



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

March 25, 2024

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

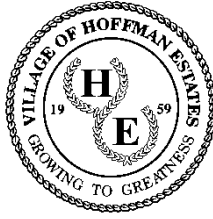
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- I. Roll Call
 - II. Approval of Minutes -February 26, 2024
 - III. Public Comment

NEW BUSINESS

1. Request approval of an ordinance providing for the issuance of not to exceed \$9,500,000 General Obligation Bonds, Series 2024A, of the Village of Hoffman Estates, Cook County, Illinois, authorizing the execution of a bond order for each series of bonds, and for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds.
2. Request authorization to:
 - a. renew the Microsoft Enterprise Licensing Agreement for the Village, negotiated through DELL LLC., (Microsoft Large Account Reseller Statewide Master Contract #C000000765005) for a period of three years at a total cost of \$531,116.82 with annual payments of \$177,038.94 made in 2024, 2025 and 2026;
 - b. renew NOW Arena's Microsoft Enterprise Licensing Agreement negotiated through DELL LLC., (Microsoft Large Account Reseller Statewide Master Contract #C000000765005) for a period of three years at a total cost of \$41,572.80 with annual payments of \$13,857.60 made in 2024, 2025 and 2026.

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



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Further details and information can be found in the agenda packet attached hereto and incorporated herein and can also be viewed online at www.hoffmanestates.org and/or in person in the Village Clerk's office. The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.

FINANCE COMMITTEE MEETING MINUTES

February 26, 2024

I. Roll call

Members in Attendance:

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

Member Absent:

Karen Arnet, Trustee

**Management Team Members
in Attendance:**

**Eric Palm, Village Manager
Dan O'Malley, Deputy Village Manager
Arthur Janura, Corporation Counsel
Alan Wenderski, Dir. Engineering
Alan Wax, Fire Chief
Aaron Howe, Asst. to PW Director
Pete Gugliotta, Director of Dev Services
Kasia Cawley, Police Chief
Jon Pape, Assistant Village Manager
Joe Nebel, Director of Public Works
Rachel Musiala, Finance Director
Darek Raszka, Director of IT
Freddy Segura, GIS Manager
Ric Signorella, Multimedia Manager**

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

II. Approval of Minutes – January 22, 2024

Motion by Trustee Kinnane, seconded by Trustee Stanton, to approve the Finance Committee meeting minutes of January 22, 2024. Voice vote taken. All ayes, one abstention (Arnet). Motion carried.

III. Public Comment

NEW BUSINESS

- 1. Request ratification of the Village Manager Authorization of an Emergency Expenditure for the repair of the emergency generator at**

the NOW Arena to Illini Power Products, Carol Stream, IL in an amount not to exceed \$31,559.70.

An item summary sheet from Dan O'Malley and Ben Gibbs was presented to Committee.

Motion by Trustee Mills, seconded by Trustee Arnet, to ratify ratification of the Village Manager Authorization of an Emergency Expenditure for the repair of the emergency generator at the NOW Arena to Illini Power Products, Carol Stream, IL in an amount not to exceed \$31,559.70. Voice vote taken. All ayes. Motion carried.

- 2. Request authorization to renew the Central Square Annual Subscription Agreement between Superior, LLC, a Central Square Technology Company, and the Village of Hoffman Estates for a term of one year at a subscription cost of \$233,295.57.**

An item summary sheet from Darek Raszka was presented to Committee.

Mr. Raszka and Mr. Palm provided background on the request and addressed questions from the Trustees inquiring about a short contract. Mr. Palm indicated that the "hope" is for the Village to have selected a new vendor for the ERP system next year.

Motion by Trustee Arnet, seconded by Trustee Kinnane, to renew the Central Square Annual Subscription Agreement between Superior, LLC, a Central Square Technology Company, and the Village of Hoffman Estates for a term of one year at a subscription cost of \$233,295.57. Voice vote taken. All ayes. Motion carried.

REPORTS (INFORMATION ONLY)

- 1. Finance Department Monthly Report.**

The Finance Department Monthly Report was received and filed.

- 2. Information System Department Monthly Report.**

The Information System Department Monthly Report was received and filed.

- 3. NOW Arena Monthly Report.**

The NOW Arena Monthly Report was received and filed.

IV. President's Report – Mayor McLeod Reported on a number of activities he attended including filming the State of the Village, Pace meeting, Wine Wednesday, NLC Infrastructure meeting, Black History Month event, and a Blue and Gold Ceremony for Pack #397.

V. Other

VI. Items in Review

VII. Adjournment

VIII.

Motion by Trustee Arnet, seconded by Trustee Kinnane, to adjourn the meeting at 7:09 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: 2024 Bond Ordinance

MEETING DATE: March 25, 2024

COMMITTEE: Finance

FROM: Eric Palm, Village Manager
Rachel Musiala, Director of Finance

PURPOSE: Request approval of an Ordinance providing for the issuance of not to exceed \$9,500,000 General Obligation Bonds, Series 2024A, of the Village of Hoffman Estates, Cook County, Illinois, authorizing the execution of a bond order for each series of bonds, and for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds.

BACKGROUND: Back in July, 2023, the Finance Committee approved a proposed financial plan for the improvements to Fire Stations #21 and #22. This plan projected the issuance of bonds for the construction of these stations, and those debt payments would be funded by recently implemented increases to the Village’s ambulance fees and high-use electric utility taxes.

DISCUSSION: The design for Fire Station #21 is moving forward so it is the appropriate time to begin the process for the bond issuance related to this station.

- The parameters being approved with the attached ordinance specify:
- No more than \$9,500,000 of bonds will be sold for the construction of fire station #21.
 - The interest rate on the bonds will not exceed 6.0%.
 - The maturity dates of the bonds will not exceed December 1, 2043.

As written, this ordinance will allow for the issuance of bonds for the purposes specified above in 2024 without further formal action needed. This ordinance was written by Vincent Cainkar, Bond Counsel, and has been reviewed by the Municipal Advisors (Speer Financial), Underwriter (Robert W. Baird & Co.), and Village staff.

It should be noted that this bond issuance is only for Fire Station #21. It is planned that an additional bond issue will be needed for Fire Station #22 of approximately \$16 million after Fire Station #21 is completed.

RECOMMENDATION: Request approval of an Ordinance providing for the issuance of not to exceed \$9,500,000 General Obligation Bonds, Series 2024A, of the Village of Hoffman Estates, Cook County, Illinois, authorizing the execution of a bond order for each series of bonds, and for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds.

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$9,500,000 GENERAL OBLIGATION BONDS, SERIES 2024A, OF THE VILLAGE OF HOFFMAN ESTATES, COOK COUNTY, ILLINOIS, AUTHORIZING THE EXECUTION OF A BOND ORDER FOR EACH SERIES OF BONDS, AND FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS

Passed by the Village President
and Board of Trustees on the 1st
day of April, 2024.

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WHEREAS, the Village of Hoffman Estates, Cook County, Illinois (the “Village”), pursuant to the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois, is a home rule unit and may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt payable from *ad valorem* tax receipts maturing within 40 years from the time it is incurred and without prior referendum approval;

WHEREAS, it is deemed to be necessary, essential and for the best interests of the inhabitants of the Village and necessary for the welfare of the government and affairs of the Village to pay for the design, construction, and equipment of fire stations, including expenses associated therewith, in connection with the issuance of the Bonds (the “Project”);

WHEREAS, the estimated cost of the Project, including bond discount and bond issuance expenses, is not less than \$9,500,000, plus investment earnings thereon, as heretofore reported to and determined by the Village President and Board of Trustees (the “Board of Trustees”), and there are insufficient funds of the Village on hand and lawfully available to pay said costs, such that the Village expects to pay such costs by borrowing such money and issuing its general obligation bond in evidence thereof;

WHEREAS, as a home rule unit, the Village by ordinance passed by the Board of Trustees is authorized to borrow money and in evidence thereof issue general obligation bonds of the Village without referendum in an amount not to exceed \$9,500,000 (the “Bonds”) for the purpose of paying all or a portion of the costs of the Project, and paying certain costs incurred in connection with the issuance of the Bonds; and

WHEREAS, the Board of Trustees does hereby determine that it is advisable and in the best interest of the Village at this time to borrow money and in evidence thereof issue the Bonds for the purpose of paying all or a portion of the costs of the Project, and paying certain costs incurred in connection with the issuance of the Bonds, and in evidence of such borrowing, issue its full faith and credit bonds, in the principal amount not to exceed \$9,500,000.

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

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings assigned them unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

“*Act*” means the Constitution of the State of Illinois, the home rule powers of the Village, the Illinois Municipal Code, the Local Government Debt Reform Act, and the Omnibus Bond Acts.

“*Authorized Denominations*” means \$5,000 and integral multiples of \$5,000.

“*Board of Trustees*” is defined in the Preambles of this Ordinance.

“*Bond Counsel*” means, with respect to the original issuance of the Bonds, Louis F. Cainkar, Ltd., Chicago, Illinois, and thereafter, any firm of attorneys of nationally recognized expertise with respect to the tax-exempt obligations of political subdivisions, selected by the Village.

“*Bond Fund*” means the Series 2024A Bond Fund created in Section 12 of this Ordinance.

“*Bond Order*” means that certain bond order, to be executed by the Village President for each series of Bonds, and setting forth certain details of each series of Bonds as provided in this Ordinance and includes the levy of the Pledged Taxes therefor.

“*Bond Purchase Agreement*” is defined in Section 11 of this Ordinance.

“*Bond Register*” means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“*Bond Registrar*” means Amalgamated Bank of Chicago, Chicago, Illinois, or a successor thereto designated as bond registrar and paying agent; however, the Bond Registrar may be designated in the Bond Order.

“*Bondholder*” means the owner of a Bond.

“*Bonds*” means the not to exceed \$9,500,000 General Obligation Bonds, Series 2024A, authorized to be issued by this Ordinance, including bonds issued in exchange for or upon transfer or replacement of bonds previously issued under this Ordinance.

“*Book Entry Form*” means the form of the Bonds as fully registered and available in physical form only to the Depository.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*County Clerk*” means the County Clerk of Cook County, Illinois.

“*Defeased Bonds*” means such bonds as are described and defined by such term in Section 14 of this Ordinance.

“*Depository*” means The Depository Trust Company or successor depository duly qualified to act as a securities depository and acceptable to the Village.

“*Designated Officials*” mean the officers of the Village as follows: Village President, Village Manager, and the Assistant Village Treasurer.

“*Expense Account*” means the account in the Proceeds Fund established hereunder and further described by Section 13 of this Ordinance.

“*Global Book-Entry System*” means the system for the initial issuance of the Bonds as described in Section 5.

“*IRS*” means the Internal Revenue Service.

“*Ordinance*” or “*Bond Ordinance*” means this Ordinance No. _____ passed by the Board of Trustees on April 1, 2024 and approved by the Village President on that date.

“*Outstanding*” when used with reference to any bond, means a bond is outstanding and unpaid; provided, however, such term shall not include bonds: (a) which have matured or for which moneys are on deposit with proper paying agents, or are otherwise properly available, sufficient to pay all principal thereof and interest thereon; or (b) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of America, or other obligations unconditionally guaranteed as to timely payment by the United States Treasury or the Federal Deposit Insurance Corporation, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all the principal of, redemption premium, if any, and interest on such bonds, and will not result in the loss of exclusion from gross income of the interest thereon under Section 103 of the Code.

“*Paying Agent*” means the Amalgamated Bank of Chicago, Chicago, Illinois, or a successor thereto designated as bond registrar and paying agent; however, the Paying Agent may be designated in the Bond Order.

“Pledged Taxes” means the taxes on all taxable property in the Village without limitation as to rate or amount, in an amount sufficient to produce the sums necessary to pay the interest on the Bonds as it falls due and to pay and discharge the principal thereof at maturity.

“Proceeds Fund” means the Proceeds Fund created in Section 13 of this Ordinance.

“Project” is defined in the Preambles of this Ordinance.

“Project Account” means the account in the Proceeds Fund established hereunder and further described by Section 13 of this Ordinance.

“Purchase Price” means the price to be paid by the Purchaser for the Bonds as set forth in a Bond Purchase Agreement.

“Purchaser” means the purchaser of the Bonds as defined in the Bond Order.

“Record Date” means close of business on the fifteenth day of the month next preceding each interest payment date which occurs on the first day of any month, and the fifteenth day preceding any interest payment day occasioned by the redemption of the Bonds on other than the first day of a month.

“Representations Letter” means such agreement or agreements by and among the Village, the Bond Registrar, and the Depository as shall be necessary to effectuate a book-entry system for the Bonds, and includes the Blanket Letter of Representations executed by the Village and the Depository.

“Stated Maturity” means, with respect to any Bond, the date specified in such Bond as the fixed date on which the principal of such Bond or such interest is due and payable, whether by maturity or otherwise.

“Tax-Exempt” means, with respect to all or any portion of the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes.

“Term Bonds” means Bonds subject to mandatory redemption as designated in the Bond Order.

“Village” means the Village of Hoffman Estates, Cook County, Illinois.

Definitions also appear in the Preambles hereto or in specific sections, as appear below.

Section 2. Incorporation of Preambles. The Board of Trustees hereby finds that all of the recitals contained in the Preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 3. Authorization. It is hereby found and determined that the Board of Trustees has been authorized by law to borrow the sum of not to exceed \$9,500,000 upon the credit of the Village and as evidence of such indebtedness to issue at this time bonds in the aggregate principal amount not to exceed \$9,500,000 (the “Bonds”) in order to pay the costs of the Project. The Bonds shall be issued pursuant to the Act.

Section 4. General Terms of Bonds. The Bonds shall be issued in an aggregate principal amount not to exceed \$9,500,000 and shall be designated “General Obligation Bonds, Series 2024A.” The terms, conditions and provisions of the Bonds shall be provided in the Bond Order, which shall include a levy of taxes sufficient to timely pay the principal and interest thereon.

The Bonds shall not exceed a par amount of \$9,500,000 and may be issued in one or more series. The Bonds shall bear interest at a rate not to exceed 6.0% per annum and shall mature no later than December 1, 2043. The Bonds shall be sold at a purchase price of not less than 97% of par value.

The Bonds shall be in fully registered form, and may be in book entry form. The Bonds shall be dated as of a date (the “Dated Date”) no earlier than the date of passage of this Ordinance and no later than their initial date of issuance as shall be set forth in the Bond Order; each Bond shall also bear its respective date of authentication; and the Bonds shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar. The Bonds shall be in Authorized Denominations, but no single such bond shall represent principal maturing on more than one date, and shall be numbered 1 and upwards. Each Bond shall bear interest from the later of its Dated Date or from the most recent interest payment date to which interest (computed on the basis of a 360-day year of twelve 30-day months) has been paid or duly provided for, commencing on a date within one year of the Dated Date, as shall be set forth in the Bond Order, and upon regular semiannual intervals thereafter, at the respective rates percent per annum provided, until the principal thereof shall be paid or duly provided for. So long as the Bonds are held in Book Entry Form, interest on each Bond shall be paid to the Depository by check or draft or electronic funds transfer, in lawful money of the United States of America, as may be agreed in the Representations Letter; and if the Bonds are in physical form to registered owners other than the Depository, interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, and mailed to the address of such registered owner as it appears on the Bond Register or at such other address as may be furnished in writing to the Bond Registrar. Amalgamated Bank of Chicago, Chicago Illinois is hereby appointed to serve as Bond Registrar and Paying Agent for the Bonds.

The full faith and credit of the Village are hereby irrevocably pledged to the punctual payment when due on the Bonds, together with the interest and any premium thereon. The Bonds shall be direct and general obligations of the Village, and the Village shall be obligated to levy unlimited *ad valorem* taxes upon all the taxable property in the Village for the payment of the Bonds according to their terms, without limitation as to rate or amount, which levy and taxes are also pledged to the punctual payment, when due, of the Bonds, together with the interest and any premium thereon, to the Bondholders. Moneys derived from the Pledged Taxes and all other moneys deposited or to be deposited into the Bond Fund are pledged as security for the payment of the principal of and interest on the Bonds. This pledge is made pursuant to Section 13 of the Local Government Debt Reform Act and shall be valid and binding from the date of issuance of the Bonds. All such Pledged Taxes and the moneys held in the Bond Fund shall immediately be subject to the lien of such pledge without any physical delivery or further act and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Village irrespective of whether such parties have notice thereof.

Section 5. Global Book-Entry System. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds bearing the same rate of interest. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in such name as may be provided by the Depository (the “Book Entry Owner”) and, accordingly, in Book Entry Form as provided and defined herein. One of the Designated Officials is authorized to execute a Representations Letter or to utilize the provisions of an existing Representations Letter. Without limiting the generality of the authority given with respect to entering into a Representations Letter for the Bonds, it may contain provisions relating to: (a) payment procedures; (b) transfers of the Bonds or of beneficial interests therein; (c) redemption notices and procedures unique to the Depository; (d) additional notices or communications; and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, neither the Village nor the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a “Depository Participant”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, neither the Village nor the Bond Registrar shall have any responsibility or obligation with respect to: (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds; (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as expressly provided in the Representations Letter, of any notice with respect to the Bonds, including any notice of redemption; or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered

owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that: (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein or in the Representations Letter; (b) the agreement among the Village and the Depository evidenced by the Representations Letter shall be terminated for any reason; or (c) the Village determines that it is in the best interests of the Village or of the beneficial owners of the Bonds that they be able to obtain certificated Bonds; the Village shall notify the Depository of the availability of Bond certificates, and such Bonds shall no longer be restricted to being registered in the Bond Register to the Book Entry Owner. The Village may determine at such time that such Bonds shall be registered in the name of and deposited with a successor depository operating a book entry only system, as may be acceptable to the Village, or such depository's agent or designee, but if the Village does not select such successor depository, then such Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

Section 6. Execution; Authentication. The Bonds shall be signed by the manual or duly authorized facsimile signatures of the Village President and the Village Clerk and may have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Bond Registrar, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder.

Section 7. Redemption.

A. *Optional Redemption.* If so provided in the Bond Order, the Bonds shall be subject to redemption, in whole or in part, prior to maturity at the option of the Village from any available moneys, in any order of their maturity as determined by the Village (less than all of the bonds of a single maturity to be selected by the Bond Registrar and within any maturity by lot), on the date of redemption provided in the Bond Order, and on any date thereafter, at such optional redemption prices as may be provided in the Bond Order.

B. *Mandatory Redemption.* If so provided in the Bond Order, any Bonds may be issued as Term Bonds and be subject to mandatory redemption, at a price of par, without premium, plus

accrued interest to the date fixed for redemption, on such date of each year as may be provided in the Bond Order (the “Mandatory Redemption Date”) and in the amounts and subject to such provisions as shall be set forth in the Bond Order. Bonds subject to mandatory redemption shall be deemed to become due on the Mandatory Redemption Dates except for any remainder to be paid at maturity. The Village covenants that it will redeem any Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds and levy taxes accordingly.

The principal amount of Bonds to be mandatorily redeemed on the Mandatory Redemption Date may be reduced through the earlier optional redemption thereof. In addition, on or prior to the 60th day preceding the Mandatory Redemption Date, the Bond Registrar may, and if directed by the Village shall, purchase Bonds required to be retired on the Mandatory Redemption Date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on the Mandatory Redemption Date.

C. *General Redemption Terms.* The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The Village shall, at least 30 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. The Bonds subject to mandatory redemption shall be called by the Bond Registrar for redemption without any further action of the Village. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions thereof to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions thereof selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 8. Redemption Procedures. The Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows:

A. *Mandatory Redemption Procedure.* For a mandatory redemption, the Bond Registrar and Paying Agent shall proceed to redeem Bonds without any further order or direction from the Village whatsoever.

B. *Optional Redemption Procedure.* Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail or e-mailing at least 30 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All notices of redemption shall state:

- (1) the redemption date;
- (2) the redemption price;
- (3) the identification by CUSIP numbers, if applicable, and maturity dates (and, in the case of partial redemption of Bonds within a maturity, the respective principal amounts) of the Bonds to be redeemed;
- (4) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date;
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated corporate trust office of the Paying Agent; and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Paying Agent on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall be given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the Village shall deposit with the Paying

Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions thereof which are to be redeemed on that date.

Subject to the provisions for a conditional optional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions thereof so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions thereof shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion thereof called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion thereof so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 9. Registration of Bonds; Persons Treated as Owners. The Village shall cause books (the "Bond Register") for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the office designated for such purpose of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office designated for such purpose of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the 15 days prior to a principal or interest payment date. The Bond Registrar shall not be required to transfer or exchange any Bond during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate,

date and deliver such Bond; provided, however, the principal amount of Bonds and maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of the Bonds and maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his (her) legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 10. Form of Bond. The Bonds shall be in substantially the following form:

REGISTERED NO.

CUSIP

REGISTERED \$

**UNITED STATES OF AMERICA, STATE OF ILLINOIS, COOK COUNTY
VILLAGE OF HOFFMAN ESTATES
GENERAL OBLIGATION BOND, SERIES 2024A**

Interest Rate: %

Maturity Date:

Dated Date:

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Hoffman Estates, Cook County, Illinois (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the Dated Date identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above on December 1 and June 1 each year, commencing December 1, 2024, until said Principal Amount is paid or duly provided for, except as the hereinafter stated provisions for redemption prior to maturity may be and become applicable hereto. The principal of this Bond is payable in lawful money of the United States of America at the office designated for such purpose of Amalgamated Bank of Chicago, Chicago, Illinois, as paying agent (the "Paying Agent") and bond registrar (the "Bond Registrar"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar, at the close of business on the Record Date for each interest payment date and shall be paid by check or draft of the Paying Agent, payable at the Bond Registrar in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the Village and Cede & Co., as nominee, or successor, for so long as this Bond is held by The Depository Trust Company, New York, New York, the depository, or nominee, in book entry only form as provided for same. Record Date means the close of business on the fifteenth day of the month next preceding an interest payment date which occurs on the first day of any month, and the fifteenth day preceding any interest payment day occasioned by the redemption of the Bonds on other than the first day of a month.

The Bonds shall be direct and general obligations of the Village. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the Village are hereby irrevocably pledged.

[Mandatory redemption and optional redemption provisions, as applicable, to be inserted here.]

[Notice of any optional redemption shall be sent by first class mail or e-mail not less than 30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the Village maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.]

This Bond is one of the Bonds issued by the Village to pay for the costs of the Project, all as authorized pursuant to the provisions of Illinois law, including, specifically, the Illinois Municipal Code, as amended, the Local Government Debt Reform Act, as amended, the Omnibus Bond Acts, and as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970, and under Ordinance No. _____, duly passed by the Board of Trustees on April 1, 2024 authorizing the Bonds, as supplemented by a Bond Order dated _____, 2024 executed by the Village President (collectively, the "Bond Ordinance").

This Bond is subject to provisions relating to registration, transfer and exchange; and such other terms and provisions relating to security and payment as are set forth in the Bond Ordinance, to which reference is hereby

expressly made, and to all the terms of which the Registered Owner hereof is hereby notified and shall be subject. Reference is hereby expressly made to the Bond Ordinance for further definitions and terms and to all the provisions of which the Registered Owner by the acceptance of this Bond assents.

The Bonds are secured by the general obligation of the Village for the payment of which the Village in the Bond Ordinance has pledged its full faith and credit and levied *ad valorem* taxes, unlimited as to rate or amount, upon all taxable property within the Village sufficient to pay the principal and interest thereon. The Village reserves the right to issue obligations on a parity basis with the Bonds.

The Bonds shall initially be issued in a Global Book Entry System (as provided in the Bond Ordinance). The provisions of this Bond and of the Bond Ordinance are subject in all respects to the provisions of the Representations Letter between the Village and The Depository Trust Company, or any substitute agreement, affecting such Global Book-Entry System.

The Village and the Bond Registrar may deem and treat the person in whose name any Bond shall be registered in the Bond Register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of or on account of the principal of or interest thereon, and for all other purposes whatsoever; all such payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid; and neither the Village nor the Bond Registrar shall not be affected by any notice to the contrary.

[The Village has designated the Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986.]

It is hereby certified and recited that all acts, conditions, and things required by law to exist or to be done precedent to or in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the Village including the issuance of the Bonds of which this is one, does not exceed any limitation imposed by law, and that provision has been made for the collection of a direct annual tax to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF, the Village of Hoffman Estates, Cook County, Illinois, by its Board of Trustees, has caused this Bond to be signed by the duly authorized manual or facsimile signatures of the Village President and the Village Clerk, all as appearing hereon and as of the Dated Date as identified above.

Village President

Village Clerk

Date of Authentication:

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar
and Paying Agent: Amalgamated Bank of Chicago
Chicago, Illinois

This Bond is one of the bonds issued in the within mentioned Bond Ordinance.

By _____
Authorized Signatory

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Village or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede &Co., has an interest herein.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address and Social Security or other identifying number of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature of Assignee

Signature guaranteed: _____

NOTICE: The signature to this assignment and transfer must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 11. Sale of Bonds. The Assistant Village Treasurer is hereby authorized to proceed, without any further authorization or direction from the Board of Trustees, to sell and deliver the Bonds to the Purchaser as herein provided at not less than the Purchase Price as shall be set forth in the Bond Order relating to same. The Purchaser is authorized to pay all or a portion of the cost of issuance of the Bonds and receive a credit against the Purchase Price of the Bonds therefor. Upon the sale of the Bonds, any of the Designated Officials are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the Bond Purchase Agreement and closing documents including such certification and documentation as may be required by bond counsel approving the Bonds, including, specifically, a tax compliance certificate, to render their opinion as to the Tax-Exempt status of the interest on any Bond pursuant to the Code. It is hereby found that no person holding any office of the Village, either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the sale of the Bonds.

A bond purchase agreement for the sale of each series of Bonds to the Purchaser (the “Bond Purchase Agreement”) substantially in the form as approved for execution by the Village Attorney, is hereby in all respects authorized and approved. A Designated Official signing the Bond Purchase Agreement is hereby authorized to execute the same, and execution shall constitute full and complete approval of all necessary or appropriate completions and revisions as shall appear therein. Upon the sale of each series of Bonds, a Designated Official shall execute the Bond Order which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the Village and made available to the Board of Trustees at the next public meeting thereof.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the “Official Statement”) is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Village are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Bond Purchase Agreement, this Ordinance, the Bond Order, the Preliminary Official Statement, the Official Statement and the Bonds. The Village President or the Village Clerk are hereby each authorized to designate the Official Statement as “final” for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

Section 12. Security; Tax Levy, Bond Fund and Abatement. The Bonds are a general obligation of the Village, for which the full faith and credit of the Village are irrevocably pledged, and are payable from the levy of the taxes on all of the taxable property in the Village, without limitation as to rate or amount (but not to exceed \$1,100,000 in any tax year), in an amount

sufficient to produce the sums necessary to pay the interest on the Bonds as it falls due and to pay and discharge the principal thereof at maturity (the “Pledged Taxes”). For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all the taxable property within the Village, in the years for which any of the Bonds are Outstanding, a direct annual tax sufficient for that purpose. The Village President is hereby directed to file with the County Clerk as part of the Bond Order, a levy of taxes upon all taxable property in the Village in addition to all other taxes, a direct annual tax in an amount sufficient to produce the sums necessary to pay the interest on the Bonds as it falls due and to pay and discharge the principal thereof at maturity. It shall be the duty of the County Clerk to ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the Village in connection with other taxes levied in said year for general and special purposes, in order to raise the respective amounts as provided in the Bond Order and in said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general and special purposes of the Village, and when collected, the Pledged Taxes hereby levied shall be placed to the credit of a special fund to be designated “Series 2024A Bond Fund,” which funds are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal and interest on the Bonds.

Principal or interest coming due at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the Village, and the fund from which such payment was made shall be reimbursed from the Pledged Taxes when the same shall be collected.

The Village covenants and agrees with the purchasers and the holders of the Bonds that so long as the Bonds remains Outstanding, except as herein otherwise specifically provided, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the appropriate Bond Fund. To the extent that the Village has funds available on March 1, 2024, and on the 1st day of each March thereafter (or on the last day provided for a levy of a tax for principal and interest on bonds, as currently established in 30 ILCS 350/16), to timely pay the principal and interest on the Bonds on the ensuing June 1 and December 1, the Assistant Village Treasurer or the Village Manager are each hereby authorized to fully or partially abate the tax levy for any series of Bonds by filing a certificate of abatement with the County Clerk.

Section 13. Creation of Proceeds Funds; Appropriation. The Proceeds Fund is hereby created for the Bonds which shall consist of the Expense Account and the Project Account. Bond proceeds and other funds of the Village as noted are hereby appropriated and shall be deposited for use as follows:

A. Accrued interest, if any, on the Bonds shall be used to pay the first interest due on the Bonds and to such end are hereby appropriated for such purpose and ordered to be deposited into the Bond Fund.

B. The amount necessary from the proceeds of the Bonds is hereby appropriated for and shall be used to pay costs of issuance of the Bonds; and shall be deposited into a separate account, hereby created, designated as the Expense Account. Any disbursement from such account shall be made from time to time as necessary. Any excess in the Expense Account shall be deposited into the appropriate Bond Fund after 30 days from the date of issuance of the Bonds. At the time of issuance of the Bonds, the costs of issuance may, at the request of the Village, be paid by the Purchaser on behalf of the Village from the proceeds of the Bonds.

C. The amount necessary from the proceeds of the Bonds, and such additional amounts as may be necessary from the general funds of the Village, are hereby appropriated for, shall be used to pay for the costs of the Project, and shall be deposited into the Project Account.

Section 14. Defeasance of the Bonds. Bonds which are no longer Outstanding Bonds shall cease to have any lien on or right to receive or be paid from the Pledged Taxes and shall no longer have the benefits of any covenant for the registered owners of Outstanding Bonds as set forth herein as such relates to lien and security for the Bonds in the Pledged Taxes. Bonds may be defeased pursuant to the provisions of the Local Government Defeasance of Debt Law (50 ILCS 415/0.01, *et seq.*).

Section 15. General Tax Covenants. The Village hereby covenants that it will not take any action, omit to take any action, or permit the taking or omission of any action, within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting, or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the IRS of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such examination.

The Village also agrees and covenants with the Purchaser and holders of the Bonds from time to time Outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the Tax-Exempt status of the Bonds.

The Board of Trustees hereby authorizes the Designated Officials to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be Tax-Exempt. In furtherance therewith, the Village and the Board of Trustees further agree: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by the Designated Officials, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 16. Not Private Activity Bonds. None of the Bonds is a “private activity bond” as defined in Section 141(a) of the Code. In support of such conclusion, the Village certifies, represents and covenants as follows:

A. None of the proceeds of the Bonds were or are to be used, directly or indirectly, in any trade or business carried on by any person other than a state or local governmental unit.

B. No direct or indirect payments were or are to be made on the Bonds with respect to any private business use by any person other than a state or local governmental unit other than generally as a rate payer.

C. None of the proceeds of the Bonds were or are to be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

D. No user of the Project, other than the Village, did or will use the same on any basis other than the same basis as the general public; and no person will be a user as a result of (1) ownership, (2) actual or beneficial use pursuant to a lease, a management or incentive payment contract, or (3) any other arrangement.

Section 17. Continuing Disclosure Undertaking. The Designated Officials are each hereby authorized, empowered and directed to execute and deliver a continuing disclosure undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the “Continuing Disclosure Undertaking”). When such Continuing Disclosure Undertaking is executed and

delivered on behalf of the Village, it will be binding on the Village and the officers, agents, and employees of the Village, and the same are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed. Notwithstanding any other provisions of this Ordinance, the sole remedies for failure to comply with such Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 18. Qualified Tax-Exempt Obligations. If provided in the Bond Order, the Village may designate the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b) of the Code.

Section 19. Noncompliance with Tax Covenants. Notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance and other documents executed by the Village which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law need not be complied with if the Village receives an opinion of nationally recognized bond counsel that any such provision is unnecessary to preserve the exemption from federal taxation.

Section 20. Registered Form. The Village recognizes that Section 149(j) of the Code, as amended, requires the Bonds to be issued and to remain in fully registered form in order that interest thereon not be includable in gross income for federal income tax purposes under laws in force at the time the Bonds are delivered. The Village will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 21. Reimbursement. None of the proceeds of the Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the Village prior to the date hereof, except as permitted by Treasury Regulations Section 1.150-2.

Section 22. Ordinance to Constitute a Contract. The provisions of this Ordinance shall constitute a contract between the Village and the registered owners of the Bonds. Any pledge made in this Ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Village shall be for the equal benefit, protection and security of the owners of the Bonds. Each of the Bonds, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Ordinance. This Ordinance shall constitute full authority for the issuance of the Bonds.

Section 23. Amendments of and Supplements to the Ordinance.

A. *Without Consent of Bondholders.* The Village may amend or supplement this Ordinance or the Bonds without notice to or consent of any Bondholder:

- (1) to cure any ambiguity, inconsistency or formal defect or omission;
- (2) to grant for the benefit of the Bondholders additional rights, remedies, powers or authority;
- (3) to provide for additional collateral for the Bonds or to add other agreements of the Village;
- (4) to modify this Ordinance or the Bonds to permit qualifications under the Trust Indenture Act of 1939 or any similar Federal statute at the time in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States; or
- (5) to make any change (including, but not limited to, a change to reflect any amendment to the Code or interpretations by the IRS of the Code) that does not materially adversely affect the rights of any Bondholder.

B. *With Consent of Bondholders.* If an amendment of or supplement to this Ordinance or the Bonds without any consent of Bondholders is not permitted by the preceding paragraph, the Village may enter into such amendment or supplement upon not less than 30 days, notice to Bondholders and with the consent of the holders of at least a majority in principal amount of the Outstanding Bonds. However, without the consent of each Bondholder affected, no amendment or supplement may:

- (1) extend the maturity of the principal of, or interest on, any Bond;
- (2) reduce the principal amount of, or rate of interest on, any Bond;
- (3) affect a privilege or priority of any Bond over any other Bond;
- (4) reduce the percentage of the principal amount of the Bonds required for consent to such amendment or supplement;
- (5) impair the exclusion of interest on the Bonds from the federal gross income of the owner of any Bond; or
- (6) eliminate any mandatory redemption of the Bonds or call for mandatory redemption or reduce the redemption price of such Bonds.

C. *Effect of Consents.* After an amendment or supplement becomes effective, it will bind every Bondholder. For purposes of determining the total number of Bondholders' consents, each Bondholder's consent will be effective with respect to the Bondholder who consented to it and each subsequent holder of a Bond or portion of a Bond evidencing the same debt as the consenting holder's Bond.

D. *Notation on or Exchange of Bonds.* If an amendment or supplement changes the terms of the Bond, the Village may require the holder to deliver it to the Bond Registrar. The Bond Registrar may place an appropriate notation on the Bond about the changed terms and return it to the holder. Alternatively, if the Bond Registrar and the Village determine, the Village in exchange for the Bond will issue and the Bond Registrar will authenticate a new Bond that reflects the changed terms.

Section 24. Immunity of Officers and Employees of the Village. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Ordinance contained against any past, present or future elected or appointed officer, director, member, employee or agent of the Village, or of any successor public corporation, as such, either directly or through the Village or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected or appointed officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the passage of this Ordinance and the issuance of such Bonds.

Section 25. Home Rule Authority. This Ordinance is prepared in accordance with the powers of the Village as a home rule unit under Article VII of the 1970 Illinois Constitution.

Section 26. Approval of Financing Participants. The selection and retention of (i) Louis F. Cainkar, Ltd., to serve as Bond Counsel and Disclosure Counsel, (ii) Arthur Janura, to serve as Issuer's Counsel, (iii) Speer Financial, Inc., to serve as Municipal Financial Consultant, and (iv) all other participants required to sell the Bonds, including, but not limited to, paying agent, bond registrar, municipal advisor, rating agency, printers, and security services, all in connection with the issuance of the Bonds, is hereby ratified, confirmed and approved. The Village President is hereby authorized to execute agreements with all of the financing participants on behalf of the Village.

Section 27. Supplemental Documents. The Designated Officials are hereby authorized to execute or attest such documents as necessary to carry out the intent of this Ordinance, the execution of such documents to constitute conclusive evidence of their approval and approval hereunder.

Section 28. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 29. Repealer and Effective Date. All resolutions, ordinances, orders or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its passage.

PASSED by the Village President and Board of Trustees of the Village of Hoffman Estates, Cook County, Illinois on April 1, 2024, by the following roll call vote:

	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills				
Trustee Anna Newell				
Trustee Gary J. Pilafas				
Trustee Gary G. Stanton				
Trustee Karen J. Arnet				
Trustee Patrick Kinnane				
Village President William D. McLeod				

APPROVED:

William D. McLeod, Village President

ATTEST:

Bev Romanoff, Village Clerk

**ACOMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: **A. Request authorization to renew the Microsoft Enterprise Licensing Agreement for the Village, negotiated through DELL LLC., (Microsoft Large Account Reseller Statewide Master Contract #C000000765005) for a period of three years at a total cost of \$531,116.82 with annual payments of \$177,038.94 made in 2024, 2025 and 2026.**

B. Request authorization to renew Now Arena’s Microsoft Enterprise Licensing Agreement negotiated through DELL LLC., (Microsoft Large Account Reseller Statewide Master Contract #C000000765005) for a period of three years at a total cost of \$41,572.80 with annual payments of \$13,857.60 made in 2024, 2025 and 2026.

MEETING DATE: **March 25, 2024**

COMMITTEE: **Finance Committee**

FROM: **Justin Roach, IT Manager
Jon Pape, Assistant Village Manager**

PURPOSE: To renew the Microsoft Enterprise Licensing Agreement negotiated through DELL LLC for the Village and Now Arena.

BACKGROUND: The Village first entered into a Microsoft Enterprise Licensing Agreement in 2006. This agreement provides the licensing for all of the Village’s enrolled desktop, laptop and server Operating Systems, access to Microsoft Office Suite products, a core set of Client Access Licenses (CALs), SQL databases, and Office 365 applications.

DISCUSSION: This request renews the Village’s license agreements for Office 365 applications and the Server-based Operating Systems. This renewal is for a three-year period and covers both the Village and Now Arena Microsoft systems and software needs. The new contract represents user expansion by 60 seats to accommodate access to additional employees for growing technology needs and a change in licensing levels based on user needs. The licensing includes 40 seats of E1 O365 licensing to cover employees who need only basic email access, 420 standard licensed users of G3 O365 to be assigned to most Village users and 30 G5 O365 licenses with expanded features for power users. The Village has also elected to add on Defender P1 and EMS licenses for all users which includes additional security enhancements and identity management.

FINANCIAL IMPACT: Funding for the Microsoft Enterprise Agreement has been allocated annually. The Information Technology Department's 2024 budget includes a total of \$180,000.00 earmarked for this expense. Now Arena's budget includes funds for the corresponding Now Arena licenses.

RECOMMENDATION:

A. To renew the Microsoft Enterprise Licensing Agreement negotiated through DELL LLC., (Microsoft Large Account Reseller Statewide Master Contract #C000000765005) for a period of three years at a total cost of \$531,116.82 with annual payments of \$177,038.94 made in 2024, 2025 and 2026.

B. To renew the Microsoft Enterprise Licensing Agreement negotiated through Dell LLC. (Microsoft Large Account Reseller Statewide Master Contract #C000000765005) for a period of three years at a total cost of \$41,572.80 with annual payments made in 2024, 2025 and 2026.



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Quote No.	3000173489328.1	Sales Rep	Phillip Reavis
Total	\$177,038.94	Phone	(800) 456-3355, 80000
Customer #	101908533	Email	Phillip.Reavis@Dell.com
Quoted On	Mar. 12, 2024	Billing To	DAREK RASZKA
Expires by	Mar. 31, 2024		VILLAGE OF HOFFMAN ESTATES
	Illinois Dept. of Innovation and Technology - MS		1900 HASSELL RD
Contract Name	Licensing Solutions Provider (LSP)		HOFFMAN ESTATES, IL 60169-6302
Contract Code	C000000765005		
Customer Agreement #	CMT1176800		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Phillip Reavis

Shipping Group

Shipping To	Shipping Method
DAREK RASZKA VILLAGE OF HOFFMAN ESTATES 1900 HASSELL RD HOFFMAN ESTATES, IL 60169-6308 (847) 781-4875	Standard Delivery

Product	Unit Price	Quantity	Subtotal
VLA ENTERPRISE ENT MOBANDSEC E3 GCC SHARED ALNG MONTHLYSUB ADDON TO USR CR CAL	\$97.12	460	\$44,675.20
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC	\$18.90	104	\$1,965.60
VLA ENTERPRISE SQL CAL DEVICE CAL SA ALL LANGUAGES	\$36.22	60	\$2,173.20
VLA ENTERPRISE WIN SVR DC CORE ALNG SA MVL 2LIC CORELIC	\$119.67	8	\$957.36

VLA ENTERPRISE O365GOVE5 SHRDSVR ALNG SUBSVL MVL	\$383.86	30	\$11,515.80
VLA ENTERPRISE SQL SERVER STD SA ALL LANGUAGES	\$152.74	1	\$152.74
VLA ENTERPRISE MOBILE SEC E5 ALNG SHRSVL MVL PER USR SUBS	\$164.48	30	\$4,934.40
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG	\$232.32	420	\$97,574.40
VLA ENTERPRISE O365 EXCHG ATP FORGOV SHRDSVR ALNG SUBSVL MVL PERUSR	\$17.19	460	\$7,907.40
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT GCC SUB	\$0.00	460	\$0.00
VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR PERUSER MONTHLY SUBLIC ALL LANGS	\$93.06	40	\$3,722.40
VLA ENTERPRISE SQL SERVER ENT WIN32 SOFTWARE ASSURANCE ALL LANGUAGES	\$1,460.44	1	\$1,460.44

Subtotal:	\$177,038.94
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$177,038.94
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total: \$177,038.94

License Subtotal for Commitment Term: \$0.00
*Excludes Taxes

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Shipping Group Details

Shipping To

DAREK RASZKA
 VILLAGE OF HOFFMAN ESTATES
 1900 HASSELL RD
 HOFFMAN ESTATES, IL 60169-6308
 (847) 781-4875

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
VLA ENTERPRISE ENT MOBANDSEC E3 GCC SHARED ALNG MONTHLYSUB ADDON TO USR CR CAL	\$97.12	460	\$44,675.20
Contract # C000000765005 Customer Agreement # CMT1176800			

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE ENT MOBANDSEC E3 GCC SHARED ALNG MONTHLYSUB ADDON TO USR CR CAL	AC949321	-	460	-

	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC	\$18.90	104	\$1,965.60
Contract # C000000765005 Customer Agreement # CMT1176800			

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC	AC949319	-	104	-

	Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL CAL DEVICE CAL SA ALL LANGUAGES	\$36.22	60	\$2,173.20
Contract # C000000765005 Customer Agreement # CMT1176800			

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL CAL DEVICE CAL SA ALL LANGUAGES	AC949315	-	60	-

	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WIN SVR DC CORE ALNG SA MVL 2LIC CORELIC	\$119.67	8	\$957.36
Contract # C000000765005 Customer Agreement # CMT1176800			

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WIN SVR DC CORE ALNG SA MVL 2LIC CORELIC	AC949318	-	8	-

	Unit Price	Quantity	Subtotal
VLA ENTERPRISE O365GOVE5 SHRDSVR ALNG SUBSVL MVL	\$383.86	30	\$11,515.80
Contract # C000000765005 Customer Agreement # CMT1176800			

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE O365GOVE5 SHRDSVR ALNG SUBSVL MVL	AC949320	-	30	-

	Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL SERVER STD SA ALL LANGUAGES	\$152.74	1	\$152.74
Contract # C000000765005 Customer Agreement # CMT1176800			

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL SERVER STD SA ALL LANGUAGES	AC949317	-	1	-

	Unit Price	Quantity	Subtotal
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VLA ENTERPRISE MOBILE SEC E5 ALNG SHRSVL MVL PER USR SUBS \$164.48 30 \$4,934.40

Contract # C000000765005
Customer Agreement # CMT1176800

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE MOBILE SEC E5 ALNG SHRSVL MVL PER USR SUBS	AC949322	-	30	-

Unit Price	Quantity	Subtotal
\$232.32	420	\$97,574.40

VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG

Contract # C000000765005
Customer Agreement # CMT1176800

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG	AC949324	-	420	-

Unit Price	Quantity	Subtotal
\$17.19	460	\$7,907.40

VLA ENTERPRISE O365 EXCHG ATP FORGOV SHRDSVR ALNG SUBSVL MVL PERUSR

Contract # C000000765005
Customer Agreement # CMT1176800

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE O365 EXCHG ATP FORGOV SHRDSVR ALNG SUBSVL MVL PERUSR	AC949325	-	460	-

Unit Price	Quantity	Subtotal
\$0.00	460	\$0.00

VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT GCC SUB

Contract # C000000765005
Customer Agreement # CMT1176800

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT GCC SUB	AC949342	-	460	-

Unit Price	Quantity	Subtotal
\$93.06	40	\$3,722.40

VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR PERUSER MONTHLY SUBLIC ALL LANGS

Contract # C000000765005
Customer Agreement # CMT1176800

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR PERUSER MONTHLY SUBLIC ALL LANGS	AC949323	-	40	-

Unit Price	Quantity	Subtotal
\$1,460.44	1	\$1,460.44

VLA ENTERPRISE SQL SERVER ENT WIN32 SOFTWARE ASSURANCE ALL LANGUAGES

Contract # C000000765005
Customer Agreement # CMT1176800

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL SERVER ENT WIN32 SOFTWARE ASSURANCE ALL LANGUAGES	AC949316	-	1	-

Subtotal:	\$177,038.94
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00

Total: \$177,038.94

Important Notes

Terms of Sale

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

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

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

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

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

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

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

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

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

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



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Quote No.	3000173480670.1	Sales Rep	Phillip Reavis
Total	\$13,857.60	Phone	(800) 456-3355, 80000
Customer #	101908533	Email	Phillip.Reavis@Dell.com
Quoted On	Mar. 12, 2024	Billing To	DAREK RASZKA
Expires by	Mar. 31, 2024		VILLAGE OF HOFFMAN ESTATES
	Illinois Dept. of Innovation and Technology - MS		1900 HASSELL RD
Contract Name	Licensing Solutions Provider (LSP)		HOFFMAN ESTATES, IL 60169-6302
Contract Code	C000000765005		
Customer Agreement #	CMT1176800		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Phillip Reavis

Shipping Group

Shipping To	Shipping Method
DAREK RASZKA VILLAGE OF HOFFMAN ESTATES 1900 HASSELL RD HOFFMAN ESTATES, IL 60169-6308 (847) 781-4875	Standard Delivery

Product	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 DEFENDER O365 P1 SUB PER USER	\$17.19	40	\$687.60
VLA ENTERPRISE OFFICE365 PE3 SHARED SERVER SUBLIC PER USER ALL LANG	\$232.32	40	\$9,292.80
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT SUB ADDON	\$0.00	40	\$0.00
VLA ENTERPRISE ENT MOBILITY SUITE FULL SHRDSVR PER USER SUBLIC ALL LNG	\$96.93	40	\$3,877.20

Subtotal:	\$13,857.60
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$13,857.60
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total: \$13,857.60

License Subtotal for Commitment Term: \$0.00

*Excludes Taxes

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Shipping Group Details

Shipping To

DAREK RASZKA
 VILLAGE OF HOFFMAN ESTATES
 1900 HASSELL RD
 HOFFMAN ESTATES, IL 60169-6308
 (847) 781-4875

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 DEFENDER O365 P1 SUB PER USER	\$17.19	40	\$687.60
Contract # C000000765005 Customer Agreement # CMT1176800			

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 DEFENDER O365 P1 SUB PER USER	AC949328	-	40	-

	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 PE3 SHARED SERVER SUBLIC PER USER ALL LANG	\$232.32	40	\$9,292.80
Contract # C000000765005 Customer Agreement # CMT1176800			

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 PE3 SHARED SERVER SUBLIC PER USER ALL LANG	AC949327	-	40	-

	Unit Price	Quantity	Subtotal
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT SUB ADDON	\$0.00	40	\$0.00
Contract # C000000765005 Customer Agreement # CMT1176800			

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT SUB ADDON	AC949343	-	40	-

	Unit Price	Quantity	Subtotal
VLA ENTERPRISE ENT MOBILITY SUITE FULL SHRDSVR PER USER SUBLIC ALL LNG	\$96.93	40	\$3,877.20
Contract # C000000765005 Customer Agreement # CMT1176800			

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE ENT MOBILITY SUITE FULL SHRDSVR PER USER SUBLIC ALL LNG	AC949326	-	40	-

Subtotal:	\$13,857.60
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$13,857.60

Important Notes

Terms of Sale

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

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

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

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

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

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

Proposal ID

2644476.009

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	530	530	1.0	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
Office 365 Plan E3 USL	40
O365 G5 GCC	30
O365 G1 GCC	40
O365 G3 GCC	420
Enterprise Mobility and Security (EMS)	
Enterprise Mobility and Security USL	500
Enterprise Mobility and Security G5 USL	30

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	490	530	530	0

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D

Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D
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Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	



Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	6658830		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate’s termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

- Enrolled Affiliate only
- Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Village of Hoffman Estates

Contact name: First* Darek **Middle** **Last*** Raszka

Contact email address* darek.raszka@hoffmanestates.org

Street address* 1900 Hassell Road

City* Hoffman Estates

State* IL

Postal code* 60169-6302

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* US

Phone* 847-882-9100

Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* **Middle** **Last***

Contact email address*

Street address*

City*

State*

Postal code* -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* **Middle** **Last***

Contact email address*

Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.

Street address (PO boxes will not be accepted)* One Dell Way

City* Round Rock

State* TX

Postal code* 78682

Country* United States

Contact name* Government Contract Admin

Phone* 847-465-3700

Contact email address* US_MS_VL_Admin@Dell.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<p>Signature* _____</p> <p>Printed name*</p> <p>Printed title*</p> <p>Date*</p>

** indicates required fields*

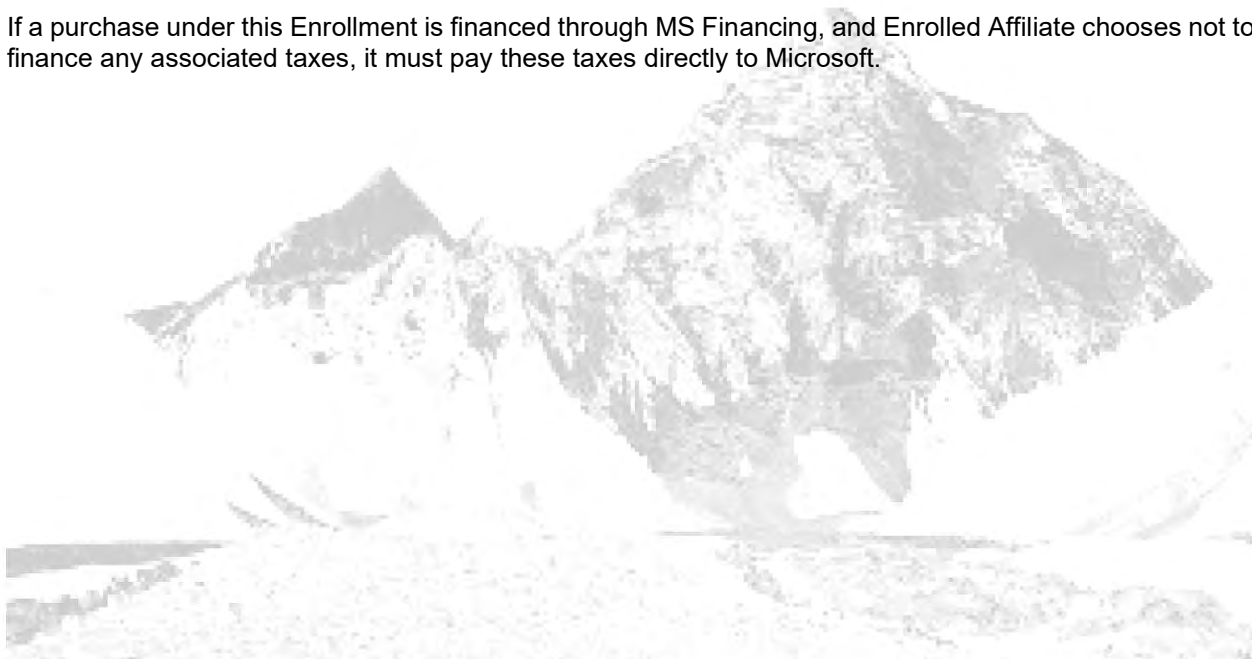
Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

1. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



Amendment to Contract Documents

Enrollment Number

5-0000011181483

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-32907	EMS G3 GCC ALng Sub Per User	0	460
AAA-10732	EMS E3 ALng Sub Per User	0	40
MQY-00001	EMS G5 GCC Sub Per User	0	30
U4S-00002	O365 G1 GCC Sub Per User	0	40
AAA-11894	O365 G3 GCC Sub Per User	0	420
T2N-00001	O365 G5 GCC Sub Per User	0	30
3GU-00001	Defender O365 P1 GCC Sub Per User	0	460
NYG-00001	Teams AC with Dial Out US/CA Sub Add-on	0	40
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	460
KF5-00002	Defender O365 P1 Sub Per User	0	40
AAA-10842	O365 E3 Sub Per User	0	40



Enterprise Enrollment Multi-Tenant Enrollment Amendment M130

1. Definitions.

- a. "Lead Enrollment" means the Enrollment number listed at the top of this Amendment.
- b. "Tenant" means the environment established by Microsoft on its multi-tenant servers from which Online Services are hosted for Enrolled Affiliate's Enterprise.
- c. More information about Tenants may be found in the applicable Services Descriptions posted to the following or a successor site Microsoft identifies: <http://technet.microsoft.com/en-us/library/jj819284.aspx>
- d. "Tenant Administrator" means any licensed user of a Tenant that has their role set to "Global Administrator" in their profile settings in the Tenant User Administration page of the tenant portal. A Tenant can have multiple users configured as "Global Administrator" and in this case there is no differentiation of technical capabilities between them, they are each Tenant Administrators for that Tenant and can perform their technical functions unilaterally. The login credentials must be unique across the entire global system for each user, including but not limited to, users that are configured as Tenant Administrators. Each Tenant will require Tenant Administrator(s).

2. Tenant Enrollment terms.

- a. Customer Data in each Tenant is logically isolated from Customer Data in other Tenants, and each Tenant is managed separately by Tenant Administrator(s) using entirely different login credentials. Two Tenants may not share Tenant Administrator(s) with the same login credentials or share data objects such as address lists or SharePoint Online sites.
- b. To enable multiple Tenants for Online Services Plans, as identified in the Product Terms, Enrolled Affiliate can request assignment of an enrollment number ("Tenant Enrollment") for each Affiliate (or a department or division thereof), or subset of Affiliates, included in its Enterprise, or a department or division of Enrolled Affiliate, that require separate Tenants ("Tenant Affiliate"). Tenant Enrollments may only be established for Affiliates (or a department or division thereof) included in the Enrolled Affiliate's Enterprise in the "Enrolled Affiliate's Enterprise" section of the Enrollment or for a department or division of Enrolled Affiliate.
- c. To facilitate Tenant Enrollments for Tenant Affiliates, the parties agree that an enrollment number will be assigned for each Tenant Affiliate listed in the Tenant Information Excel Form attached as an Appendix to this Amendment. Enrolled Affiliate hereby accepts the terms and conditions of the Lead Enrollment on behalf of each Tenant Affiliate. Enrolled Affiliates represents and warrants that it has the right, power, and authority to accept on behalf of Tenant Affiliate.
- d. Notwithstanding that the Tenant Affiliates listed in the Tenant Information Excel Form attached as an Appendix will appear as Enrolled Affiliates in Microsoft's Volume Licensing Servicing Center ("VLSC"), Enrolled Affiliate acknowledges and agrees that it is the sole Enrolled Affiliate, and sole Licensee, with respect to each Tenant Enrollment, and Enrolled Affiliate will be solely responsible for each Tenant Enrollment's compliance with the terms and conditions of the Lead Enrollment and the associated Enterprise Agreement.
- e. Price level under each Tenant Enrollment will be the same level that is reflected on the Product Selection Form and is based upon the aggregate of License and Software Assurance

quantity of the Lead Enrollment and each Tenant Enrollment as described in the Product Selection Form or as described in other agreement documents.

- f. The effective date, term, anniversary dates and payment dates for each Tenant Enrollment shall coincide with the Lead Enrollment identified above.
- g. All Product Licenses that are not covered in the scope of the Online Services must be purchased under the Lead Enrollment, including Enterprise Products and Additional Products.
- h. Enrolled Affiliate must submit an annual order (EAS Enrollments) or annual True Up order (EA Enrollments) for each Tenant Enrollment as per the terms of the Lead Enrollment and (if applicable) the submission of an Update Statement under each Tenant Enrollment. The initial order and all subsequent orders will be submitted separately for each respective Tenant Enrollment. For any included Affiliate that remains licensed with on-premise Licenses and does not require a separate Tenant Enrollment, orders must be placed under the Lead Enrollment.
- i. Tenant Enrollment is exempt from the minimum order requirement in section 2.a of the Lead Enrollment.
- j. If the Enrolled Affiliate is Transitioning Licenses (as contemplated in the Lead Enrollment), Licenses from which the Enrolled Affiliate is Transitioning will be reduced from the Lead Enrollment identified above and the Licenses to which the Enrolled Affiliate is Transitioning will be ordered under the specific Tenant Enrollment(s).
- k. Each Tenant Enrollment may be managed separately in VLSC (or a successor site) by the individuals whose names and contact information are identified in Tenant Information Excel Form attached as an Appendix to the Amendment, or by other individuals to whom each Tenant Affiliate may delegate such management responsibilities, to the same extent as if such Tenant Affiliate had enrolled separately as an Enrolled Affiliate under the Enterprise Agreement pursuant to its own Enrollment.
- l. Enrollment acceptance and order reminders will be sent to contact(s) identified on the Lead Enrollment only.

3. Technical considerations for multi-Tenant deployment.

Each Tenant Affiliate will be assigned a separate Tenant, provided that it complies with the terms and conditions of this Amendment.

Each Tenant Affiliate will manage its Tenant separately in the administrator console. This will permit and require each Tenant Affiliate to be managed and operated independently of the other.

Due to the independent nature of each Affiliate Tenant from the other, there will be a number of technical boundaries associated with managing or using the tenants together, including but not limited to those in the following list:

- a. No ability to provide consolidated administrative reporting or control across Tenants, no automated ability to move users between Tenants. For example, if a user moves from one Tenant Affiliate to another, this will require Tenant Administrators to manually create new User accounts, download mail to PST files and import, and delete old user.
- b. No consolidated Global Address List for all Tenants.
- c. No ability for a single individual with the same Tenant Administrator login credentials to manage more than one Tenant. However, it is possible for a single person to have unique login credentials for each tenant as long as they track their own login credentials.
- d. No ability to share domain names across Tenants, no ability to share SIP domains (each Tenant will have a separate Skype for Business Online SIP domain).
- e. Separate Licenses required if users in one Tenant need to access SharePoint Online in another Tenant, no master SharePoint content index combining all Tenants (each Tenant's index will be restricted to that Tenant).

- f. Additional on-premise configuration required for directory synchronization; some scenarios may not be possible. Affiliate is advised to consult with technical specialists prior to signing this Amendment to determine if their proposed configuration will work.

4. Contact Information for Tenant Enrollment

- a. Primary Contact. For purposes of delineating enrollments, Tenant Enrollments will be delineated uniquely in the enrollment details to be displayed on VLSC with the following format “Tenant-Lead Enrollment number-Tenant Affiliate Name”. This name must be provided in the Tenant Information Excel Form attached as an Appendix for this Amendment under Tenant Affiliate Name. The individual contact identified as Primary contact will be the same individual with the same physical address across all Tenant Enrollments as identified on the Lead Enrollment.
- b. For each Tenant Enrollment, an Online Services Manager must be provided in the Tenant Information Excel Form attached as an Appendix to this Amendment.
- c. Microsoft may, from time to time, contact the Online Services Manager regarding the Tenant(s).
- d. Warning: If the Online service Manager Contact is a third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and its Affiliates.

This Amendment must be attached to a signature form and accompanied by the *Tenant Information – Excel Form* to be valid. The Number of tenant(s) listed in the *Tenant Information – Excel Form* file is: 1.

**Appendix
Tenant Information – Excel Form attached**

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B
(M130)EnrAmend(MultiTenantEnrollment)(WW)(ENG)(Sep2022).docx		M130	PLSS



Program Signature Form

MBA/MBSA number		5-0000011181483
Agreement number	8979360	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Enterprise Enrollment	X20-10636
Product Selection Form	2644476.009 (New)
Amendment	M97 (New)
Amendment	M130 (New)
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<p>Name of Entity (must be legal entity name)* Village of Hoffman Estates</p> <p>Signature* _____</p> <p>Printed First and Last Name* _____</p> <p>Printed Title _____</p> <p>Signature Date* _____</p>
<p>Tax ID _____</p>

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature _____	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature* _____	
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature* _____	
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA



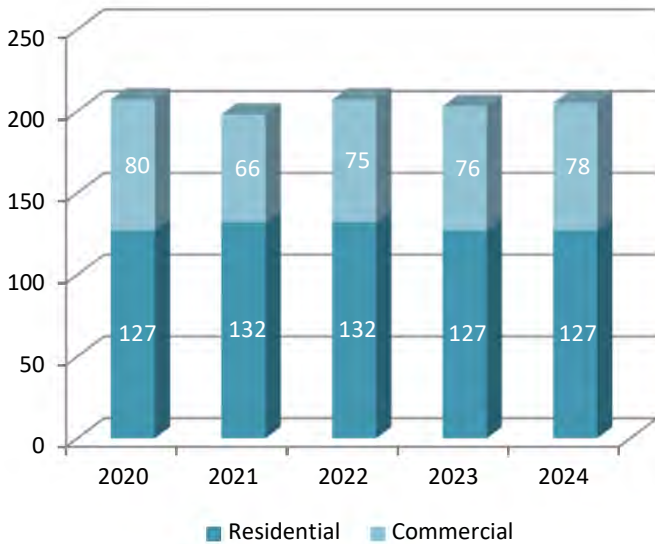
HOFFMAN ESTATES

DEPARTMENT OF FINANCE MONTHLY REPORT FEBRUARY 2024

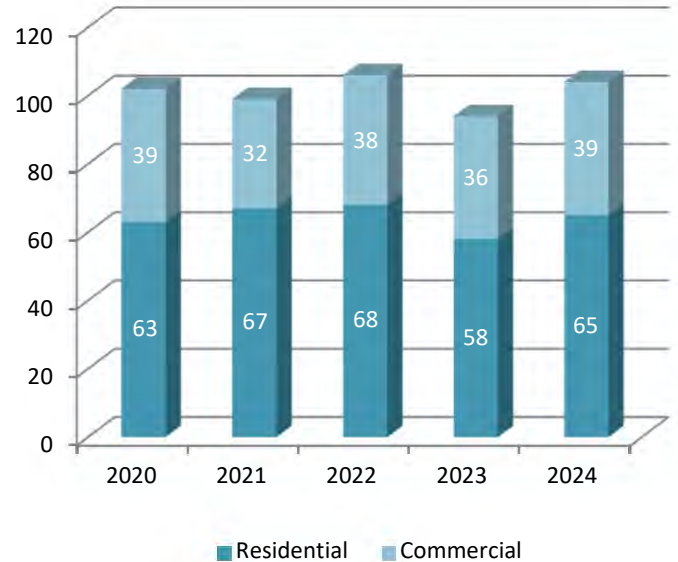
Water Billing

A total of 14,824 residential water bills were mailed on February 1st for December's water consumption. Average consumption was 4,370 gallons, resulting in an average residential water bill of \$70.39. Total consumption for all customers was 104 million gallons, with 65 million gallons attributable to residential consumption. When compared to the February 2023 billing, residential consumption increased by 12.1%.

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

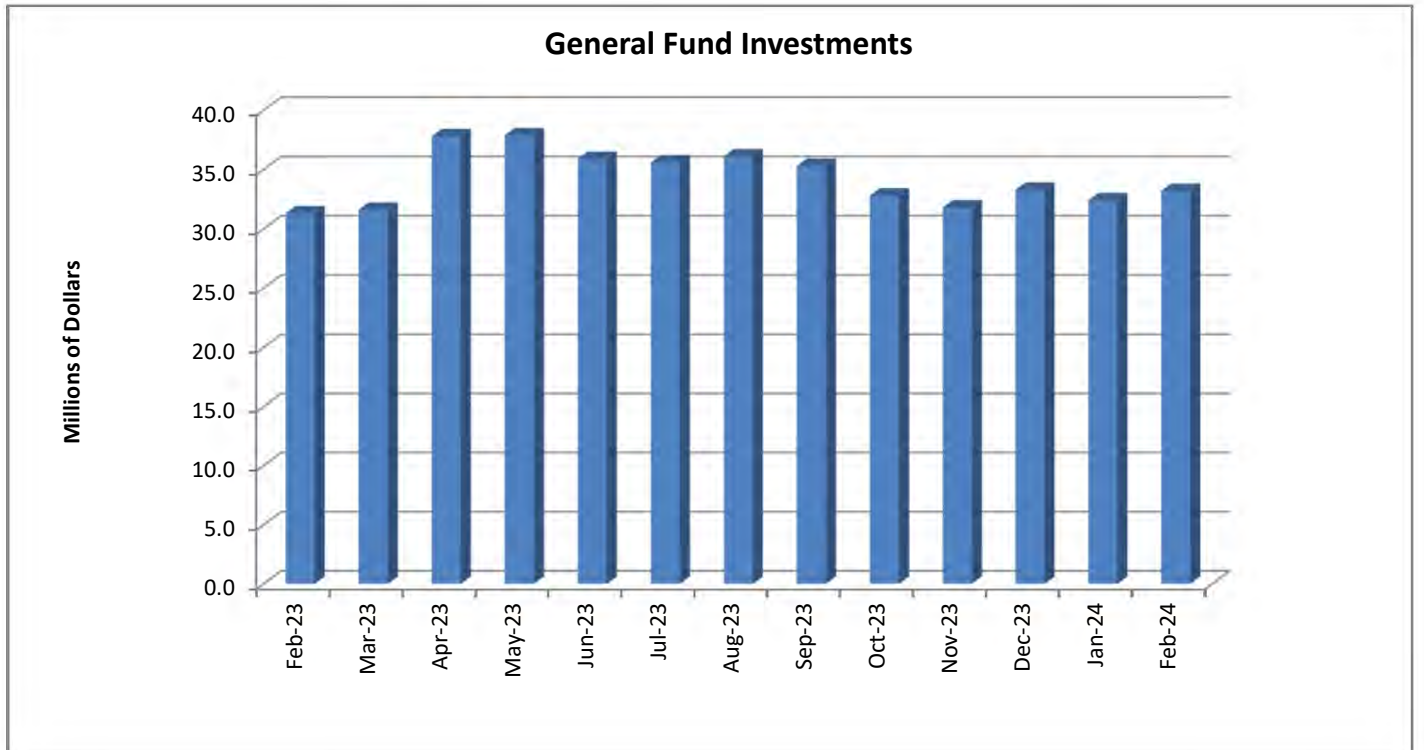
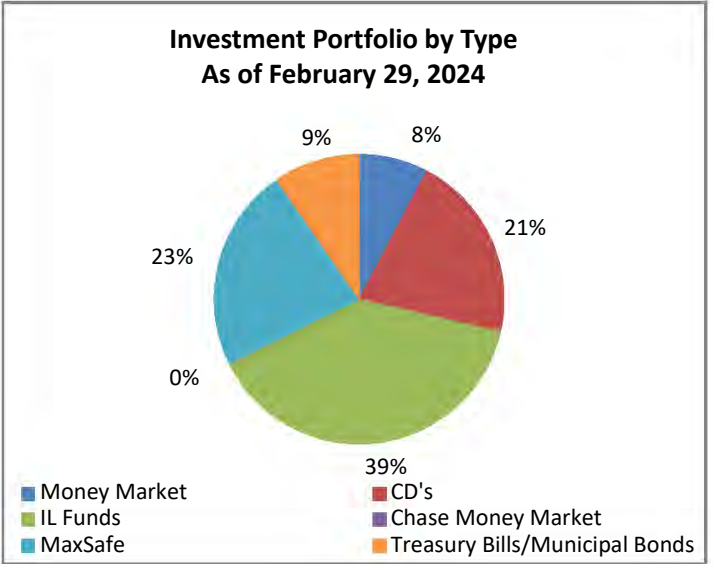
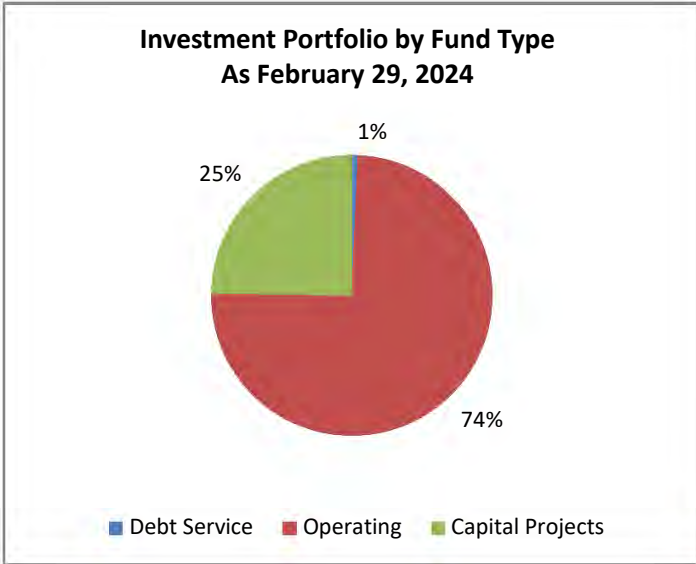


**Total Water Consumption
Month of February**



Village Investments

As of February 29, 2024, the Village's investment portfolio (not including pension trust funds) totaled \$87.8 million. Of this amount, \$65.4 million pertained to the various operating funds. As can be seen in the following graphs, the remaining \$22.4 million is related to debt service and capital projects funds.



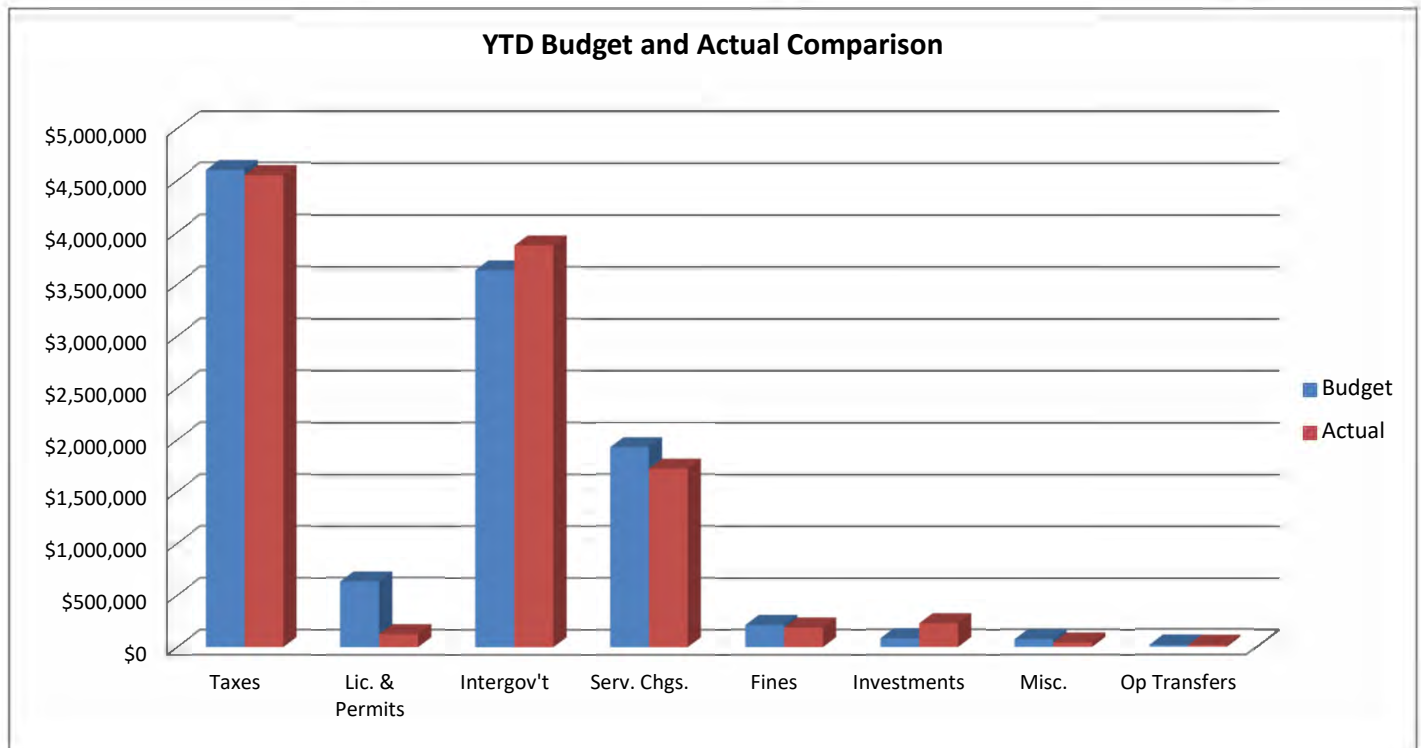
Operating Funds

General Fund

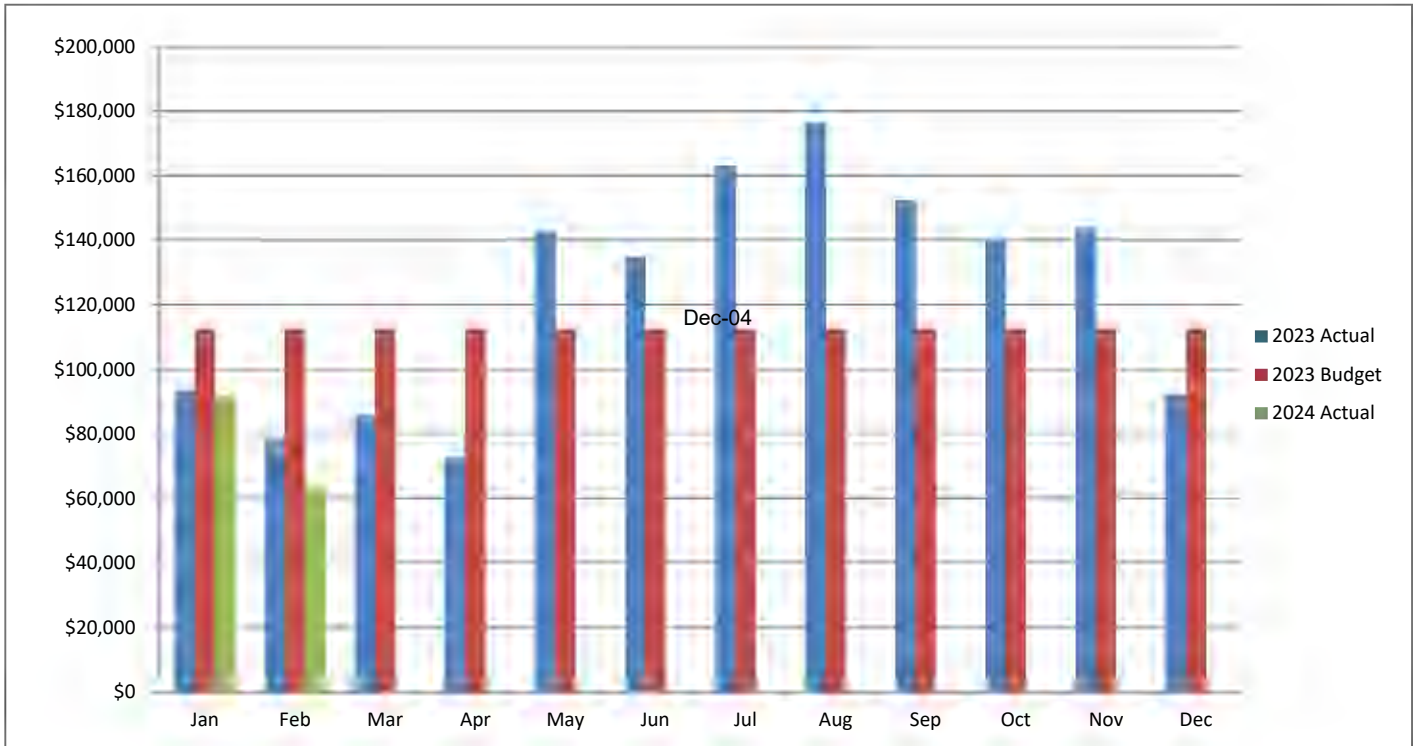
For the month of February, General Fund revenues totaled \$6,777,107 and expenditures totaled \$6,519,947 resulting in a surplus of \$257,160.

Revenues: February year-to-date figures are detailed in the table below. License and Permits are under budget due to license renewal not happening until April and permitting picks up in the spring. Charges for services are under budget due to lower than expected supplemental payments received for the Ground Emergency Medical Transport (GEMT) Program. Fines and forfeits are under budget due to various red light cameras being out of service because of IDOT infrastructure upgrades. 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	\$ 4,594,930	\$ 4,545,214	-1.1%
Licenses & Permits	629,083	124,520	-80.2%
Intergovernmental	3,633,967	3,872,351	6.6%
Charges for Services	1,926,458	1,720,732	-10.7%
Fines & Forfeits	211,083	187,965	-11.0%
Investments	83,333	224,943	169.9%
Miscellaneous	73,125	42,546	-41.8%
Operating Transfers	18,333	16,700	-8.9%
TOTAL	\$ 11,170,313	\$ 10,734,972	-3.9%

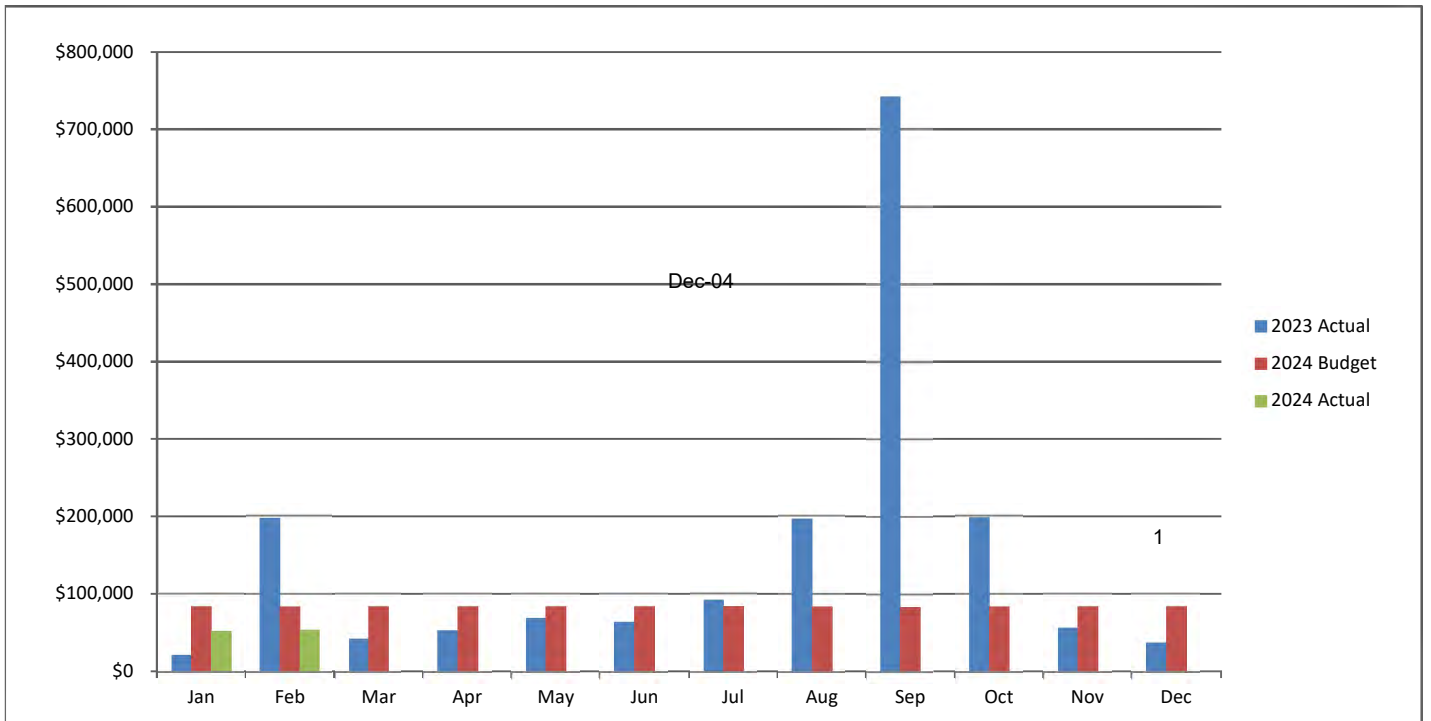


Hotel Tax



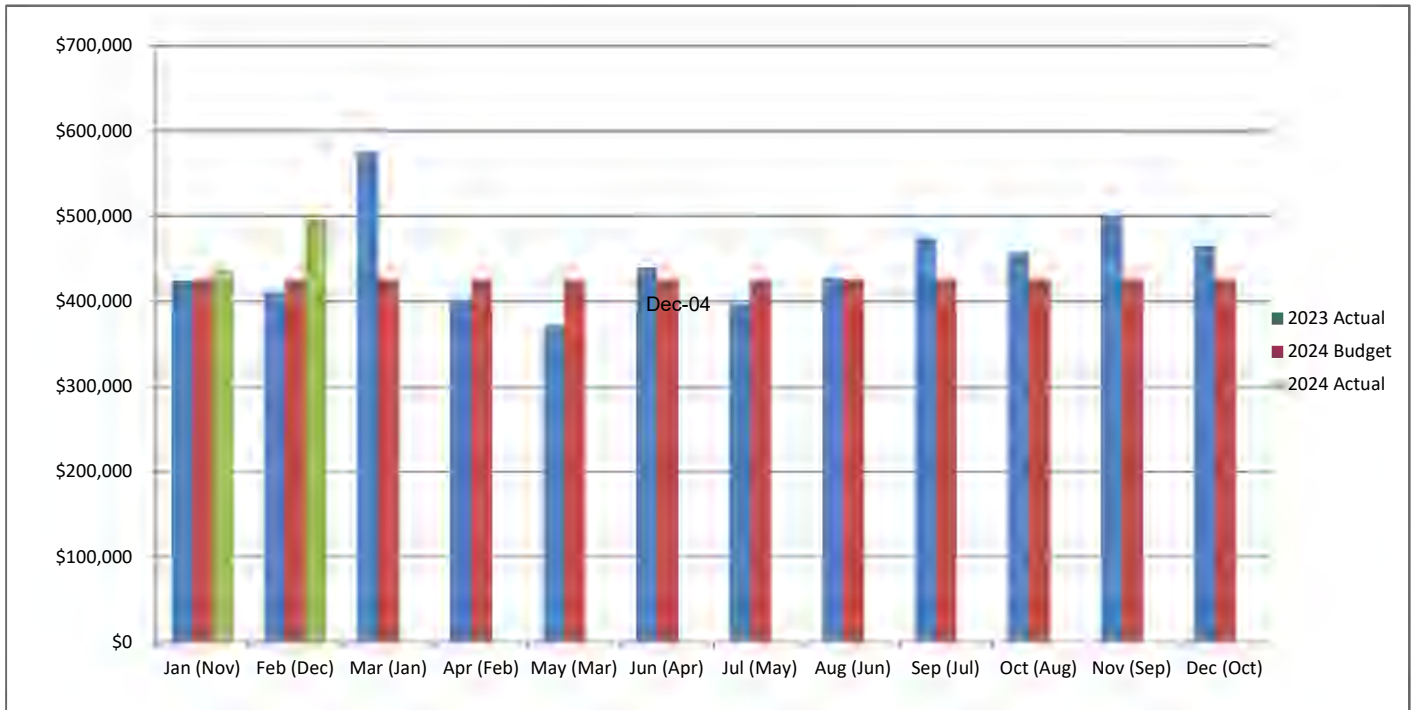
<u>Month Received</u>	<u>2023 Actual</u>	<u>2023 Budget</u>	<u>2024 Actual</u>	<u>Cumulative Variance 2024 Actual vs. Budget</u>
Jan	\$ 93,131	\$ 112,500	\$ 91,334	\$ (21,166)
Feb	78,005	\$ 112,500	63,041	(70,625)
Mar	85,887	\$ 112,500		
Apr	72,430	\$ 112,500		
May	142,631	\$ 112,500		
Jun	134,604	\$ 112,500		
Jul	163,051	\$ 112,500		
Aug	176,407	\$ 112,500		
Sep	152,299	\$ 112,500		
Oct	140,271	\$ 112,500		
Nov	143,778	\$ 112,500		
Dec	92,198	\$ 112,500		
YTD Totals	<u>\$ 1,474,692</u>	<u>\$ 1,350,000</u>	<u>\$ 154,375</u>	

Real Estate Transfer Tax



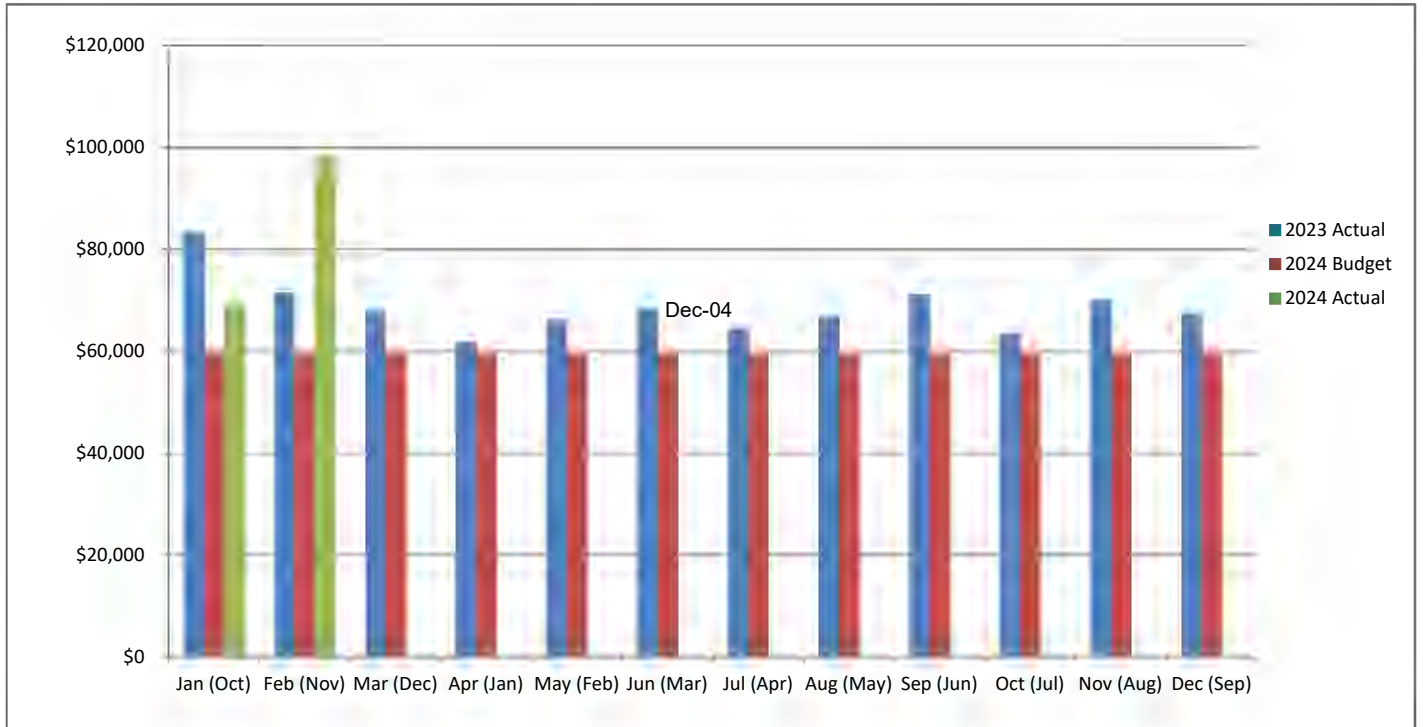
<u>Month Received</u>	<u>2023 Actual</u>	<u>2024 Budget</u>	<u>2024 Actual</u>	<u>Cumulative Variance 2024 Actual vs. Budget</u>
Jan	\$ 21,084	\$ 83,333	\$ 51,857	\$ (31,476)
Feb	196,242	\$ 83,333	53,610	(61,200)
Mar	42,126	\$ 83,333		
Apr	52,464	\$ 83,333		
May	68,106	\$ 83,333		
Jun	63,592	\$ 83,333		
Jul	91,242	\$ 83,333		
Aug	196,094	\$ 83,333		
Sep	741,763	\$ 83,333		
Oct	197,639	\$ 83,333		
Nov	55,658	\$ 83,333		
Dec	36,649	\$ 83,333		
YTD Totals	<u><u>\$ 1,762,659</u></u>	<u><u>\$ 1,000,000</u></u>	<u><u>\$ 105,467</u></u>	

Home Rule Sales Tax



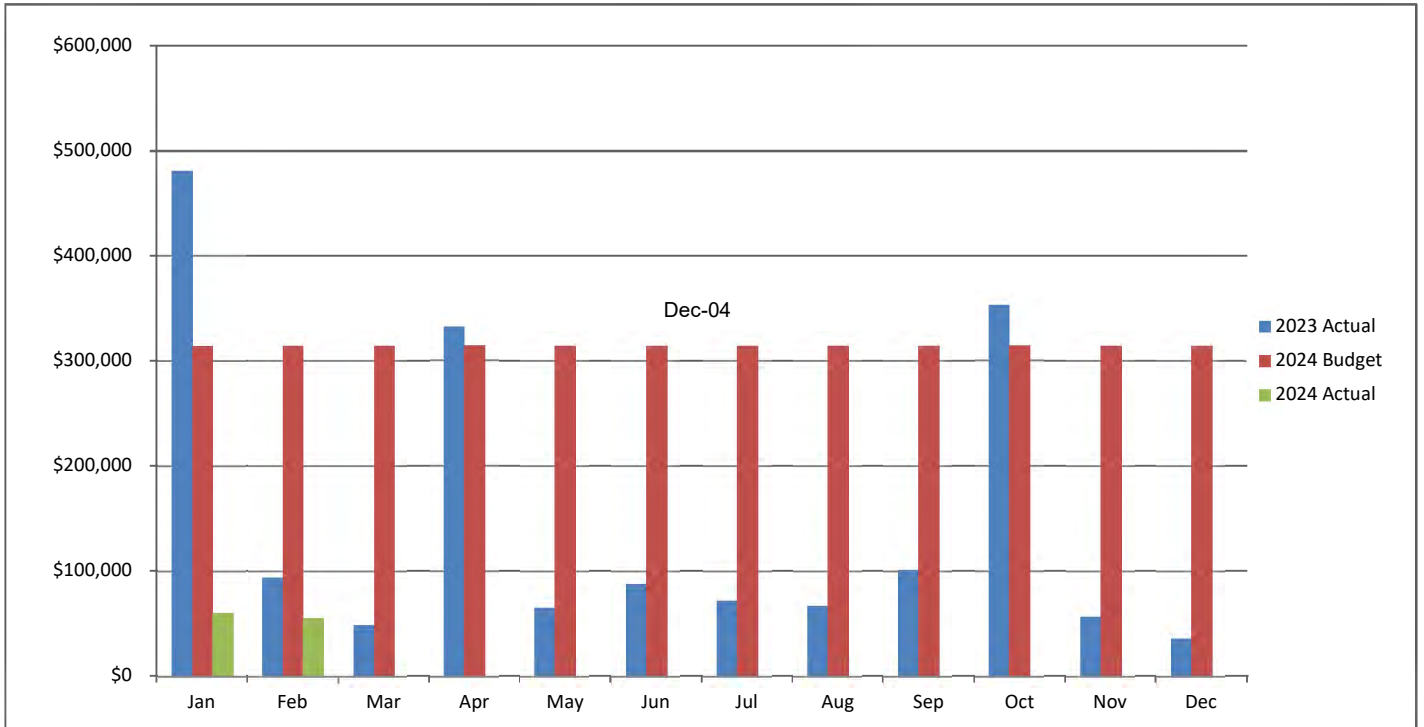
Month Received (Liability Period)	2023 Actual	2024 Budget	2024 Actual	Cumulative Variance 2024 Actual vs. Budget
Jan (Nov)	\$ 423,652	\$ 425,000	\$ 438,150	\$ 13,150
Feb (Dec)	410,413	425,000	495,684	83,834
Mar (Jan)	575,375	425,000		
Apr (Feb)	401,910	425,000		
May (Mar)	371,535	425,000		
Jun (Apr)	438,949	425,000		
Jul (May)	395,586	425,000		
Aug (Jun)	427,355	425,000		
Sep (Jul)	473,705	425,000		
Oct (Aug)	456,324	425,000		
Nov (Sep)	501,054	425,000		
Dec (Oct)	464,039	425,000		
YTD Totals	\$ 5,339,897	\$ 5,100,000	\$ 933,834	

Telecommunications Tax



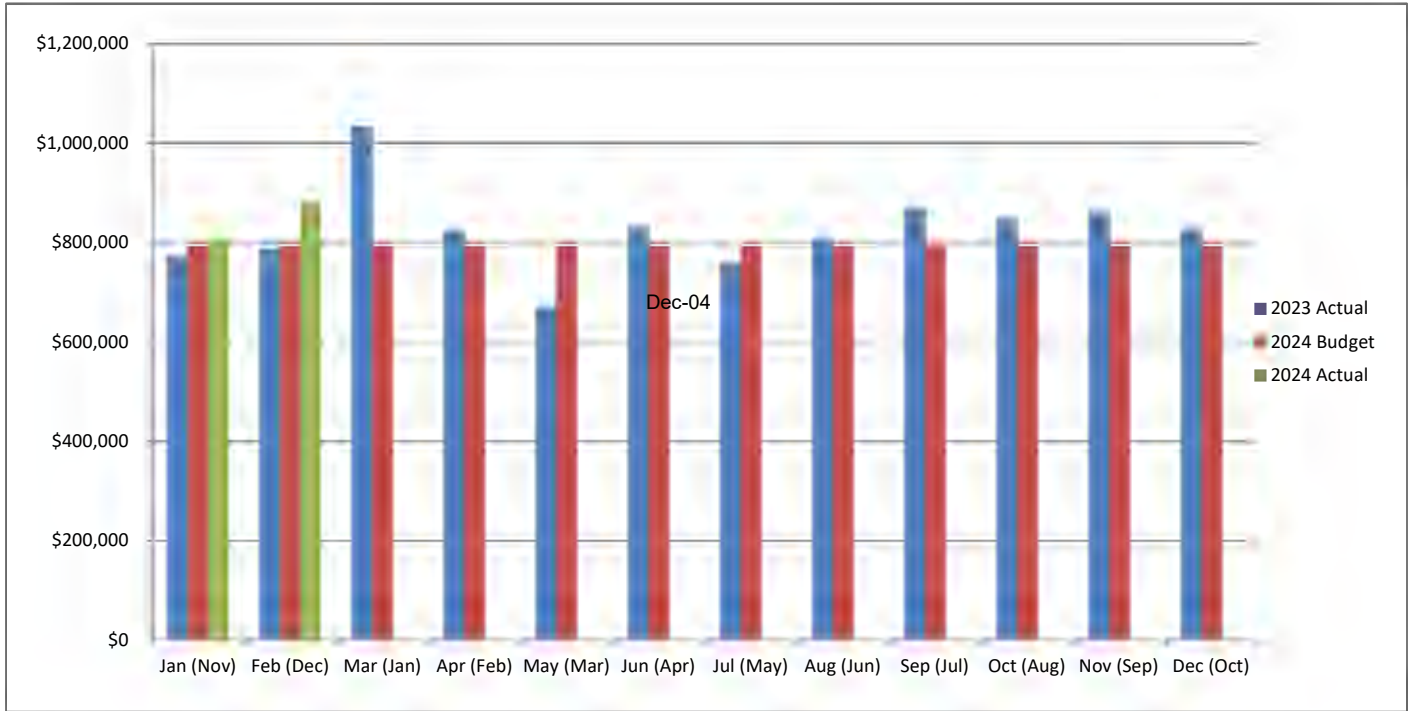
Month Received (Liability Period)	<u>2023 Actual</u>	<u>2024 Budget</u>	<u>2024 Actual</u>	Cumulative Variance 2024 Actual vs. Budget
Jan (Oct)	\$ 83,366	\$ 59,500	\$ 69,354	\$ 9,854
Feb (Nov)	71,550	59,500	98,545	48,899
Mar (Dec)	67,812	59,500		
Apr (Jan)	61,670	59,500		
May (Feb)	66,092	59,500		
Jun (Mar)	68,300	59,500		
Jul (Apr)	64,435	59,500		
Aug (May)	66,758	59,500		
Sep (Jun)	71,144	59,500		
Oct (Jul)	63,377	59,500		
Nov (Aug)	70,128	59,500		
Dec (Sep)	67,442	59,500		
YTD Totals	<u>\$ 822,074</u>	<u>\$ 714,000</u>	<u>\$ 167,899</u>	

Building Permits



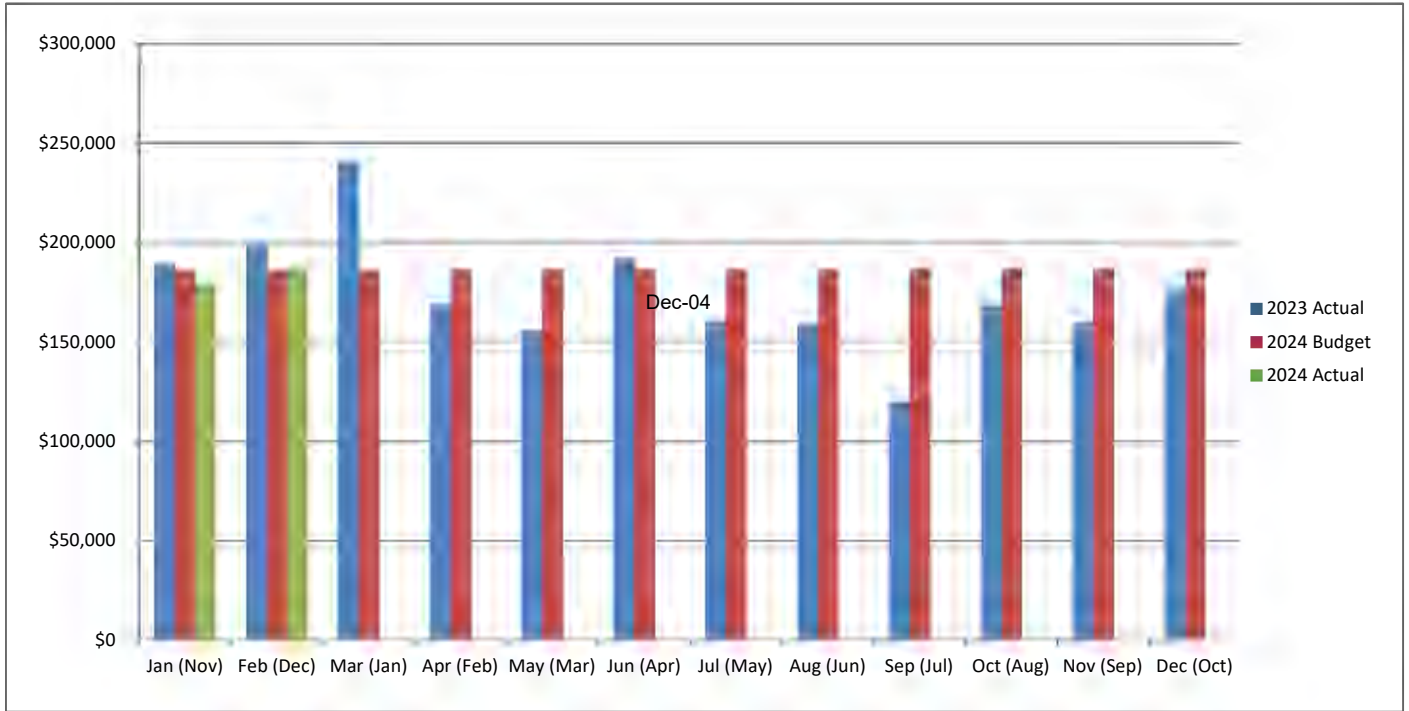
<u>Month Received</u>	<u>2023 Actual</u>	<u>2024 Budget</u>	<u>2024 Actual</u>	Cumulative Variance 2024 Actual vs. Budget
Jan	\$ 480,762	\$ 313,917	\$ 60,040	\$ (253,877)
Feb	93,900	313,917	55,603	(512,190)
Mar	48,876	313,917		
Apr	331,985	313,917		
May	65,328	313,917		
Jun	87,754	313,917		
Jul	71,887	313,917		
Aug	67,226	313,917		
Sep	101,257	313,917		
Oct	352,417	313,917		
Nov	56,749	313,917		
Dec	35,910	313,917		
YTD Totals	<u>\$ 1,794,051</u>	<u>\$ 3,767,000</u>	<u>\$ 115,643</u>	

State Sales Tax



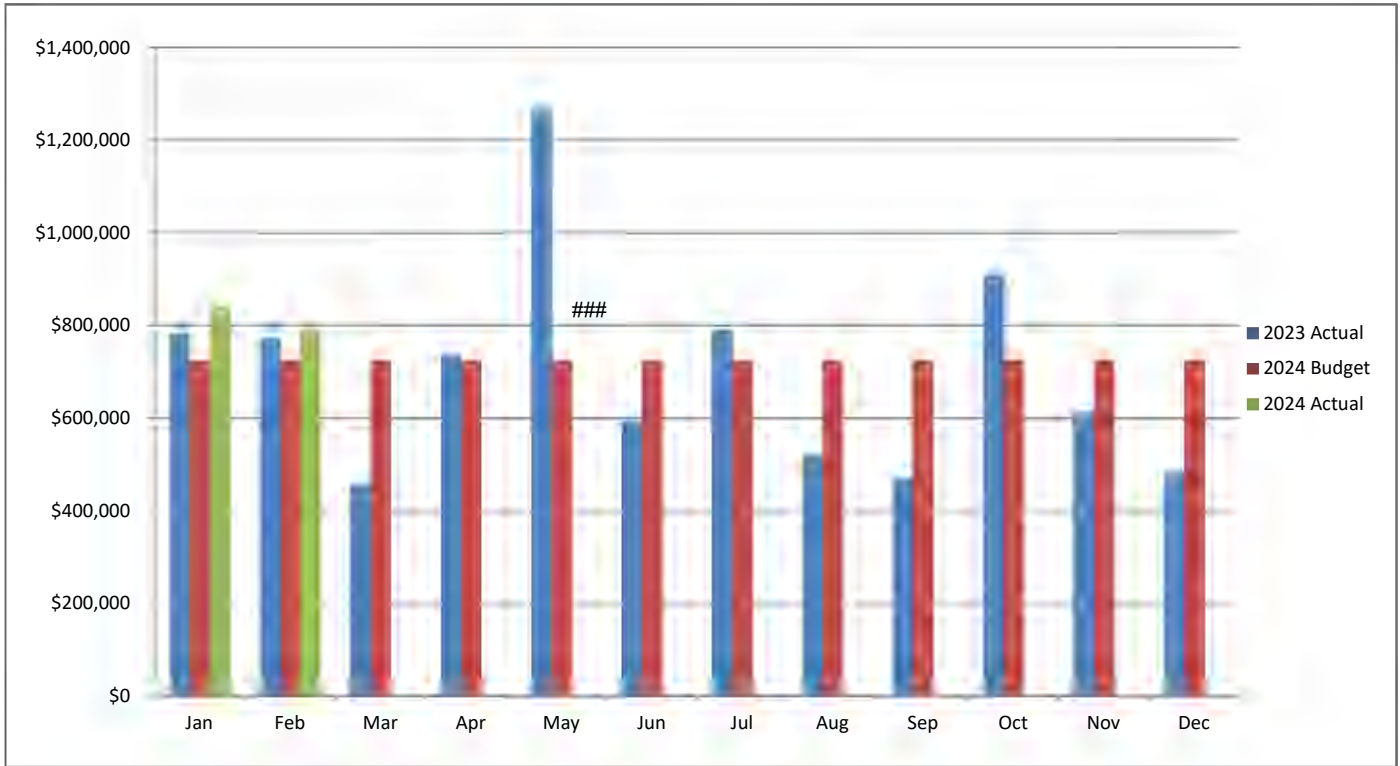
Month Received (Liability Period)	2023 Actual	2024 Budget	2024 Actual	Cumulative Variance 2024 Actual vs. Budget
Jan (Nov)	\$ 771,190	\$ 791,667	\$ 808,921	\$ 17,254
Feb (Dec)	786,357	791,667	883,554	109,142
Mar (Jan)	1,032,688	791,667		
Apr (Feb)	824,218	791,667		
May (Mar)	669,436	791,667		
Jun (Apr)	829,826	791,667		
Jul (May)	756,911	791,667		
Aug (Jun)	809,698	791,667		
Sep (Jul)	869,194	791,667		
Oct (Aug)	847,472	791,667		
Nov (Sep)	861,673	791,667		
Dec (Oct)	826,887	791,667		
YTD Totals	\$ 9,885,550	\$ 9,500,000	\$ 1,692,475	

Local Use Tax



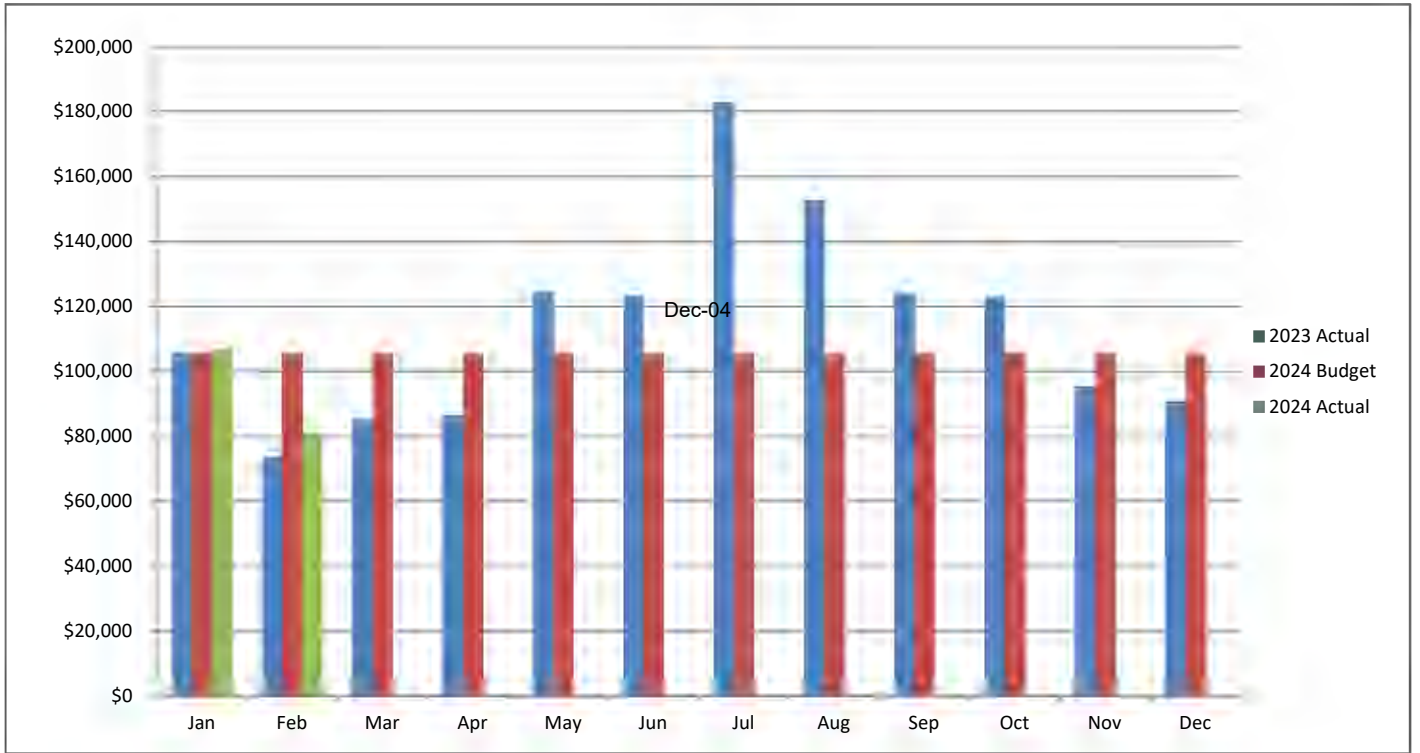
Month Received (Liability Period)	2023 Actual	2024 Budget	2024 Actual	Cumulative Variance 2024 Actual vs. Budget
Jan (Nov)	\$ 188,807	\$ 186,439	\$ 179,612	\$ (6,827)
Feb (Dec)	199,028	186,439	187,649	(5,617)
Mar (Jan)	240,748	186,439		
Apr (Feb)	168,546	186,439		
May (Mar)	155,297	186,439		
Jun (Apr)	192,095	186,439		
Jul (May)	160,727	186,439		
Aug (Jun)	158,964	186,439		
Sep (Jul)	119,330	186,439		
Oct (Aug)	168,165	186,439		
Nov (Sep)	159,504	186,439		
Dec (Oct)	177,037	186,439		
YTD Totals	<u>\$ 2,088,248</u>	<u>\$ 2,237,270</u>	<u>\$ 367,261</u>	

Income Tax



2022-2023			2023-2024			Cumulative Variance 2023 Actual vs. Budget	
Month Received	Liab Pd	2023 Actual	Month Received	2024 Budget	Liab Pd		2024 Actual
Jan	Dec-22	\$ 781,805	Jan	\$ 725,000	Dec-23	\$ 837,825	\$ 112,825
Feb	Jan-23	773,017	Feb	725,000	Jan-24	792,766	180,591
Mar	Feb-23	457,829	Mar	725,000	Feb-24		
Apr	Mar-23	736,856	Apr	725,000	Mar-24		
May	Apr-23	1,263,622	May	725,000	Apr-24		
Jun	May-23	592,522	Jun	725,000	May-24		
Jul	Jun-23	789,418	Jul	725,000	Jun-24		
Aug	Jul-23	518,836	Aug	725,000	Jul-24		
Sep	Aug-23	470,926	Sep	725,000	Aug-24		
Oct	Sep-23	910,298	Oct	725,000	Sep-24		
Nov	Oct-23	613,171	Nov	725,000	Oct-24		
Dec	Nov-23	481,759	Dec	725,000	Nov-24		
YTD Totals		<u>\$ 8,390,058</u>			<u>\$ 8,700,000</u>	<u>\$ 1,630,591</u>	

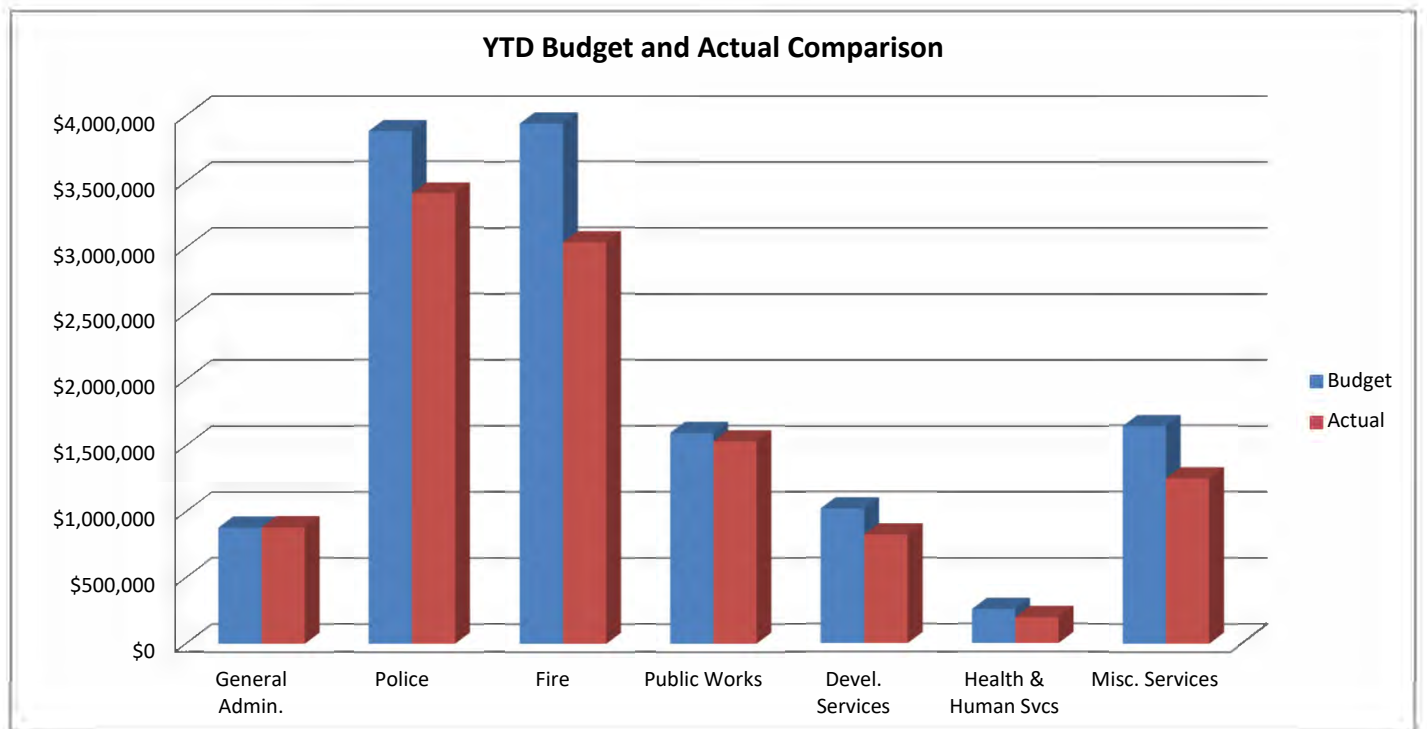
Fines



<u>Month Received</u>	<u>2023 Actual</u>	<u>2024 Budget</u>	<u>2024 Actual</u>	<u>Cumulative Variance 2023 Actual vs. Budget</u>
Jan	\$ 105,833	\$ 105,542	\$ 106,948	\$ 1,406
Feb	73,355	105,542	81,016	(23,119)
Mar	85,109	105,542		
Apr	86,480	105,542		
May	124,553	105,542		
Jun	123,364	105,542		
Jul	182,696	105,542		
Aug	152,626	105,542		
Sep	124,167	105,542		
Oct	122,829	105,542		
Nov	95,297	105,542		
Dec	90,540	105,542		
YTD Totals	<u>\$ 1,366,849</u>	<u>\$ 1,266,500</u>	<u>\$ 187,964</u>	

Expenditures: General Fund expenditures in February were \$85,392 below the budgeted figure of \$6,605,339. The summary of year-to-date actuals versus budgeted expenditures shown below reflect positive variances for the Village departments for the year. The Legal division is over due to a property tax bill for the new Fire Station property acquired. Emergency Operations is over budget due to the annual Joint Emergency Management Membership Assessment payment, which happens at the beginning of every year.

EXPENDITURES	YEAR-TO-DATE	YEAR-TO-DATE	VARIANCE
	BUDGET	ACTUAL	
Legislative	\$ 75,643	\$ 51,093	32.5%
Administration	201,877	184,896	8.4%
Legal	86,115	159,640	-85.4%
Finance	228,612	216,513	5.3%
Village Clerk	44,240	40,253	9.0%
HRM	129,863	103,892	20.0%
Communications	90,897	75,150	17.3%
Emergency Operations	16,898	45,177	-167.3%
Police	3,873,747	3,402,024	12.2%
Fire	3,931,538	3,034,053	22.8%
Public Works	1,592,755	1,528,351	4.0%
Development Services	1,019,105	822,522	19.3%
H&HS	256,610	196,450	23.4%
Miscellaneous	1,639,747	1,246,576	24.0%
TOTAL	\$ 13,187,647	\$ 11,106,587	15.8%



Department News

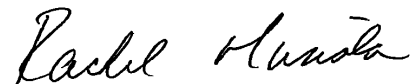
During the month of February, the following training sessions were attended by Finance staff:

- Attended the IMRF Employee Access webinar (Payroll Coordinator).

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

- Attended various IGFOA PEC planning meetings (Finance Director).
- Attended the IPBC Operations and Finance Committee Meeting (Finance Director).
- Completed the final FY2024 Operating and Capital Budget document and submitted it to the Government Finance Officers Association for the GFOA Budget Award. The final budget document is now available on the Village website. Many thanks goes out to everyone who was involved with putting together the final budget document.
- Staff is working hard in preparation for final audit fieldwork, which begins March 11 for FY2023.

Respectfully Submitted,



Rachel Musiala

MONTHLY REPORT STATISTICS

February-24

	Feb-24	YTD Feb-24	Feb-23	YTD Feb-23	% Inc / Dec	
					Month	Year
<u>Credit Card Transactions</u>						
Finance and Code Front Counter						
Number	287	582	224	462	28.1%	26.0%
Amount	\$ 32,331	78,415	\$ 25,170	51,675	28.4%	51.7%
Internet Sales						
Number	2,752	5,818	2,671	5,562	3.0%	4.6%
Amount	\$ 425,701	872,502	\$ 449,436	860,001	-5.3%	1.5%
Total						
Number	3,039	6,400	2,895	6,024	5.0%	6.2%
Amount	\$ 458,032	950,916	\$ 474,606	\$ 911,676	-3.5%	4.3%
Credit Card Company Fees						
General Fund	\$ 118	211	\$ 77	153	54.6%	37.9%
Water Fund	6,796	18,953	6,365	12,288	6.8%	54.2%
Total Fees	\$ 6,914	\$ 19,164	\$ 6,441	\$ 12,441	7.3%	54.0%
<u>Accounts Receivable</u>						
Invoices Mailed						
Number	39	135	41	135	-4.9%	0.0%
Amount	\$ 121,381	236,230	\$ 109,008	221,376	11.4%	6.7%
Invoices Paid						
Number	64	145	63	128	1.6%	13.3%
Amount	\$ 102,383	211,408	\$ 107,873	208,831	-5.1%	1.2%
Reminders Sent						
Number	25	39	12	28	108.3%	39.3%
Amount	\$ 11,635	23,545	\$ 2,755	9,890	322.3%	138.1%
<u>Accounts Payable</u>						
Checks Issued						
Number	384	676	329	625	16.7%	8.2%
Amount	\$ 2,234,460	4,229,522	\$ 1,892,563	3,374,412	18.1%	25.3%
Manual Checks Issued						
Number	31	59	20	37	55.0%	59.5%
As % of Total Checks	8.07%	17.66%	6.08%	11.82%	32.8%	49.4%
Amount	\$ 450,546	898,744	\$ 702,338	736,731	-35.9%	22.0%
As % of Total Checks	20.16%	42.63%	37.11%	39.43%	-45.7%	8.1%
<u>Utility Billing</u>						
New Utility Accounts	61	125	53	110	15.1%	13.6%
Bills Mailed / Active Accounts	15,730	31,460	15,720	31,448	0.1%	0.0%
Final Bills Mailed	80	159	65	132	23.1%	20.5%
Shut-Off Notices	1,041	2,528	955	2,028	9.0%	24.7%
Actual Shut-Offs	17	23	18	20	-5.6%	15.0%
Total Billings	\$ 2,088,106	4,130,071	\$ 1,865,696	3,935,942	11.9%	4.9%
Direct Debit (ACH) Program						
New Accounts	139	422	22	76	531.8%	455.3%
Total Accounts	6,177	12,223	5,870	11,724	5.2%	4.3%
As % of Active Accounts	39.27%	77.71%	37.34%	74.56%	1.9%	4.2%
Water Payments Received in Current Month						
Total Bills Mailed	15,730	31,460	15,720	31,448	0.1%	0.0%
ACH Payments	6,177	12,223	5,870	11,724	5.2%	4.3%
ACH Payments-% of Total Bills	39.27%	77.71%	37.34%	74.56%	5.2%	4.2%
On-line Payments (Internet Sales)	2,239	4,504	2,151	4,211	4.1%	7.0%
On-line Payments-% of Total Bills	14.23%	28.63%	13.68%	26.78%	4.0%	6.9%
Over-the-phone Payments	474	1,000	515	959	-8.0%	4.3%
Over-the-phone Payments-% of Total Bills	3.01%	6.36%	3.28%	6.10%	-8.0%	4.2%
Mail-in Payments	6,532	12,967	6,755	13,807	-3.3%	-6.1%
Mail-in Payments-% of Total Bills	41.53%	82.43%	42.97%	87.81%	-3.4%	-6.1%

WATER BILLING ANALYSIS
February 29, 2024

Residential Billings
Average Monthly Consumption/Customer

<u>Month Billed</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
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
November	4,158	4,243	4,191
December	4,173	4,057	4,079
January	4,648	4,648	4,203
February	4,599	3,945	4,370
13 Month Average -	4,721	4,417	4,417
% Change -	-0.9%	-6.4%	0.0%

Total Water Customers

Average Bill

<u>Customer Type</u>	<u>Feb-23</u>			<u>Customer Type</u>	<u>Feb-24</u>		
	<u>Feb-23</u>	<u>Feb-24</u>	<u>% Change</u>		<u>Feb-23</u>	<u>Feb-24</u>	<u>% Change</u>
Residential	14,821	14,824	0.0%	Residential	\$ 61.98	\$ 70.39	13.6%
Commercial	899	907	0.9%				
Total	15,720	15,731	0.1%				

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

	<u>Month-To-Date</u>				<u>Year-To-Date</u>		
	<u>Feb-23</u>	<u>Feb-24</u>	<u>% Change</u>		<u>Feb-23</u>	<u>Feb-24</u>	<u>% Change</u>
Residential	58	65	12.1%	Residential	127	127	0.0%
Commercial	36	39	8.3%	Commercial	76	78	2.6%
	94	104	10.6%		203	205	1.0%

STATEMENT OF INVESTMENTS-VILLAGE

As of February 29, 2024

Fund	Investment Date	Book Value	Market Value	Maturity Value	Rate of Interest
<u>General Fund</u>					
Illinois Funds - General	09/30/86	10,642,164.01			5.399
Illinois Funds - Veterans Memorial	05/01/92	339.18			5.399
HE Community Bank-Money Market	07/13/04	275,412.52			5.451
Treasury Bills/Municipal Bonds	08/09/21	6,968,379.50	6,968,379.49	6,760,400.00	0.795
PMA iPrime	11/07/08	771,165.91			5.247
CD with PMA	08/22/13	14,499,618.67	14,494,682.17	14,908,227.23	3.055
		<u>33,157,079.79</u>			
<u>Motor Fuel Tax</u>					
Illinois Funds	09/30/86	535,416.73			5.399
HE Community Bank-Money Market		537,907.77			5.451
Chase Money Market		865.71			5.110
		<u>1,074,190.21</u>			
<u>Asset Seizure - State</u>					
Illinois Funds	11/30/98	60,448.69			5.399
<u>Asset Seizure - BATTLE</u>					
Illinois Funds	07/10/08	979.96			5.399
<u>Municipal Waste System</u>					
Illinois Funds	08/31/98	8,617.39			5.399
HE Community Bank-Money Market		158,604.72			5.451
		<u>167,222.11</u>			
<u>2015A & 2015C G.O.D. S.</u>					
HE Community Bank-Money Market		633,539.13			5.451
Chase Money Market	10/01/22	858.19			5.110
		<u>634,397.32</u>			
<u>Central Road Corridor Improv.</u>					
Illinois Funds	12/15/88	10,594.20			5.399
PMA iPrime	11/07/08	4,098.05			5.247
		<u>14,692.25</u>			
<u>Hoffman Blvd Bridge Maintenance</u>					
Illinois Funds	07/01/98	12,163.02			5.399
HE Community Bank-Money Market		267,906.02			5.451
		<u>280,448.73</u>			
<u>Western Corridor</u>					
Illinois Funds	06/30/01	12,036.70			5.399
CD with PMA	08/22/13	965,070.33	962,284.85	997,752.69	0.375
PMA iPrime	01/07/09	1,812,296.00			5.247
		<u>2,789,403.03</u>			

STATEMENT OF INVESTMENTS-VILLAGE

As of February 29, 2024

Fund	Investment Date	Book Value	Market Value	Maturity Value	Rate of Interest
<u>Prairie Stone Capital</u>					
Illinois Funds	08/22/91	623,785.75			5.399
PMA iPrime	02/10/11	99,253.01			5.247
		<u>723,038.76</u>			
<u>Road Improvement</u>					
Illinois Funds	01/01/15	1,454,428.32			5.399
HE Community Bank-Money Market		243,580.58			5.451
Chase Money Market	03/06/18	2,546.50			5.110
Treasury Bills	08/09/21	740,377.17	717,834.56	778,800.00	0.795
PMA iPrime		91,478.78			5.247
		<u>2,532,411.35</u>			
<u>Western Area Rd Impr Impact Fees</u>					
Illinois Funds	08/01/98	1,101,242.10			5.399
HE Community Bank-Money Market		139,306.28			5.451
Chase Money Market	10/01/22	197.44			5.110
		<u>1,240,745.82</u>			
<u>Capital Improvements</u>					
Illinois Funds	12/31/96	961,810.12			5.399
<u>Capital Vehicle & Equipment</u>					
Illinois Funds	12/31/96	1,196,785.32			5.399
PMA iPrime	01/07/09	66,426.26			5.247
		<u>1,263,211.58</u>			
<u>Capital Replacement</u>					
Illinois Funds	02/01/98	6,278,659.26			5.399
HE Community Bank-Money Market	07/13/04	1,396,799.67			5.451
Chase Money Market		3,773.48			5.110
PMA iPrime	11/07/08	33,860.35			5.247
CD with PMA	08/22/13	249,000.00	243,370.65	249,000.00	0.375
		<u>7,962,092.76</u>			
<u>Water and Sewer</u>					
Illinois Funds	09/30/86	7,169,693.83			5.399
Treasury Bills	08/09/21	740,377.17	717,834.56	778,800.00	0.795
PMA iPrime	11/07/08	22,198.92			5.247
HE Community Bank-Money Market		7,443,062.81			5.451
Chase Money Market	03/06/18	16,056.16			5.110
		<u>15,391,388.89</u>			
<u>Water and Sewer-2017 Bond Projects</u>					
PMA iPrime	09/13/17	2,208,803.55			5.247

STATEMENT OF INVESTMENTS-VILLAGE
As of February 29, 2024

Fund	Investment Date	Book Value	Market Value	Maturity Value	Rate of Interest
<u>Water and Sewer-2019 Bond Projects</u>					
PMA iPrime	09/13/17	578,417.36			5.247
<u>Now Arena Operating</u>					
Illinois Funds		416,130.41			5.399
HE Community Bank-Money Market		1,387,643.30			5.451
Chase Money Market		1,591.49			5.110
PMA iPrime		260,787.23			5.247
		3,503,126.90			
<u>Stormwater</u>					
HE Community Bank-Money Market		535,793.46			5.451
Chase Money Market	10/01/22	759.38			5.110
		536,552.84			
<u>Now Arena</u>					
H.E. Community Bank-MaxSafe		3,069,550.62	1,434,146.15	1,496,423.63	5.451
<u>Insurance</u>					
Illinois Funds	11/10/87	919,977.97			5.399
HE Community Bank-Money Market		399,110.89			5.451
Chase Money Market	10/01/22	829.37			5.110
PMA iPrime	11/07/08	309,694.22			5.247
CD with PMA	08/22/13	1,199,954.26	1,193,689.63	1,248,525.30	0.375
		2,829,566.71			
<u>Information Technology</u>					
Illinois Funds	02/01/98	1,020,447.07			5.399
HE Community Bank-Money Market		268,279.24			5.451
Chase Money Market	10/01/22	759.38			5.110
PMA iPrime	11/07/08	378,938.47			5.247
		1,668,424.16			
<u>Roselle Road TIF</u>					
Illinois Funds	09/30/03	880,473.19			5.399
HE Community Bank-Money Market		1,262,715.50			5.451
Chase Money Market		1,789.65			5.110
PMA iPrime	11/07/08	124,666.18			5.247
		2,269,644.52			
<u>Barr./Higgins TIF</u>					
Illinois Funds	08/26/91	601,249.26			5.399
HE Community Bank-Money Market		965,418.29			5.451
Chase Money Market		1,368.29			5.110
		1,568,035.84			

STATEMENT OF INVESTMENTS-VILLAGE

As of February 29, 2024

Fund	Investment Date	Book Value	Market Value	Maturity Value	Rate of Interest
<u>2019 Captial Project Fund</u>					
HE Community Bank-Money Market		612,715.60			5.451
Chase Money Market	10/01/22	455.63			5.110
PMA iPrime	09/13/17	11,393.94			5.247
		<u>635,959.11</u>			
<u>Lakewood Center TIF</u>					
Illinois Funds		347,898.84			5.399
HE Community Bank-Money Market		54,625.49			5.451
Chase Money Market	10/01/22	77.42			5.110
		<u>402,601.75</u>			
<u>Hig/Old Sutton TIF</u>					
HE Community Bank-Money Market		80,369.01			5.451
Chase Money Market	10/01/22	113.91			5.110
		<u>80,482.92</u>			
<u>Hig/Hassell TIF</u>					
HE Community Bank-Money Market		157,589.95			5.451
Chase Money Market	10/01/22	282.40			5.110
		<u>157,872.35</u>			
<u>2018G.O. Debt Serv.</u>					
HE Community Bank-Money Market		276.99			5.451
Chase Money Market	10/01/22	0.39			5.110
		<u>277.38</u>			
Total Investments		<u>\$ 87,751,483.44</u>			
Total Invested Per Institution			<u>Percent Invested</u>		
Illinois Funds		34,255,341.32	39.04		
Chase Money Market		32,704.48	0.04		
CD with PMA		18,350,617.73	20.91		
HE Community Bank-MaxSafe		3,069,550.62	3.50		
HE Community Bank-Money Market		16,820,657.22	19.17		
Treasury Bills/Municipal Bonds		8,449,133.84	9.63		
ISC at PMA		6,773,478.23	7.72		
		<u>\$87,751,483.44</u>	100.00		
Total Invested Per Fund					
Total Investments - Operating Funds			\$65,400,615.81		
Total Investments - Debt Service Funds			634,674.31		
Total Investments - Capital Projects Funds			\$21,716,193.32		
Total Investments - All Funds			<u>\$87,751,483.44</u>		

PMA INVESTMENTS

February 29, 2024

	Settlement	Maturity	Cost	Market Value	Interest Rate
GENERAL FUND					
Oregon St MUNI Bond	08/11/21	08/01/24	1,747,180	1,702,261	0.638%
US Treasury N/B (48772)	08/10/21	02/15/25	2,229,177	2,053,946	2.000%
US Treasury N/B (48771)	08/10/21	08/15/25	2,229,210	2,024,833	2.000%
US Treasury N/B (50976)	02/24/22	02/28/26	762,813	739,587	0.500%
iPrime Term Series 20240522AA52	12/22/23	05/22/24	5,000,000	5,000,000	5.200%
iPrime Term Series 20240722AA52	12/22/23	07/22/24	5,000,000	5,000,000	5.110%
Western Alliance Bank	01/31/24	10/28/24	1,759,300	1,759,300	4.980%
Western Alliance Bank	01/31/24	01/30/25	1,762,250	1,762,250	5.008%
Flagstar Bank NA	02/07/24	05/07/25	244,547	243,647	4.663%
Morgan Stanley PVT Bank	02/07/24	08/07/25	244,507	243,162	4.505%
Morgan Stanley Bank NA	02/07/24	08/07/25	244,507	243,162	4.505%
Bank of New York Mellon	02/07/24	08/07/25	244,507	243,162	4.505%
GENERAL FUND TOTALS:			\$21,467,998	\$21,015,309	
WESTERN CORRIDOR FUND					
Schertz Bank & Trust	01/31/24	07/24/25	233,350	233,350	4.792%
Financial Federal Bank	01/31/24	07/24/25	232,650	232,650	5.000%
Investar Bank NA	02/14/24	05/14/25	249,567	247,997	4.412%
Southern First Bank NA	02/14/24	05/14/25	249,504	248,288	4.533%
WESTERN CORRIDOR TOTALS:			\$965,070	\$962,285	
ROAD IMPROVEMENT FUND					
US Treasury N/B (50976)	02/24/22	02/28/26	740,377	717,835	0.500%
ROAD IMPROVEMENT TOTALS:			\$740,377	\$717,835	
CAPTIAL REPLACEMENT FUND					
Hanmi Bank	08/17/21	08/19/24	249,000	243,371	0.300%
CAPTIAL REPLACEMENT TOTALS:			\$249,000	\$243,371	
WATER & SEWER FUND					
US Treasury N/B (50976)	02/24/22	02/28/26	740,377	717,835	0.500%
WATER & SEWER TOTALS:			\$740,377	\$717,835	
NOW ARENA FUND					
First Pryority Bank	01/31/24	7/24/2025	233,100	233,100	4.833%
First Internet Bank of Indiana	01/31/24	7/24/2025	233,450	233,450	4.728%
First Bank of Ohio	01/31/24	4/30/2025	236,600	236,600	4.492%
CIBC Bank USA	01/31/24	4/30/2025	235,700	235,700	4.819%
Wells Fargo Bank NA	02/06/24	8/6/2025	248,648	247,589	4.569%
American Eagle Bank IL	02/09/24	5/9/2025	249,477	247,707	4.342%
NOW ARENA TOTALS:			\$ 1,436,974.47	\$ 1,434,146.15	
INSURANCE FUND					
BMW Bank North America	08/13/21	08/13/24	250,104	243,840	0.600%
Consumers Credit Union	01/31/24	04/30/25	235,100	235,100	5.041%
CIBM Bank	01/31/24	04/30/25	236,300	236,300	4.600%
Western Alliance Bank	01/31/24	01/30/25	237,750	237,750	5.108%
CrossFirst Bank	01/31/24	10/28/24	240,700	240,700	5.136%
INSURANCE TOTALS:			\$ 1,199,954.26	\$ 1,193,689.63	
		TOTAL:	\$26,799,752	\$26,284,469	

**OPERATING REPORT SUMMARY
REVENUES**

February 29, 2024

	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>		<u>ANNUAL BUDGET</u>	<u>% ACTUAL TO BUDGET</u>	<u>BENCH- MARK</u>
	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>ACTUAL</u>			
General Fund							
Property Taxes	1,600,000	1,689,442	1,600,000	1,689,442	13,654,510	12.4%	
Hotel Tax	112,500	63,041	225,000	154,375	1,350,000	11.4%	
Real Estate Transfer Tax	83,333	53,610	166,667	105,467	1,000,000	10.5%	
Home Rule Sales Tax	425,000	495,684	850,000	933,834	5,100,000	18.3%	
Telecommunications Tax	59,500	98,545	119,000	167,899	714,000	23.5%	
Property Tax - Fire	650,000	550,621	650,000	550,621	4,852,520	11.3%	
Property Tax - Police	800,000	738,017	800,000	738,017	6,456,440	11.4%	
Other Taxes	92,132	119,500	184,263	205,558	1,105,580	18.6%	
Total Taxes	3,822,465	3,808,461	4,594,930	4,545,214	34,233,050	13.3%	
Business Licenses	-	6,575	-	8,045	380,000	2.1%	
Liquor Licenses	-	283	-	483	265,000	0.2%	
Building Permits	313,917	55,603	627,833	115,642	3,767,000	3.1%	
Other Licenses & Permits	625	101	1,250	350	7,500	4.7%	
Total Licenses & Permits	314,542	62,562	629,083	124,520	4,419,500	2.8%	
Sales Tax	791,667	883,554	1,583,333	1,692,475	9,500,000	17.8%	
Local Use Tax	186,439	187,649	372,878	367,261	2,237,270	16.4%	
State Income Tax	725,000	792,766	1,450,000	1,630,592	8,700,000	18.7%	
Replacement Tax	44,928	620	89,857	85,331	539,140	15.8%	
Other Intergovernmental	68,949	79,894	137,898	96,693	827,390	11.7%	
Total Intergovernmental	1,816,983	1,944,483	3,633,967	3,872,351	21,803,800	17.8%	
Engineering Fees	16,667	34,423	33,333	34,423	200,000	17.2%	
Ambulance Fees	183,333	97,424	366,667	255,694	2,200,000	11.6%	
GEMT Income	250,000	26,641	500,000	333,819	3,000,000	11.1%	
Police Hireback	33,333	57,920	66,667	109,003	400,000	27.3%	
Lease Payments	41,667	30,711	83,333	156,618	500,000	31.3%	
Cable TV Fees	146,000	146,826	182,500	146,826	675,500	21.7%	
4th of July Proceeds	-	-	-	-	75,000	0.0%	
Employee Payments	137,500	156,170	275,000	297,948	1,650,000	18.1%	
Hireback - Arena	17,354	39,118	34,708	58,274	208,250	28.0%	
Rental Inspection Fees	50,000	86,900	210,000	160,125	250,000	64.1%	
Other Charges for Services	87,125	75,812	174,250	168,004	1,045,500	16.1%	
Total Charges for Services	962,979	751,944	1,926,458	1,720,732	10,204,250	16.9%	
Court Fines-County	10,000	8,978	20,000	16,295	120,000	13.6%	
Ticket Fines-Village	20,833	18,607	41,667	41,022	250,000	16.4%	
Overweight Truck Fines	542	100	1,083	100	6,500	1.5%	
Red Light Camera Revenue	70,833	52,210	141,667	124,750	850,000	14.7%	
Local Debt Recovery	3,333	1,121	6,667	5,798	40,000	14.5%	
Total Fines & Forfeits	105,542	81,016	211,083	187,965	1,266,500	14.8%	
Total Investment Earnings	41,667	90,951	83,333	224,943	500,000	45.0%	
Reimburse/Recoveries	12,500	2,426	25,000	6,247	150,000	4.2%	
S.Barrington Fuel Reimbursement	2,917	2,059	5,833	4,264	35,000	12.2%	
Shaumburg Twn Fuel Reimbursement	3,750	3,748	7,500	7,378	45,000	16.4%	
Tollway Payments	2,083	-	4,167	2,040	25,000	8.2%	
Other Miscellaneous	15,313	20,989	30,625	22,616	183,750	12.3%	
Total Miscellaneous	36,563	29,223	73,125	42,546	438,750	9.7%	
Total Operating Transfers In	9,167	8,467	18,333	16,700	110,000	15.2%	
Total General Fund	7,109,907	6,777,107	11,170,313	10,734,972	72,975,850	14.7%	16.7%

**OPERATING REPORT SUMMARY
REVENUES**

February 29, 2024

	<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	1,856,747	1,732,837	3,713,493	3,424,731	22,280,960	15.4%	
Connection Fees	4,167	14,409	8,333	14,409	50,000	28.8%	
Cross Connection Fees	3,167	3,192	6,333	6,388	38,000	16.8%	
Penalties	10,000	11,328	20,000	20,295	120,000	16.9%	
Investment Earnings	8,333	55,883	16,667	130,020	100,000	130.0%	
Other Revenue Sources	164,833	81,334	329,667	161,456	1,978,000	8.2%	
Capital Projects	-	11,571	-	23,945	815,000	2.9%	
Total Water Fund	2,047,247	1,910,554	4,094,493	3,781,242	25,381,960	14.9%	16.7%
Motor Fuel Tax Fund	188,310	180,763	376,620	391,781	2,259,720	17.3%	
Community Dev. Block Grant Fund	30,633	11	61,267	34	367,600	0.0%	
Asset Seizure Fund	-	57,159	-	79,135	-	N/A	
Municipal Waste System Fund	272,916	296,665	545,832	555,833	3,274,990	17.0%	
NOW Arena Operating Fund	327,433	268,753	654,867	582,348	3,929,200	14.8%	
NOW Arena Activity Fund	1,245,597	1,206,412	2,491,193	1,206,412	14,947,160	8.1%	
Stormwater Management	215,000	51,000	430,000	102,897	2,580,000	4.0%	
Insurance Fund	173,270	176,165	346,540	353,598	2,079,240	17.0%	
Roselle Road TIF	70,000	10,268	140,000	23,412	840,000	2.8%	
Barrington/Higgins TIF	-	6,853	-	13,475	-	N/A	
Lakewood Center TIF	46,250	2,221	92,500	4,912	555,000	0.9%	
Higgins-Old Sutton TIF	210,682	342	421,363	759	2,528,180	0.0%	
Stonington-Pembroke TIF	37,015	-	74,030	-	444,180	0.0%	
Higgins/Hassell TIF	38,125	168,681	76,250	171,218	457,500	37.4%	
Information Technology	284,719	287,401	569,438	576,416	3,416,630	16.9%	
Total Spec Rev. & Int. Svc. Fund	3,139,950	2,712,695	6,279,900	4,062,230	37,679,400	10.8%	
TOTAL OPERATING FUNDS	12,297,103	11,400,355	21,544,707	18,578,444	136,037,210	13.7%	16.7%
2015A & C G.O. Debt Service	3,015	3,015	6,692	6,692	3,830,080	0.2%	
2015B G.O. Debt Service	-	-	-	-	123,300	0.0%	
2016 G.O. Debt Service	40,938	40,938	40,938	40,938	330,100	12.4%	
2017A & B G.O. Debt Service	-	-	-	-	176,550	0.0%	
2018 G.O. Debt Service	234,482	234,482	247,484	247,484	2,862,200	8.6%	
2019 G.O. Debt Service	-	-	-	-	136,710	0.0%	
TOTAL DEBT SERV. FUNDS	285,271	278,435	301,949	295,113	7,458,940	4.0%	16.7%
Central Rd. Corridor Fund	41.67	66	83	177	500	35.3%	
Hoffman Blvd Bridge Maintenance	-	1,191	-	2,635	-	N/A	
Western Corridor Fund	121,437.50	4,117	242,875	15,791	1,457,250	1.1%	
Prairie Stone Capital Fund	212,500.00	173,915	425,000	348,782	2,550,000	13.7%	
Central Area Rd. Impr. Imp. Fee	416.67	-	833	-	5,000	0.0%	
Western Area Traffic Impr.	-	48	-	125	-	N/A	
Western Area Traffic Impr. Impact Fee	16.67	5,174	33	9,985	200	4992.4%	
Capital Improvements Fund	489,166.67	398,879	978,333	799,835	5,870,000	13.6%	
Capital Vehicle & Equipment Fund	492,435.00	296,242	984,870	591,441	5,909,220	10.0%	
Capital Replacement Fund	8,333.33	33,881	16,667	71,803	100,000	71.8%	
2019 Project Fund	-	2,773	-	4,822	-	N/A	
2023 Project Fund	825,000.00	-	1,650,000	-	9,900,000	0.0%	
Road Improvement Fund	603,645.83	587,981	1,207,292	1,164,800	7,243,750	16.1%	
TOTAL CAP. PROJECT FUNDS	2,752,993	1,504,268	5,505,987	3,010,196	33,035,920	9.1%	16.7%
Police Pension Fund	673,251	1,046,508	1,346,502	1,133,874	8,079,010	14.0%	
Fire Pension Fund	564,758	638,194	1,129,515	732,298	6,777,090	9.1%	
TOTAL TRUST FUNDS	1,238,008	1,684,702	2,476,017	1,866,172	14,856,100	12.6%	16.7%
TOTAL ALL FUNDS	16,573,376	14,867,761	29,828,659	23,749,926	191,388,170	12.4%	16.7%

OPERATING REPORT SUMMARY

EXPENDITURES

February 29, 2024

	<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	37,822	30,616	75,643	51,093	453,860	11.3%	
Administration	100,938	102,370	201,877	184,896	1,211,260	15.3%	
Legal	43,058	152,355	86,115	159,640	516,690	30.9%	
Finance	114,306	106,677	228,612	216,513	1,371,670	15.8%	
Village Clerk	22,120	21,069	44,240	40,253	265,440	15.2%	
Human Resource Mgmt.	64,932	50,083	129,863	103,892	779,180	13.3%	
Communications	45,448	39,366	90,897	75,150	545,380	13.8%	
Emergency Operations	8,449	3,521	16,898	45,177	101,390	44.6%	
Total General Admin.	437,073	506,058	874,145	876,612	5,244,870	16.7%	16.7%
Police Department							
Administration	155,563	166,692	311,125	288,072	1,866,750	15.4%	
Juvenile Investigations	58,195	67,345	116,390	103,909	698,340	14.9%	
Tactical	96,581	104,737	193,162	163,155	1,158,970	14.1%	
Patrol and Response	1,174,060	1,269,081	2,348,120	2,041,258	14,088,720	14.5%	
Traffic	93,227	100,494	186,453	140,884	1,118,720	12.6%	
Investigations	135,738	144,167	271,477	231,382	1,628,860	14.2%	
Community Relations	1,067	1,727	2,133	1,727	12,800	13.5%	
Communications	32,667	65,391	65,333	98,087	392,000	25.0%	
Canine	16,374	8,651	32,748	8,701	196,490	4.4%	
Special Services	19,084	36,434	38,168	44,429	229,010	19.4%	
Records	33,066	32,517	66,132	67,599	396,790	17.0%	
Administrative Services	121,253	105,362	242,505	212,821	1,455,030	14.6%	
Total Police	1,936,873	2,102,599	3,873,747	3,402,024	23,242,480	14.6%	16.7%
Fire Department							
Administration	87,276	88,856	174,552	175,365	1,047,310	16.7%	
Public Education	9,048	4,745	18,095	9,599	108,570	8.8%	
Suppression	898,133	871,375	1,796,265	1,466,098	10,777,590	13.6%	
Emer. Med. Serv.	912,173	790,789	1,824,345	1,315,629	10,946,070	12.0%	
Prevention	54,666	39,349	109,332	63,138	655,990	9.6%	
Fire Stations	4,475	3,848	8,950	4,226	53,700	7.9%	
Total Fire	1,965,769	1,798,963	3,931,538	3,034,053	23,589,230	12.9%	16.7%
Public Works Department							
Administration	30,124	30,111	60,248	59,062	361,490	16.3%	
Snow/Ice Control	174,318	457,329	348,635	751,373	2,091,810	35.9%	
Traffic Operations	117,234	84,144	234,468	154,350	1,406,810	11.0%	
Forestry	188,588	68,660	377,177	131,142	2,263,060	5.8%	
Facilities	108,544	98,809	217,088	137,553	1,302,530	10.6%	
Fleet Services	137,733	182,696	275,467	252,538	1,652,800	15.3%	
F.A.S.T.	19,983	10,357	39,965	19,601	239,790	8.2%	
Storm Sewers	19,853	13,169	39,707	22,731	238,240	9.5%	
Total Public Works	796,378	945,275	1,592,755	1,528,351	9,556,530	16.0%	16.7%

OPERATING REPORT SUMMARY
EXPENDITURES
February 29, 2024

	<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	37,848	38,865	75,697	77,484	454,180	17.1%	
Planning & Transportation	80,823	82,424	161,645	142,782	969,870	14.7%	
Code Enforcement	152,467	133,706	304,933	270,277	1,829,600	14.8%	
Engineering	139,797	126,670	279,593	239,421	1,677,560	14.3%	
Economic Development	98,618	45,125	197,237	92,558	1,183,420	7.8%	
Total Development Services	509,553	426,790	1,019,105	822,522	6,114,630	13.5%	16.7%
Health & Human Services	128,305	101,029	256,610	196,450	1,539,660	12.8%	16.7%
Miscellaneous							
4th of July	24,919	24,919	26,807	26,807	213,930	12.5%	
Police & Fire Comm.	8,686	4,395	17,372	4,903	104,230	4.7%	
Misc. Boards & Comm.	27,168	15,206	54,337	25,441	326,020	7.8%	
Misc. Public Improvements	770,616	594,713	1,541,232	1,189,425	9,247,390	12.9%	
Total Miscellaneous	831,389	639,232	1,639,747	1,246,576	9,891,570	12.6%	16.7%
Total General Fund	6,605,339	6,519,947	13,187,647	11,106,587	79,178,970	14.0%	16.7%
Water & Sewer Fund							
Water Department	1,192,546	1,117,153	2,385,092	1,458,188	14,310,550	10.2%	
Sewer Department	216,554	204,162	433,108	370,015	2,598,650	14.2%	
Billing Division	98,008	91,960	196,015	175,625	1,176,090	14.9%	
Debt Service Division	-	-	59,998	59,998	143,000	42.0%	
Capital Projects Division	141,985	141,985	141,985	141,985	8,778,740	1.6%	
2015 Bond Capital Projects	-	-	-	-	423,400	0.0%	
2017 Bond Capital Projects	15,279	15,279	15,279	15,279	1,298,870	1.2%	
2018 Bond Capital Projects	-	-	-	-	247,640	0.0%	
2019 Bond Capital Projects	96,674	96,674	96,674	96,674	622,520	15.5%	
Operating Transfers	16,667	16,667	33,333	33,334	200,000	16.7%	
Total Water & Sewer	1,777,713	1,683,881	3,361,485	2,351,099	29,799,460	7.9%	16.7%
Motor Fuel Tax	204,503	204,503	387,836	387,836	2,325,000	16.7%	
Community Dev. Block Grant Fund	-	-	-	-	367,600	0.0%	
Asset Seizure Fund	12,292	8,722	24,583	17,015	147,500	11.5%	
Municipal Waste System	270,199	70,046	540,398	140,091	3,242,390	4.3%	
NOW Arena Operating Fund	330,151	2,880	660,302	58,665	3,961,810	1.5%	
NOW Arena Activity Fund	1,245,597	1,020,148	2,491,193	1,020,148	14,947,160	6.8%	
Stormwater Management	214,550	781,117	429,100	781,117	2,574,600	30.3%	
Insurance	179,789	198,807	359,578	1,068,186	2,157,470	49.5%	
Information Technology	280,528	214,407	561,055	277,759	3,366,330	8.3%	
Roselle Road TIF	11,515	33,399	23,030	43,399	138,180	31.4%	
Barrington/Higgins TIF	24,292	-	48,583	-	291,500	0.0%	
Lakewood Center TIF	24,098	875	48,197	10,875	289,180	3.8%	
Higgins-Old Sutton TIF	210,682	-	421,363	-	2,528,180	0.0%	
Higgins/Hassell TIF	43,598	322,068	87,197	322,068	523,180	61.6%	
Stonington/Pembroke TIF	37,015	-	74,030	2,870	444,180	0.6%	
TOTAL OPERATING FUNDS	11,471,859	11,060,800	22,705,577	17,587,717	146,282,690	12.0%	16.7%

OPERATING REPORT SUMMARY

EXPENDITURES

February 29, 2024

	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>		<u>ANNUAL</u>	<u>%</u>	<u>BENCH- MARK</u>
	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BUDGET</u>		
2015A G.O. Debt Service	-	-	-	-	3,830,080	0.0%	
2015 G.O. Debt Service	-	-	-	-	123,300	0.0%	
2016 G.O. Debt Service	-	-	-	-	330,100	0.0%	
2017A & B G.O. Debt Service	-	-	-	-	176,550	0.0%	
2018 G.O. Debt Service	-	-	-	-	2,862,200	0.0%	
2019 G.O. Debt Service	-	-	-	-	136,710	0.0%	
TOTAL DEBT SERV. FUNDS	-	-	-	-	7,458,940	0.0%	16.7%
Western Corridor Fund	118,938	118,938	237,875	237,876	1,427,250	16.7%	
Hoffman Blvd Bridge Maintenance	3,333	-	6,667	-	40,000	0.0%	
Prairie Stone Capital	270,833	1,667	541,667	3,334	3,250,000	0.1%	
Western Area Rd Improve Imp. Fee	17	-	33	-	200	0.0%	
Capital Improvements Fund	503,438	231,225	1,006,875	360,496	6,041,250	6.0%	
Capital Vehicle & Equipment Fund	492,018	22,651	984,037	323,504	5,904,220	5.5%	
Capital Replacement Fund	166,667	166,667	333,333	333,334	2,000,000	16.7%	
2023 Project Fund	825,000	-	1,650,000	-	9,900,000	0.0%	
Road Improvement Fund	693,021	400,688	1,386,042	493,654	8,316,250	5.9%	
TOTAL CAP. PROJECT FUNDS	3,073,264	941,836	6,146,528	1,752,198	36,879,170	4.8%	16.7%
Police Pension Fund	758,163	773,932	1,516,327	1,549,868	9,097,960	17.0%	
Fire Pension Fund	670,389	14,432	1,340,778	14,432	8,044,670	0.2%	
TOTAL TRUST FUNDS	1,428,553	788,363	2,857,105	1,564,300	17,142,630	9.1%	16.7%
TOTAL ALL FUNDS	15,973,676	12,790,999	31,709,211	20,904,215	207,763,430	10.1%	16.7%



2024 FEBRUARY MONTHLY REPORT

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Project Activities

- Zoom Phone Project: Completed deployment of new phones throughout the Village facilities.
- FinancePLUS 5.2 Upgrade: Testing is in full swing, and we continue to work through known issues.

CentralSquare

PLUS Applications

- Created 2024 Business Tax Returns for all businesses subject to business taxes.
- Identified issue with the Defined Destination printing in 5.2 and provided information to Support to help with resolution.
- Compiled a testing plan for 5.2 and shared it with staff involved in testing.
- Met several times with CST 5.2 upgrade team to review status of known issues and to test and work through questions that arose.
- 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.
- Worked with CST Cognos Support to test Cognos 11 in the new 5.2/9.2 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.

Community Development Applications

- 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.
- Added new employees to Community Development environment.

GovQA

- Removed access for terminated employees.
- Added access for new employees.

Administration

- Prepared monthly report.
- Processed Payroll for department employees on February 5 and 19, 2024.

Training

- Assisted staff with setting up training for new environment being rolled out in the coming months to the GovQA environment.

Meetings

- Met several times during the month with the IT Director to review project status and issues of note.
- Participated in 5.2 Upgrade Project meetings every other Monday, as well as several additional times as issues needed attention.
- Met with Finance Department staff to review progress on 5.2 testing and to provide clarification on testing necessary.

Project Activities

Project – Phone System Replacement

- The IT Department has completed the Phone System migration for all 7 of the Village's locations with the NOWArena being the last site to be migrated over before the project is complete. The new phone system is cloud based and does not require any on-site hardware to operate so the IT Department was able to remove 7 phone gateways as well as 2 ESXi virtual servers. Training links were found and provided to end-users on how to operate their new phones. Some end-users chose to test out the new Zoom Desktop application which can eliminate the need for a physical phone and the department is awaiting feedback on how the new application works. Also, the IT Department assisted many users with installing and configuring the Zoom app for their cell phones. The cell phone app allows for seamless mobility from the Desk phone to the cell phone app or vice versa.

Project – Network Switch Replacement

- This massive project being conducted by the IT Department is on-going. Technicians have begun installing the new hardware and connecting spare fiber connections to test connectivity. Routing configurations and testing are still on-going. This project will also require entirely new IP subnets to be created and implemented for all locations.

Project – Wireless Microwave Replacement

- The Village currently operates 5 Wireless Microwave Point to Point links that provide access to our network. Four of the links are used as backup links in case the primary fiber underground gets damaged. Fire Station 23 currently uses the 5th link as their only current connection to the Village. These microwave radios have been in place for 6 years and are due for a hardware refresh. This project will include replacing the radios/antennas for all 5 current links as well as adding a new link from Aster Water tower to the Police Department.

Security and Other Updates

- Located and tested multiple fiber strands that are connected between multiple Village locations.
- IT staff began uninstalling all Fortinet EDR security software from all PC's and servers and installing CrowdStrike Falcon. CrowdStrike is provided by the state for Local governments to use for their security EDR solution. The state also provides free

monitoring of this solution so if there were any security incidents the state can assist in remediating the issue.

- IT staff assisted with the configurations of new copiers that the Village received from ProvenIT.

IT Training

- Worked with members of the Fire Department to train them how to use the Medix Narcotics safes.
- Worked with multiple Village staff on how to utilize the new phone system.
- Completed 5 new user orientations.

IT Meetings

- Met with Dell representatives to discuss upcoming Microsoft EA license agreements.
- Held weekly status meetings with Zoom to discuss the on-going phone system migrations.
- Met with Public Works to discuss current SCADA security status.
- Met with Schaumburg Police and Scientel Solutions to discuss installing and sharing cameras on the Aster Water Tower

System and Data Functions



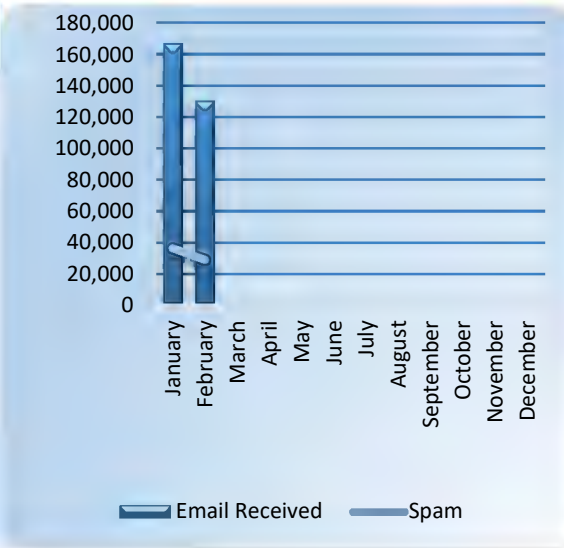
Sentinel IPS Attack Report

External parties attacked the Village network 20,067 times during the month of February.



Email Spam Report

Month	Email		Percent Spam
	Received	Spam	
January	166,688	36,335	22%
February	130,161	28,943	22%
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
Total	296,849	65,278	22%




Darek Raszka, Director of Information Technology

VILLAGE OF HOFFMAN ESTATES

Memo

TO: Finance Committee

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

RE: **OWNER'S REPRESENTATIVE MONTHLY REPORT**
MARCH 2024

DATE: March 21, 2024

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 only FY23 budgeted capital project left to complete is Phase II of the landscape project. It was planned to complete Phase II of this project in the spring planting season later this year.
4. One of the FY24 arena capital improvements includes renovation of the north elevator. Staff is working on this issue and will bring the matter to Committee/Village Board in March or April.
5. The emergency generator needs repair. Due to its critical use in power outage situations, the Village Manager authorized an emergency expenditure to start this repair. Ratification of this expense was approved at the March 4 Village Board meeting. This repair is scheduled for March 19 and should be completed by March 20.
6. The walk-in coolers that serve the three concession stands on the concourse needed repair. The Village Board authorized repair at the meeting on January 15. That work was completed the week of March 4 and the coolers are in service.
7. Conducted bi-weekly meetings with Public Works Facilities and Arena staff regarding building and maintenance items.
8. Meet regularly with Ben Gibbs, General Manager to discuss operational items and events at the arena.
9. The Hideaway Beer Garden has closed for the season. Check out the arena website for opening day in 2024. Staff continues to schedule events for next year.

Attachment

cc: Ben Gibbs, General Manager (OVG)

Now Arena
General Manager Update
 March 2024 Update

Event Highlights	Notes
March 1: Windy City Bulls March 4: IHSA Super Sectional March 12: Windy City Bulls March 14: Windy City Bulls March 22-24: Cirque Du Soleil March 29: Windy City Bulls March 30: Windy City Bulls	
Finance Department	
General	Arena Finished January Financials
Monthly Financial Statement	Building Event Revenue YTD: \$481,963
	Building Sponsor/Other Revenue YTD: \$36,040
	Building Expenses YTD: \$331,739
	Building Income YTD: \$186,264 vs Budget \$127,847
Operations Department	
General	Ice Plant maintenance has been completed successfully, and ready for Cirque Du Soleil. Prepping beer garden for the season.
Positions to Fill	N/A
Third Party Providers	N/A
Village Support	Working with PW to install new security booth at loading dock as well as determining solution for addressing the hill degradation adjacent to the loading dock.
Events Department	
General	Event Managers advancing shows with promoers for Windy City Bulls Season, Cirque, High School Graduations, CAC Gala and PCB Bull Riding
Positions to Fill	Event Manager
Marketing Department	
General	Promoting upcoming events at Hideaway Brew Garden
Positions to Fill	N/A
Group Sales Department	
General	Group sales will be handled by a third party company.
Box Office Department	
General	N/A
Food & Beverage Department	
General	Preparing for Cirque and finalizing beer garden menu
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: \$19,703
	Suites Sales: \$10,437
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.