responsible for direct, incidental or consequential damages, including but not limited to, damages arising out of the performance of the equipment or the loss of the use of the equipment and the Customer hereby waives any claims related thereby.
15. **INDEMNIFICATION:** Each party shall indemnify, defend and hold harmless the other party and its officers, directors, employees, agents and representatives from any and all claims, losses, damages or expenses, including but not limited to, court costs, fees and expenses of counsel and attorney fees to the extent any such claim, loss, or damage results from a breach of the terms of the Agreement by a party, or resulting from the death or bodily injury for any person or damage to any property to the extent it was caused by the negligent act, willful misconduct, tortuous or other unlawful act, error or omission of a party or its officers, directors, employees, agents and representatives on connection with the subject matter of this Agreement.
16. **JURISDICTION:** This Agreement shall be governed by and construed according to the laws of the State of Illinois applicable to Agreements wholly negotiated, executed and performed in Illinois. It constitutes the entire Agreement between parties and may not be modified except in writing signed by duly authorized officer of Proven IT and the Customer.
17. **TRAINING:** The customer agrees to make available and designate a key contact for training on the use of any Proven IT furnished equipment. Should the employment status of designated operator change so as to affect the contact's availability to perform the assignment, the Customer shall inform Proven IT as soon as reasonably practical.
18. **RENEWAL:** This Agreement shall be renewed automatically upon approval by Proven IT unless Customer notifies Proven IT in writing between 90 and 150 days prior to the end of the Agreement term. Customer agrees to pay the then current rates at the beginning of each subsequent renewal Agreement period.

Initials: _____



Lease Agreement

APPLICATION NO.

AGREEMENT NO.

18450 Crossing Drive, Suite D • Tinley Park, IL 60487 • Phone: 708.614.1770 • Fax: 708.614.1760

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Proven Business Systems, LLC.

CUSTOMER INFORMATION

FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, E-MAIL, EQUIPMENT LOCATION

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES, SERIAL NO., (2) Canon IR C5850

See attached Schedule A

TERM AND PAYMENT INFORMATION

60 Payments* of \$765.62, If you are exempt from sales tax, attach your certificate. *plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

END OF TERM OPTIONS

You may choose one of the following options... Purchase all of the Equipment for its Fair Market Value... Purchase all of the Equipment for \$1.00.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Proven Business Systems, LLC, SIGNATURE, TITLE, DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

VILLAGE OF HOFFMAN ESTATES, SIGNATURE, TITLE, DATED, {SIGFEDID}, {SIGNAME1}, FEDERAL TAX I.D.#, PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

VILLAGE OF HOFFMAN ESTATES, SIGNATURE, TITLE, ACCEPTANCE DATE

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. In order to facilitate an orderly transition, the designated start date of this Agreement will be the 20th day of the month following the date the Equipment is delivered to you (unless the date the Equipment is delivered to you is the 20th day of the month, in which case the start date will be the date the Equipment is delivered to you). In addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of \$150 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, to do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may obtain insurance on your behalf and you will pay us for any insurance premium and related charges on which we may make a profit; or (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 3-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of \$250, which will cover up to 10 units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to \$50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



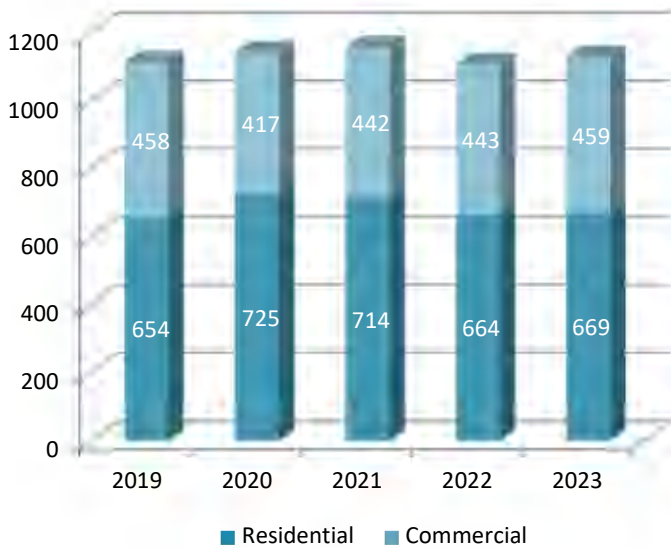
HOFFMAN ESTATES

DEPARTMENT OF FINANCE MONTHLY REPORT OCTOBER 2023

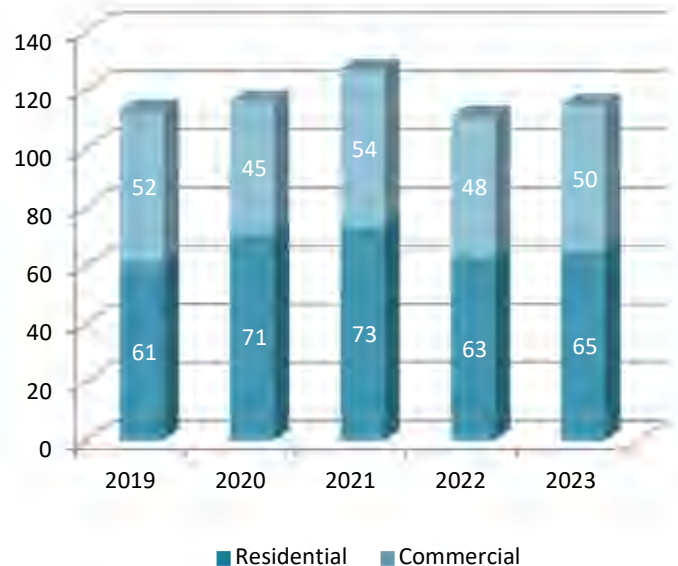
Water Billing

A total of 14,797 residential water bills were mailed on October 1st for August's water consumption. Average consumption was 4,377 gallons, resulting in an average residential water bill of \$68.05. Total consumption for all customers was 115 million gallons, with 65 million gallons attributable to residential consumption. When compared to the October 2022 billing, residential consumption increased by 3.2%.

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

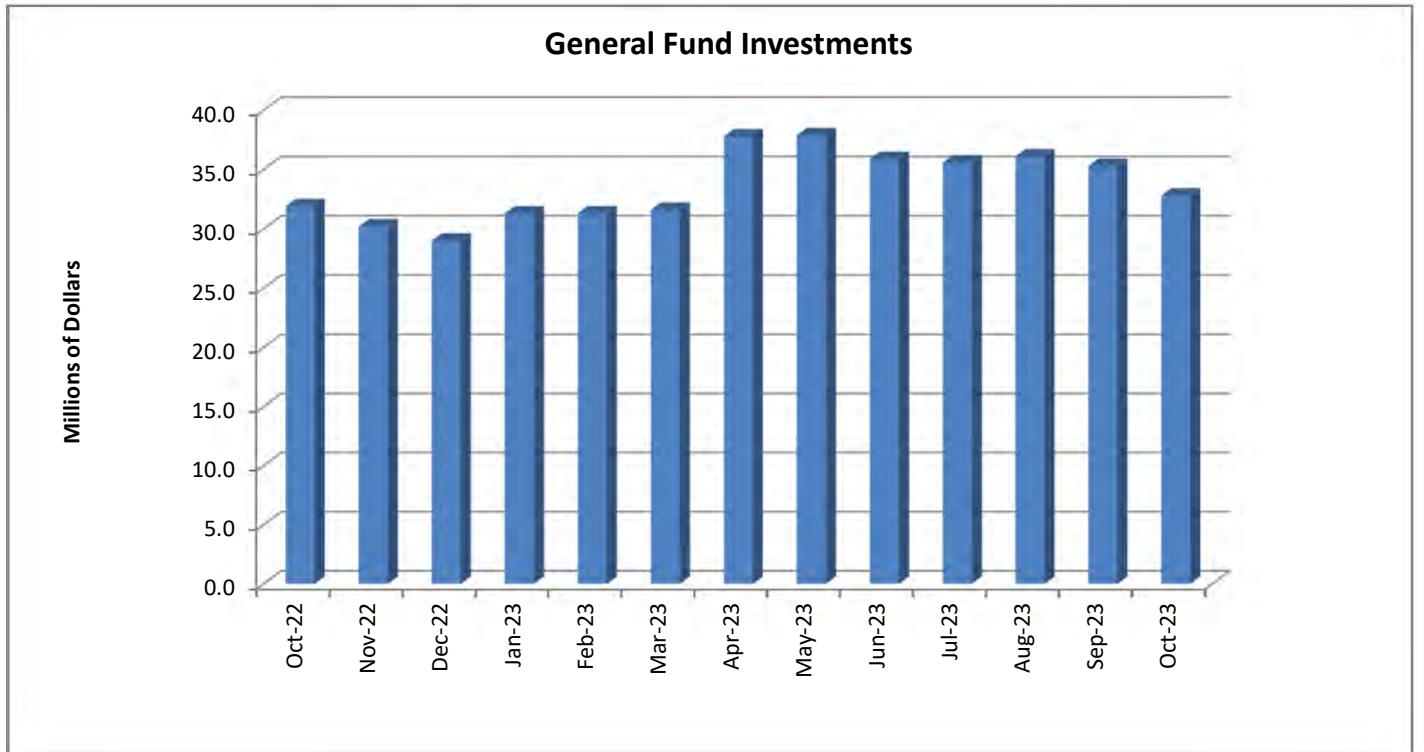
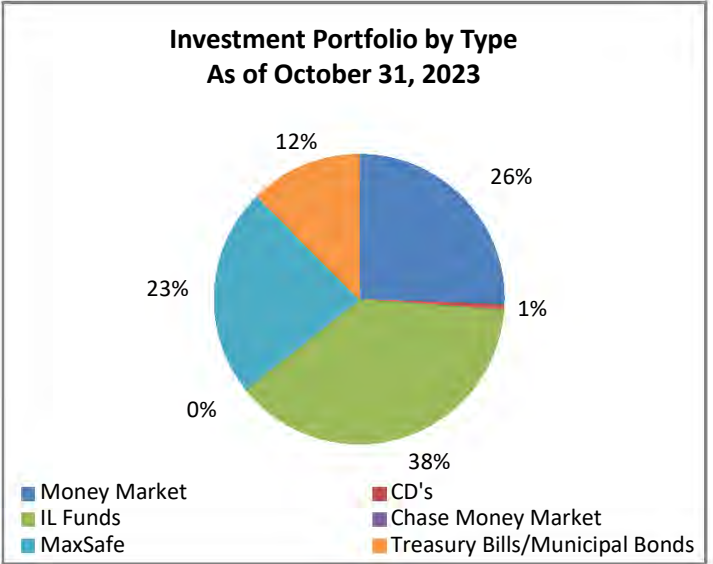
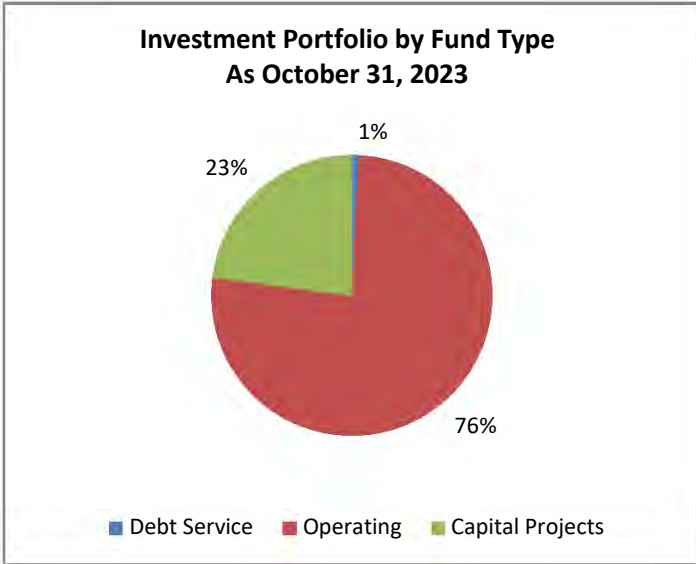


**Total Water Consumption
Month of October**



Village Investments

As of October 31, 2023, the Village's investment portfolio (not including pension trust funds) totaled \$86.2 million. Of this amount, \$65.7 million pertained to the various operating funds. As can be seen in the following graphs, the remaining \$20.5 million is related to debt service and capital projects funds.



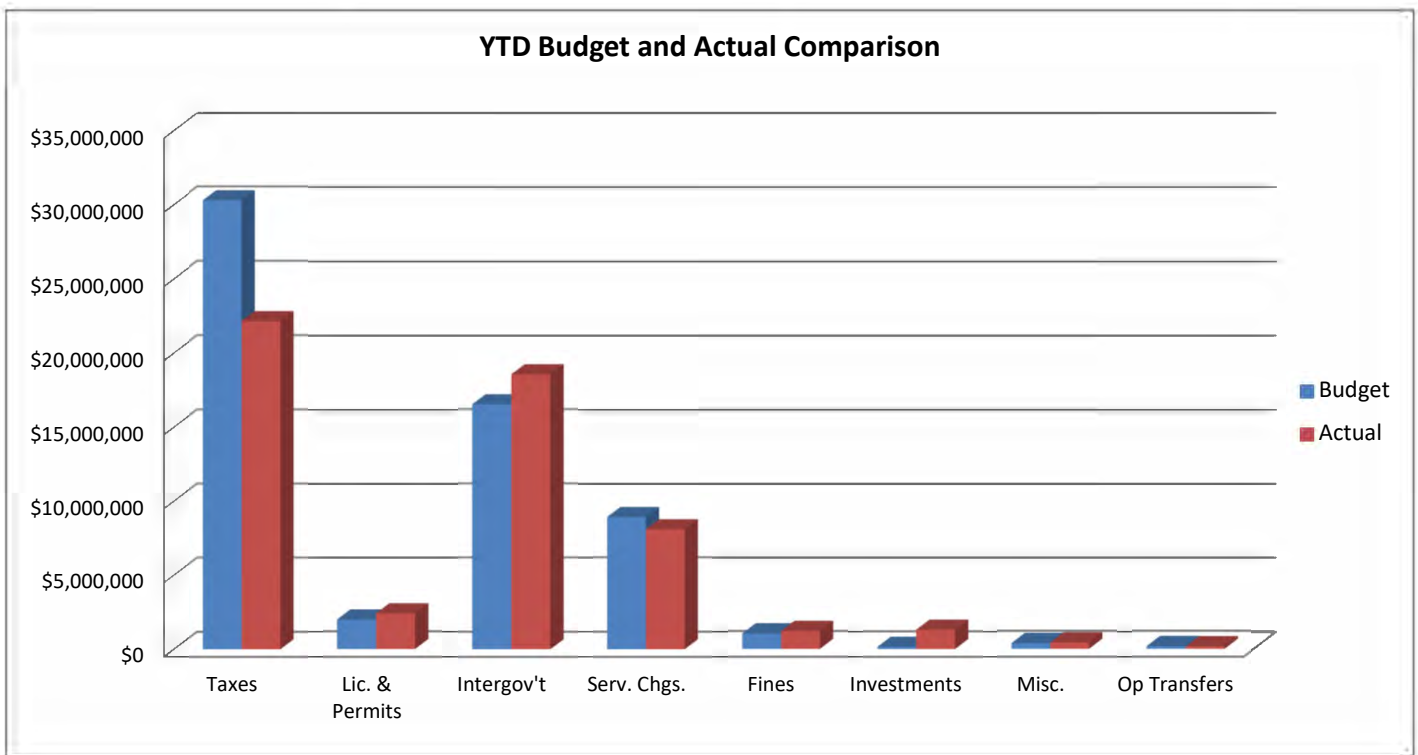
Operating Funds

General Fund

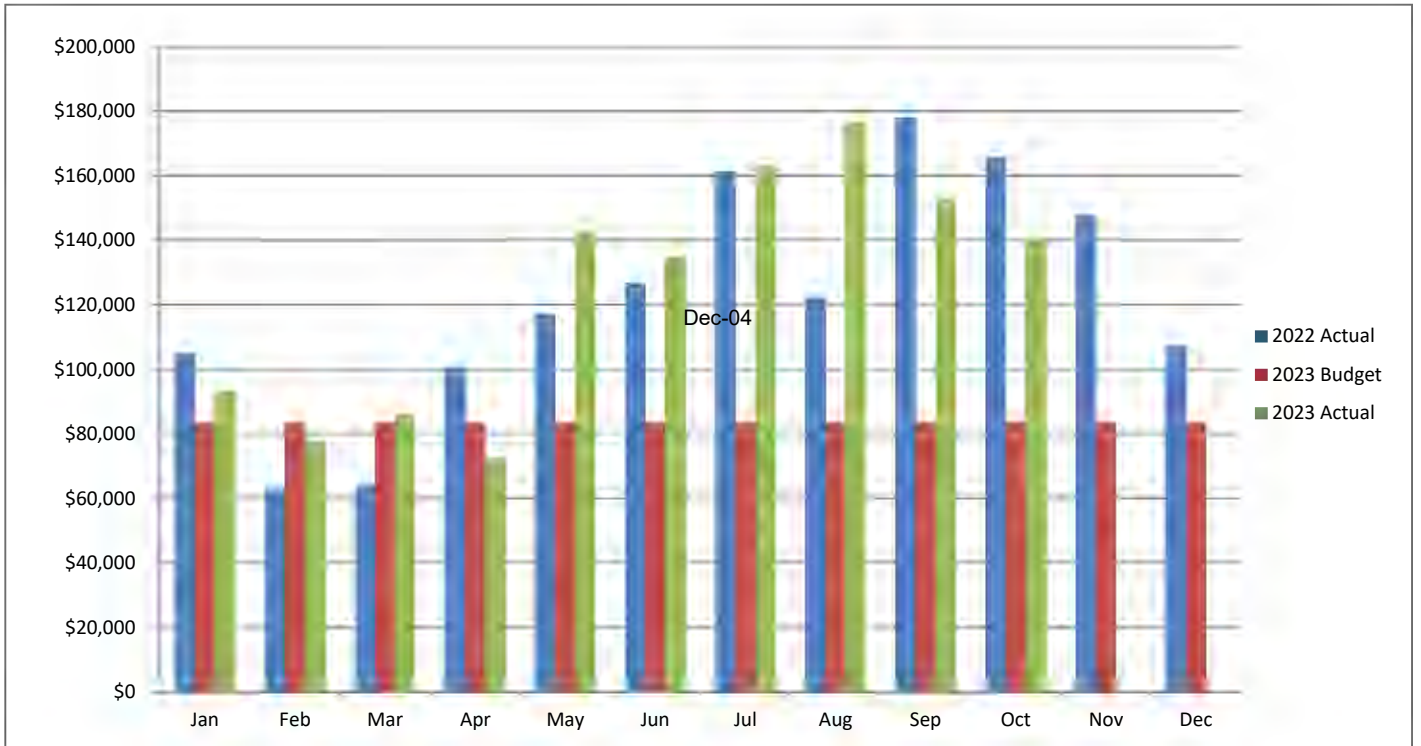
For the month of October, General Fund revenues totaled \$4,372,224 and expenditures totaled \$6,194,191 resulting in a deficit of \$1,821,967.

Revenues: October year-to-date figures are detailed in the table below. Property taxes are under budget due to an invoice delay from the County. Licenses and Permits are over budget due to large-development building permits being paid. Intergovernmental is over budget due to increased state-shared replacement tax revenues. Fines and Forfeits are over budget due to Red Light Camera fines received. Investment income is over budget due to higher interest rates being realized. Most miscellaneous revenues are not received on a monthly basis.

REVENUES	YEAR-TO-DATE	YEAR-TO-DATE	VARIANCE
	BUDGET	ACTUAL	
Taxes	\$ 30,245,890	\$ 22,124,543	-26.9%
Licenses & Permits	1,962,250	2,372,380	20.9%
Intergovernmental	16,498,125	18,513,627	12.2%
Charges for Services	8,893,267	8,066,656	-9.3%
Fines & Forfeits	1,013,333	1,181,011	16.5%
Investments	145,833	1,287,822	783.1%
Miscellaneous	367,917	417,519	13.5%
Operating Transfers	170,833	155,591	-8.9%
TOTAL	\$ 59,297,448	\$ 54,119,149	-8.7%

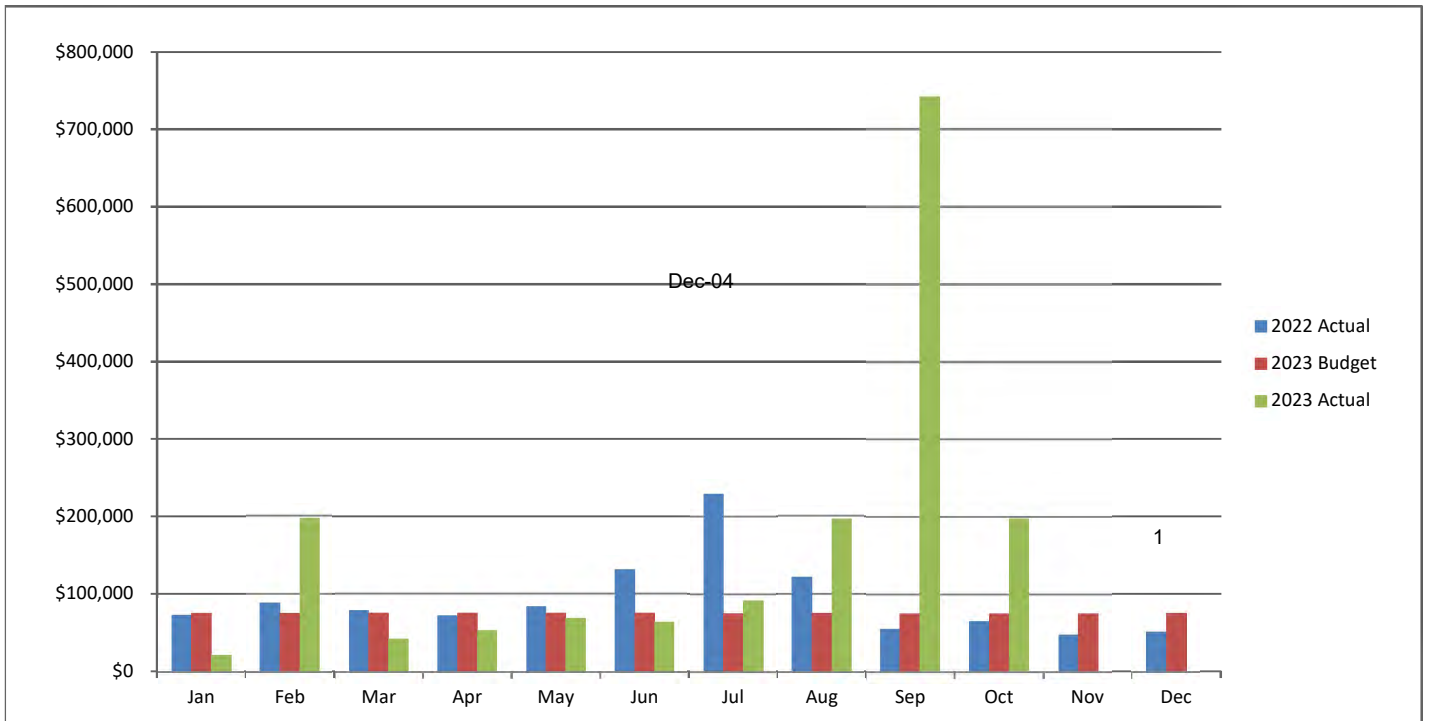


Hotel Tax



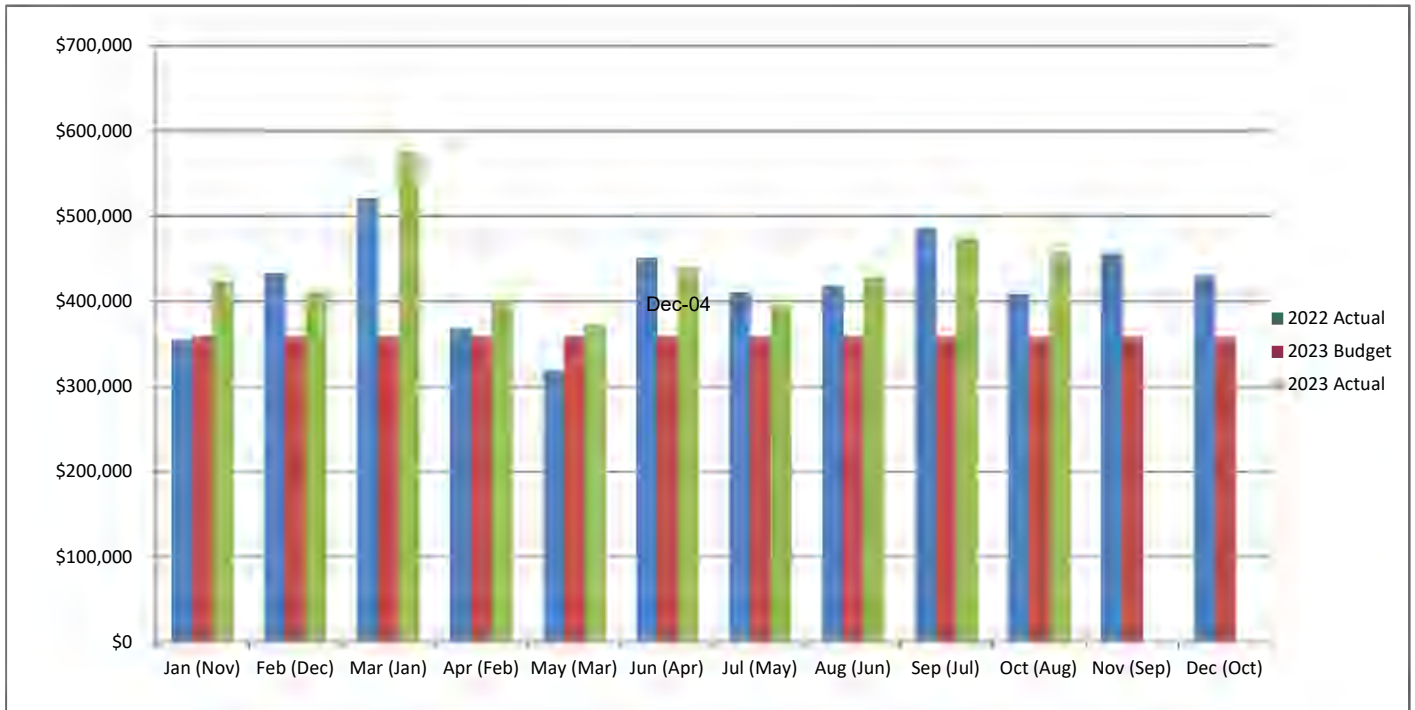
<u>Month Received</u>	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>Cumulative Variance 2023 Actual vs. Budget</u>
Jan	\$ 104,998	\$ 83,333	\$ 93,131	\$ 9,798
Feb	62,771	83,333	78,005	4,469
Mar	63,764	83,333	85,887	7,023
Apr	100,597	83,333	72,430	(3,881)
May	117,281	83,333	142,631	55,417
Jun	126,738	83,333	134,604	106,688
Jul	161,298	83,333	163,051	186,405
Aug	122,210	83,333	176,407	279,479
Sep	177,913	83,333	152,299	348,445
Oct	165,576	83,333	140,271	405,382
Nov	147,788	83,333		
Dec	107,249	83,333		
YTD Totals	<u>\$ 1,458,183</u>	<u>\$ 1,000,000</u>	<u>\$ 1,238,716</u>	

Real Estate Transfer Tax



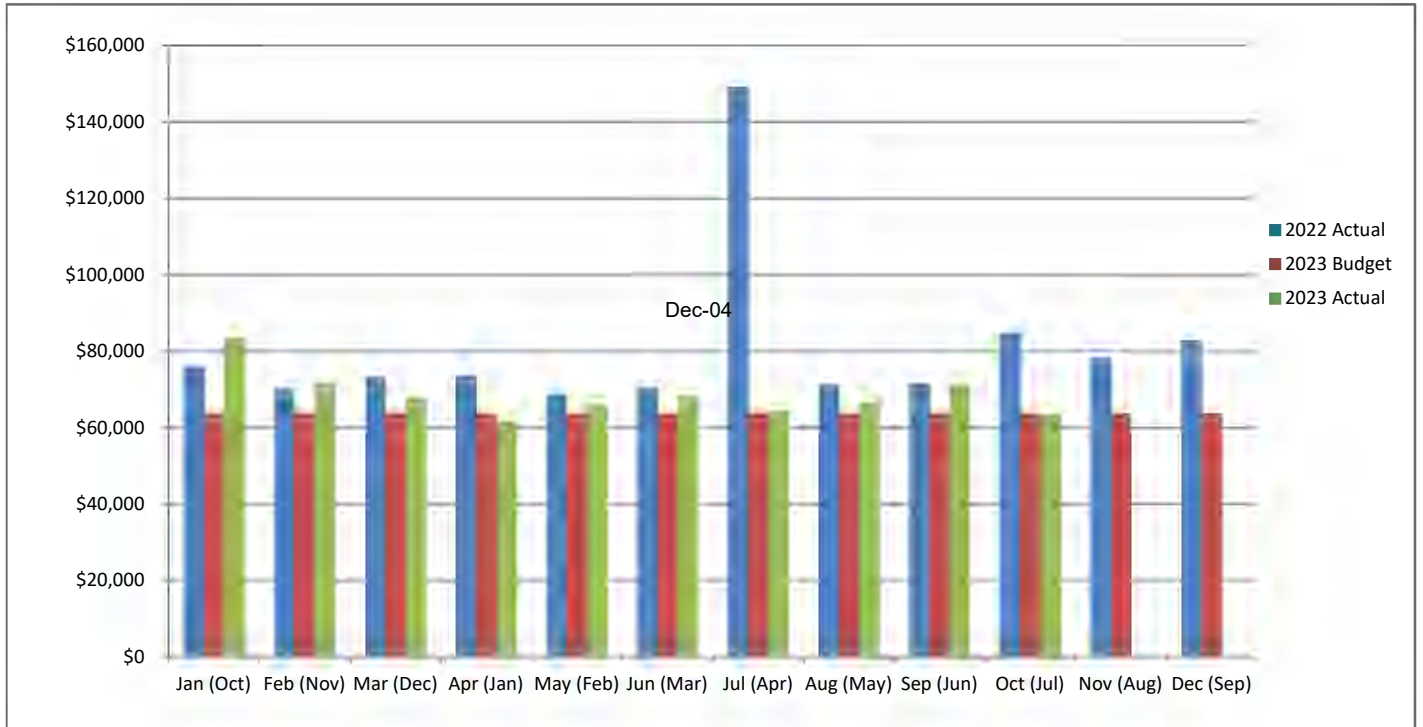
<u>Month Received</u>	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>Cumulative Variance 2023 Actual vs. Budget</u>
Jan	\$ 72,308	\$ 75,000	\$ 21,084	\$ (53,916)
Feb	87,858	75,000	196,242	67,326
Mar	78,370	75,000	42,126	34,452
Apr	71,332	75,000	52,464	11,916
May	82,864	75,000	68,106	5,022
Jun	130,405	75,000	63,592	(6,386)
Jul	228,727	75,000	91,242	9,856
Aug	121,014	75,000	196,094	130,950
Sep	55,359	75,000	741,763	797,713
Oct	64,788	75,000	197,639	920,352
Nov	47,335	75,000		
Dec	50,778	75,000		
YTD Totals	\$ 1,091,138	\$ 900,000	\$ 1,670,352	

Home Rule Sales Tax



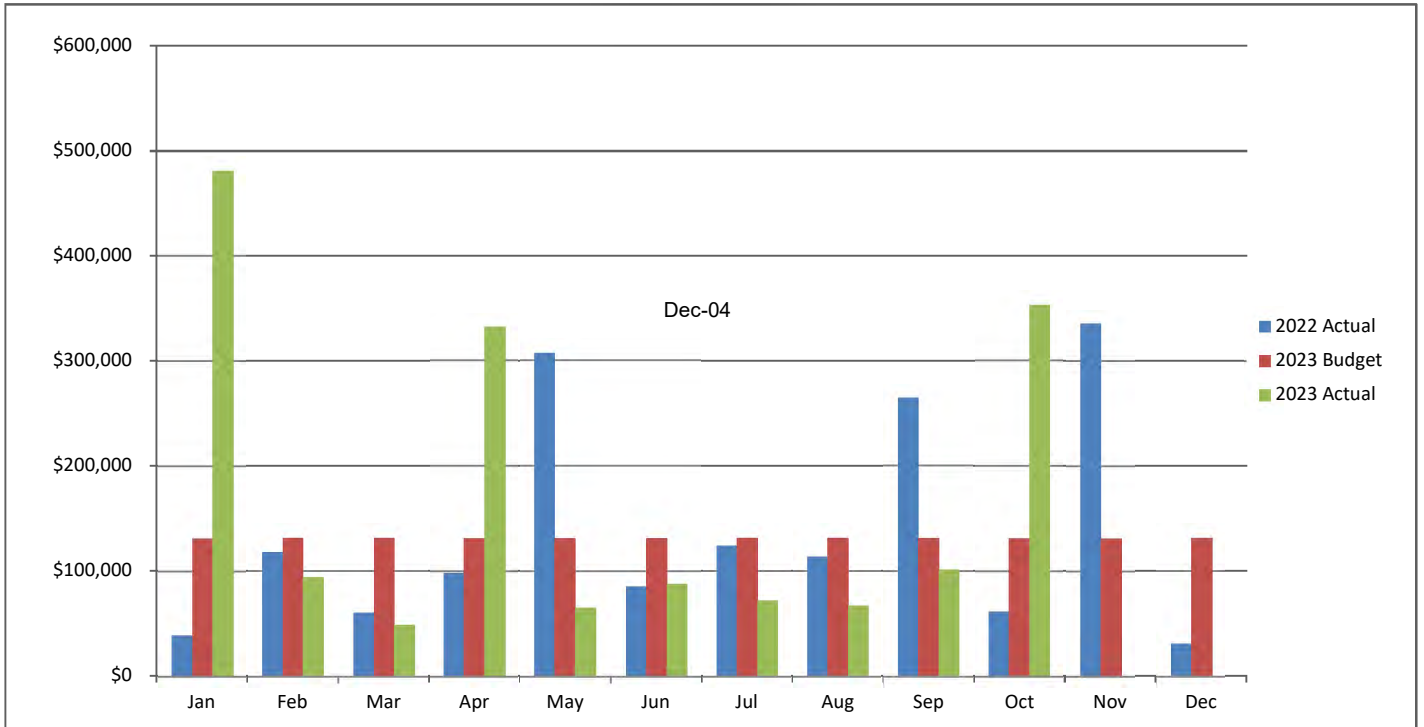
Month Received (Liability Period)	2022 Actual	2023 Budget	2023 Actual	Cumulative Variance 2023 Actual vs. Budget
Jan (Nov)	\$ 353,582	\$ 358,333	\$ 423,652	\$ 65,319
Feb (Dec)	432,182	358,333	410,413	117,398
Mar (Jan)	520,276	358,333	575,375	334,440
Apr (Feb)	367,587	358,333	401,910	378,017
May (Mar)	318,176	358,333	371,535	391,218
Jun (Apr)	450,393	358,333	438,949	471,834
Jul (May)	409,881	358,333	395,586	509,087
Aug (Jun)	417,970	358,333	427,355	578,108
Sep (Jul)	484,837	358,333	473,705	693,480
Oct (Aug)	407,524	358,333	456,324	791,471
Nov (Sep)	455,976	358,333		
Dec (Oct)	429,524	358,333		
YTD Totals	\$ 5,047,907	\$ 4,300,000	\$ 4,374,804	

Telecommunications Tax



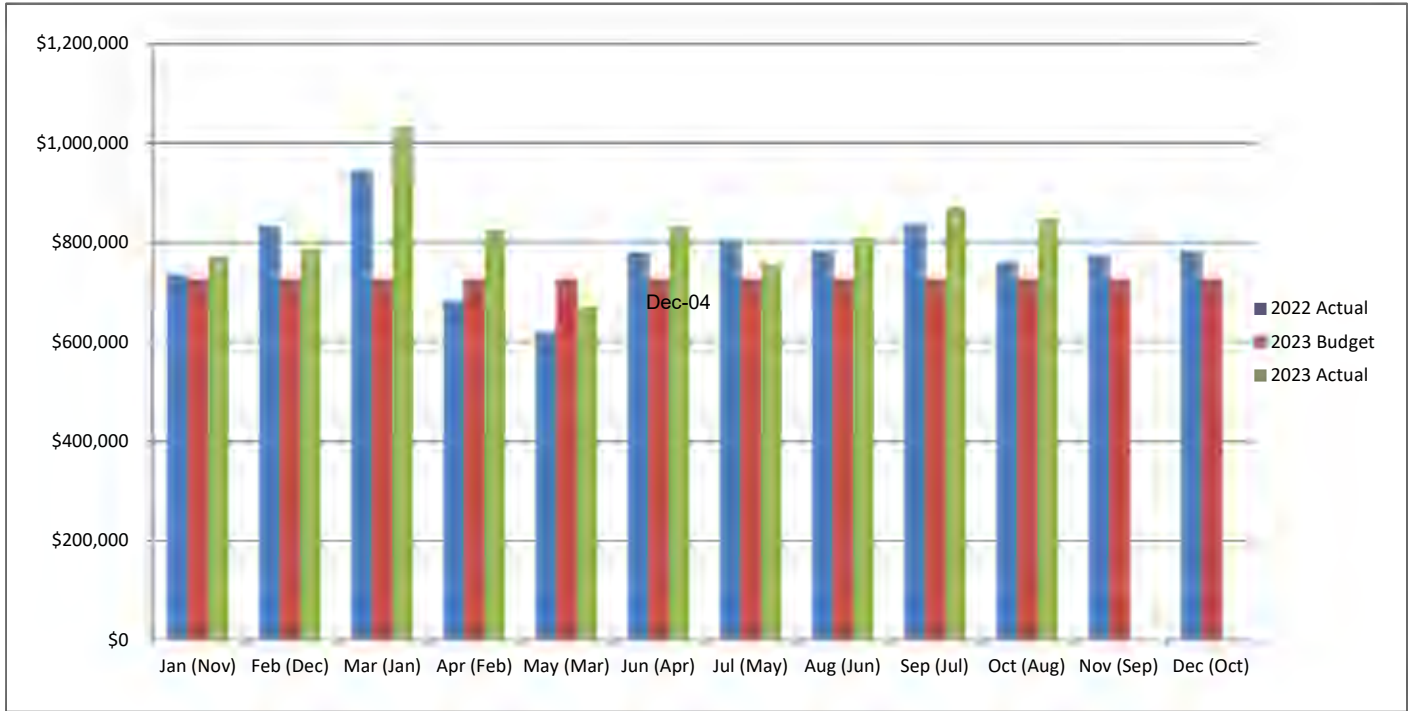
Month Received (Liability Period)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	Cumulative Variance 2023 Actual vs. Budget
Jan (Oct)	\$ 75,843	\$ 63,750	\$ 83,366	\$ 19,616
Feb (Nov)	70,137	63,750	71,550	27,416
Mar (Dec)	73,177	63,750	67,812	31,478
Apr (Jan)	73,687	63,750	61,670	29,398
May (Feb)	68,694	63,750	66,092	31,740
Jun (Mar)	70,325	63,750	68,300	36,290
Jul (Apr)	149,006	63,750	64,435	36,975
Aug (May)	71,232	63,750	66,758	39,983
Sep (Jun)	71,623	63,750	71,144	47,377
Oct (Jul)	84,594	63,750	63,377	47,004
Nov (Aug)	78,299	63,750		
Dec (Sep)	82,728	63,750		
YTD Totals	<u>\$ 969,344</u>	<u>\$ 765,000</u>	<u>\$ 684,504</u>	

Building Permits



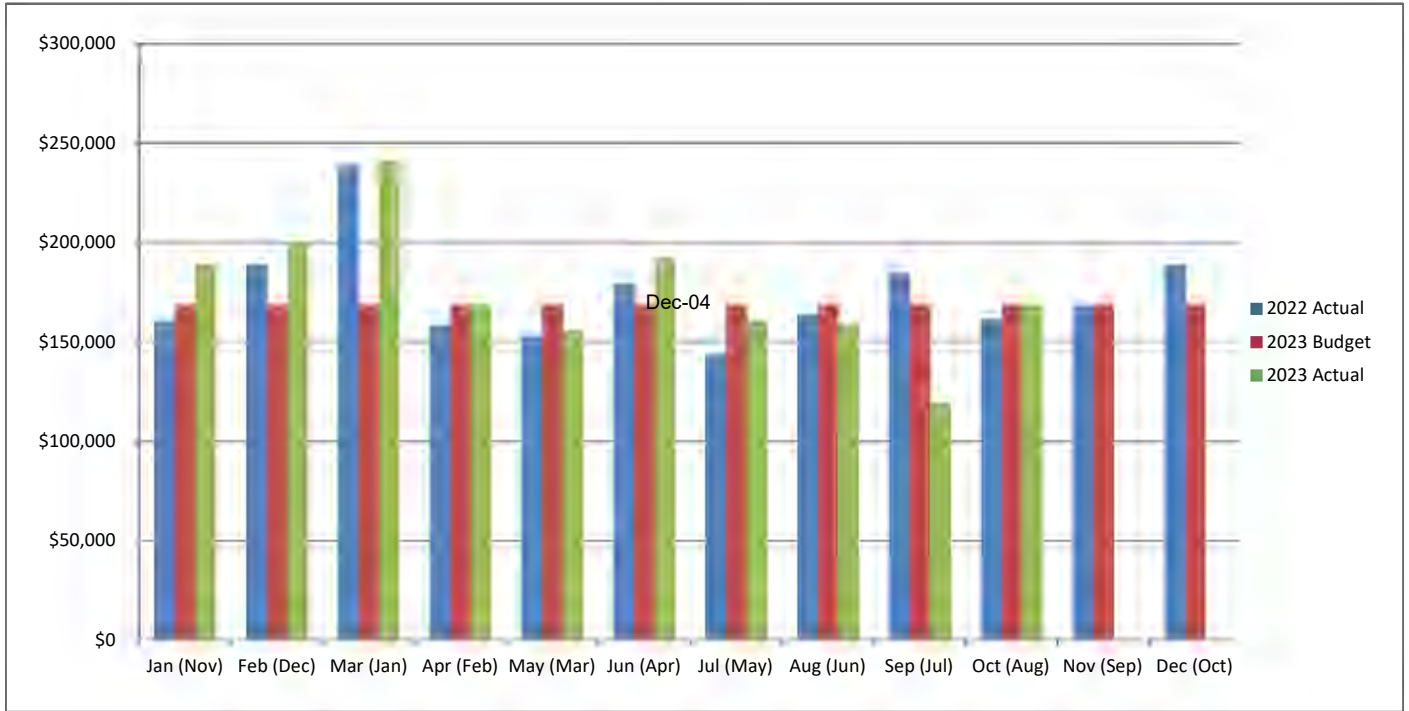
<u>Month Received</u>	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>Cumulative Variance 2023 Actual vs. Budget</u>
Jan	\$ 39,197	\$ 131,000	\$ 480,762	\$ 349,762
Feb	117,640	131,000	93,900	312,662
Mar	60,345	131,000	48,876	230,538
Apr	98,154	131,000	331,985	431,523
May	306,816	131,000	65,328	365,851
Jun	85,170	131,000	87,754	322,605
Jul	123,600	131,000	71,887	263,492
Aug	113,499	131,000	67,226	199,718
Sep	263,747	131,000	101,257	169,975
Oct	61,297	131,000	352,417	391,392
Nov	335,246	131,000		
Dec	30,755	131,000		
YTD Totals	<u>\$ 1,635,467</u>	<u>\$ 1,572,000</u>	<u>\$ 1,701,392</u>	

State Sales Tax



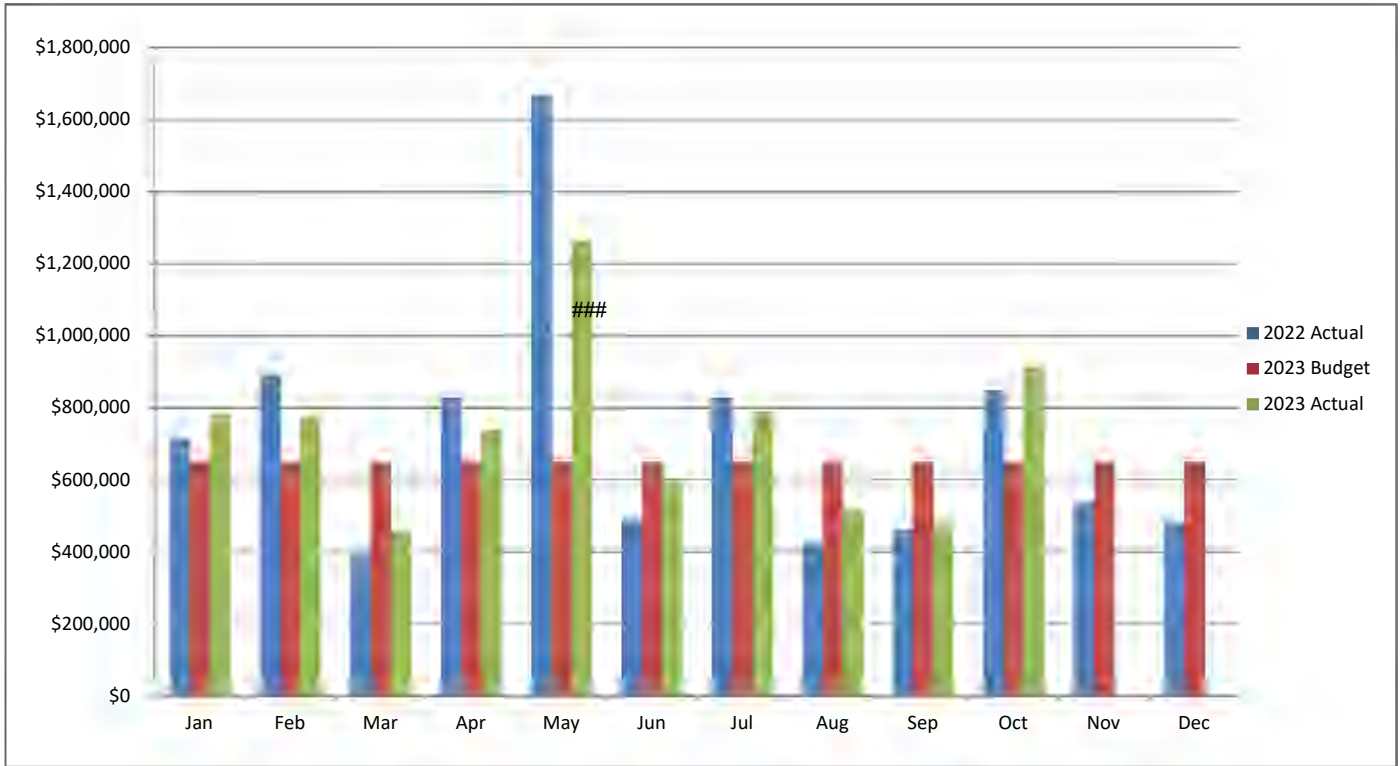
Month Received (Liability Period)	2022 Actual	2023 Budget	2023 Actual	Cumulative Variance 2023 Actual vs. Budget
Jan (Nov)	\$ 734,819	\$ 725,000	\$ 771,190	\$ 46,190
Feb (Dec)	833,416	725,000	786,357	107,547
Mar (Jan)	945,498	725,000	1,032,688	415,235
Apr (Feb)	682,782	725,000	824,218	514,453
May (Mar)	620,453	725,000	669,436	458,889
Jun (Apr)	779,140	725,000	829,826	563,715
Jul (May)	804,930	725,000	756,911	595,626
Aug (Jun)	782,619	725,000	809,698	680,324
Sep (Jul)	837,154	725,000	869,194	824,518
Oct (Aug)	758,168	725,000	847,472	946,990
Nov (Sep)	775,114	725,000		
Dec (Oct)	782,267	725,000		
YTD Totals	\$ 9,336,357	\$ 8,700,000	\$ 8,196,990	

Local Use Tax



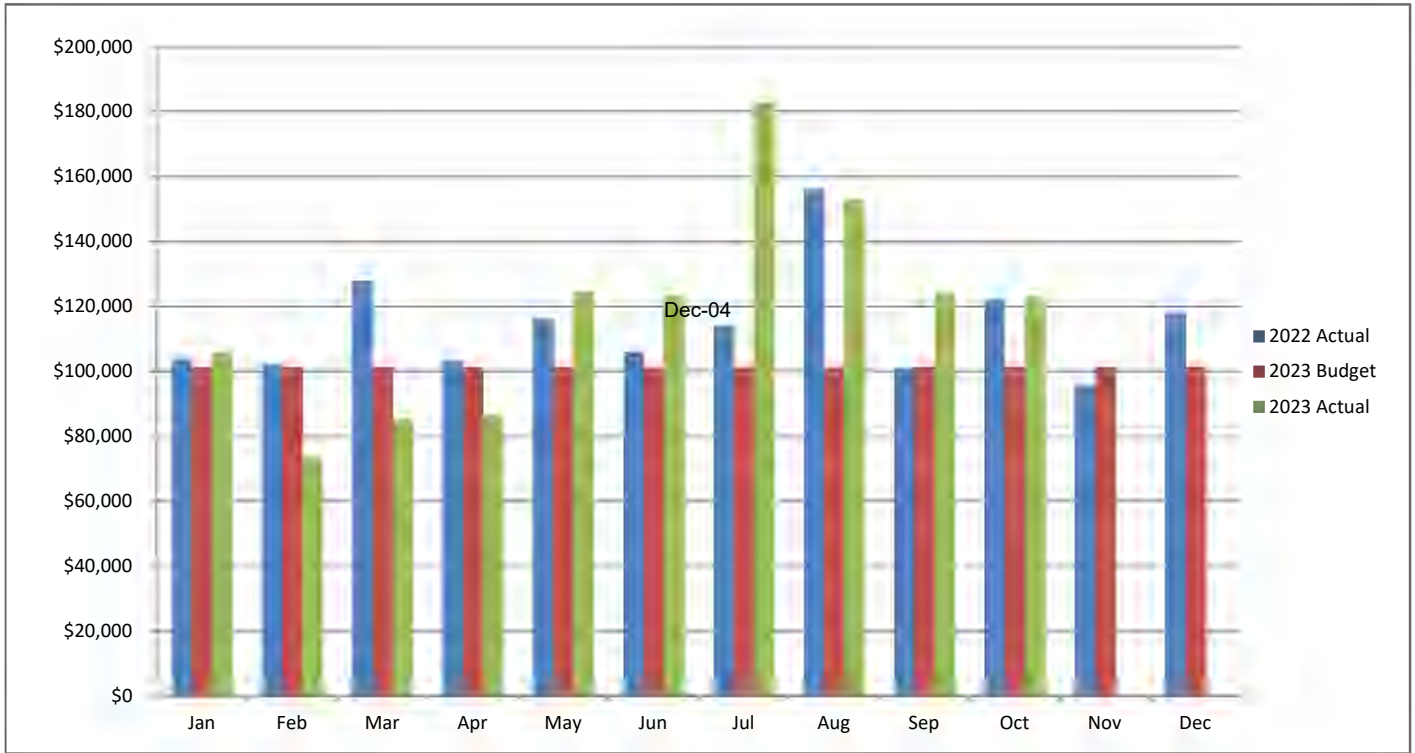
Month Received (Liability Period)	2022 Actual	2023 Budget	2023 Actual	Cumulative Variance 2023 Actual vs. Budget
Jan (Nov)	\$ 160,453	\$ 168,658	\$ 188,807	\$ 20,149
Feb (Dec)	188,500	168,658	199,028	50,519
Mar (Jan)	238,933	168,658	240,748	122,608
Apr (Feb)	158,454	168,658	168,546	122,496
May (Mar)	152,980	168,658	155,297	109,135
Jun (Apr)	179,422	168,658	192,095	132,571
Jul (May)	143,689	168,658	160,727	124,640
Aug (Jun)	163,822	168,658	158,964	114,946
Sep (Jul)	184,805	168,658	119,330	65,617
Oct (Aug)	161,295	168,658	168,165	65,124
Nov (Sep)	167,522	168,658		
Dec (Oct)	188,371	168,658		
YTD Totals	\$ 2,088,244	\$ 2,023,900	\$ 1,751,707	

Income Tax



2021-2022			2022-2023				Cumulative Variance 2023 Actual vs. Budget
Month Received	Liab Pd	2022 Actual	Month Received	2023 Budget	Liab Pd	2023 Actual	
Jan	Dec-21	\$ 715,733	Jan	\$ 650,000	Dec-22	\$ 781,805	\$ 131,805
Feb	Jan-22	892,453	Feb	650,000	Jan-23	773,017	254,821
Mar	Feb-22	386,827	Mar	650,000	Feb-23	457,829	62,650
Apr	Mar-22	826,402	Apr	650,000	Mar-23	736,856	149,506
May	Apr-22	1,667,417	May	650,000	Apr-23	1,263,622	763,128
Jun	May-22	489,814	Jun	650,000	May-23	592,522	705,650
Jul	Jun-22	826,889	Jul	650,000	Jun-23	789,418	845,068
Aug	Jul-22	425,895	Aug	650,000	Jul-23	518,836	713,904
Sep	Aug-22	462,832	Sep	650,000	Aug-23	470,926	534,830
Oct	Sep-22	847,352	Oct	650,000	Sep-23	910,298	795,128
Nov	Oct-22	536,573	Nov	650,000	Oct-23		
Dec	Nov-22	481,434	Dec	650,000	Nov-23		
YTD Totals		<u>\$ 8,559,621</u>		<u>\$ 7,800,000</u>		<u>\$ 7,295,128</u>	

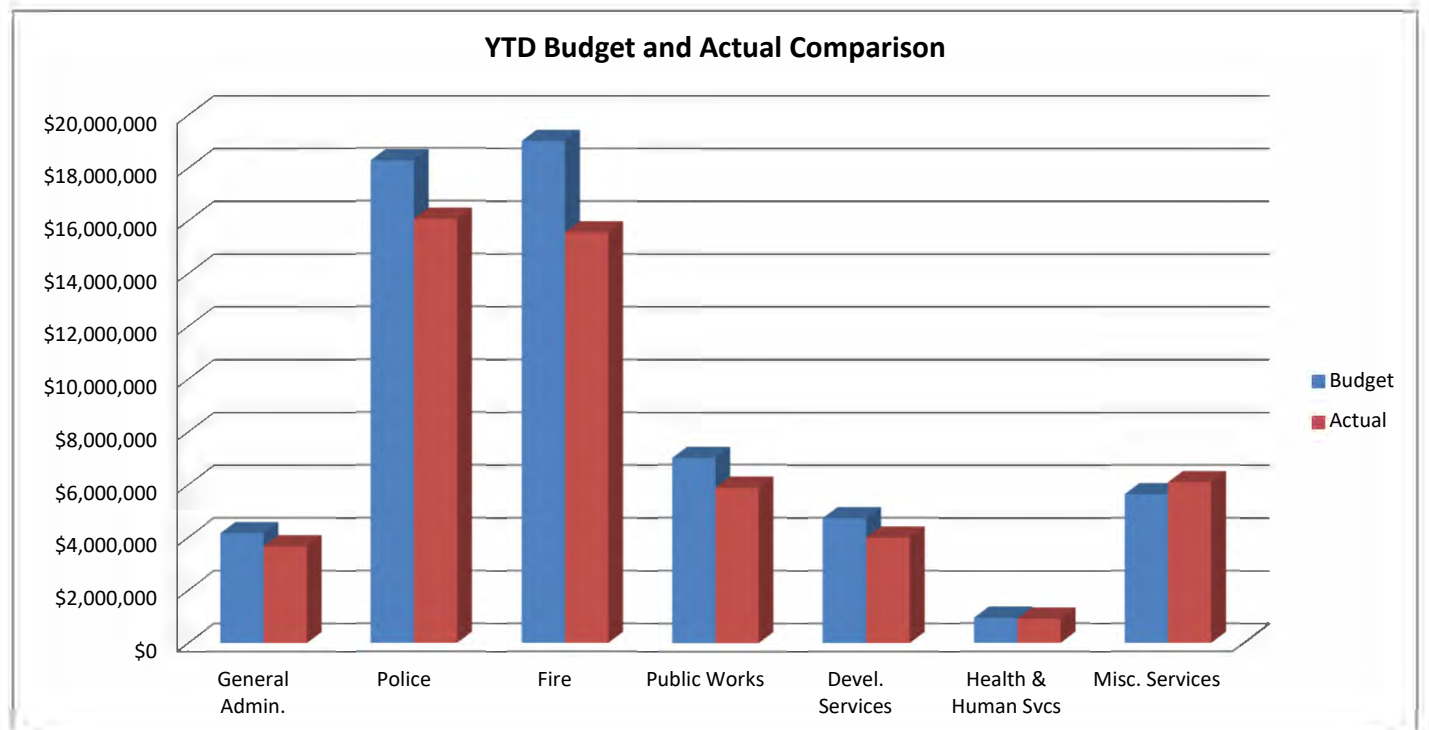
Fines



<u>Month Received</u>	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>Cumulative Variance 2023 Actual vs. Budget</u>
Jan	\$ 103,766	\$ 101,333	\$ 105,833	\$ 4,499
Feb	102,169	101,333	73,355	(23,479)
Mar	127,761	101,333	85,109	(39,703)
Apr	103,372	101,333	86,480	(54,557)
May	116,275	101,333	124,553	(31,337)
Jun	105,961	101,333	123,364	(9,306)
Jul	113,960	101,333	182,696	72,056
Aug	156,138	101,333	152,626	123,349
Sep	101,020	101,333	124,167	146,183
Oct	122,218	101,333	122,829	167,678
Nov	95,649	101,333		
Dec	118,006	101,333		
YTD Totals	<u>\$ 1,366,295</u>	<u>\$ 1,216,000</u>	<u>\$ 1,181,012</u>	

Expenditures: General Fund expenditures in October were \$237,161 above the budgeted figure of \$5,957,030. The summary of year-to-date actuals versus budgeted expenditures shown below reflect positive variances for the Village departments for the year.

EXPENDITURES	YEAR-TO-DATE		VARIANCE
	BUDGET	ACTUAL	
Legislative	\$ 357,642	\$ 296,294	17.2%
Administration	907,792	860,416	5.2%
Legal	450,317	258,581	42.6%
Finance	1,111,200	1,074,105	3.3%
Village Clerk	236,875	211,326	10.8%
HRM	586,833	554,818	5.5%
Communications	426,900	329,965	22.7%
Emergency Operations	75,208	74,300	1.2%
Police	18,262,158	16,055,934	12.1%
Fire	19,019,425	15,558,718	18.2%
Public Works	6,987,950	5,866,390	16.0%
Development Services	4,716,617	3,987,327	15.5%
H&HS	935,367	896,596	4.1%
Miscellaneous	5,630,860	6,084,270	-8.1%
TOTAL	\$ 59,705,143	\$ 52,109,040	12.7%



Department News

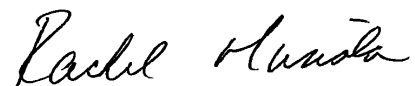
During the month of October, Finance staff attended the following training sessions:

- Attended the IGFOA Forensic Workshop session (Assistant Finance Director).
- Attended the IGFOA 1099 Reporting webinar (Assistant Finance Director, Accounting Manager and Accounting Assistant).
- Attended the Sikich Mastering Year-End webinar (Payroll Coordinator).
- Attended the MS Teams Training put on by Harper College and the IT department (all Finance Staff).

During the month of October, Finance staff participated in the following events and planning meetings:

- Participated in the quarterly Fire Pension Board meeting (Treasurer, Finance Director).
- Participated in the quarterly Police Pension Board meeting (Treasurer, Finance Director).
- Presented the Decide, Decode and Deliver seminar for the Illinois Government Finance Officers Association (Finance Director).
- Attended several IGFOA Professional Education Committee planning meetings (Finance Director).

Respectfully Submitted,



Rachel Musiala

MONTHLY REPORT STATISTICS

October-23

	Oct-23	YTD Oct-23	Oct-22	YTD Oct-22	% Inc / Dec	
					Month	Year
<u>Credit Card Transactions</u>						
Finance and Code Front Counter						
Number	300	2,842	347	2,941	-13.5%	-3.4%
Amount	\$ 55,960	412,544	\$ 118,983	484,081	-53.0%	-14.8%
Internet Sales						
Number	2,399	26,602	2,772	26,383	-13.5%	0.8%
Amount	\$ 444,997	4,471,172	\$ 447,553	3,970,408	-0.6%	12.6%
Total						
Number	2,699	29,444	3,119	29,324	-13.5%	0.4%
Amount	\$ 500,956	4,883,716	\$ 566,535	\$ 4,454,489	-11.6%	9.6%
Credit Card Company Fees						
General Fund	\$ 366	1,304	\$ 72	985	411.9%	32.4%
Water Fund	7,215	65,662	6,272	57,036	15.0%	15.1%
Total Fees	\$ 7,581	\$ 66,966	\$ 6,343	\$ 58,021	19.5%	15.4%
<u>Accounts Receivable</u>						
Invoices Mailed						
Number	47	585	57	551	-17.5%	6.2%
Amount	\$ 88,371	1,859,889	\$ 119,203	6,616,289	-25.9%	-71.9%
Invoices Paid						
Number	52	603	52	550	0.0%	9.6%
Amount	\$ 85,611	1,865,000	\$ 206,121	6,650,743	-58.5%	-72.0%
Reminders Sent						
Number	14	113	7	150	100.0%	-24.7%
Amount	\$ 4,386	54,130	\$ 44,007	226,126	-90.0%	-76.1%
<u>Accounts Payable</u>						
Checks Issued						
Number	91	3,088	301	2,995	-69.8%	3.1%
Amount	\$ 2,729,135	23,922,305	\$ 3,503,887	19,175,922	-22.1%	24.8%
Manual Checks Issued						
Number	22	210	11	172	100.0%	22.1%
As % of Total Checks	24.18%	6.80%	3.65%	5.74%	561.5%	18.4%
Amount	\$ 42,303	1,328,220	\$ 19,534	2,161,184	116.6%	-38.5%
As % of Total Checks	1.55%	5.55%	0.56%	11.27%	178.0%	-50.7%
<u>Utility Billing</u>						
New Utility Accounts	66	776	71	892	-7.0%	-13.0%
Bills Mailed / Active Accounts	15,699	157,219	15,721	157,205	-0.1%	0.0%
Final Bills Mailed	81	990	94	1,153	-13.8%	-14.1%
Shut-Off Notices	1,204	10,618	979	9,184	23.0%	15.6%
Actual Shut-Offs	15	168	9	193	66.7%	-13.0%
Total Billings	\$ 2,200,858	21,452,516	\$ 2,064,690	20,438,931	6.6%	5.0%
Direct Debit (ACH) Program						
New Accounts	45	436	23	399	95.7%	9.3%
Total Accounts	6,088	59,925	5,684	55,464	7.1%	8.0%
As % of Active Accounts	38.78%	38.12%	36.16%	35.28%	2.6%	8.0%
Water Payments Received in Current Month						
Total Bills Mailed	15,699	157,219	15,721	157,205	-0.1%	0.0%
ACH Payments	6,088	59,925	5,684	55,464	7.1%	8.0%
ACH Payments-% of Total Bills	38.78%	38.12%	36.16%	35.28%	7.3%	8.0%
On-line Payments (Internet Sales)	2,067	21,123	2,227	20,515	-7.2%	3.0%
On-line Payments-% of Total Bills	13.17%	13.44%	14.17%	13.05%	-7.1%	3.0%
Over-the-phone Payments	466	4,858	493	4,733	-5.5%	2.6%
Over-the-phone Payments-% of Total Bills	2.97%	3.09%	3.14%	3.01%	-5.3%	2.6%
Mail-in Payments	6,821	68,750	7,228	74,142	-5.6%	-7.3%
Mail-in Payments-% of Total Bills	43.45%	43.73%	45.98%	47.16%	-5.5%	-7.3%

WATER BILLING ANALYSIS
October 31, 2023

Residential Billings
Average Monthly Consumption/Customer

<u>Month Billed</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
October	4,777	4,943	4,281
November	4,298	4,158	4,243
December	4,191	4,173	4,057
January	4,399	4,344	4,648
February	4,540	4,599	3,945
March	4,208	3,945	3,766
April	4,254	4,186	4,361
May	4,317	4,195	3,753
June	5,135	4,430	4,878
July	5,707	5,072	5,692
August	5,630	5,085	4,780
September	5,055	4,738	5,031
October	4,943	4,281	4,377
13 Month Average -	4,727	4,473	4,447
% Change -	0.5%	-5.4%	-0.6%

Total Water Customers

Average Bill

<u>Customer Type</u>				<u>Customer Type</u>			
	<u>Oct-22</u>	<u>Oct-23</u>	<u>% Change</u>		<u>Oct-22</u>	<u>Oct-23</u>	<u>% Change</u>
Residential	14,826	14,797	-0.2%	Residential	\$ 64.38	\$ 68.05	5.7%
Commercial	895	902	0.8%				
Total	15,721	15,699	-0.1%				

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

	<u>Month-To-Date</u>			<u>Year-To-Date</u>			
	<u>Oct-22</u>	<u>Oct-23</u>	<u>% Change</u>	<u>Oct-22</u>	<u>Oct-23</u>	<u>% Change</u>	
Residential	63	65	3.1%	Residential	664	669	0.8%
Commercial	48	50	4.0%	Commercial	443	459	3.6%
	111	115	3.6%		1,107	1,128	1.9%

STATEMENT OF INVESTMENTS-VILLAGE
As of October 31, 2023

Fund	Investment Date	Book Value	Market Value	Maturity Value	Rate of Interest
<u>General Fund</u>					
Illinois Funds - General	09/30/86	10,825,292.55			5.532
Illinois Funds - Veterans Memorial	05/01/92	333.08			5.532
HE Community Bank-Money Market	07/13/04	1,065,735.84			5.590
Treasury Bills/Municipal Bonds	08/09/21	6,968,379.50	6,405,099.59	6,760,400.00	5.268
PMA iPrime	11/07/08	13,981,689.67			5.268
		32,841,430.64			
<u>Motor Fuel Tax</u>					
Illinois Funds	09/30/86	522,526.29			5.532
HE Community Bank-Money Market		527,896.88			5.590
Chase Money Market		865.71			5.140
		1,051,288.88			
<u>Asset Seizure - State</u>					
Illinois Funds	11/30/98	59,369.89			5.532
<u>Asset Seizure - BATTLE</u>					
Illinois Funds	07/10/08	962.55			5.532
<u>Municipal Waste System</u>					
Illinois Funds	08/31/98	8,461.87			5.532
HE Community Bank-Money Market		155,652.97			5.590
		164,114.84			
<u>2015A & 2015C G.O.D. S.</u>					
HE Community Bank-Money Market		695,201.84			5.590
Chase Money Market	10/01/22	858.19			5.140
		696,060.03			
<u>Central Road Corridor Improv.</u>					
Illinois Funds	12/15/88	10,403.00			5.532
PMA iPrime	11/07/08	3,988.42			5.268
		14,391.42			
<u>Hoffman Blvd Bridge Maintenance</u>					
Illinois Funds	07/01/98	11,943.50			5.532
HE Community Bank-Money Market		262,910.96			5.590
		275,234.15			

STATEMENT OF INVESTMENTS-VILLAGE
As of October 31, 2023

Fund	Investment Date	Book Value	Market Value	Maturity Value	Rate of Interest
<u>Western Corridor</u>					
Illinois Funds	06/30/01	11,819.47			5.532
Treasury Bills	08/09/21	2,247,953.13	2,201,708.01	2,255,000.00	5.268
PMA iPrime	01/07/09	686,530.60			5.268
		2,946,303.20			
<u>Prairie Stone Capital</u>					
Illinois Funds	08/22/91	612,473.12			5.532
PMA iPrime	02/10/11	96,597.86			5.268
		709,070.98			
<u>Road Improvement</u>					
Illinois Funds	01/01/15	547,673.51			5.532
HE Community Bank-Money Market		239,047.35			5.590
Chase Money Market	03/06/18	2,546.50			5.140
Treasury Bills	08/09/21	740,377.17	703,110.38	778,800.00	5.268
PMA iPrime		8,087.77			5.268
		1,537,732.30			
<u>Central Area Road Improvement Impact Fee</u>					
HE Community Bank-Money Market		8,316.74			5.590
<u>Western Area Rd Impr Impact Fees</u>					
Illinois Funds	08/01/98	884,157.29			5.532
HE Community Bank-Money Market		136,713.68			5.590
Chase Money Market	10/01/22	197.44			5.140
		1,021,068.41			
<u>Capital Improvements</u>					
Illinois Funds	12/31/96	743,214.83			5.532
<u>Capital Vehicle & Equipment</u>					
Illinois Funds	12/31/96	731,463.65			5.532
PMA iPrime	01/07/09	64,649.27			5.268
		796,112.92			
<u>Capital Replacement</u>					
Illinois Funds	02/01/98	6,244,582.00			5.532
HE Community Bank-Money Market	07/13/04	1,590,683.76			5.590
Chase Money Market		3,773.48			5.140
PMA iPrime	11/07/08	32,705.29			5.268
CD with PMA	08/22/13	249,000.00	236,629.87	249,000.00	5.268
		8,120,744.53			

STATEMENT OF INVESTMENTS-VILLAGE
As of October 31, 2023

Fund	Investment Date	Book Value	Market Value	Maturity Value	Rate of Interest
<u>Water and Sewer</u>					
Illinois Funds	09/30/86	8,419,535.51			5.532
Treasury Bills	08/09/21	740,377.17	703,110.38	778,800.00	5.268
PMA iPrime	11/07/08	19,703.41			5.268
HE Community Bank-Money Market		6,673,374.71			5.590
Chase Money Market	03/06/18	15,505.47			5.140
		15,868,496.27			
<u>Water and Sewer-2017 Bond Projects</u>					
PMA iPrime	09/13/17	2,170,593.26			5.268
<u>Water and Sewer-2019 Bond Projects</u>					
PMA iPrime	09/13/17	568,411.26			5.268
<u>Now Arena Operating</u>					
Illinois Funds		408,704.19			5.532
HE Community Bank-Money Market		1,615,234.87			5.590
Chase Money Market		1,591.49			5.140
PMA iPrime		2,679,917.90			5.268
		4,705,448.45			
<u>Stormwater</u>					
HE Community Bank-Money Market		525,821.90			5.590
Chase Money Market	10/01/22	759.38			5.140
		526,581.28			
<u>Now Arena</u>					
H.E. Community Bank-MaxSafe		2,648,294.71			5.590
<u>Insurance</u>					
Illinois Funds	11/10/87	1,347,344.17			5.532
HE Community Bank-Money Market		574,283.91			5.590
Treasury Bills	08/09/21	0.00			5.268
Chase Money Market	10/01/22	829.37			5.140
PMA iPrime	11/07/08	1,239,151.39			5.268
CD with PMA	08/22/13	250,104.26	237,573.51	249,000.00	0.800
		3,411,713.10			
<u>Information Technology</u>					
Illinois Funds	02/01/98	459,702.88			5.532
HE Community Bank-Money Market		525,821.90			5.590
Municipal Bonds	08/09/21	0.00	-	-	5.268
Chase Money Market	10/01/22	759.38			5.140
PMA iPrime	11/07/08	368,801.35			5.268
		1,355,085.51			
<u>Roselle Road TIF</u>					
Illinois Funds	09/30/03	418,871.08			5.532
HE Community Bank-Money Market		1,239,215.36			5.590

STATEMENT OF INVESTMENTS-VILLAGE
As of October 31, 2023

Fund	Investment Date	Book Value	Market Value	Maturity Value	Rate of Interest
Chase Money Market		1,789.65			5.140
PMA iPrime	11/07/08	121,331.19			5.268
		1,781,207.28			
<u>Barr./Higgins TIF</u>					
Illinois Funds	08/26/91	245,280.61			5.532
HE Community Bank-Money Market		947,451.07			5.590
Chase Money Market		1,368.29			5.140
		1,194,099.97			
<u>2019 Captial Project Fund</u>					
HE Community Bank-Money Market		315,493.13			5.590
Chase Money Market	10/01/22	455.63			5.140
PMA iPrime	09/13/17	11,196.84			5.268
		338,342.44			
<u>Lakewood Center TIF</u>					
Illinois Funds		341,620.09			5.590
HE Community Bank-Money Market		53,608.86			5.590
Chase Money Market	10/01/22	77.42			5.140
		395,306.37			
<u>Hig/Old Sutton TIF</u>					
HE Community Bank-Money Market		78,873.28			5.590
Chase Money Market	10/01/22	113.91			5.140
		78,987.19			
<u>Hig/Hassell TIF</u>					
HE Community Bank-Money Market		154,657.07			5.590
Chase Money Market	10/01/22	282.40			5.140
		154,939.47			
<u>2018G.O. Debt Serv.</u>					
HE Community Bank-Money Market		271.84			5.590
Chase Money Market	10/01/22	0.39			5.140
		272.23			
Total Investments		\$ 86,171,998.26			

STATEMENT OF INVESTMENTS-VILLAGE
As of October 31, 2023

Fund	Investment Date	Book Value	Market Value	Maturity Value	Rate of Interest
Total Invested Per Institution			<u>Percent Invested</u>		
Illinois Funds		32,855,735.13	38.13		
Chase Money Market		32,153.79	0.04		
CD with PMA		499,104.26	0.58		
HE Community Bank-MaxSafe		2,648,294.71	3.07		
HE Community Bank-Money Market		17,386,267.92	20.18		
Treasury Bills/Municipal Bonds		10,697,086.97	12.41		
ISC at PMA		22,053,355.48	25.59		
		<u>\$86,171,998.26</u>	100.00		
Total Invested Per Fund					
Total Investments - Operating Funds			\$65,710,745.51		
Total Investments - Debt Service Funds			696,331.87		
Total Investments - Capital Projects Funds			\$19,764,920.88		
Total Investments - All Funds			<u>\$86,171,998.26</u>		

PMA INVESTMENTS
October 31, 2023

	Settlement	Maturity	Cost	Market Value	Interest Rate
GENERAL FUND					
Oregon St MUNI Bond	08/11/21	08/01/24	1,747,180	1,673,199	0.638%
US Treasury N/B (48772)	08/10/21	02/15/25	2,229,177	2,028,087	2.000%
US Treasury N/B (48771)	08/10/21	08/15/25	2,229,210	1,995,601	2.000%
US Treasury N/B (50976)	02/24/22	02/28/26	762,813	723,884	0.500%
GENERAL FUND TOTALS:			\$6,968,380	\$6,420,771	
WESTERN CORRIDOR FUND					
US Treasury N/B (48770)	08/10/21	02/15/24	2,247,953	2,220,911	0.125%
WESTERN CORRIDOR TOTALS:			\$2,247,953	\$2,220,911	
ROAD IMPROVEMENT FUND					
US Treasury N/B (50976)	02/24/22	02/28/26	740,377	702,593	0.500%
ROAD IMPROVEMENT TOTALS:			\$740,377	\$702,593	
CAPTIAL REPLACEMENT FUND					
Hanmi Bank	08/17/21	08/19/24	249,000	238,548	0.300%
CAPTIAL REPLACEMENT TOTALS:			\$249,000	\$238,548	
WATER & SEWER FUND					
US Treasury N/B (50976)	02/24/22	02/28/26	740,377	702,593	0.500%
WATER & SEWER TOTALS:			\$740,377	\$702,593	
INSURANCE FUND					
BMW Bank North America	08/13/21	08/13/24	250,104	239,361	0.600%
INSURANCE TOTALS:			\$250,104	\$239,361	
		TOTAL:	\$11,196,191	\$10,524,777	

**OPERATING REPORT SUMMARY
REVENUES**

October 31, 2023

	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>		<u>ANNUAL BUDGET</u>	<u>% ACTUAL TO BUDGET</u>	<u>BENCH- MARK</u>
	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>ACTUAL</u>			
General Fund							
Property Taxes	500,000	7,616	13,200,000	7,475,783	13,654,510	54.7%	
Hotel Tax	83,333	140,271	833,333	1,238,716	1,000,000	123.9%	
Real Estate Transfer Tax	75,000	197,639	750,000	1,670,352	900,000	185.6%	
Home Rule Sales Tax	358,333	456,324	3,583,333	4,374,803	4,300,000	101.7%	
Telecommunications Tax	63,750	63,377	637,500	684,505	765,000	89.5%	
Property Tax - Fire	37,646	2,488	4,459,250	2,420,863	4,459,250	54.3%	
Property Tax - Police	22,032	3,333	5,969,490	3,245,675	5,969,490	54.4%	
Other Taxes	81,298	110,453	812,983	1,013,847	975,580	103.9%	
Total Taxes	1,221,393	981,501	30,245,890	22,124,543	32,023,830	69.1%	
Business Licenses	10,000	10,404	380,000	403,396	380,000	106.2%	
Liquor Licenses	10,000	1,330	265,000	262,207	275,000	95.3%	
Building Permits	131,000	352,417	1,310,000	1,701,392	1,572,000	108.2%	
Other Licenses & Permits	725	4,295	7,250	5,386	8,700	61.9%	
Total Licenses & Permits	151,725	368,446	1,962,250	2,372,380	2,235,700	106.1%	
Sales Tax	725,000	847,472	7,250,000	8,196,990	8,700,000	94.2%	
Local Use Tax	168,658	168,165	1,686,583	1,751,707	2,023,900	86.6%	
State Income Tax	650,000	910,298	6,500,000	7,295,129	7,800,000	93.5%	
Replacement Tax	52,250	124,327	522,500	822,036	627,000	131.1%	
Other Intergovernmental	53,904	17,328	539,042	447,765	646,850	69.2%	
Total Intergovernmental	1,649,813	2,067,589	16,498,125	18,513,627	19,797,750	93.5%	
Engineering Fees	50,000	88,300	500,000	322,448	600,000	53.7%	
Ambulance Fees	133,333	109,617	1,333,333	1,237,282	1,600,000	77.3%	
GEMT Income	291,667	131,146	2,916,667	2,367,162	3,500,000	67.6%	
Police Hireback	33,333	50,525	333,333	353,000	400,000	88.3%	
Lease Payments	37,464	45,345	374,642	551,347	449,570	122.6%	
Cable TV Fees	30,000	24,259	552,500	509,945	701,000	72.7%	
4th of July Proceeds	-	-	63,000	63,000	100,000	63.0%	
Employee Payments	162,500	157,372	1,625,000	1,432,305	1,950,000	73.5%	
Hireback - Arena	16,938	9,021	169,375	250,948	203,250	123.5%	
Rental Inspection Fees	-	1,438	225,000	195,159	275,000	71.0%	
Other Charges for Services	80,042	27,577	800,417	784,060	960,500	81.6%	
Total Charges for Services	835,277	644,599	8,893,267	8,066,656	10,739,320	75.1%	
Court Fines-County	10,000	15,254	100,000	111,647	120,000	93.0%	
Ticket Fines-Village	20,833	18,097	208,333	251,709	250,000	100.7%	
Overweight Truck Fines	500	1,350	5,000	9,280	6,000	154.7%	
Red Light Camera Revenue	66,667	87,485	666,667	769,376	800,000	96.2%	
Local Debt Recovery	3,333	643	33,333	39,000	40,000	97.5%	
Total Fines & Forfeits	101,333	122,829	1,013,333	1,181,011	1,216,000	97.1%	
Total Investment Earnings	14,583	144,786	145,833	1,287,822	175,000	735.9%	
Reimburse/Recoveries	12,500	4,707	125,000	129,076	150,000	86.1%	
S.Barrington Fuel Reimbursement	2,917	2,952	29,167	39,193	35,000	112.0%	
Shaumburg Twn Fuel Reimbursement	3,750	5,296	37,500	44,718	45,000	99.4%	
Tollway Payments	1,500	2,500	15,000	31,000	18,000	172.2%	
Other Miscellaneous	16,125	22,853	161,250	173,531	193,500	89.7%	
Total Miscellaneous	36,792	38,307	367,917	417,519	441,500	94.6%	
Total Operating Transfers In	17,083	4,167	170,833	155,591	205,000	75.9%	
Total General Fund	4,027,999	4,372,224	59,297,448	54,119,149	66,834,100	81.0%	83.3%

**OPERATING REPORT SUMMARY
REVENUES**

October 31, 2023

	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>		<u>ANNUAL BUDGET</u>	<u>% ACTUAL TO BUDGET</u>	<u>BENCH-MARK</u>
	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>ACTUAL</u>			
Water & Sewer Fund							
Water Sales	1,785,333	7,849	17,853,333	16,183,691	21,424,000	75.5%	
Connection Fees	1,667	16,708	16,667	231,864	20,000	1159.3%	
Cross Connection Fees	3,167	28	31,667	27,211	38,000	71.6%	
Penalties	10,000	(20)	100,000	99,601	120,000	83.0%	
Investment Earnings	2,542	71,504	25,417	704,226	30,500	2308.9%	
Other Revenue Sources	1,667	9,883	16,667	117,610	20,000	588.1%	
Capital Projects	-	12,200	-	76,666	1,125,000	6.8%	
Total Water Fund	1,804,375	118,151	18,043,750	17,440,868	22,777,500	76.6%	83.3%
Motor Fuel Tax Fund	165,521	212,461	1,655,208	1,981,267	1,986,250	99.7%	
Community Dev. Block Grant Fund	28,583	5,349	285,833	310,859	343,000	90.6%	
Asset Seizure Fund	-	6,196	-	158,259	-	N/A	
Municipal Waste System Fund	259,719	4,279	2,597,192	2,406,643	3,116,630	77.2%	
NOW Arena Operating Fund	242,767	283,334	2,427,667	3,203,549	2,913,200	110.0%	
NOW Arena Activity Fund	932,249	258,199	9,322,492	6,739,349	11,186,990	60.2%	
Stormwater Management	78,751	137,741	708,758	1,085,683	945,010	114.9%	
Insurance Fund	154,199	169,747	1,541,992	2,600,982	1,850,390	140.6%	
Roselle Road TIF	66,833	8,837	668,333	540,291	802,000	67.4%	
Barrington/Higgins TIF	-	6,261	-	362,071	-	N/A	
Lakewood Center TIF	50,000	2,148	500,000	5,729,998	600,000	955.0%	
Higgins-Old Sutton TIF	210,682	403	2,106,817	37,825	2,528,180	1.5%	
Stonington & Pembroke TIF	29,098	-	203,688	-	349,180	0.0%	
Higgins/Hassell TIF	37,502	1,285	375,017	394,835	450,020	87.7%	
Information Technology	245,977	247,415	2,459,767	2,455,913	2,951,720	83.2%	
Total Spec Rev. & Int. Svc. Fund	2,501,881	1,343,655	24,852,763	28,007,522	30,022,570	93.3%	
TOTAL OPERATING FUNDS	8,334,255	5,834,030	102,193,961	99,567,539	119,634,170	83.2%	83.3%
2015A & C G.O. Debt Service	3,600	3,600	1,486,325	1,486,325	3,827,640	38.8%	
2015B G.O. Debt Service	-	-	10,400	10,400	121,300	0.0%	
2016 G.O. Debt Service	185	185	181,650	181,650	330,100	0.0%	
2017A & B G.O. Debt Service	-	-	51,400	51,400	178,800	0.0%	
2018 G.O. Debt Service	17,772	17,772	1,129,139	1,129,139	2,861,700	0.0%	
2019 G.O. Debt Service	-	-	-	15,342	136,710	11.2%	
TOTAL DEBT SERV. FUNDS	21,557	21,557	2,858,913	2,874,255	7,456,250	38.5%	83.3%
Central Rd. Corridor Fund	4	76	42	1,089	50	2177.3%	
Hoffman Blvd Bridge Maintenance	4	1,361	42	11,523	50	23045.7%	
Western Corridor Fund	31,875	12,970	318,750	109,587	382,500	28.7%	
Prairie Stone Capital Fund	125	3,679	1,250	31,325	1,500	2088.3%	
Central Area Rd. Impr. Imp. Fee	-	2,698	-	623,995	-	0.0%	
Western Area Traffic Impr.	-	64	-	519	-	N/A	
Western Area Traffic Impr. Impact Fee	17	724	197,871	890,240	200	0.0%	
Capital Improvements Fund	197,721	2,082,554	1,928,223	4,010,982	2,372,650	169.1%	
Capital Vehicle & Equipment Fund	148,735	152,544	1,190,522	1,503,418	1,784,820	84.2%	
Capital Replacement Fund	625	39,169	281,472	327,660	7,500	4368.8%	
2019 Project Fund	-	17,166	148,735	45,220	-	N/A	
Road Improvement Fund	598,508	372,822	5,387,193	5,964,251	7,182,090	83.0%	
TOTAL CAP. PROJECT FUNDS	977,613	2,685,828	9,454,098	13,519,809	11,731,360	115.2%	83.3%
Police Pension Fund	628,583	86,703	6,285,833	9,834,758	7,543,000	130.4%	
Fire Pension Fund	533,980	95,015	5,339,800	7,935,610	6,407,760	123.8%	
TOTAL TRUST FUNDS	1,162,563	181,717	11,625,633	17,770,368	13,950,760	127.4%	83.3%
TOTAL ALL FUNDS	10,495,988	8,723,132	126,132,604	133,731,972	152,772,540	87.5%	83.3%

OPERATING REPORT SUMMARY
EXPENDITURES
October 31, 2023

	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>		<u>ANNUAL BUDGET</u>	<u>%</u>	<u>BENCH-MARK</u>
	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>ACTUAL</u>			
General Fund							
General Admin.							
Legislative	35,764	31,948	357,642	296,294	429,170	69.0%	
Administration	90,779	73,566	907,792	860,416	1,089,350	79.0%	
Legal	45,032	25,358	450,317	258,581	540,380	47.9%	
Finance	111,120	96,446	1,111,200	1,074,105	1,333,440	80.6%	
Village Clerk	23,688	21,877	236,875	211,326	284,250	74.3%	
Human Resource Mgmt.	58,683	55,338	586,833	554,818	704,200	78.8%	
Communications	42,690	24,280	426,900	329,965	512,280	64.4%	
Emergency Operations	7,521	3,722	75,208	74,300	90,250	82.3%	
Total General Admin.	415,277	332,535	4,152,767	3,659,805	4,983,320	73.4%	83.3%
Police Department							
Administration	138,153	119,285	1,381,525	1,283,107	1,657,830	77.4%	
Juvenile Investigations	57,281	34,724	572,808	483,631	687,370	70.4%	
Tactical	91,292	60,746	912,917	761,472	1,095,500	69.5%	
Patrol and Response	1,104,218	700,782	11,042,183	9,643,872	13,250,620	72.8%	
Traffic	90,863	72,822	908,633	742,738	1,090,360	68.1%	
Investigations	136,905	85,113	1,369,050	1,197,312	1,642,860	72.9%	
Community Relations	1,048	-	10,483	7,118	12,580	56.6%	
Communications	36,722	36,447	367,217	400,915	440,660	91.0%	
Canine	19,035	302	190,350	64,160	228,420	28.1%	
Special Services	19,021	14,148	190,208	208,399	228,250	91.3%	
Records	27,288	26,199	272,875	260,427	327,450	79.5%	
Administrative Services	104,391	100,957	1,043,908	1,002,785	1,252,690	80.1%	
Total Police	1,826,216	1,251,523	18,262,158	16,055,934	21,914,590	73.3%	83.3%
Fire Department							
Administration	83,693	69,013	836,925	766,345	1,004,310	76.3%	
Public Education	7,453	11,839	74,533	77,395	89,440	86.5%	
Suppression	860,463	654,505	8,604,625	7,531,268	10,325,550	72.9%	
Emer. Med. Serv.	899,046	536,476	8,990,458	6,676,734	10,788,550	61.9%	
Prevention	47,826	23,260	478,258	475,071	573,910	82.8%	
Fire Stations	3,463	3,826	34,625	31,905	41,550	76.8%	
Total Fire	1,901,943	1,298,919	19,019,425	15,558,718	22,823,310	68.2%	83.3%
Public Works Department							
Administration	33,648	35,464	336,483	317,105	403,780	78.5%	
Snow/Ice Control	164,110	82,421	1,641,100	1,387,587	1,969,320	70.5%	
Traffic Operations	115,793	79,016	1,157,933	989,474	1,389,520	71.2%	
Forestry	99,378	80,240	993,775	839,427	1,192,530	70.4%	
Facilities	109,672	107,695	1,096,717	921,638	1,316,060	70.0%	
Fleet Services	137,235	119,699	1,372,350	1,116,896	1,646,820	67.8%	
F.A.S.T.	18,859	9,881	188,592	153,660	226,310	67.9%	
Storm Sewers	20,100	10,693	201,000	140,602	241,200	58.3%	
Total Public Works	698,795	525,109	6,987,950	5,866,390	8,385,540	70.0%	83.3%

OPERATING REPORT SUMMARY
EXPENDITURES
October 31, 2023

	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>		<u>ANNUAL BUDGET</u>	<u>%</u>	<u>BENCH-MARK</u>
	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>ACTUAL</u>			
Development Services							
Administration	38,208	33,308	382,083	373,984	458,500	81.6%	
Planning & Transportation	72,393	59,585	723,933	593,273	868,720	68.3%	
Code Enforcement	150,228	141,855	1,502,275	1,474,468	1,802,730	81.8%	
Engineering	114,431	118,676	1,144,308	1,176,963	1,373,170	85.7%	
Economic Development	96,402	34,192	964,017	368,640	1,156,820	31.9%	
Total Development Services	471,662	387,616	4,716,617	3,987,327	5,659,940	70.4%	83.3%
Health & Human Services	93,537	95,557	935,367	896,596	1,122,440	79.9%	83.3%
Miscellaneous							
4th of July	-	-	134,843	134,843	181,750	74.2%	
Police & Fire Comm.	9,355	17,009	93,550	28,942	112,260	25.8%	
Misc. Boards & Comm.	25,108	24,046	251,083	189,860	301,300	63.0%	
Misc. Public Improvements	515,138	2,261,877	5,151,383	5,730,625	6,181,660	92.7%	
Total Miscellaneous	549,602	2,302,932	5,630,860	6,084,270	6,776,970	89.8%	83.3%
Total General Fund	5,957,030	6,194,191	59,705,143	52,109,040	71,666,110	72.7%	83.3%
Water & Sewer Fund							
Water Department	1,164,748	1,131,943	11,647,483	11,249,305	13,976,980	80.5%	
Sewer Department	202,123	185,008	2,021,233	1,796,852	2,425,480	74.1%	
Billing Division	84,056	88,271	840,558	851,702	1,008,670	84.4%	
Capital Projects Division	357,885	357,885	1,892,628	1,892,628	5,955,210	31.8%	
2015 Bond Capital Projects	-	-	49,075	49,075	423,150	11.6%	
2017 Bond Capital Projects	-	-	694,615	694,615	1,608,020	43.2%	
2018 Bond Capital Projects	-	-	123,819	123,819	247,640	50.0%	
2019 Bond Capital Projects	-	-	70,124	70,124	622,530	11.3%	
Total Water & Sewer	1,808,813	1,763,107	17,470,627	16,859,210	26,383,880	63.9%	83.3%
Motor Fuel Tax	222,771	222,771	2,144,063	2,144,063	2,625,000	81.7%	
Community Dev. Block Grant Fund	5,341	5,341	280,504	280,504	343,000	81.8%	
Asset Seizure Fund	20,125	484	201,250	223,277	241,500	92.5%	
Municipal Waste System	268,953	146,951	2,689,533	2,699,364	3,227,440	83.6%	
NOW Arena Operating Fund	374,481	19,645	3,744,808	1,938,396	4,493,770	43.1%	
NOW Arena Activity Fund	932,249	143,321	9,322,492	5,928,748	11,186,990	53.0%	
Stormwater Management	121,721	15,149	1,217,208	311,915	1,460,650	21.4%	
Insurance	168,228	34,792	1,682,283	1,330,015	2,018,740	65.9%	
Information Technology	241,997	121,031	2,419,967	1,446,432	2,903,960	49.8%	
Roselle Road TIF	38,598	-	385,983	1,286,226	463,180	277.7%	
Barrington/Higgins TIF	25,708	-	257,083	146,074	308,500	47.3%	
Lakewood Center TIF	24,932	4,800	249,317	5,707,424	299,180	1907.7%	
Higgins-Old Sutton TIF	210,682	-	842,727	4,101	2,528,180	0.2%	
Higgins/Hassell TIF	50,714	9,615	507,142	405,598	608,570	66.6%	
Stonington & Pembroke TIF	29,098	-	290,983	15,645	349,180	4.5%	
TOTAL OPERATING FUNDS	10,472,343	8,681,197	103,120,130	92,836,031	131,107,830	70.8%	83.3%

OPERATING REPORT SUMMARY
EXPENDITURES
October 31, 2023

	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>		<u>ANNUAL BUDGET</u>	<u>%</u>	<u>BENCH-MARK</u>
	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>ACTUAL</u>			
2015A G.O. Debt Service	477	477	709,269	709,269	3,827,640	18.5%	
2015 G.O. Debt Service	-	-	10,877	10,877	121,300	9.0%	
2016 G.O. Debt Service	-	-	165,277	165,277	330,100	50.1%	
2017A & B G.O. Debt Service	-	-	52,354	52,354	178,800	29.3%	
2018 G.O. Debt Service	-	-	536,077	536,077	2,861,700	18.7%	
2019 G.O. Debt Service	-	-	15,342	15,342	136,710	11.2%	
TOTAL DEBT SERV. FUNDS	477	477	1,489,195	1,489,195	7,456,250	20.0%	83.3%
Western Corridor Fund	32,500	1,250	325,000	262,500	390,000	67.3%	
Hoffman Blvd Bridge Maintenance	3,333	-	33,333	-	40,000	0.0%	
Prairie Stone Capital	54,167	-	541,667	86,260	650,000	13.3%	
Central Area Rd. Impr. Imp. Fee	-	-	-	619,450	-	N/A	
Western Area Rd Improve Imp. Fee	17	-	100	-	200	N/A	
Capital Improvements Fund	191,042	2,306,718	1,910,417	3,849,908	2,292,500	167.9%	
Capital Vehicle & Equipment Fund	153,653	1,461	1,536,525	617,919	1,843,830	33.5%	
Road Improvement Fund	635,591	450,220	6,355,908	6,397,713	7,627,090	83.9%	
TOTAL CAP. PROJECT FUNDS	1,070,302	2,759,649	10,702,950	11,833,750	12,843,620	92.1%	83.3%
Police Pension Fund	729,532	746,803	7,295,317	7,358,855	8,754,380	84.1%	
Fire Pension Fund	643,514	655,963	6,435,142	6,472,390	7,722,170	83.8%	
TOTAL TRUST FUNDS	1,373,046	1,402,767	13,730,458	13,831,245	16,476,550	83.9%	83.3%
TOTAL ALL FUNDS	12,916,167	12,844,089	129,042,734	119,990,220	167,884,250	71.5%	83.3%



2023 OCTOBER/NOVEMBER MONTHLY REPORT

Contents

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Project Activities

- Open Enrollment Set Up and Implementation
- FinancePLUS
- Zoom Phone Project

CentralSquare

PLUS Applications

- Created Cognos report.
- Assisted several new employees having difficulty setting up their passwords and questions in Psync.
- Submitted multiple CST Support tickets to have them add new employees to the PLUS environment.
- Worked with CST to terminate several employees from the PLUS environment.
- Requested CST Support restore 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 Pet Licenses.
- Penalized all unpaid General Premise Licenses.
- Ran Penalty Process for Residential Rental Licenses to apply Late Fees.
- Created SQL script to update RRL License Deadline Date.
- Multiple requests from DS staff regarding addresses required verification in PLUS and Community Development. Worked with GIS Tech to provide verification for entry into Community Development.

GovQA

- Removed access for terminated employees.

Administration

- Prepared monthly report.
- Processed Payroll for department employees on.

Training

- All members of the IT Department attended the Village wide Teams Workshop and Excel for Intermediates, hosted by the IT Department and delivered by Harper College.
- One webinar for Laserfiche Forms and Business Process Development was attended by the IT Department.

Meetings

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

Technical Support, Hardware & Software Review

Project Activities

Project – Phone System Replacement

- This project to replace the Village’s phone system is progressing ahead of initial timeline expectations. Vendors have provided on-site demonstrations. Decisions have been made on software and hardware model choices. Purchases have been made. The next phase of deployment will begin as soon as shipment of products is received.

Project – EOC Audio/Video Refresh

- The Emergency Operations Center A/V Refresh project has received hardware. Work will begin in the future.

Project – Laserfiche Configuration and Upgrades

- The Village’s Laserfiche solution continues to undergo server configuration, software updates, and process improvement. In lieu of maintaining on-premises services, a move to the cloud is underway. This migration brings the most modern capabilities and features of the software suite. Secure cloud storage along with anytime, anywhere access bring boosted efficiency to the organization.

Project – Network Switch Replacement

- This project is moving ahead of schedule. Network equipment has been received and accounted for by the IT Department. Configuration and deployment will be scheduled in conjunction with the arrival of the Phone System Replacement Project and the next available network maintenance period.

Security and Other Updates

- We deployed ESXi VMware high-availability host infrastructure for improved performance and redundancy. This will afford us the opportunity for maintaining uptimes.
- Reconfigured backup infrastructure to facilitate the new virtual host infrastructure we have deployed. Backup jobs adhere to best practices by use of multiple backups and multiple backup mediums, as well as utilization of encryption to ensure backups are secure. In addition, snapshot frequency and retention has been increased for volumes hosted on SAN infrastructure.
- Implemented N-Able remote management software Village-wide, to facilitate a more secure ability to remotely manage systems.
- Improved security standards in use for network copier scan-to-folder, so that deprecated and unsecure standards were disabled or removed from the configuration.
- Generated new SSH Keypair for secure file transmissions with JP Morgan to extend the length of key pair validity.
- The IT Department performed site visits to all locations with managed network switches in the Village.

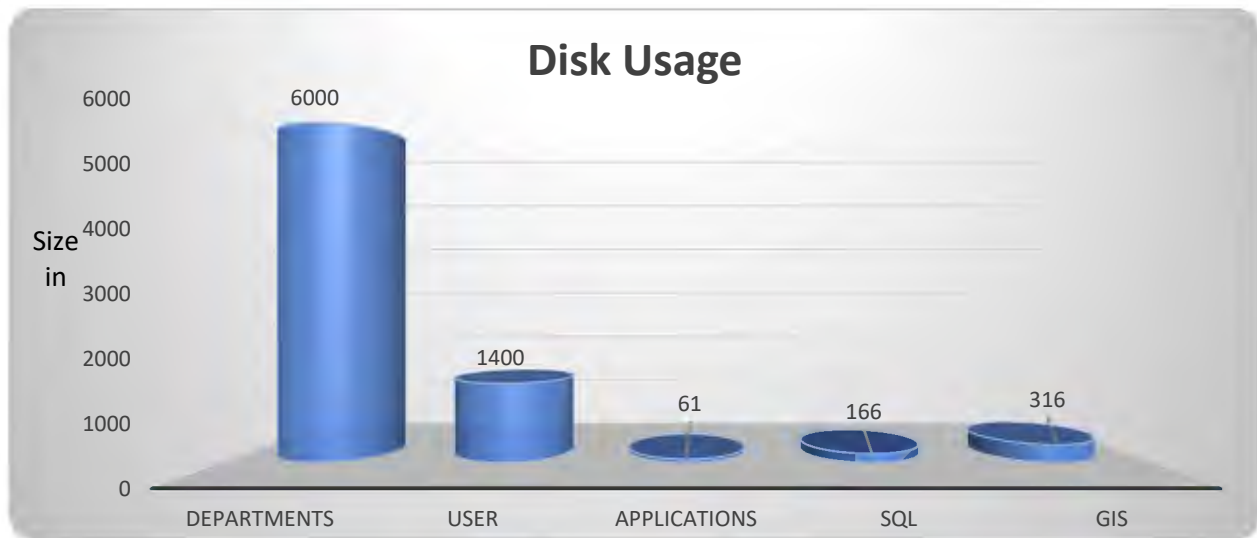
IT Training

- The IT Department organized two training events with two sessions each for Microsoft Teams and Microsoft Excel for Intermediates. Due to popular demand in August, this training was better prepared to be delivered to remote users and satellite conference rooms.
- During this two-month period, the IT Department completed New User Orientation for two new hires in the Police Department.

IT Meetings

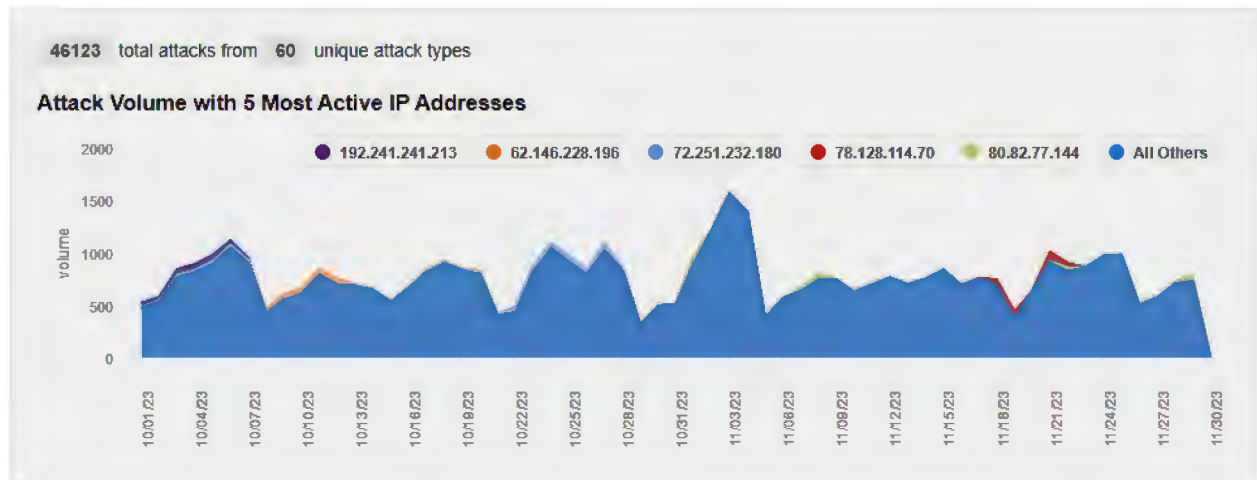
- Members of the IT Department met with multiple departments and our Laserfiche vendor to discuss upgrades and onboarding into our Laserfiche environment.

System and Data Functions

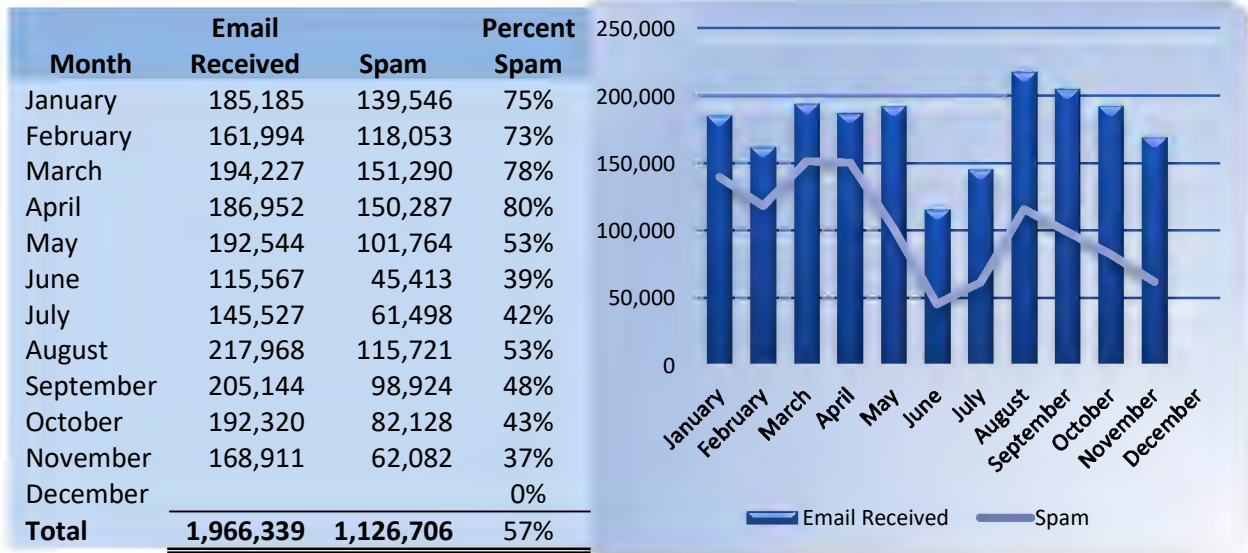


Sentinel IPS Attack Report

External parties attacked the Village network 46,123 times during the months of October and November



Email Spam Report



Darek Raszka, Director of Information Technology

Memo

TO: Finance Committee
FROM: Daniel P. O'Malley, Deputy Village Manager/Owner's Rep.-NOW Arena
RE: **OWNER'S REPRESENTATIVE MONTHLY REPORT
DECEMBER 2023**
DATE: December 6, 2023



1. There are no COVID-19 public health restrictions at this time.
2. Village and Arena staff continue to work on the Federal Shuttered Venue Operators Grant (SVOG) program. The closeout documentation has been filed and accepted by the SBA. The audit documentation is the last step to finalize this grant and we await direction from the SBA.
3. The last of the FY22 capital projects have been closed out, the HVAC rooftop unit project and IT project are complete.
4. The FY23 budgeted capital projects are nearly all complete. The floor refinishing, concourse painting and office area painting/carpeting projects are all finalized. The suite renovation project final punchlist items are being completed this week and the landscape project is complete for this planting season and will be finalized in the 2024 spring planting season.
5. The arena capital improvement budget and annual budget have been finalized. The Finance Committee has recommended approval and the Village Board approved at the December 4 meeting.
6. Conducted bi-weekly meetings with Public Works Facilities and Arena staff regarding building and maintenance items.
7. Meet regularly with Ben Gibbs, General Manager to discuss operational items and events at the arena.
8. The Hideaway Beer Garden has closed for the season. Check out the arena website for opening day in 2024 and the full schedule of events for next year.

Attachment

cc: Ben Gibbs, General Manager (Spectra)

Now Arena
General Manager Update
 December 2023 Update

Event Highlights	Notes
Dec 1-3: Winter Circus Spectacular Dec 7: NOW Foods Christmas Party Dec 9: Windy City Bulls #4 Dec 10: Windy City Bulls #5 Dec 11-14: AMCA Corporate Event Dec 15: Windy City Bulls #5 Dec 17: Windy City Bulls #6 Dec 29-30: Ken Kraft Midlands Wrestling	
Finance Department	
General	Arena Finished October Financials
Monthly Financial Statement	Building Event Revenue YTD: \$3,129,614
	Building Sponsor/Other Revenue YTD: \$352,727
	Building Expenses YTD: \$2,786,389
	Building Income YTD: \$695,952
Operations Department	
General	All capital improvement projects have been completed. Prepping Ice Plant, basketball court, and event floor for upcoming shows including bull riding, Monster Truck, etc.
Positions to Fill	N/A
Third Party Providers	N/A
Village Support	N/A
Events Department	
General	Windy City Bulls Season, NOW Foods Holiday Party, NCAA Wrestling, Monster Truck and Bull Riding
Positions to Fill	N/A
Marketing Department	
General	Promoting upcoming events including Monster Truck, Windy City Bulls and Bull Riding
Positions to Fill	N/A
Group Sales Department	
General	Group sales will be handled by a third party company.
Box Office Department	
General	Managing on sale for upcoming WCB 2023-2024 season and various other event on sales
Food & Beverage Department	
General	Continue recruitment of part-time staff
Premium Seating Department	
General	Continue to renew annual suites, marquee signage
Positions to Fill	NA
Sponsorship Department	
General	Concentrating on unsold categories including insurance and liquor
Monthly Financial Statement	Corporate Sales: \$152,729
	Suites Sales: \$57,817
General	
Capital Improvements/Repairs	Additional capital projects are being investigated based on possible grant disbursements related to the Shuttered Venue Grant program via the Small Business Administration.