

AGENDA
PLANNING, BUILDING AND ZONING COMMITTEE
Village of Hoffman Estates
March 16, 2015

7:00 P.M. - Helen Wozniak Council Chambers

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

I. Roll Call

II. Approval of Minutes - February 9, 2015

NEW BUSINESS

1. Request approval of:
 - a) a Lease Agreement with Dasbier Garden, LLC to allow a beer garden to sell food and beverage from the Village Green/concession stand from May through October 2015, and
 - b) amendments to the Village code to add an Outdoor Food Service Establishment business license category and to establish a new Class "I" Liquor License.
2. Request approval of an ordinance adding a Wholesale Vehicle Auction House use to the list of business licenses and establishing a Wholesale Vehicle Auction House transfer tax.
3. Request approval of a resolution adopting the 2015 zoning map.
4. Request acceptance of a temporary construction easement and a permanent traffic signal easement with BBCN Bank, successor by merger with Foster Bank (1070 North Roselle Road) to allow installation of a traffic signal at the Golf Center Shopping Center entrance from Roselle Road.
5. Request authorization to replace Code Enforcement Division vehicle Unit 99 through the Northwest Municipal Conference Suburban Purchasing Cooperative in an amount not to exceed \$14,500.
6. Request acceptance of Department of Development Services monthly report for Planning Division.
7. Request acceptance of Department of Development Services monthly report for Code Enforcement Division.
8. Request acceptance of Department of Development Services monthly report for Economic Development and Tourism.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

**PLANNING, BUILDING & ZONING
COMMITTEE MEETING MINUTES**

February 9, 2015

I. Roll Call

Members in Attendance:

**Karen Mills, Chairperson
Gary Stanton, Trustee
Anna Newell, Trustee
Gary Pilafas, Trustee
Michael Gaeta, Trustee
William D. McLeod, Village President**

Members Absent:

Gayle Vandenberg, Trustee

**Management Team Members
in Attendance:**

**Jim Norris, Village Manager
Arthur Janura, Corporation Counsel
Mark Koplín, Asst. Vlg. Mgr. – Dev. Services
Peter Gugliotta, Director of Planning
Kevin Kramer, Economic Development Coord.
Patrick Seger, Director of HRM
Michael Hankey, Director of Transportation
Bruce Anderson, CATV Coordinator
Ashley Monroe, Asst. to Village Manager
Austin Pollack, Administration Intern
Clayton Black, Development Services Analyst
Patti Cross, Asst. Corporation Counsel
Fred Besenhoffer, IS Director**

The Planning, Building & Zoning Committee meeting was called to order at 7:09 p.m.

II. Approval of Minutes

Motion by Trustee Gaeta, seconded by Trustee Newell, to approve the Planning, Building & Zoning Committee meeting minutes of January 12, 2015. Voice vote taken. All ayes. Motion carried.

NEW BUSINESS

1. Discussion regarding the existing nonconforming driveways policy.

An item summary sheet from Pete Gugliotta and Josh Edwards was presented to Committee.

Peter Gugliotta addressed the Committee and stated this policy was last approved in 2012 and outlines the policy that staff is currently using. Each year, several nonconforming driveways are corrected through this policy and staff foresees no issues with its continued implementation indefinitely.

Motion by Mayor McLeod, seconded by Trustee Pilafas, to continue enforcing the existing nonconforming driveways policy indefinitely. Voice vote taken. All ayes. Motion carried.

2. Request acceptance of Department of Development Services monthly report for Planning Division

The Department of Development Services monthly report for Planning Division was submitted to the Committee.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to accept the Department of Development Services monthly report for Planning Division. Voice vote taken. All ayes. Motion carried.

3. The Department of Development Services monthly report for Code Enforcement Division was submitted to the Committee.

The Department of Development Services monthly report for Code Enforcement Division was submitted to the Committee.

Motion by Trustee Gaeta, seconded by Trustee Newell, to accept the Department of Development Services monthly report for Code Enforcement Division. Voice vote taken. All ayes. Motion carried.

4. Request acceptance of Department of Development Services monthly report for Economic Development and Tourism.

The Department of Development Services monthly report for Economic Development and Tourism was submitted to the Committee.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to accept the Department of Development Services monthly report for Economic Development and Tourism. Voice vote taken. All ayes. Motion carried.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to adjourn the meeting at 7:19 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Debbie Schoop, Executive Assistant

Date

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of:
a) a Lease Agreement with Dasbier Garden, LLC to allow a beer garden to sell food and beverage from the Village Green/concession stand from May through October 2015, and
b) amendments to the Village code to add an Outdoor Food Service Establishment business license category and to establish a new Class "I" Liquor License

MEETING DATE: March 16, 2015

COMMITTEE: Planning, Building and Zoning

FROM: *M.K.* Mark Koplin/Kevin Kramer/Patricia Cross

REQUEST: Request approval of:
a) a Lease Agreement with Dasbier Garden, LLC to allow a beer garden to sell food and beverage from the Village Green/concession stand from May through October 2015, and
b) amendments to the Village code to add an Outdoor Food Service Establishment business license category and to establish a new Class "I" Liquor License.

BACKGROUND: In 2012, a business group in Milwaukee approached the Milwaukee County Parks about a concept of establishing an outdoor German style beer garden in one of their parks. This venture was very successful and will begin its fourth year, with beer gardens now established in two additional parks and a traveling beer garden for other parks. The business group shares revenue with the County to pay "rent". The County received \$80,000 in the first summer, increasing to \$120,000 in 2013. Since 2012, these beer gardens have generated almost \$400,000 for Milwaukee County.

Andrew Hartman became aware of the success of the beer garden in Milwaukee, has formed an LLC, and proposes a similar concept in the northwest suburbs. After looking at various sites, he identified the Village Green in Prairie Stone as an ideal site due to its location, access to major roads, daytime population base, proximity to the Sears Centre, existing concession building, and overall strong demographics in the surrounding area.

At the May 2014, Planning, Building and Zoning Committee meeting, Mr. Hartman presented his proposal for the Village Green Beer Garden, but requested that the approval be pulled from the subsequent Village Board meeting because it was too late in the year to initiate the proposal and be successful.

DISCUSSION:

Andrew Hartman of Lakewood, IL represents Dasbier Garden, LLC as incorporated with the State of Illinois. Approval of the beer garden would require approval of a lease to use the Village Green and approval of a new business license category for Outdoor Food Service Establishments and Class I Liquor License.

Village Green Lease

Mr. Hartman proposes to operate a seasonal beer garden at the Village Green from May through October 2015. It would be open seven days a week from 11:00 a.m. to 10:00 p.m, with exclusions for the Northwest Fourth Fest and the Platzkonzert included in the agreement. However, at the Village's option, the beer garden could become a part of both festivals. Mr. Hartman appeared before the Fourth of July Commission, Arts Commission, and Platzkonzert Commission. All Commissions provided positive feedback and the Arts Commission allowed him to work with Levy on Thursday nights. Therefore, the beer garden would be allowed to remain open on Thursdays during Summer Concerts and they would work together with Levy to provide food and beverage services for patrons.

The attached Lease Agreement establishes the terms for both the Village and the LLC. A lease, rather than a license, is required for issuance of a State and Village liquor license. If this venture is successful in 2015, the LLC would need to request approval of a new or amended Lease Agreement prior to the 2016 season.

Sales of alcohol would end at 9:00 p.m. Mr. Hartman is seeking a family oriented clientele in the evenings and on weekends, and a lunchtime clientele from the surrounding businesses during the week. Patrons may purchase food or bring their own. In addition to beer, wine, and soft drinks, the menu will include German style pretzels, grilled hot dogs and German sausages, among other prepared items. The complete menu is attached as an exhibit to the agreement.

Mr. Hartman proposes to use the existing concession building, making some minor modifications to the interior, installing temporary equipment, and a temporary cooler in the storage room. None of the modifications are structural and would be easily reversible. As for the site, Mr. Hartman would bring picnic tables, umbrellas, traditional German banners, and a temporary sun shade over the outdoor eating area. To provide a better surface after rainfalls, Mr. Hartman would like to remove the grass and put down a crushed compacted limestone. The site plan attached to the lease shows a 4,000 square foot area to the east of the concession building. Should the beer garden become successful, Mr. Hartman would likely seek approval to increase the graveled area and add more picnic tables. He will be required to provide a deposit or letter of credit in the amount of \$10 per square yard (i.e. \$4,500 for 4,000 square feet).

Several questions raised last year have been addressed and incorporated in to the attached lease. Specifically, the Village could require wristbands depending on the success and number of patrons (particularly on weekends) and Mr. Hartman would need to provide several "No Glass Beyond This Point" signs. A signage plan is attached to the lease, and signs would be allowed in the right of way only during the season.

DISCUSSION: (Continued)

Mr. Hartman requested two new items in the lease. First, he would like the ability to bring a beer truck on weekends, again only if this becomes very successful and they cannot accommodate all customers from the concession building. The truck would use the sidewalk that we widened in 2014, and would need to be removed during the week. Second, this area could also accommodate a grill, of which Mr. Hartman would like to use for his food preparation. The lease provides him the option of constructing a small protective area around the grill, provided the drawings are approved by the Village, should he decide he needs it for security and safety.

Business License/Liquor License

The proposed use does not fit any of the existing business or liquor license categories currently included in the Village code. Thus, the Village would need to create new categories for both an Outdoor Food Service Establishment and a new type of liquor license for this use. Corporation Counsel and the Village Clerk suggest establishing a Class "I" license which would allow for the sale of beer and wine on the premises of the outdoor restaurant for six months from May through October. This license would be applicable only to Village owned sites.

A draft ordinance is attached which would amend the Village code to add a new business license category for the beer garden and to add a new Class I liquor license. Assistant Corporation Counsel recommends revisions to Sections 8-2-1, 8-3-15, 8-3-21, 8-3-22, 8-3-24, and 8-5-7.

Other changes referenced in the ordinance pertain to wholesale vehicle sales (a separate Planning, Building and Zoning Committee agenda item). Section 8-2-1 (Fees) also includes minor housekeeping items, as well as revisions to Sub-section D in Section 8-2-1 that clarify the Village's practice that all monies owed to the Village must be paid before any applicable business licenses may be renewed.

FINANCIAL IMPACT:

Mr. Hartman proposes to share revenues with the Village and cover any costs to modify the building and the site. The terms proposed include 10% of gross food and soft drink revenues to be paid monthly to the Village, as well as 20% of all alcohol sales. Mr. Hartman would also be responsible for restoration of the grass area at such time as the beer garden use does not continue and the gravel needs to be removed. The Lease Agreement calls for a cash deposit or letter of credit to guarantee these costs.

RECOMMENDATION:

Request approval of:

- a) a Lease Agreement with Dasbier Garden, LLC to allow a beer garden to sell food and beverage from the Village Green/concession stand from May through October 2015, and
- b) amendments to the Village code to add an Outdoor Food Service Establishment business license category and to establish a new Class "I" Liquor License.

Attachments

cc: Andrew Hartman (Dasbier Garden, LLC)

LEASE AGREEMENT
BETWEEN
VILLAGE OF HOFFMAN ESTATES
AND
DASBIER GARDEN, LLC

This Lease Agreement (“Agreement”) is made and entered into effective _____, 2015, by and between THE VILLAGE OF HOFFMAN ESTATES (“Village”) and DASBIER GARDEN, LLC (“Vendor”). Referenced together, the Village and the Vendor are the “Parties” to this Agreement.

WITNESSETH:

The Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

PROVISIONS:

1. Permitted Use: Vendor shall sell food and beverages, including alcoholic beverages served under a Class I license, at the 12.6 acre Village Green in the Prairie Stone Business Park (the “Premises”). The concession is a fair-weather operation scheduled to be open from 11:00 a.m. – 10:00 p.m., weather permitting. Vendor shall not dispense, distribute, or sell alcohol after 9:00 p.m. on any day. The times of operation may be modified upon the written approval of the Village. Both food and beverages shall be consumed on the Premises.

It is the responsibility of Vendor to manage the distribution of alcohol sold and to be consumed only on the site, and the Vendor is fully responsible for any incidents involving alcohol sold by Vendor at the Premises. Vendor shall monitor the service of alcoholic beverages, make sure no one under 21 years of age is drinking alcohol, and refuse service to people who appear to be intoxicated or using poor judgment in their consumption. The Vendor shall comply with all local and State laws, rules and regulations.

The Vendor may be permitted to operate on the Premises Monday through Sunday from May through October. Normal operations of food and beverage sales may not occur July 3, 2015 through July 6, 2015 nor on September 12, 2015, unless services of the Vendor are specifically requested by the Village. This Lease is non-exclusive and the Premises may be used by the public during the operation of the Vendor and the public shall have access to the public restrooms. Vendor shall be permitted to grill on a site approved by the Village and construct an enclosure around the grilling area for safety and security, provided the enclosure design is approved by the Village. Vendor may bring a beer trailer on the Premises only on the weekends with advanced notice to the Village.

2. Term: The Term of this Agreement shall be for the 2015 calendar year, subject to early termination as provided herein.
3. Payment: Vendor shall pay to Village at the end of each Sales Period a license fee of twenty percent (20%) of Gross revenue on all alcoholic beverage sales and ten percent (10%) of Gross revenue on all food and non-alcoholic beverage sales. “Gross” does not include sales or food and beverage taxes. “Sales Period” shall mean each calendar month during the length of this agreement; payment

due seven (7) days after the end of a Sales Period with the first reconciliation after the first full calendar month of operation.

Payment shall be made payable to: **Village of Hoffman Estates**, and deliver to: Finance Department, 1900 Hassell Road, Hoffman Estates, Illinois, 60169.

4. Sales Reports: Upon demand, Vendor agrees to compile and provide Village with a detailed summary report of all sales activities, a financial reconciliation of all moneys owed and paid, and remitted to the Village any additional amounts as may be required.
5. Permits, Licenses, and Other Costs: Vendor shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required for its activities including, but not limited to, a State and Village liquor license and a State of Illinois tax identification number.
6. Village Approval of Items to be Sold: Prior to any offer for sale, the Vendor shall provide Village with a list and pricing information for the products it intends to sell to the public. The attached Exhibit D: Food Menu shall be approved with this agreement. The Village maintains the right to prohibit the sale or rental of any item that it deems to be inappropriate. Should the Vendor desire to serve food prepared on a grill the location of the grill must be in substantial conformance with the Site Plan, attached as Exhibit B, or approved in writing by the Village Fire Chief. The grill may not be fueled by charcoal.
7. Amplified Music Restriction & Events: All amplified music, as well as ambient music, shall comply with the appropriate Village of Hoffman Estates noise ordinances. Any events, in the seating area, amphitheater or elsewhere on the Premises, beyond the standard operations must go through the special events process whereby notice is given at least seven (7) business days prior to the event. The Village Green remains a public space which can be reserved on a first come, first serve basis, should the Vendor require additional space for an event it shall reserve the space at the Village.
8. Signage: All proposed banners, signage and advertising on or within the Premises, temporary or portable structures, must be in substantial conformance to the Sign Plan, attached as Exhibit C and have a permit from the Village. Off-site signage shall be allowed only in the locations displayed in Exhibit C on the existing Village Green sign. These signs shall be of similar material as the "Village Green" sign. Vendor shall pay for all signage. Signage must be removed within two days of the expiration or cancellation of this agreement.
9. Payments for Utilities: Vendor shall pay to the Village the monthly sum of \$250 toward the cost of utilities. Payment due seven (7) days after the end of a Sales Period with the first reconciliation after the first calendar month of operation.
10. Cleaning of Public Restrooms: Vendor shall lock and unlock, as well as permit public access to, the restrooms during all hours of operation and provide daily maintenance and cleaning of the public restrooms during days of Vendor's operations. Vendor shall provide supplies for the restrooms. A key deposit of \$20.00 will be required should the locks need to be replaced.
11. Garbage: Vendor is responsible for maintaining the Premises in a state of cleanliness and repair. Vendor is also responsible for the collection and disposal of all trash, litter and garbage associated with its activities. If Vendor contracts with a commercial waste service, Groot shall be the provider of the service. Vendor may contract with the Sears Centre Arena for a fee of \$50 per month to

utilize their refuse services; if Vendor uses the Sears Centre Arena then the Vendor shall be responsible for delivering the trash each day to the dumpster.

12. Parking: The Village Green does not have any parking on site. However, the Village has a shared parking agreement with the properties to the east of the Village Green at the Park Center Commons. The parking lot has in excess of 1,000 parking spaces for the four office buildings comprising the Park Center Commons development. Parking is available for Village Green events subject to availability and prior notification. During weekdays, office uses have priority. Patrons of the Vendor shall use the designated parking spaces in the lot during normal business hours Monday through Friday.
13. Pest and Bug Control: The Village typically provides mosquito control two to four times during July and August. Vendor shall be responsible for any additional mosquito and pest control on the Premises, including but not limited to, the food preparation area, the storage area and the seating area.
14. Vendor's Obligations for Maintenance and Minor Repairs: Vendor shall maintain the Premises in good order and be responsible to ensure the facility is operational in a manner compliant with appropriate codes, laws, and regulations. Vendor shall make minor repairs to all plumbing, electrical and lighting (including the replacement of light bulbs), door latches and locks, windows and plate glass/plastic, and signage, where such repairs or replacement are to the existing items in place within the Premises or to those installed by Vendor. Vendor shall provide a refundable deposit or Letter of Credit, in the amount of \$1,000, for any changes or damages caused to the structure.
15. Access to Storage Room: Vendor shall be permitted to use the storage room on the north side of the building for a temporary refrigeration unit and any other such storage as may be necessary for the daily operations.
16. Site Restoration: Vendor and Village shall together participate in a pre-season and post-season inspection of the Premises, including the turf and concession building. The Village agrees that a crushed stone may be used to replace the existing grass up to 4,000 square feet in the area shown on Exhibit B. If stone is used it shall be a 3 inch gravel base with 3 inches of limestone screenings as the top layer. The Vendor may make these changes at its expense. A deposit or letter of credit in an amount of \$10.00 per square yard (\$4,500) shall be provided to guarantee restoration of the grass when gravel is removed. The Vendor may increase the crushed stone area only with written permission from the Village and another deposit or letter of credit for site restoration. Any damage resulting from the changes made by Vendor shall be replaced or restored at Vendor's expense. At the end of the season if this Agreement is not renewed the Vendor shall restore the concession building and the site; replace the top soil, seed with fescue mix and water, at their cost.
17. Site Damage: Vendor shall be responsible for damage at the Premise. Within fourteen (14) days of the discovery of any such damage, the Premises shall be restored to the satisfaction of the Village.
18. Temporary Structures: Vendor shall be allowed to construct temporary sun shades and umbrellas on the Premises, in accordance with the Site plan, attached as Exhibit B, at its expense. All tables, benches and temporary structures shall remain open at all times for public use. Any temporary structure shall be removed within seven (7) days upon the expiration or termination of this Agreement.

19. Removal of Equipment and Supplies: Upon expiration or termination of this Agreement for any reason, Vendor shall remove, at its costs, all of its supplies, equipment, displays, and related items from the Premises within fourteen (14) days of the expiration or termination date, and shall restore the Premises to its prior condition, in a condition satisfactory to the Village. Any supplies, equipment, displays or personal items not removed from the Premises after fourteen (14) days become the property of the Village.
20. Security: Vendor shall be responsible for all patrons and customers. Unarmed security personnel are permitted within the Premises for the purposes of checking identification and general observation.
21. Inspection by Village: Village shall retain at all times ownership and access rights to enter into and upon the Premises to examine and inspect the condition thereof; provided, however, such entry shall be done in such a manner that it does not unreasonably interfere with the conduct of Vendor's use of the Premises.
22. Interest: Unless waived by the Corporate Authorities of the Village of Hoffman Estates, Vendor shall be responsible for payment of interest on amounts not remitted in accordance with this Agreement. The rate of interest shall be one-percent (1%) per month or fraction of a month. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
 - a. Penalty: In addition to the interest described above, Vendor shall be responsible for payment of penalty on amounts not remitted in accordance with this Agreement. The penalty shall be 0.5% per month, or fraction of a month. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
 - b. Audit Results: If, as a result of the annual audit required herein, additional amounts are disclosed to be due and owing to the Village, interest and penalty shall be calculated thereon in accordance with the above method. Vendor shall remit to the Village any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by the Village.
 - c. Nonexclusivity: This provision permitting collection of interest and penalty by the Village on delinquent payments is not to be considered the Village's exclusive remedy for Vendor's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by the Village of any other remedy permitted under this Agreement, including but not limited to termination of this Agreement.
23. Audit: Vendor shall allow Village when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by Vendor, including but not limited to, handwritten, typed or printed pages, maps, chart, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Agreement, all at no cost to Village. Any subcontracting by Vendor in performing the duties described under this Agreement shall subject the subcontractors and/or associates to the same audit terms and conditions as the Vendor. Vendor (or a subcontractor) shall maintain and make available to Village the

aforementioned audit information for no less than three years after the conclusion of this Agreement.

24. **Insurance:** Village shall have no responsibility for any loss or damage to Vendor's personal property while in use or stored at or on the Premises. The Vendor agrees to hold the Village harmless and indemnify the village for any loss or damage to personal property located on the Premises. Vendor shall maintain comprehensive liability, dram shop, workers compensation and automobile liability insurance as required below. Vendor shall provide the Village with evidence of said coverage's in the following minimum amounts.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 Per Occurrence
Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$3,000,000 General Aggregate
Automobile Liability	
Bodily Injury & Personal Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and or hired Uninsured Motorists	
Liquor Liability	\$1,000,000 Per Occurrence
Illinois Worker's Compensation	Statutory
Employers' Liability	\$100,000/\$500,000/\$100,000

Village of Hoffman Estates and Prairie Stone Property Owners Association shall be named insured on all insurance policies. A waiver of subrogation for Workers Compensation by endorsement in favor of Village of Hoffman Estates shall be provided. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. Copies of policies for the above coverages shall be submitted for review and approval by the Village before the Premises can be used by the Vendor.

Additional information as to policy form, retroactive date, discover provisions and applicable retentions shall be submitted to Village. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Village for approval prior to the commencement of activities under the Agreement.

Compliance with the insurance requirements contained within this Agreement is subject to acceptance by the Village Risk Manager.

25. **Indemnification:** To the fullest extent permitted by law, Vendor shall indemnify the Village for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to the Premises, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the Vendor, its agents, or employees. Vendor shall, at its own expense, investigate all claims and demands, attend to their

settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.

26. Assignment and Subletting: Vendor may not assign this Agreement in whole or in part.
27. Termination: Either Party at its sole and absolute discretion may terminate this Agreement at any time upon twenty-one (21) days notice.
28. Partnership: Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between Village or its successors or assigns and Vendor or its successors or assigns. This Lease Agreement does not create the relationship of principal and agent.
29. Beneficiary: There is no third party beneficiary.
30. Authority: Vendor is a limited liability company, each individual executing this Agreement on behalf of Vendor represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, limited liability company or other entity, as the case may be, and that this Agreement is binding upon said corporation in accordance with its terms without the joinder or approval of any other person.
31. Severability. In the event any phrase, paragraph, article, or portion of this Agreement is found to be invalid or illegal by any court of competent jurisdiction, such finding of invalidity as to that portion shall not affect the validity, legality, or enforceability of the remaining portions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

DASBIER GARDEN, LLC

By _____ Date _____
Andrew Hartman
Managing Agent
9196 Falcon Greens Drive
Lakewood, IL 60014

Village of Hoffman Estates

By _____ Date _____
William D. McLeod
Village President

Attest:

By _____ Date _____
Village Clerk

Exhibit A: Village Green Legal Description

VILLAGE GREEN

THAT PART OF LOT 4G IN RESUBDIVISION OF LOT 4 IN SEARS BUSINESS PARK, BEING A RESUBDIVISION IN SECTIONS 31 AND 32, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN AND IN SECTION 4, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED AUGUST 6, 1991 AS DOCUMENT NUMBER 91396712, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4G; THENCE SOUTH 58 DEGREES 11 MINUTES 40 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 4G, 358.36 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 58 DEGREES 11 MINUTES 40 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 4G, 135.90 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 4G, BEING A CURVED LINE CONVEX SOUTHERLY, HAVING A RADIUS OF 2340.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 1609.39 FEET TO A POINT ON SAID SOUTHERLY LINE, SAID POINT BEING AN ARC DISTANCE OF 437.69 FEET, AS MEASURED ALONG THE SOUTHERLY LINE OF SAID LOT 4G, EASTERLY OF THE SOUTHWEST CORNER OF SAID LOT 4G (THE CHORD OF SAID ARC OF 1609.39 FEET IN LENGTH BEARS SOUTH 77 DEGREES 53 MINUTES 53 SECONDS WEST, 1577.86 FEET); THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 266.00 FEET, AN ARC DISTANCE OF 109.42 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS NORTH 67 DEGREES 13 MINUTES 48 SECONDS EAST, 108.65 FEET); THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 272.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 82.61 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS NORTH 64 DEGREES 08 MINUTES 48 SECONDS EAST, 82.30 FEET); THENCE NORTHERLY ALONG A CURVED LINE CONVEX EASTERLY, HAVING A RADIUS OF 93.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 189.22 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS NORTH 14 DEGREES 33 MINUTES 33 SECONDS EAST, 158.23 FEET); THENCE NORTHERLY ALONG A CURVED LINE CONVEX WESTERLY, HAVING A RADIUS OF 66.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 119.98 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS NORTH 08 DEGREES 21 MINUTES 03 SECONDS EAST, 104.13 FEET); THENCE NORTHERLY ALONG A CURVED LINE CONVEX EASTERLY, HAVING A RADIUS OF 134.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 217.43 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS NORTH 13 DEGREES 56 MINUTES 52 SECONDS EAST, 194.35 FEET); THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 150.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 49.33 FEET (THE CHORD OF SAID ARC BEARS NORTH 23 DEGREES 06 MINUTES 52 SECONDS WEST, 49.11 FEET); THENCE NORTH 66 DEGREES 01 MINUTES 36 SECONDS EAST, 25.02 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 70.00 FEET, AN ARC DISTANCE OF 65.34 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 54 DEGREES 50 MINUTES 22 SECONDS EAST, 62.99 FEET); THENCE SOUTH 81 DEGREES 34 MINUTES 44 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 62.28 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 67.63 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS SOUTH 62 DEGREES 12 MINUTES 16 SECONDS EAST, 66.35 FEET); THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST

DESCRIBED POINT, AN ARC DISTANCE OF 29.12 FEET TO A POINT OF COMPOUND CURVATURE (THE CHORD OF SAID ARC BEARS SOUTH 51 DEGREES 10 MINUTES 19 SECONDS EAST, 29.02 FEET); THENCE EASTERLY ALONG A CURVED LINE CONVEX SOUTHERLY, HAVING A RADIUS OF 10.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 10.48 FEET TO A POINT OF COMPOUND CURVATURE (THE CHORD OF SAID ARC BEARS SOUTH 89 DEGREES 33 MINUTES 04 SECONDS EAST, 10.01 FEET); THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 38.67 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 49 DEGREES 19 MINUTES 59 SECONDS EAST, 38.43 FEET); THENCE NORTH 38 DEGREES 15 MINUTES 14 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 32.27 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHERLY, HAVING A RADIUS OF 170.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 148.20 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 63 DEGREES 13 MINUTES 40 SECONDS EAST, 143.55 FEET); THENCE NORTH 88 DEGREES 12 MINUTES 07 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 46.06 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 70.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 111.96 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 42 DEGREES 22 MINUTES 58 SECONDS EAST, 100.40 FEET); THENCE NORTH 03 DEGREES 26 MINUTES 10 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 68.02 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 85.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 24.50 FEET (THE CHORD OF SAID ARC BEARS NORTH 04 DEGREES 49 MINUTES 21 SECONDS EAST, 24.42 FEET); THENCE SOUTH 32 DEGREES 22 MINUTES 22 SECONDS EAST, 398.74 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 110.28 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 63 DEGREES 58 MINUTES 02 SECONDS EAST, 104.78 FEET); THENCE NORTH 84 DEGREES 26 MINUTES 18 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 159.71 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVED LINE CONVEX NORTHERLY, HAVING A RADIUS OF 250.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 52.33 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 89 DEGREES 33 MINUTES 56 SECONDS EAST, 52.23 FEET); THENCE SOUTH 83 DEGREES 34 MINUTES 10 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 61.97 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVED LINE CONVEX SOUTHERLY, HAVING A RADIUS OF 250.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 69.48 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 88 DEGREES 28 MINUTES 09 SECONDS EAST, 69.25 FEET); THENCE NORTH 80 DEGREES 30 MINUTES 28 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 70.54 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVED LINE CONVEX NORTHERLY, HAVING A RADIUS OF 200.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 41.72 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 86 DEGREES 29 MINUTES 02 SECONDS EAST, 41.65 FEET); THENCE SOUTH 87 DEGREES 32 MINUTES 24 SECONDS EAST, 124.64 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

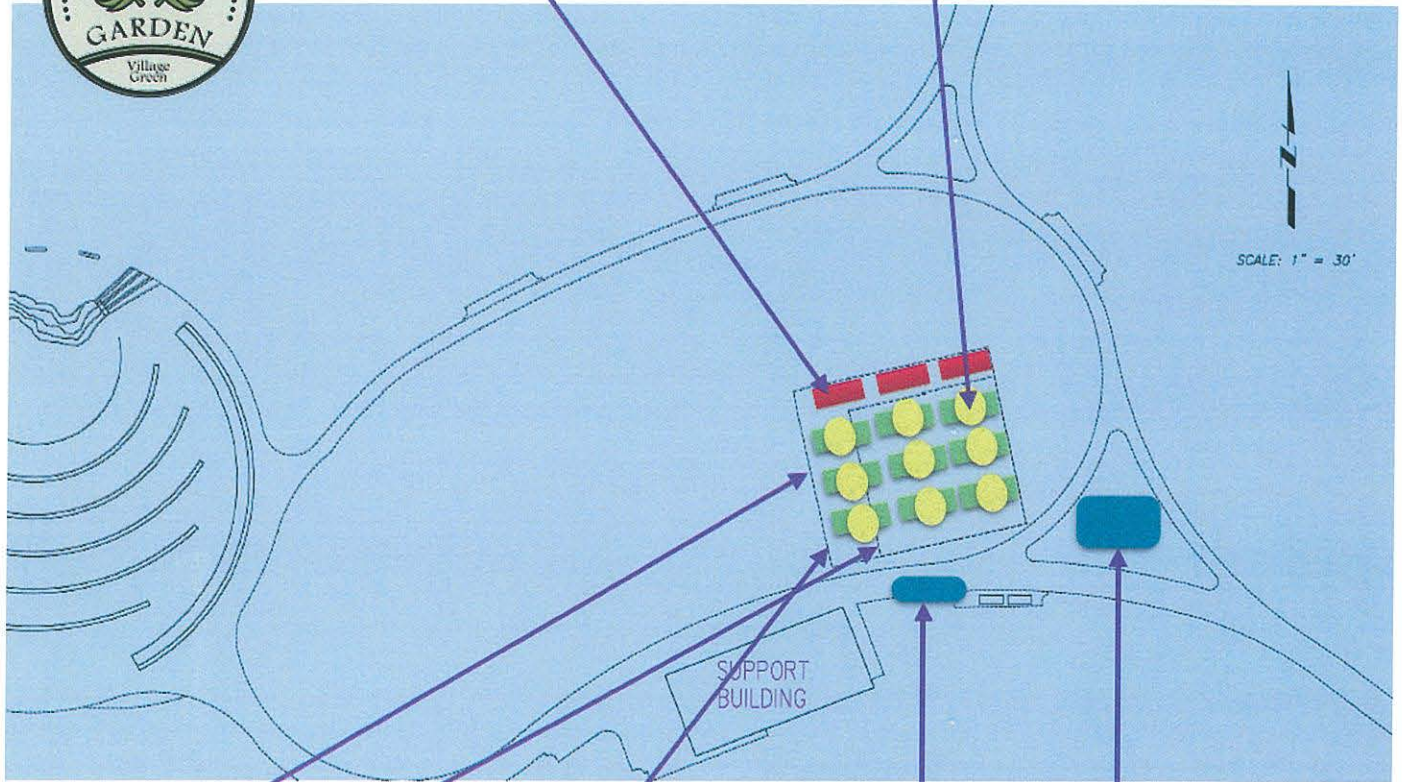
CONTAINING 547,777 SQUARE FEET OR 12.575 ACRES

Exhibit B: Site Plan



(A) Planter Boxes
(8-12 portable planter boxes throughout the beer garden to beautify and define borders)

(B) Garden Benches / Tables / Umbrellas
(45 - 65 tables / seating 360-520)



(C) Gravel Area
(Approx. 80 x 50 4,000 SF)

2,500 SF

(E) Welcome Sign
(7' 0" 56 inches)

(D) Grilling Station
(2) 3' 0" Outdoor propane grills

(F) Beer Trailer Area

(1) Beer trailer will be used for additional keg storage as well as a serving station during high volume times i.e weekends, special events.

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Exhibit C: Sign Plan
Beer Garden Signage / Tables
 (Example: Estabrook Beer Garden Milwaukee, Wisconsin)



Beer Garden Signage / Banner Flags
 (Example HB banner Estabrook Beer Garden Milwaukee, Wisconsin)



Beer Garden Signage

1. Beer garden signs under the Village Green signs located at Beverly and Prairie Stone Rd, along with Route 72 & Trillium Blvd.
2. 3 HB flag banners one at each location & the Village Green (Example Estabrook Park Milwaukee, Wisconsin)

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Exhibit D: Menu



THE GARDEN
Menu Items

BEVERAGES

Hofbrau - Original
Hofbrau - Hefe Weizen
Hofbrau - Dunkel
Craft Beer (This will be on rotation)
Miller Lite
Red wine
White Wine
20oz. Coke Cola Products
Bottled Water
Coffee & Tea (seasonal)

FOOD

1/4lb. Bratwurst
Hot Dogs
German Thuringer Sausage
Imported German Soft Pretzel
Obatzda Cheese Dip
Salami and Cheese Plate With Brown Mustard
Single Portion Gelato
Ice Cream Bars
Assorted Chips
Assorted Candy

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THE GARDEN
Menu Items

BEVERAGES

Hofbrau - Original
Hofbrau - Hefe Weizen
Hofbrau - Dunkel
Craft Beer (This will be on rotation)
Miller Lite
Red wine
White Wine
20oz. Coke Cola Products
Bottled Water
Coffee & Tea (seasonal)

FOOD

1/4lb. Bratwurst
Hot Dogs
German Thuringer Sausage
Imported German Soft Pretzel
Obatzda Cheese Dip
Salami and Cheese Plate With Brown Mustard
Single Portion Gelato
Ice Cream Bars
Assorted Chips
Assorted Candy

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THE GARDEN
Menu Items

BEVERAGES

Hofbrau - Original
Hofbrau - Hefe Weizen
Hofbrau - Dunkel
Craft Beer (This will be on rotation)
Miller Lite
Red wine
White Wine
20oz. Coke Cola Products
Bottled Water
Coffee & Tea (seasonal)

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1/4lb. Bratwurst
Hot Dogs
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Imported German Soft Pretzel
Obatzda Cheese Dip
Salami and Cheese Plate With Brown Mustard
Single Portion Gelato
Ice Cream Bars
Assorted Chips
Assorted Candy

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The Garden - Item Descriptions

(A) **Planter Boxes** - 8-12 (42x18 inches)

These will be placed through out the garden to help establish the boundaries for the beer garden as well as boost the overall atmosphere and feel of the beer garden.

(B) **Beer Garden Table / Benches** 45-65 sets, seating for 360-520 (6.56 feet)

Authentic German beer garden tables are being imported from Munich, Germany.



(B1) **HB Umbrellas** - Approx. 25 (6.56 ft)

Umbrellas branded with Hofbrau will placed through out the beer garden in between every other table, serving as shade for our guests.



(C) **Gravel Bed** Approx. 80 x 50 4,000 SF

Gravel bed will be laid through out the entire space of the beer garden. This gravel will serve to give the ambience of a traditional German beer garden as well as being ADA approved for guests with disabilities.

(D) **Grilling Station 2** (3 foot commercial outdoor propane grill)

This station will be located just outside of the concession building on the north east side of the building. Hot Dogs, Brats, and German Sausages will be grilled in this station.

(E) Welcome sign - Approx. 7 feet high x 56 inches wide

This sign will be placed at the entrance to the beer garden, serving as a welcome sign for guests. The sign is made from a weather proof plastic and is branded with the HB logo.

(F) Beer Trailer Area

Beer trailer will be used for additional keg storage as well as a serving station on high volume times such as the weekend or special events.

Items not noted on the location map

Hofbrau Banner Signage Approx. 3 (4.92 x 16.40 feet)

Hofbrau banner flags will be located at Beverly and Prairie Stone Rd along with Trillium Blvd and at the Village Green.

The Garden Sign - Approx. 3 x 2 feet

This sign would serve as the primary "business" signage for The Garden. The sign will be made out of wood and hang from two eye screws located in the front canopy of the concessions building. Sign will be taken down each night upon closing.

Garden Lighting

String lighting will be strung throughout the beer garden. This will serve as light in the evening hours of operation as well as to enhance the overall ambience and feel of the beer garden.



Wireless Weather Proof Speakers - Approx. 8-12

Wireless speakers will be placed through out the beer garden providing guests with light ambient music during their visit to the beer garden.

Trash Receptacles - Approx. 4-8

Trash bins will be placed through the beer garden to insure that garbage ends up in the right place.

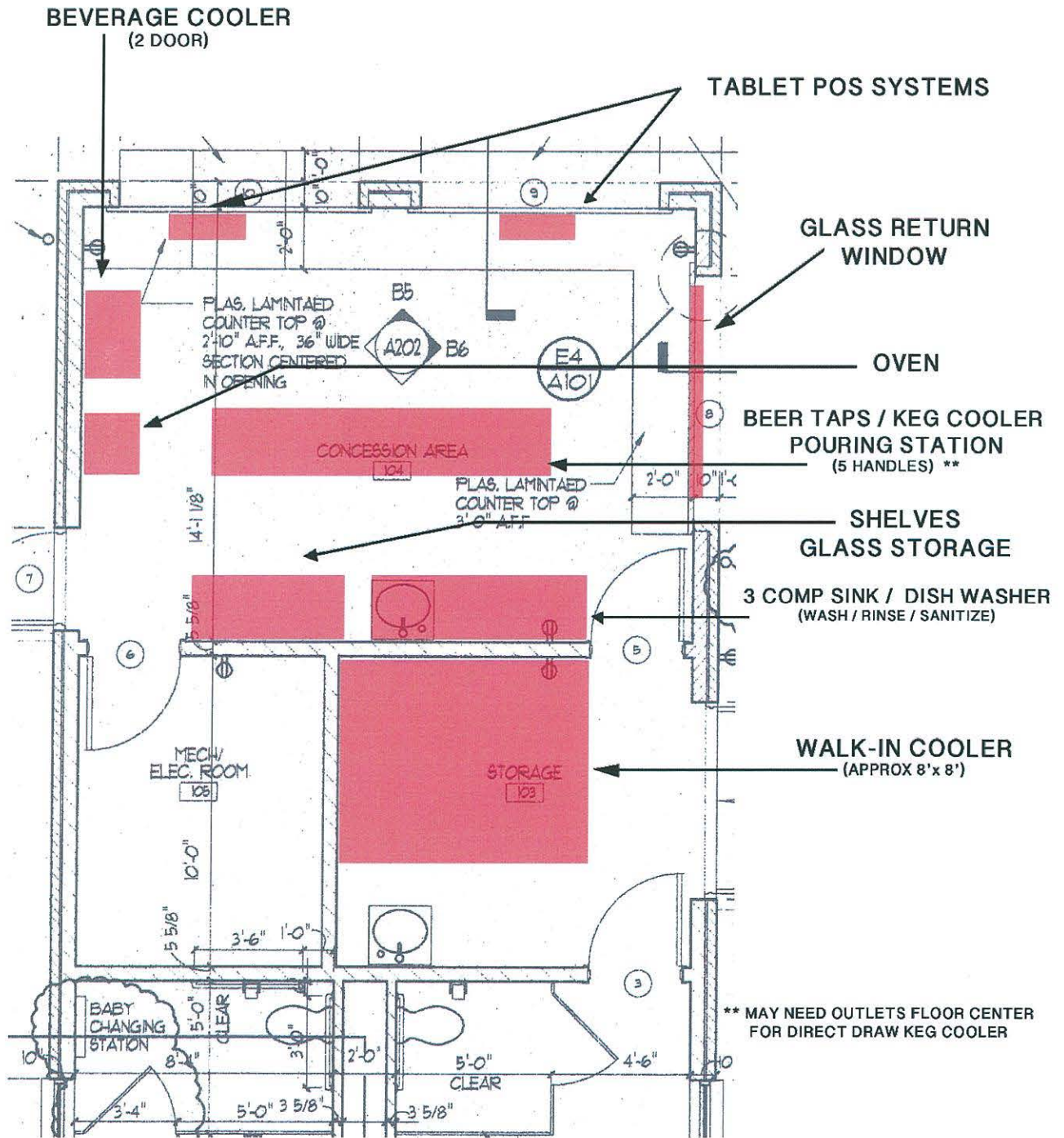
Wireless Security Cameras - Approx. 4-6

Security cameras would be installed on the exterior of the concessions building, along with inside the concession building. This will help monitor the property when it's unattended.

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Exhibit E: Concession Building Concept Plan

BLUEPRINT PROPOSAL FOR HOFFMAN ESTATES
VILLAGE GREEN BEER GARDEN



VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING SECTIONS 8-2-1, 8-3-15,
8-3-21, 8-3-22, 8-3-24, 8-5-4, 8-5-7, 8-7-1, 8-7-3, 8-11-6,
AND CREATING ARTICLE 14 OF CHAPTER 13
OF THE HOFFMAN ESTATES MUNICIPAL CODE

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

Section 1: That Section 8-2-1, Fees, of Article 2, LICENSE FEES, of the Hoffman Estates Municipal Code be and is hereby amended to read as follows:

Section 8-2-1. FEES

For Licenses to operate the following businesses, the fees listed opposite the named business shall apply: PER YEAR

A. Business Licenses

Alcoholic Liquors

Class "A" License	2,400.00
Class "AA" License	950.00 (additional)
Class "AC" License	1,000.00
Class "B" License	2,400.00
Class "C" License	25.00 (two days)
Class "D" License	2,400.00
Class "DD" License	1,000.00 (additional)
Class "E" License	950.00 (additional)
Class "F" License	6,000.00
Class "G" License	6,000.00
Class "H" License	40.00 (one day)
Class "I" License	1,000.00
Class "LC" License	2,600.00 (additional)

Amusements

Amusements, General	315.00
Amusement Devices	45.00 (per device)
Billiard and Pool Halls	45.00 (per table)
Bowling Alleys	25.00 (per alley)
Concerts	100.00 (per performance)
Dart Room	25.00 (per alley)
Golf Courses & Miniature Golf Courses	65.00
Ice Skating Rinks	190.00
Jukeboxes	65.00
Lotteries	1.00
Motion Pictures & Theatricals	950.00 (or \$10 per day)
Parades	10.00
Roller Skating Rink	190.00
Shooting Galleries	65.00
Sports Complex	190.00
Video Gaming Terminal (per terminal)	100.00
Terminal Operator	500.00

Foods and Beverages

Automatic Food Vending Machine	15.00 (per machine)
	50.00 (per machine - items \$0.50 and over)
Bakeries	65.00
Cafeteria	1.00 (per patron chair)
Drive-In/Carry-Out Restaurants	65.00

Food Dealers	65.00
If fish or meat is sold	75.00
Food Deliveries	15.00 (per vehicle)
Food Service Establishments	
Permanent	
Accommodations under 100	300.00
Accommodations from 101 to 500	600.00
Accommodations from 501 to 1000	900.00
Accommodations (including seats in an Arena) over 1000	1,200.00
Banquet	1.00 (per patron chair)
Mobile	50.00
Temporary	50.00
Restaurant Caterer	300.00
Outdoor Food Service Establishment	50.00
Ice Cream Parlor	65.00
Ice Cream Manufacturers	100.00
Milk	65.00
Retail Food Stores	
Less than 1,500 square feet	65.00
1,501 to 4,000 square feet	100.00
over 4,000 square feet	190.00
Health and Care Facilities	
Hospital	315.00
Nursing Home	315.00
Sheltered Care Facility	315.00
Intermediate Care Facility	315.00
Skilled Nursing Facility	315.00
Veterinary Hospitals	100.00
Mobile Health Facilities	150.00
Ambulance Service	45.00 (per vehicle)
Day Care Center	35.00
Congregate Care Facilities	315.00
Merchants (Products)	
Auctioneers (annual or \$10.00/day)	40.00
Automobile Accessories	65.00
Automobile Sales Lot	65.00
Drug, Chemical or Paint Stores (Wholesale)	65.00
Full Service Station or	
Secured Self-Service Station	125.00
Non-Secured Self-Service Station	1,250.00
Firearms, Airguns and Explosive Toy	125.00
Florists, Greenhouses	65.00
Fuel Oil Storage Stations	65.00
Garage Sales No Fee (on site)	10.00
Going Out of Business Sale	75.00
Hardware and Paint Stores	65.00
Junk Dealers (per day)	1.00
Machine Shops	50.00
Resale Business	65.00
Seasonal Outdoor Sales	40.00
Solicitors (for profit)	25.00
(not for profit)	0.00
Tobacco Product or Electronic Smoking Device Dealers	95.00
Items (cannabis & drugs)	150.00
Merchants (Service)	
Automatic Dry Cleaning Machines	50.00 (plus \$10/machine)
Carters	35.00
Cleaners and Dryers	
Plant on Premises	100.00
Plant Not on Premises	50.00

Contractors	100.00
Department Stores	0.00
Exterior Drop Boxes	125.00 (per box)
For Profit Schools	50.00
Hotels	6.00 (per room for rent)
Housemovers, Houseraisers & Shorers	125.00
Insurance - Foreign Fire Insurance Companies	Statutory 2%
Itinerant Merchants	40.00
Laboratories	15.00 (per employee)
Landscape Material Processing	1,000.00
Laundries	
Plant on Premises	100.00
Plant Not on Premises	50.00
Coin Operated <u>Laundry Machines</u>	50.00 (plus \$3/unit)
Laundry Vehicles	40.00 (per vehicle)
Motor Vehicle Repair Shops	65.00
Newsracks	1.00 (per box)
Outdoor Pay Telephones	1.00
Pet Shops and Kennels	65.00
Photographers	65.00
Public Passenger Vehicles (Business)	50.00
Public Passenger Vehicles	40.00
Public Passenger Vehicle (Chauffeurs)	15.00 (plus \$10 background check if necessary)
Refuse Collectors	125.00 (per unit for first two units, \$50 for each unit thereafter)
Tanning Facilities	65.00 (for first unit & \$10 for each additional unit)
Wearing Apparel Stores	65.00
Self-Storage Facilities	
Less than 50,000 square feet	315.00
50,001 to 100,000 square feet	470.00
more than 100,000 square feet	625.00
Special Licenses:	
General License	30.00
General Business Premises License	
<u>Square Feet</u>	
1 to 1,999	\$ 35.00
2,000 to 3,999	40.00
4,000 to 5,999	45.00
6,000 to 7,999	50.00
8,000 to 9,999	55.00
10,000 to 14,999	70.00
15,000 to 19,999	85.00
20,000 to 24,999	100.00
25,000 to 29,999	115.00
30,000 to 39,999	160.00
40,000 to 49,999	205.00
50,000 to 74,999	265.00
75,000 to 99,999	325.00
100,000 to 199,999	400.00
200,000 to 499,999	475.00
500,000 or greater	475.00 (plus \$75 for each additional 100,000 sq. ft. or portion thereof)

General Business Premises License (Otherwise Licensed)

<u>Square Feet</u>		
1	to	9,999
		\$ 10.00
10,000	to	29,999
		55.00
30,000	to	99,999
		115.00
100,000	to	499,999
		325.00
500,000	or greater	400.00 (plus \$75 for each additional 300,000 sq.ft. or portion thereof)

Special Events License \$ 50.00 (plus applicable fees if license would otherwise be required)

Home Based Business License 25.00

Retail Sales & Service 50.00

Helipads 100.00

Special Use Antennas 50.00

Wholesale Vehicle Auction House \$1,000.00

There shall be a penalty applicable to all licenses listed in the Subsection A of 25 percent or \$15.00, whichever is greater, for the renewal of a license purchased after the date such renewal license fee is due. An additional penalty of 25 percent of the original license fee or \$15.00, whichever is greater, shall be assessed for each additional 30 days after the date such renewal license fee is due.

B. Public and Private Swimming Pools.

Public\$65.00

Private65.00

~~C. Vehicle Licenses:~~

~~Trucks, Class D-S (8,001 lbs - 59,500 lbs)\$30.00~~

~~All other Truck Classes (59,501 lbs and over)100.00~~

~~Replacement or Transfer Within Class (no other transfer permitted)2.00~~

~~Buses35.00~~

~~There shall be a penalty of 50 percent of the applicable base rate for licenses purchased within two calendar months after the date when the sticker is required, plus \$2.50 for each calendar month or portion thereof after such two month date.~~

~~C.D.~~ Animal License Fees: The schedule of animal license fees is as follows:

1. Each Dog\$5.00

2. Each Cat \$5.00

Senior Citizens: The animal license fees required of citizens sixty-five (65) years of age and over shall be Two Dollars (\$2.00) per animal, said discount not to exceed two (2) such animals per household. A penalty of \$1.50 per month will be assessed beginning December 1 for animals that were eligible for licensing on November 1 of that year.

D. Renewal. Any licensee may renew his license at the expiration thereof, provided that he is then qualified to receive a license, and has paid all other applicable business license fees and any other fees or monies then owed to the Village. The renewal privileges herein provided for shall not be construed as a vested right.

Section 2: That Section 8-3-15, Closing Hours, of the Hoffman Estates Municipal Code be and is hereby amended by adding a sub-section E to read as follows:

E. No Class "I" license shall sell or permit to be sold or give away or deliver or permit the consumption of any alcoholic liquor on the premises between the hours of 10:00 p.m. and 11:00 a.m.

Section 3: That Section 8-3-21, License Classification, of the Hoffman Estates Municipal Code be and is hereby amended to add a sub-section M to read as follows:

M. Class "I". A Class "I" license shall authorize the sale of Beer and Wine by an Outdoor Food Service Establishment as defined hereinafter in Section 8-5-7, and only for consumption on Village-owned property and subject to a separate agreement with the Village. Notwithstanding the provisions of Section 8-3-10, Class "I" licenses are non-renewable. The fee for such a license shall be \$1,000.00.

Section 4: That Section 8-3-22, Number of Licenses, of the Hoffman Estates Municipal Code be and is hereby amended to read as follows:

The number of licenses issued to persons for the sale of alcoholic liquors by the Village of Hoffman Estates shall be limited to fifty-four (54) Class "A" licenses, two (2) Class "AA" licenses, fourteen (14) Class "B" licenses, unlimited Class "C" licenses, three (3) Class "D" licenses, two (2) Class "DD" license, one (1) Class "F" license, one (1) Class "G" license, unlimited Class "H" licenses, and eighteen (18) Class "LC" licenses, two (2) Class "AC" licenses and one (1) Class "I" license.

Section 5: That Section 8-3-24, Employment of Minors, of the Hoffman Estates Municipal Code be and is hereby amended to read as follows:

No holder of a Class "A", "AA", "C", "D", "DD", "E", "F" and "I" license shall employ any person under the age of 21 years to prepare or mix any alcoholic beverage and no holder of a Class "A", "AA", "C", "D", "DD", "E", "F" and "I" license shall employ any person under the age of 18 to sell, deliver or give any alcoholic beverage.

Section 6: That Section 8-5-4, Drive-In Restaurants, of the Hoffman Estates Municipal Code be and is hereby amended to read as follows:

Section 8-5-4. DRIVE-IN/CARRY-OUT RESTAURANTS

- A. License Required - It shall be unlawful to engage in the business of Drive-In/Carry-Out Restaurant without obtaining a license therefore.
- B. Regulations - The applicant shall comply with all applicable regulations of the Department of Code Enforcement including inspection before issuance of license.

Section 7: That Section 8-5-7, Food Service Establishments, of the Hoffman Estates Municipal Code be and is hereby amended to add a sub-section A.4 and to amend sub-section B to read as follows:

A. Definitions

4. Outdoor Food Service Establishment shall mean any food service establishment which operates outdoors on Village-owned property and subject to a separate agreement with the Village.

B. License Required. It shall be unlawful to engage in the business of a Food Service Establishment, either permanent, banquet, mobile, temporary, restaurant caterer or outdoor food service without obtaining a license therefor.

Section 8: That Section 8-7-1, Auctioneers, of the Hoffman Estates Municipal Code be and is hereby amended to read as follows:

Section 8-7-1. AUCTIONEERS

A. License Required - It shall be unlawful for any person, firm or corporation to conduct an auction in the Village of Hoffman Estates or to do business as an auctioneer without having obtained a license therefor.

B. Auction in Streets - No person shall sell or attempt to sell or offer for sale at public auction, any goods, chattels, or personal or real property of any kind upon the public streets or sidewalks of the Village.

C. Exemptions - Nothing in this Article shall apply to any public auction or sale made or conducted by a public officer by virtue of any authority contained in a mortgage or trust deed, or where a Wholesale Vehicle Auction House license is issued in accordance with Section 8-11-6 of this Code.

Section 9: That Section 8-7-3, Automobile Sales Lot, of the Hoffman Estates Municipal Code be and is hereby amended by amending sub-section B to read as follows:

Section 8-7-3. AUTOMOBILE SALES LOT

B. License Required - It shall be unlawful for any automobile dealer to engage in or do business in the Village without having secured a license therefor, but nothing contained in this Article shall apply to a Wholesale Vehicle Auction House duly licensed in accordance with Section 8-11-6 of this Code.

Section 10: That Section 8-11-6, Wholesale Vehicle Auction House, of Article 11, SPECIAL LICENSES, the Hoffman Estates Municipal Code be and is hereby created to read as follows:

Section 8-11-6. WHOLESALE VEHICLE AUCTION HOUSE

A. Definitions

1. "Wholesale Vehicle Auction House" shall mean any Person engaged in the business of auctioning Vehicles for sale at Wholesale within the Village of Hoffman Estates.

2. "Vehicle" shall mean each Vehicle as that term is defined in the Illinois Motor Vehicle Code (625 ILCS 5/1-101 et seq.), as amended, including but not limited to motor vehicles, trucks, recreational vehicles and trailers, and shall also include watercraft as defined in the Illinois Boat Registration and Safety Act (35 ILCS 159/15-5), as amended.

3. "Wholesale" as used herein shall mean the transfer of the ownership or title to tangible personal property in the form of a Vehicle to another for purposes of resale or lease, other than to a consumer or end user which transfer is not subject to a retail sales tax.

4. "Person" means any individual, partnership, limited liability company, corporation or other legal entity.

5. "Purchaser" shall mean any Person who receives a Wholesale Vehicle from a business licensed by the Village in exchange for money or pursuant to an auction conducted by a business licensed by the Village.

B. License required. It shall be unlawful for any Person to conduct business as a Wholesale Vehicle Auction House in the Village of Hoffman Estates without having first obtained a license therefor. No more than five percent (5%) of the Wholesale Vehicle Auction House sales shall be made up of abandoned vehicles (625 ILCS 5/1-101.05) and grey market vehicles (625 ILCS 5/1-124.1). No sales of junk vehicles whatsoever (625 ILCS 5/1-134.1) shall be permitted by a Wholesale Vehicle Auction House licensed hereunder.

C. Application. An application for a Wholesale Vehicle Auction House license shall be made in conformity with the general requirements of this Chapter relating to applications for licenses.

D. Exemptions. No other or further business license as an Auctioneer (Sec. 8-7-1) or an Automobile Sales Lot (Sec. 8-7-3) shall be required nor fee paid where a Wholesale Vehicle Auction House license is secured.

E. Regulations. Each Wholesale Vehicle Auction House shall comply with this Sec. 8-11-6 and with all applicable State laws and this Municipal Code, and the Village's Code Enforcement and the Fire and Police Departments, including the right of inspection.

F. Exclusion. The terms and procedures of this Section shall not be made applicable to any activity carried on or operated by a governmental institution.

Section 11: That Article 14, TAX ON WHOLESALE PURCHASE OF MOTOR VEHICLE FROM AUCTION HOUSE, of Chapter 13, REVENUE TAXES AND CHARGES, of the Hoffman Estates Municipal Code be and is hereby created to read as follows:

ARTICLE 14

TAX ON PURCHASE OF VEHICLE AT WHOLESALE

Section 13-14-1. DEFINITIONS

Unless the context otherwise requires, the following words or terms as used shall be construed according to the definitions given below:

A. “Vehicle” shall mean each Vehicle as that term is defined in the Illinois Motor Vehicle Code (625 ILCS 5/1-101 et seq.), as amended, including but not limited to motor vehicles, trucks, recreational vehicles and trailers, and shall also include watercraft as defined in the Illinois Boat Registration and Safety Act (35 ILCS 159/15-5), as amended.

B. “Wholesale” as used herein shall mean the transfer of the ownership or title to tangible personal property in the form of a Vehicle to another for purposes of resale or lease, other than to a consumer or end user which transfer is not subject to a retail sales tax.

C. “Person” means any individual, partnership, limited liability company, corporation or other legal entity.

D. “Purchaser” shall mean any Person who receives a Wholesale Vehicle in exchange for money from a business licensed by the Village or pursuant to an auction conducted by a business licensed by the Village.

Section 13-14-2. IMPOSITION OF TAX

A. Effective and commencing as of the 1st day of January, 2016, a tax, in addition to any and all other taxes, is imposed on the purchase of a Vehicle at Wholesale within the Village of Hoffman Estates at the flat rate of \$7.00 per Vehicle until such time as the gross revenues under this Section 13-4-2 equals \$3,543,750, as certified by the Village’s Finance Director. Thereafter, the tax rate shall be \$5.00 per Vehicle. The ultimate incidence and liability for payment of this tax shall be borne by the Purchaser, and nothing in this Section shall be construed to impose a tax upon the occupation of any Person engaged in the business of selling or conducting an auction of Vehicles at Wholesale within the Village of Hoffman Estates.

B. It shall be deemed a violation of this Article for a Person selling or conducting an auction of Vehicles at Wholesale to fail to add and to collect the tax imposed in this Article to the sales price of a Vehicle or to otherwise absorb such tax.

C. The tax imposed by this Article shall, when collected, be stated as a distinct item separate and apart from the selling or auction price of the Vehicle, and the Person collecting the tax shall give to the Purchaser a receipt for such tax. Such receipt shall be sufficient to relieve the Purchaser from further liability for the tax on the purchase of a Vehicle at Wholesale as provided herein.

D. There shall be no duty on the part of a Person selling or conducting an auction of Vehicles at Wholesale to collect or to remit the taxes collected to the Village until more than 1,000 Vehicles are purchased from him at Wholesale during a calendar year.

Section 13-14-3. COLLECTION OF TAX

The Person who is the owner and operator of each premises, enclosure or other place within the Village of Hoffman Estates where the business of selling or conducting an auction of Vehicles at Wholesale is conducted, shall jointly and severally have the duty to collect and account to the Village for this tax from each Purchaser at the time that the consideration for such purchase at Wholesale is paid or failing to do so, to otherwise absorb such tax.

Section 13-14-4. EXEMPTIONS

- A. This tax shall not apply to the purchase of a Vehicle at retail from a duly licensed Automobile Sales Lot within the Village of Hoffman Estates.
- B. This tax shall not apply to the on-line purchase of a Vehicle at Wholesale where the Purchaser is not registered in the State of Illinois.
- C. It shall be presumed that all purchases of Vehicles being sold at Wholesale within the Village of Hoffman Estates are subject to the tax imposed under this Article 14.
- D. The burden of proving that the purchase of a Vehicle is not taxable hereunder shall be upon the Person so claiming.

Section 13-14-5. BOOKS AND RECORDS

The Person who is the owner and operator of each premises, enclosure or other place within the Village of Hoffman Estates where the business of selling or conducting an auction of Vehicles at Wholesale is conducted, shall jointly and severally have the duty to maintain complete and accurate books, records and accounts showing the number of Vehicles purchased at Wholesale and the taxes thereon collected each day, which shall be made available to the Village for examination and for audit by the Village upon reasonable notice during customary business hours.

Section 13-14-6. TRANSMITTAL OF TAXES COLLECTED AND FILING OF RETURNS

The Person who is the owner and operator of each premises, enclosure or other place within the Village of Hoffman Estates where the business of selling or conducting an auction of Vehicles at Wholesale is conducted, shall jointly and severally have the duty to cause to be filed a sworn Wholesale Vehicle Purchase Tax return with the Director of Finance for the Village of Hoffman Estates for each such licensed premises located in the Village. Said return shall be prepared and submitted in forms prescribed by the Village's Director of Finance and shall be filed with the Village by the 20th day of each month even when no tax is due. Said return shall also be accompanied by payment to the Village of any and all taxes imposed by this Article which are due and owing for the period covered by the return.

Section 13-14-7. LATE PAYMENT PENALTY

If any tax imposed by this Article 14 is not paid when due, a late payment penalty equal to five percent (5%) of the unpaid tax shall be added for each month, or any portion thereof, that such tax remains unpaid, and the total of such late payment penalty shall be paid by the Person who is the owner and operator of each premises, enclosure or other place within the Village of Hoffman Estates where the business of selling or conducting an auction of Vehicles at Wholesale is conducted along with the tax imposed by this Article.

Section 13-14-8. TRANSMITTAL OF EXCESS TAX COLLECTIONS

If any Person collects an amount in excess of the tax imposed by this Article, but which amount is purported to be a collection thereof, and does not return the same to the Purchaser who paid the tax, the Person who collected the tax shall account for and pay over those excess amounts to the Village along with the tax properly collected.

Section 13-14-9. ENFORCEMENTS

Payment and collection of the tax imposed by this Article 14 and any late payment penalty may be enforced by an action in any court of competent jurisdiction. The failure to collect, account for, pay over the tax imposed by this Article or otherwise to absorb such tax, including any late payment penalty, shall be cause for suspension or revocation of any Village license issued pursuant to Chapter 8 - Licenses, of the Hoffman Estates Municipal Code.

Section 13-14-10. PENALTY

A. Any Person failing or omitting to pay said tax when due or failing or omitting to collect, account for or pay over said tax or otherwise to absorb such tax, together with any late payment penalty, or failing to maintain or allow the examination of the required records shall, in addition to any other payment penalty or fee provided by law, be fined not less than Fifty Dollars (\$50.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and each day a violation continues shall be considered a separate and distinct violation.

B. Any Person failing or omitting to pay said tax when due or failing or omitting to collect, account for or pay over said tax or otherwise to absorb such tax, together with any late payment penalty, or failing to maintain or allow the examination of the required records shall, in addition to any other payment or fee provided by law, be required to pay a hearing fee if a hearing is required under Section 8-1-14 of the Hoffman Estates Municipal Code to show cause why the business license should not be revoked. Such fee shall be \$100.00 for each hearing, but \$250.00 if it is the second such hearing in 12 months and \$500.00 if it is the third or more such hearing in 12 months. Such fee shall be required under any circumstance causing such hearing to be scheduled whether or not the Person pays said tax or not subsequent to the notice of the hearing.

Section 13-14-11. CONFIDENTIALITY

All information received by the Village from returns filed pursuant to this Article 14 or from any investigations conducted pursuant to this Article, except for official Village purposes, or as required by the Freedom of Information Act, shall be confidential.

Section 14: The Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 15: This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2015

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Gayle Vandenberg	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2015

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of an ordinance adding a Wholesale Vehicle Auction House use to the list of business licenses and establishing a Wholesale Vehicle Auction House transfer tax

MEETING DATE: March 16, 2015

COMMITTEE: Planning, Building and Zoning

FROM: Mark Koplín/Kevin Kramer/James Norris
Patricia Cross/Arthur Janura

REQUEST: Request approval of an ordinance adding a Wholesale Vehicle Auction House use to the list of business licenses and establishing a Wholesale Vehicle Auction House transfer tax.

BACKGROUND: In 2014, discussions began with an auto auction dealer interested in a Hoffman Estates location to sell quality used vehicles wholesale to auto dealers from around the Chicago area, Midwest region, and potentially from farther away. The Village code does not currently have a category for vehicle wholesale auctions and the Village would need to establish such for this use. At the same time, while the Village receives a 1% sales tax on the sale of new and used vehicles sold at "retail" from our dealerships, neither the state nor the Village currently have a mechanism for a transfer tax on "wholesale" vehicle transactions.

DISCUSSION: Corporation Counsel and Assistant Corporation Counsel recommend revisions to Sections 8-2-1, 8-7-1, 8-7-3, and 8-11-6 and new Sections 13-14-1 through 13-14-11, and drafted the attached ordinance to amend the Village code accordingly. These changes add a business license category to Chapter 8 (Licenses) for a Wholesale Vehicle Auction House. Importantly, this new license prohibits the licensee's sale of any "junk vehicles" whatsoever, which are defined in the Illinois Motor Vehicle Code as "disassembled, crushed, compressed, flattened, destroyed or otherwise reduced to a state in which it no longer can be returned to an operable state."

Permitted sales will include, among others, previously used cars, RVs, buses, trucks and even boats from time to time. Also included are "abandoned vehicles" which are operable or can be driven with minor repairs such as new brakes, and "grey market vehicles" such as antiques (more than 25 years old) and specialty vehicles which are in operable condition and may be licensed and registered in Illinois, although these vehicles are not required by the state to meet current safety and emission standards.

DISCUSSION: (Continued)

The tax proposed on purchase of vehicles at wholesale would be added to Chapter 13, with a new Article 14. This would apply to Vehicle Wholesale Auction Houses, as defined in the business license section of the code. A \$7.00 per vehicle tax would be the responsibility of the purchaser (collected by the auction house), with monthly reporting and payment to the Village by the auction house. A separate tax incentive agreement will be prepared for the Committee's consideration at a future date, and will reflect the allocation to the Village of \$5 from each \$7 vehicle tax paid. The tax would apply to the wholesale of more than 1,000 vehicles per year, and this threshold is greater than what any of our local auto dealers is likely to sell at wholesale in a single year. The tax ordinance also includes the Village's standard language regarding Late Payment, Enforcement, and provides for the Village's audit, if requested, of the licensee's Books and Records.

Other changes referenced in the ordinance pertain to the proposed beer garden at the Village Green (a separate Planning, Building and Zoning Committee agenda item). Section 8-2-1 (Fees) also includes minor housekeeping items, as well as revisions to Sub-section D in Section 8-2-1 that clarify the Village's practice that all monies owed to the Village must be paid before any applicable business licenses may be renewed.

FINANCIAL IMPACT:

A Vehicle Wholesale Auction House would generate a substantial amount of revenue, depending on how many cars are auctioned each year.

RECOMMENDATION:

Approval of an ordinance adding a Wholesale Vehicle Auction House use to the list of business licenses and establishing a Wholesale Vehicle Auction House transfer tax.

Attachment

cc: Brett Roland (Adesa)
Michelle Mallon (Adesa)
Ankur Gupta (McDermott Will & Emery LLP)

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE AMENDING SECTIONS 8-2-1, 8-3-15,
8-3-21, 8-3-22, 8-3-24, 8-5-4, 8-5-7, 8-7-1, 8-7-3, 8-11-6,
AND CREATING ARTICLE 14 OF CHAPTER 13
OF THE HOFFMAN ESTATES MUNICIPAL CODE**

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

Section 1: That Section 8-2-1, Fees, of Article 2, LICENSE FEES, of the Hoffman Estates Municipal Code be and is hereby amended to read as follows:

Section 8-2-1. FEES

For Licenses to operate the following businesses, the fees listed opposite the named business shall apply: PER YEAR

A. Business Licenses

Alcoholic Liquors

Class "A" License	2,400.00
Class "AA" License	950.00 (additional)
Class "AC" License	1,000.00
Class "B" License	2,400.00
Class "C" License	25.00 (two days)
Class "D" License	2,400.00
Class "DD" License	1,000.00 (additional)
Class "E" License	950.00 (additional)
Class "F" License	6,000.00
Class "G" License	6,000.00
Class "H" License	40.00 (one day)
Class "I" License	1,000.00
Class "LC" License	2,600.00 (additional)

Amusements

Amusements, General	315.00
Amusement Devices	45.00 (per device)
Billiard and Pool Halls	45.00 (per table)
Bowling Alleys	25.00 (per alley)
Concerts	100.00 (per performance)
Dart Room	25.00 (per alley)
Golf Courses & Miniature Golf Courses	65.00
Ice Skating Rinks	190.00
Jukeboxes	65.00
Lotteries	1.00
Motion Pictures & Theatricals	950.00 (or \$10 per day)
Parades	10.00
Roller Skating Rink	190.00
Shooting Galleries	65.00
Sports Complex	190.00
Video Gaming Terminal (per terminal)	100.00
Terminal Operator	500.00

Foods and Beverages

Automatic Food Vending Machine	15.00 (per machine) 50.00 (per machine - items \$.50 and over)
Bakeries	65.00
Cafeteria	1.00 (per patron chair)
Drive-In/Carry-Out Restaurants	65.00

Food Dealers	65.00
If fish or meat is sold	75.00
Food Deliveries	15.00 (per vehicle)
Food Service Establishments	
Permanent	
Accommodations under 100	300.00
Accommodations from 101 to 500	600.00
Accommodations from 501 to 1000	900.00
Accommodations (including seats in an Arena) over 1000	1,200.00
Banquet	1.00 (per patron chair)
Mobile	50.00
Temporary	50.00
Restaurant Caterer	300.00
Outdoor Food Service Establishment	50.00
Ice Cream Parlor	65.00
Ice Cream Manufacturers	100.00
Milk	65.00
Retail Food Stores	
Less than 1,500 square feet	65.00
1,501 to 4,000 square feet	100.00
over 4,000 square feet	190.00
Health and Care Facilities	
Hospital	315.00
Nursing Home	315.00
Sheltered Care Facility	315.00
Intermediate Care Facility	315.00
Skilled Nursing Facility	315.00
Veterinary Hospitals	100.00
Mobile Health Facilities	150.00
Ambulance Service	45.00 (per vehicle)
Day Care Center	35.00
Congregate Care Facilities	315.00
Merchants (Products)	
Auctioneers (annual or \$10.00/day)	40.00
Automobile Accessories	65.00
Automobile Sales Lot	65.00
Drug, Chemical or Paint Stores (Wholesale)	65.00
Full Service Station or Secured Self-Service Station	125.00
Non-Secured Self-Service Station	1,250.00
Firearms, Airguns and Explosive Toy	125.00
Florists, Greenhouses	65.00
Fuel Oil Storage Stations	65.00
Garage Sales No Fee (on site)	10.00
Going Out of Business Sale	75.00
Hardware and Paint Stores	65.00
Junk Dealers (per day)	1.00
Machine Shops	50.00
Resale Business	65.00
Seasonal Outdoor Sales	40.00
Solicitors (for profit)	25.00
(not for profit)	0.00
Tobacco Product or Electronic Smoking Device Dealers	95.00
Items (cannabis & drugs)	150.00
Merchants (Service)	
Automatic Dry Cleaning Machines	50.00 (plus \$10/machine)
Carters	35.00
Cleaners and Dryers	
Plant on Premises	100.00
Plant Not on Premises	50.00

Contractors	100.00
Department Stores	0.00
Exterior Drop Boxes	125.00 (per box)
For Profit Schools	50.00
Hotels	6.00 (per room for rent)
Housemovers, Houseraisers & Shorers	125.00
Insurance - Foreign Fire Insurance Companies	Statutory 2%
Itinerant Merchants	40.00
Laboratories	15.00 (per employee)
Landscape Material Processing	1,000.00
Laundries	
Plant on Premises	100.00
Plant Not on Premises	50.00
Coin Operated <u>Laundry Machines</u>	50.00 (plus \$3/unit)
Laundry Vehicles	40.00 (per vehicle)
Motor Vehicle Repair Shops	65.00
Newsracks	1.00 (per box)
Outdoor Pay Telephones	1.00
Pet Shops and Kennels	65.00
Photographers	65.00
Public Passenger Vehicles (Business)	50.00
Public Passenger Vehicles	40.00
Public Passenger Vehicle (Chauffeurs)	15.00 (plus \$10 background check if necessary)
Refuse Collectors	125.00 (per unit for first two units, \$50 for each unit thereafter)
Tanning Facilities	65.00 (for first unit & \$10 for each additional unit)
Wearing Apparel Stores	65.00
Self-Storage Facilities	
Less than 50,000 square feet	315.00
50,001 to 100,000 square feet	470.00
more than 100,000 square feet	625.00
Special Licenses:	
General License	30.00
General Business Premises License	
<u>Square Feet</u>	
1 to 1,999	\$ 35.00
2,000 to 3,999	40.00
4,000 to 5,999	45.00
6,000 to 7,999	50.00
8,000 to 9,999	55.00
10,000 to 14,999	70.00
15,000 to 19,999	85.00
20,000 to 24,999	100.00
25,000 to 29,999	115.00
30,000 to 39,999	160.00
40,000 to 49,999	205.00
50,000 to 74,999	265.00
75,000 to 99,999	325.00
100,000 to 199,999	400.00
200,000 to 499,999	475.00
500,000 or greater	475.00 (plus \$75 for each additional 100,000 sq. ft. or portion thereof)

General Business Premises License (Otherwise Licensed)

<u>Square Feet</u>		
1	to 9,999	\$ 10.00
10,000	to 29,999	55.00
30,000	to 99,999	115.00
100,000	to 499,999	325.00
500,000	or greater	400.00 (plus \$75 for each additional 300,000 sq.ft. or portion thereof)
Special Events License		\$ 50.00 (plus applicable fees if license would otherwise be required)
Home Based Business License		25.00
Retail Sales & Service		50.00
Helipads		100.00
Special Use Antennas		50.00
<u>Wholesale Vehicle Auction House</u>		<u>\$1,000.00</u>

There shall be a penalty applicable to all licenses listed in the Subsection A of 25 percent or \$15.00, whichever is greater, for the renewal of a license purchased after the date such renewal license fee is due. An additional penalty of 25 percent of the original license fee or \$15.00, whichever is greater, shall be assessed for each additional 30 days after the date such renewal license fee is due.

B. Public and Private Swimming Pools.

Public\$65.00
Private65.00

~~C. Vehicle Licenses:~~

~~Trucks, Class D \$ (8,001 lbs - 59,500 lbs)\$30.00
All other Truck Classes (59,501 lbs and over)100.00
Replacement or Transfer Within Class (no other transfer permitted)2.00
Buses35.00~~

~~There shall be a penalty of 50 percent of the applicable base rate for licenses purchased within two calendar months after the date when the sticker is required, plus \$2.50 for each calendar month or portion thereof after such two-month date.~~

D. Animal License Fees: The schedule of animal license fees is as follows:

1. Each Dog\$5.00
2. Each Cat \$5.00

Senior Citizens: The animal license fees required of citizens sixty-five (65) years of age and over shall be Two Dollars (\$2.00) per animal, said discount not to exceed two (2) such animals per household. A penalty of \$1.50 per month will be assessed beginning December 1 for animals that were eligible for licensing on November 1 of that year.

D. Renewal. Any licensee may renew his license at the expiration thereof, provided that he is then qualified to receive a license, and has paid all other applicable business license fees and any other fees or monies then owed to the Village. The renewal privileges herein provided for shall not be construed as a vested right.

Section 2: That Section 8-3-15, Closing Hours, of the Hoffman Estates Municipal Code be and is hereby amended by adding a sub-section E to read as follows:

E. No Class "I" license shall sell or permit to be sold or give away or deliver or permit the consumption of any alcoholic liquor on the premises between the hours of 10:00 p.m. and 11:00 a.m.

Section 3: That Section 8-3-21, License Classification, of the Hoffman Estates Municipal Code be and is hereby amended to add a sub-section M to read as follows:

M. Class "I". A Class "I" license shall authorize the sale of Beer and Wine by an Outdoor Food Service Establishment as defined hereinafter in Section 8-5-7, and only for consumption on Village-owned property and subject to a separate agreement with the Village. Notwithstanding the provisions of Section 8-3-10, Class "I" licenses are non-renewable. The fee for such a license shall be \$1,000.00.

Section 4: That Section 8-3-22, Number of Licenses, of the Hoffman Estates Municipal Code be and is hereby amended to read as follows:

The number of licenses issued to persons for the sale of alcoholic liquors by the Village of Hoffman Estates shall be limited to fifty-four (54) Class "A" licenses, two (2) Class "AA" licenses, fourteen (14) Class "B" licenses, unlimited Class "C" licenses, three (3) Class "D" licenses, two (2) Class "DD" license, one (1) Class "F" license, one (1) Class "G" license, unlimited Class "H" licenses, and eighteen (18) Class "LC" licenses, two (2) Class "AC" licenses and one (1) Class "I" license.

Section 5: That Section 8-3-24, Employment of Minors, of the Hoffman Estates Municipal Code be and is hereby amended to read as follows:

No holder of a Class "A", "AA", "C", "D", "DD", "E", "F" and "I" license shall employ any person under the age of 21 years to prepare or mix any alcoholic beverage and no holder of a Class "A", "AA", "C", "D", "DD", "E", "F" and "I" license shall employ any person under the age of 18 to sell, deliver or give any alcoholic beverage.

Section 6: That Section 8-5-4, Drive-In Restaurants, of the Hoffman Estates Municipal Code be and is hereby amended to read as follows:

Section 8-5-4. DRIVE-IN/CARRY-OUT RESTAURANTS

- A. License Required - It shall be unlawful to engage in the business of Drive-In/Carry-Out Restaurant without obtaining a license therefore.
- B. Regulations - The applicant shall comply with all applicable regulations of the Department of Code Enforcement including inspection before issuance of license.

Section 7: That Section 8-5-7, Food Service Establishments, of the Hoffman Estates Municipal Code be and is hereby amended to add a sub-section A.4 and to amend sub-section B to read as follows:

A. Definitions

4. Outdoor Food Service Establishment shall mean any food service establishment which operates outdoors on Village-owned property and subject to a separate agreement with the Village.

B. License Required. It shall be unlawful to engage in the business of a Food Service Establishment, either permanent, banquet, mobile, temporary, restaurant caterer or outdoor food service without obtaining a license therefor.

Section 8: That Section 8-7-1, Auctioneers, of the Hoffman Estates Municipal Code be and is hereby amended to read as follows:

Section 8-7-1. AUCTIONEERS

A. License Required - It shall be unlawful for any person, firm or corporation to conduct an auction in the Village of Hoffman Estates or to do business as an auctioneer without having obtained a license therefor.

B. Auction in Streets - No person shall sell or attempt to sell or offer for sale at public auction, any goods, chattels, or personal or real property of any kind upon the public streets or sidewalks of the Village.

C. Exemptions - Nothing in this Article shall apply to any public auction or sale made or conducted by a public officer by virtue of any authority contained in a mortgage or trust deed, or where a Wholesale Vehicle Auction House license is issued in accordance with Section 8-11-6 of this Code.

Section 9: That Section 8-7-3, Automobile Sales Lot, of the Hoffman Estates Municipal Code be and is hereby amended by amending sub-section B to read as follows:

Section 8-7-3. AUTOMOBILE SALES LOT

B. License Required - It shall be unlawful for any automobile dealer to engage in or do business in the Village without having secured a license therefor, but nothing contained in this Article shall apply to a Wholesale Vehicle Auction House duly licensed in accordance with Section 8-11-6 of this Code.

Section 10: That Section 8-11-6, Wholesale Vehicle Auction House, of Article 11, SPECIAL LICENSES, the Hoffman Estates Municipal Code be and is hereby created to read as follows:

Section 8-11-6. WHOLESALE VEHICLE AUCTION HOUSE

A. Definitions

1. "Wholesale Vehicle Auction House" shall mean any Person engaged in the business of auctioning Vehicles for sale at Wholesale within the Village of Hoffman Estates.

2. "Vehicle" shall mean each Vehicle as that term is defined in the Illinois Motor Vehicle Code (625 ILCS 5/1-101 et seq.), as amended, including but not limited to motor vehicles, trucks, recreational vehicles and trailers, and shall also include watercraft as defined in the Illinois Boat Registration and Safety Act (35 ILCS 159/15-5), as amended.

3. "Wholesale" as used herein shall mean the transfer of the ownership or title to tangible personal property in the form of a Vehicle to another for purposes of resale or lease, other than to a consumer or end user which transfer is not subject to a retail sales tax.

4. "Person" means any individual, partnership, limited liability company, corporation or other legal entity.

5. "Purchaser" shall mean any Person who receives a Wholesale Vehicle from a business licensed by the Village in exchange for money or pursuant to an auction conducted by a business licensed by the Village.

B. License required. It shall be unlawful for any Person to conduct business as a Wholesale Vehicle Auction House in the Village of Hoffman Estates without having first obtained a license therefor. No more than five percent (5%) of the Wholesale Vehicle Auction House sales shall be made up of abandoned vehicles (625 ILCS 5/1-101.05) and grey market vehicles (625 ILCS 5/1-124.1). No sales of junk vehicles whatsoever (625 ILCS 5/1-134.1) shall be permitted by a Wholesale Vehicle Auction House licensed hereunder.

C. Application. An application for a Wholesale Vehicle Auction House license shall be made in conformity with the general requirements of this Chapter relating to applications for licenses.

D. Exemptions. No other or further business license as an Auctioneer (Sec. 8-7-1) or an Automobile Sales Lot (Sec. 8-7-3) shall be required nor fee paid where a Wholesale Vehicle Auction House license is secured.

E. Regulations. Each Wholesale Vehicle Auction House shall comply with this Sec. 8-11-6 and with all applicable State laws and this Municipal Code, and the Village's Code Enforcement and the Fire and Police Departments, including the right of inspection.

F. Exclusion. The terms and procedures of this Section shall not be made applicable to any activity carried on or operated by a governmental institution.

Section 11: That Article 14, TAX ON WHOLESALE PURCHASE OF MOTOR VEHICLE FROM AUCTION HOUSE, of Chapter 13, REVENUE TAXES AND CHARGES, of the Hoffman Estates Municipal Code be and is hereby created to read as follows:

ARTICLE 14

TAX ON PURCHASE OF VEHICLE AT WHOLESALE

Section 13-14-1. DEFINITIONS

Unless the context otherwise requires, the following words or terms as used shall be construed according to the definitions given below:

A. "Vehicle" shall mean each Vehicle as that term is defined in the Illinois Motor Vehicle Code (625 ILCS 5/1-101 et seq.), as amended, including but not limited to motor vehicles, trucks, recreational vehicles and trailers, and shall also include watercraft as defined in the Illinois Boat Registration and Safety Act (35 ILCS 159/15-5), as amended.

B. "Wholesale" as used herein shall mean the transfer of the ownership or title to tangible personal property in the form of a Vehicle to another for purposes of resale or lease, other than to a consumer or end user which transfer is not subject to a retail sales tax.

C. "Person" means any individual, partnership, limited liability company, corporation or other legal entity.

D. "Purchaser" shall mean any Person who receives a Wholesale Vehicle in exchange for money from a business licensed by the Village or pursuant to an auction conducted by a business licensed by the Village.

Section 13-14-2. IMPOSITION OF TAX

A. Effective and commencing as of the 1st day of January, 2016, a tax, in addition to any and all other taxes, is imposed on the purchase of a Vehicle at Wholesale within the Village of Hoffman Estates at the flat rate of \$7.00 per Vehicle until such time as the gross revenues under this Section 13-4-2 equals \$3,543,750, as certified by the Village's Finance Director. Thereafter, the tax rate shall be \$5.00 per Vehicle. The ultimate incidence and liability for payment of this tax shall be borne by the Purchaser, and nothing in this Section shall be construed to impose a tax upon the occupation of any Person engaged in the business of selling or conducting an auction of Vehicles at Wholesale within the Village of Hoffman Estates.

B. It shall be deemed a violation of this Article for a Person selling or conducting an auction of Vehicles at Wholesale to fail to add and to collect the tax imposed in this Article to the sales price of a Vehicle or to otherwise absorb such tax.

C. The tax imposed by this Article shall, when collected, be stated as a distinct item separate and apart from the selling or auction price of the Vehicle, and the Person collecting the tax shall give to the Purchaser a receipt for such tax. Such receipt shall be sufficient to relieve the Purchaser from further liability for the tax on the purchase of a Vehicle at Wholesale as provided herein.

D. There shall be no duty on the part of a Person selling or conducting an auction of Vehicles at Wholesale to collect or to remit the taxes collected to the Village until more than 1,000 Vehicles are purchased from him at Wholesale during a calendar year.

Section 13-14-3. COLLECTION OF TAX

The Person who is the owner and operator of each premises, enclosure or other place within the Village of Hoffman Estates where the business of selling or conducting an auction of Vehicles at Wholesale is conducted, shall jointly and severally have the duty to collect and account to the Village for this tax from each Purchaser at the time that the consideration for such purchase at Wholesale is paid or failing to do so, to otherwise absorb such tax.

Section 13-14-4. EXEMPTIONS

A. This tax shall not apply to the purchase of a Vehicle at retail from a duly licensed Automobile Sales Lot within the Village of Hoffman Estates.

B. This tax shall not apply to the on-line purchase of a Vehicle at Wholesale where the Purchaser is not registered in the State of Illinois.

C. It shall be presumed that all purchases of Vehicles being sold at Wholesale within the Village of Hoffman Estates are subject to the tax imposed under this Article 14.

D. The burden of proving that the purchase of a Vehicle is not taxable hereunder shall be upon the Person so claiming.

Section 13-14-5. BOOKS AND RECORDS

The Person who is the owner and operator of each premises, enclosure or other place within the Village of Hoffman Estates where the business of selling or conducting an auction of Vehicles at Wholesale is conducted, shall jointly and severally have the duty to maintain complete and accurate books, records and accounts showing the number of Vehicles purchased at Wholesale and the taxes thereon collected each day, which shall be made available to the Village for examination and for audit by the Village upon reasonable notice during customary business hours.

Section 13-14-6. TRANSMITTAL OF TAXES COLLECTED AND FILING OF RETURNS

The Person who is the owner and operator of each premises, enclosure or other place within the Village of Hoffman Estates where the business of selling or conducting an auction of Vehicles at Wholesale is conducted, shall jointly and severally have the duty to cause to be filed a sworn Wholesale Vehicle Purchase Tax return with the Director of Finance for the Village of Hoffman Estates for each such licensed premises located in the Village. Said return shall be prepared and submitted in forms prescribed by the Village's Director of Finance and shall be filed with the Village by the 20th day of each month even when no tax is due. Said return shall also be accompanied by payment to the Village of any and all taxes imposed by this Article which are due and owing for the period covered by the return.

Section 13-14-7. LATE PAYMENT PENALTY

If any tax imposed by this Article 14 is not paid when due, a late payment penalty equal to five percent (5%) of the unpaid tax shall be added for each month, or any portion thereof, that such tax remains unpaid, and the total of such late payment penalty shall be paid by the Person who is the owner and operator of each premises, enclosure or other place within the Village of Hoffman Estates where the business of selling or conducting an auction of Vehicles at Wholesale is conducted along with the tax imposed by this Article.

Section 13-14-8. TRANSMITTAL OF EXCESS TAX COLLECTIONS

If any Person collects an amount in excess of the tax imposed by this Article, but which amount is purported to be a collection thereof, and does not return the same to the Purchaser who paid the tax, the Person who collected the tax shall account for and pay over those excess amounts to the Village along with the tax properly collected.

Section 13-14-9. ENFORCEMENTS

Payment and collection of the tax imposed by this Article 14 and any late payment penalty may be enforced by an action in any court of competent jurisdiction. The failure to collect, account for, pay over the tax imposed by this Article or otherwise to absorb such tax, including any late payment penalty, shall be cause for suspension or revocation of any Village license issued pursuant to Chapter 8 - Licenses, of the Hoffman Estates Municipal Code.

Section 13-14-10. PENALTY

A. Any Person failing or omitting to pay said tax when due or failing or omitting to collect, account for or pay over said tax or otherwise to absorb such tax, together with any late payment penalty, or failing to maintain or allow the examination of the required records shall, in addition to any other payment penalty or fee provided by law, be fined not less than Fifty Dollars (\$50.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and each day a violation continues shall be considered a separate and distinct violation.

B. Any Person failing or omitting to pay said tax when due or failing or omitting to collect, account for or pay over said tax or otherwise to absorb such tax, together with any late payment penalty, or failing to maintain or allow the examination of the required records shall, in addition to any other payment or fee provided by law, be required to pay a hearing fee if a hearing is required under Section 8-1-14 of the Hoffman Estates Municipal Code to show cause why the business license should not be revoked. Such fee shall be \$100.00 for each hearing, but \$250.00 if it is the second such hearing in 12 months and \$500.00 if it is the third or more such hearing in 12 months. Such fee shall be required under any circumstance causing such hearing to be scheduled whether or not the Person pays said tax or not subsequent to the notice of the hearing.

Section 13-14-11. CONFIDENTIALITY

All information received by the Village from returns filed pursuant to this Article 14 or from any investigations conducted pursuant to this Article, except for official Village purposes, or as required by the Freedom of Information Act, shall be confidential.

Section 14: The Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 15: This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2015

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Gayle Vandenberg	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2015

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of a resolution adopting the 2015 zoning map

MEETING DATE: March 16, 2015

COMMITTEE: Planning, Building and Zoning

FROM: Peter Gugliotta *PG*

PURPOSE: Request approval of a resolution adopting the 2015 zoning map.

BACKGROUND: The latest update to the Village zoning map is being presented for consideration. The map was reviewed by the Planning and Zoning Commission on March 4, 2015.

DISCUSSION: Attached you will find the draft 2015 zoning map. There were two major zoning changes to the map.

- ◆ Rezoning of all parcels in Bradwell Estates Subdivision from R3 to R6.
- ◆ The Beverly Properties (west side of Beverly Road, north of Tollway) has been changed back to AG (Agriculture) instead of the mixed residential zoning that was previously shown. It was determined through research by Corporation Counsel that the formal zoning district designation should continue to be AG until such time as a formal rezoning hearing process is completed through the Planning and Zoning Commission.

A list of new special uses is attached and has been added to the 2015 map. The zoning map (when printed in a large version) includes a listing of special uses. The map can be provided as a single small sheet or single/multiple large sheets. The zoning map is generated via the Village GIS.

RECOMMENDATION: Approval of the 2015 zoning map.

Attachments

Zoning Map Changes 2015

PZC DATE	ADDRESS	ACTION	ORD #	P.I.N.
SPECIAL USES				
12-18-13	1125 N. Roselle Road	Convert2Cash	4414	07-15-200-044
2-5-14	2356 Hassell Rd, J	Go Taxi Dispatch	4418	07-06-200-018
2-19-14	2120 Stonington Ave	Crossfit Xyston	4420	07-06-102-002
3-19-14	Hoffman Blvd and Rt. 59	Culvers/Mobil	4429	01-33-305-033 (resubdivided)
5-7-14	700 Cougar Trail	Verizon Antenna – Conant HS	4434	07-14-303-002

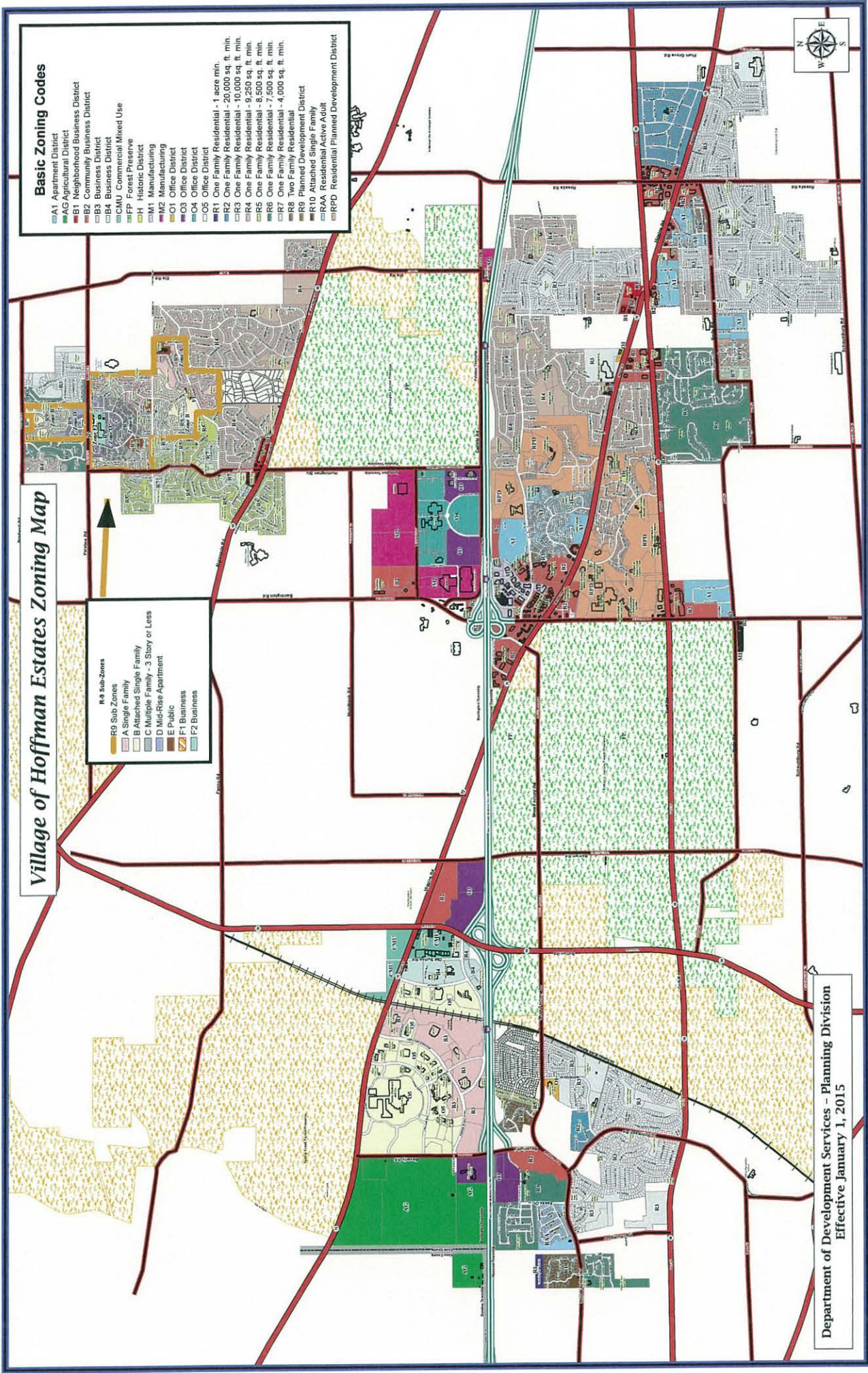
Village of Hoffman Estates Zoning Map

Basic Zoning Codes

AG	Agricultural District
B1	Neighborhood Business District
B2	Community Business District
B3	Business District
B4	Business District
CMU	Commercial Mixed Use
FP	Forest Preserve
H	Historic District
M1	Manufacturing
M2	Manufacturing
O1	Office District
O2	Office District
O3	Office District
O4	Office District
O5	Office District
R1	One Family Residential - 1 acre min.
R2	One Family Residential - 20,000 sq. ft. min.
R3	One Family Residential - 10,000 sq. ft. min.
R4	One Family Residential - 9,250 sq. ft. min.
R5	One Family Residential - 8,500 sq. ft. min.
R6	One Family Residential - 7,500 sq. ft. min.
R7	One Family Residential - 4,000 sq. ft. min.
R8	Two Family Residential
RPD	Planned Development District
R10	Attached Single Family
RAA	Residential Active Adult
RPD	Residential Planned Development District

R-8 Sub-Zones

RG	Sub-Zones
A	Single Family
B	Attached Single Family
C	Multiple Family - 3 Story or Less
D	Mid-Rise Apartment
E	Public
F1	Business
F2	Business



Department of Development Services - Planning Division
Effective January 1, 2015

RESOLUTION NO. _____ - 2015

VILLAGE OF HOFFMAN ESTATES

A RESOLUTION DIRECTING THE PUBLISHING OF THE 2015 ZONING MAP

WHEREAS, the Assistant Village Manager for Development Services of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, has presented to the President and Board of Trustees an updated zoning map showing the existing and revised zoning changes as of December 31, 2013.

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

Section 1: That the Village Clerk is hereby directed to publish said updated zoning map pursuant to 65 ILCS 5/11-13-19.

Section 2: That the Assistant Village Manager for Development Services is hereby directed to have said zoning map reproduced and shall file two (2) copies of said zoning map with the Village Clerk.

Section 3: That said updated zoning map showing existing zoning as of December 31, 2013 is hereby declared as the official zoning map of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, effective January 1, 2015.

Section 4: That said updated zoning map is attached hereto as Exhibit "A".

Section 5: That this Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2015

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Gayle Vandenberg	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2015

Village President

ATTEST:

Village Clerk

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request acceptance of a temporary construction easement and a permanent traffic signal easement with BBCN Bank, successor by merger with Foster Bank (1070 North Roselle Road) to allow installation of a traffic signal at the Golf Center Shopping Center entrance from Roselle Road

MEETING DATE: March 16, 2015

COMMITTEE: Planning, Building and Zoning

FROM: *kk* *mu* *AK* Mark Koplin/Michael Hankey/Kevin Kramer

REQUEST: Request acceptance of a temporary construction easement and a permanent traffic signal easement with BBCN Bank, successor by merger with Foster Bank (1070 North Roselle Road) to allow installation of a traffic signal at the Golf Center Shopping Center entrance from Roselle Road.

BACKGROUND: Following direction from the Village Board, staff has been pursuing approval from Cook County for a traffic signal on Roselle Road at the intersection between the Golf Center and Hoffman Plaza Shopping Centers. Easements are needed from several private property owners to complete the improvements.

Previously, the owner of Hoffman Plaza executed signal easements for the east side of Roselle Road and an easement was obtained from the owner of Golf Center, leaving the vacant Myoda property and Firestone to be addressed. Plans were modified to avoid any work on the Firestone site, and this agenda item presents the easement for the Myoda site. Collectively, the easements will provide for temporary construction activities, as well as permanent easements to allow installation of the traffic signal and associated improvements.

DISCUSSION: The attached easement, signed by BBCN Bank, includes exhibits that have been generated by the Village and its consultant to ensure it covers the necessary areas. The language has been reviewed by the current property owner (BBCN Bank, as the successor to Foster Bank by merger). It was also reviewed by the contract purchaser and their prospective new tenant, and all have agreed it is acceptable. The current property owner has signed the easement. Village Corporation Counsel has worked with staff and the various parties to ensure the language is acceptable for the Village.

RECOMMENDATION: Recommend acceptance of a temporary construction easement and a permanent traffic signal easement with BBCN Bank, successor by merger with Foster Bank (1070 North Roselle Road) to allow installation of a traffic signal at the Golf Center Shopping Center entrance from Roselle Road.

Attachment

cc: Keith England (BBCN Bank)
Edwin Vdovets (Keeler Real Estate)

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (this "Grant") made this 27th day of February, 2015, by BBCN Bank ("Grantor"), to the Village of Hoffman Estates, Cook County, Illinois, a municipal corporation ("Grantee").

WITNESSETH:

For and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the benefits to be derived from this Grant of Easement:

1. Grantor hereby grants, conveys, assigns, and quit claims to Grantee a permanent and perpetual easement ("**Permanent Easement**") in, on, upon, over, through, across, and under that certain parcel of land as described on Exhibit A attached hereto and made a part thereof ("**Permanent Easement Area**") for the right, privilege, and authority to repair, inspect, and maintain the following improvements (collectively, the "**Improvements**"): (i) certain intersection and traffic signal improvements, including the facilities incidental thereto, as more particularly described on Exhibit C attached hereto. It is agreed that Grantee intends to construct a sidewalk as part of the Improvements at its sole cost and expense. However, in the event Grantor constructs its development prior to the installation of the Improvements, Grantor may construct the sidewalk in accordance with the approved intersection improvement plans and thereafter receive reimbursement from Grantee for the cost thereof.

2. Grantor hereby grants, conveys, assigns, and quit claims to Grantee a temporary construction easement ("**Temporary Easement**") in, on, upon, over, through, across, and under a parcel of land as depicted to adjacent property on Exhibit C and described on Exhibit B attached hereto and made a part hereof ("**Temporary Easement Area**", and together with the Permanent Easement Area, the "**Easement Area**") for the right, privilege, and authority to construct and install the Improvements. The Temporary Easement shall terminate and be of no further force and effect upon the completion of the construction and installation of the Improvements. In addition, Grantee will give Grantor written notice at least ten (10) days prior to the commencement of Grantee's work.

3. Grantor hereby agrees with Grantee that (i) the officers, agents, agents of or on behalf of Grantee, or employees of Grantee whenever elected, appointed, or hired, may at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over, and across the Easement Area, and do and perform any and all acts necessary or convenient to

the carrying into effect the purposes for which this Grant and the easements created hereby are made, and (ii) Grantor shall not disturb, molest, injure, or in any manner interfere with, or in any way restrict access to, the Easement Area in any way that contravenes Grantee's rights hereunder. Notwithstanding the foregoing, Grantee hereby agrees that (a) Grantee shall not use the Easement Area for any purpose other than the purposes permitted under the provisions of this Grant, (b) Grantee shall not store construction material, vehicles, or equipment within the Easement Area, and (c) Grantee's use of the Easement Area shall not materially interfere with Grantor's use (or the use of any tenant of Grantor) of the Easement Area, its construction activities on the Easement Area and the surrounding property owned by Grantor, or its ordinary course of business. Grantee will perform Grantee's work in such a manner so as to not affect the visibility of or access to the Grantor's property or adversely affect the business and operation on the Grantor's property, including without limitation, any drive-thru operation. Grantee will not interfere with any utility lines or easements within the Easement Area or elsewhere on Grantor's property, including without limitation, electrical lines, sanitary sewer lines, storm sewer lines, storm drain lines, gas lines, water lines, and telephone lines. Grantee will separate the Easement Area by cones or by other appropriate construction safety barriers while Grantee performs any work in the Easement Area and will not block or interfere with the access drives or drive-thru lanes on Grantor's property. Grantee will not "cone off" or block in any manner any access drive at any time on Grantor's Property without consent of the Grantor.

4. Grantee covenants and agrees to restore, at its sole cost and expense, all portions of the Easement Area to its original condition immediately following any work conducted in accordance with the terms of this Grant. Any such restoration shall be commenced as soon as practicable following Grantee's completion of the work it may from time to time perform.

5. Grantee covenants and agrees, at its sole cost and expense, to maintain the Improvements and to perform any and all actions reasonably necessary, customary, and appropriate to keep the Improvements in safe and good working order.

6. All work labor, services, equipment, tools, and materials to be performed, furnished, or used directly or indirectly in, or in connection with the constructing, installing, reconstructing, replacing, removing maintaining, altering, inspecting, and repairing of the Improvements and all recording costs and all other matters and things to be performed, furnished, or used, or expenses to be paid, under the terms of this Grant, shall be at the sole cost and expense of Grantee. All construction undertaken by Grantee pursuant to this Grant shall be completed free and clear of mechanics and materialmen's liens, and Grantee shall protect, defend, and indemnify Grantor from any such liens or claims of lien.

7. Grantee shall hold Grantor harmless from and against any and all claims, actions, suits, or damages arising out of Grantee's activities conducted upon the Easement Area or in connection with this Grant, except to the extent such claims, actions, suits, or damages were caused by the gross negligence of Grantor.

8. Grantee will enter upon the Easement Area and conduct Grantee's work at its sole risk, cost and expense. Grantee waives and relinquishes any and all claims related to this Grant of Easement now or hereafter arising in Grantee or any of Grantee's parties occasioned by, directly or indirectly, the condition of the Grantor's property and the Easement Area or any improvements thereon or any other facts or occurrences with respect to Grantee's conduct under

this Grant of Easement. Grantee also agrees and acknowledges that Grantor makes no representations or warranties as to the condition of the Easement Area or Grantor's property.

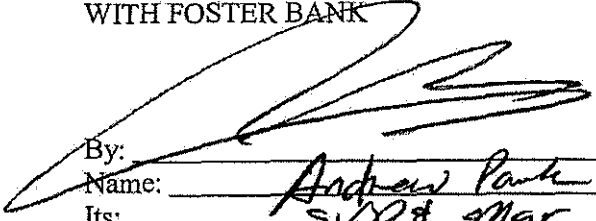
9. The easements granted herein shall run with the land and that the covenants, agreements, terms, conditions, obligations, rights, and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, successors, grantees, lessees, and assigns.

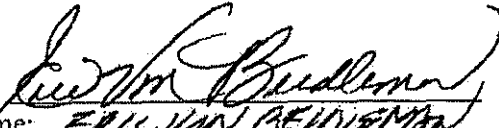
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Grantee have caused its name to be signed to these presents the day and year first above written.

GRANTOR:

BBCN BANK SUCCESSOR BY MERGER
WITH FOSTER BANK


By: _____
Name: Andrew Park
Its: SVP & Mgr


By: _____
Name: ERIC VON BIEDEMAN
Its: SVP & Mgr

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

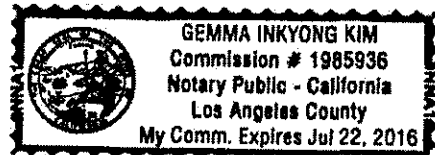
State of California
County of Los Angeles

On March 5, 2015 before me, Gemma Inkyong Kim
(insert name and title of the officer)

personally appeared Andrew Park & Eric Von Beidleman
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Gemma Inkyong Kim* (Seal)

GRANTEE:

Village of Hoffman Estates,
a municipal corporation

By: _____

Name: _____

Its: Village President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named individual of the Village of Hoffman Estates, a municipal corporation, who acknowledged that they, being duly authorized, did execute the foregoing instrument for the purposes therein contained and that the same is the free act and deed of said corporation, and his free act and deed, both individually and as such corporation

GIVEN under my hand and Notary Seal this _____ day of _____, 2015.

Commission expires _____, _____.

Notary Public

EXHIBIT A

PERMANENT EASEMENT AREA

THAT PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF ROSELLE ROAD WITH THE SOUTH LINE OF GOLF ROAD AS WIDENED; THENCE SOUTH 00 DEGREES 16 MINUTES 29 SECONDS WEST, ALONG THE WEST LINE OF ROSELLE ROAD, 590.28 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 47 DEGREES 11 MINUTES 36 SECONDS WEST, 54.48 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 06 SECONDS WEST, 11.52 FEET; THENCE NORTH 72 DEGREES 42 MINUTES 07 SECONDS EAST, 41.74 FEET TO A POINT ON THE AFORESAID WEST LINE OF ROSELLE ROAD; THENCE NORTH 00 DEGREES 16 MINUTES 29 SECONDS EAST ALONG THE SAID WEST LINE OF ROSELLE ROAD, 36.13 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

TEMPORARY EASEMENT AREA

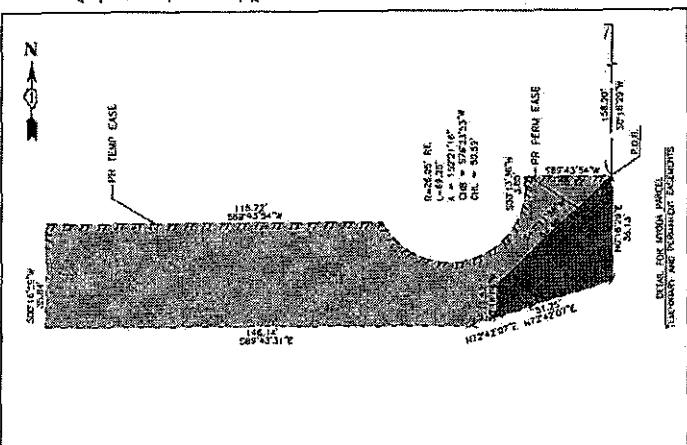
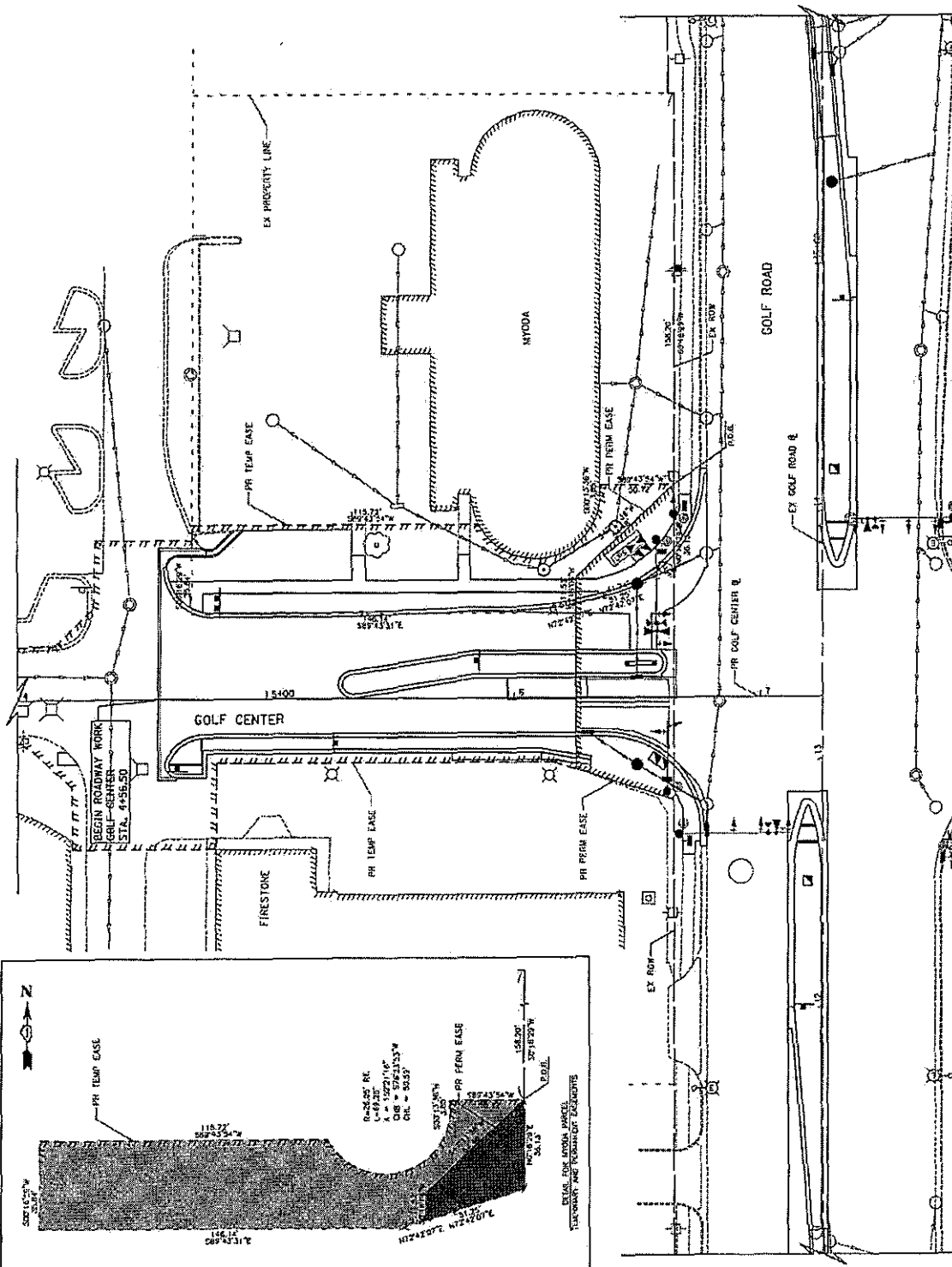
THAT PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF ROSELLE ROAD WITH THE SOUTH LINE OF GOLF ROAD AS WIDENED; THENCE SOUTH 00 DEGREES 16 MINUTES 29 SECONDS WEST, ALONG THE WEST LINE OF ROSELLE ROAD, 590.28 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 43 MINUTES 54 SECONDS WEST, 30.12 FEET; THENCE SOUTH 0 DEGREES 13 MINUTES 36 SECONDS WEST, 3.85 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 26.05 FEET, AN ARC LENGTH OF 69.26 FEET, A CENTRAL ANGLE OF 152 DEGREES 21 MINUTES 16 SECONDS AND WHOSE LONG CHORD BEARS SOUTH 76 DEGREES 23 MINUTES 53 SECONDS WEST, A DISTANCE OF 50.59 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 54 SECONDS WEST, 115.72 FEET; THENCE SOUTH 0 DEGREES 16 MINUTES 29 SECONDS WEST, 35.84 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 31 SECONDS EAST, 146.14 FEET; THENCE NORTH 72 DEGREES 42 MINUTES 7 SECONDS EAST, 9.51 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 6 SECONDS EAST, 11.52 FEET; THENCE NORTH 47 DEGREES 11 MINUTES 36 SECONDS EAST, 54.48 FEET TO THE POINT OF BEGINNING ON THE AFORESAID WEST LINE OF ROSELLE ROAD, IN COOK COUNTY, ILLINOIS.

EXHIBIT C

INTERSECTION AND TRAFFIC SIGNAL IMPROVEMENTS

[ATTACHED]



SHEET NO. 1 TOTAL SHEETS 1	COUNTY VICTORIA	PROJECT GOLF CENTER	DATE 10/20/04
VILLAGE OF HOFFMAN ESTATES			
MYODA BASEMENTS - EXHIBIT B			
SCALE: 1" = 20'			
TO STA.			
DESIGNER CIVILTECH	CHECKED JRM	DATE 10/20/04	REVISIONS 1 2 3
USER NAME JRM	DRAWN JRM	DATE 10/20/04	REVISIONS 1 2 3
PROJECT SCALE 1" = 20'	DRAWN JRM	DATE 10/20/04	REVISIONS 1 2 3
USER NAME JRM	DRAWN JRM	DATE 10/20/04	REVISIONS 1 2 3

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization to replace Code Enforcement Division vehicle Unit 99 through the Northwest Municipal Conference Suburban Purchasing Cooperative in an amount not to exceed \$14,500

MEETING DATE: March 16, 2015

COMMITTEE: Planning, Building and Zoning

FROM: Peter Gugliotta^{PK}/Clayton Black^{CB}

REQUEST: Request authorization to replace Code Enforcement Division vehicle Unit 99 through the Northwest Municipal Conference Suburban Purchasing Cooperative in an amount not to exceed \$14,500.

BACKGROUND: The approved 2015-2022 Capital Improvements Program included the replacement of one Code Enforcement vehicle at a cost of \$13,000. The vehicle is 13 years old and Public Works has stated a concern over future maintenance of this vehicle given high repair costs and breakdowns in 2014.

DISCUSSION: The equipment replacement guidelines for replacing administrative vehicles are 10 years or 100,000 miles. Due to previous fiscal restraints and the use of Police wash downs, 4 of the 10 vehicles in the Code Enforcement Division fleet have exceeded one or both of these guidelines. All of the vehicles have been driven carefully by Code Enforcement Division inspectors and maintained by Public Works to safely allow for this extension.

The 2015 budget included \$13,000 for the replacement of Unit 99, a 2002 Chevy Blazer, with a 2014 Ford Focus through the NWMC Suburban Purchasing Cooperative, but that cost has increased in 2015 to approximately \$14,500. Public Works has stated that this is likely the best available price and recommend that the other three vehicles be replaced next year or with Police wash downs as they become available.

FINANCIAL IMPACT: The Finance Department indicates that the vehicle is fully depreciated and contributed funds, as well as interest earnings are available in the Capital Replacement Fund to fund this purchase.

RECOMMENDATION: Approval to replace Code Enforcement Division vehicle Unit 99 through the Northwest Municipal Conference Suburban Purchasing Cooperative with the new 2015 Ford Focus in an amount not to exceed \$14,500.



2015 Ford Focus Sedan (S) 4-Door
SPC Contract #115



Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer
www.CurrieFleet.com



Currie Motors Frankfort
SPC Contract #115
2015 Ford Focus S Sedan
Call Tom Sullivan (815) 464-9200

Standard Package: \$13,256.00

Warranty 3 Years 36,000 miles Bumper to Bumper/ 5 Years 60,000 Power train

Free Delivery With in 30 Miles From Point of
Purchaser's Billing Address

Front-Wheel Drive

Fr/Rr Gas Shocks

ABS & Driveline Traction Control

1-12 Volt Power Outlet

2.0 I-4 Ti-VCT GDI w/Flex Fuel

Transmission – 5-Speed Manual

Stability Control

Aero-Composite Halogen Headlamps

Front/Rear Body Colored Bumpers

Grille – Chrome Bar

Driver and Passenger Power Remote Black
Mirrors

P195/65TR15.0 BSW AS Tires

Rearview Camera

Power Front Windows/Manual Rear

Air Conditioning – manual

Audio – AM/FM/CD

Electric Power-Assist Rack and
Pinion Steering

Full Carpet Floor Covering

Analog Instrumentation

Power Door Lock w/ Single Key Fob

Day Night Rear View Mirror

Bucket Front Seats w/Full Folding Rear Seat

Steering Wheel with Tilt/Telescopic

Fixed Interval Windshield Wipers

Sync w/MyFord

Airbags – Driver and passenger side,
Curtain 1st and 2nd Row Overhead

Order cut-off: TBD

Additional Options and Order Ford

Please enter the following:

Ford Fleet Number _____
Contact Name _____
Phone Number _____
Purchase Order Number _____
State Tax Exempt Number E9998-0983-06

PLEASE SUBMIT P.O. TO:

Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200 FAX: (815) 464-7500
Contact Person: Tom Sullivan
CurrieFleet@gmail.com
www.CurrieFleet.com

<input checked="" type="checkbox"/>	Transmission: 6-Speed Powershift Automatic	953.00
<input type="checkbox"/>	Dealer Installed Power Code Remote Start	445.00
<input type="checkbox"/>	Keyless-Entry Keypad	83.00
<input type="checkbox"/>	Exterior Protection Package: Rear Bumper Protector Molded Front and Rear Splash Guards	245.00
<input type="checkbox"/>	Cargo Management Package: Cargo Net Foldable Soft Cargo Organizer	100.00
<input type="checkbox"/>	Cargo Area Protector	65.00
<input type="checkbox"/>	Focus Graphic Package	326.00
<input type="checkbox"/>	Stainless Steel Door-Sill Plates	95.00
<input type="checkbox"/>	Engine Block Heater	150.00
<input checked="" type="checkbox"/>	Daytime Running Lights	40.00
<input checked="" type="checkbox"/>	Delivery Over 30 Miles	125.00
<input type="checkbox"/>	Rustproof/Sound Shield	395.00
<input type="checkbox"/>	4-Corner Strobe	750.00
<input type="checkbox"/>	7 Year 60,000 Mile Powertrain Care	950.00
<input type="checkbox"/>	Shop Manual-CD Rom	295.00
<input type="checkbox"/>	Shop Manual-Paper	295.00

Options – Exterior

<input checked="" type="checkbox"/>	Oxford White
<input type="checkbox"/>	Tuxedo Black
<input type="checkbox"/>	Magnetic
<input type="checkbox"/>	Ingot Silver

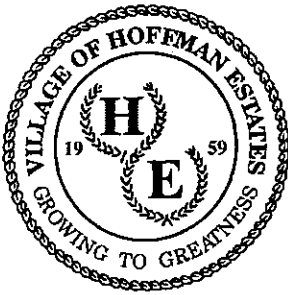
Options – Interior

<input type="checkbox"/>	Charcoal Black
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Please contact us if we have missed an option

CurrieFleet@gmail.com

Please submit P.O. with Vehicle Order



**VILLAGE OF HOFFMAN ESTATES
DEPARTMENT OF DEVELOPMENT SERVICES
*PLANNING DIVISION MONTHLY REPORT***

SUBMITTED TO: PLANNING, BUILDING & ZONING COMMITTEE
BY: Peter Gugliotta, Director of Planning, Building and Code Enforcement

March 2015

PLANNING AND ZONING COMMISSION MEETINGS

February 18, 2015 Meeting

- Meeting Cancelled - No Petitioners

March 4, 2015 Meeting

- Resident, 760 Orange – Setback Variation for addition
- Main Event, SEC Pratum Ave & Prairie Stone Pkwy – Final Plat & Site Plan for an Entertainment Center
(Continued to April 1, 2015)
- 2015 Zoning Map Review

Upcoming March 18, 2015 Meeting

- Royal Foot Spa, 14 Golf Center, Special Use for a Foot Massage Business
- Adesa Vehicle Auction, NWC Beverly Rd & Prairie Stone Pkwy – Rezoning, Special Use, Final Plat, Final Site Plan with Variations, and Master Sign Plan

Upcoming April 1, 2015 Meeting

- Main Event, SEC Pratum Ave & Prairie Stone Pkwy – Final Plat & Site Plan for an Entertainment Center
(Continued from March 4, 2015)
- Burger King (under permit review), 2599 W. Higgins - Master Sign Plan Amendment
- Resident, 520 Olive Street – Setback Variation for addition

CURRENT ACTIVE PROJECT REVIEWS

- Bergman Farm, northwest corner of Algonquin and Ela – Final site plan and subdivision for single family homes
- McDonald's – Barrington Square Town Center – Site Plan and new restaurant and demolition of existing building and Plat of Resubdivision, site improvements, and master sign plan for the overall Town Center
- Wendy's, Golf Center – Site plan for store remodel
- Poplar Creek Crossing outlot, Sutton Rd. – Final site plan for retail building
- Bright Hope, 2060 Stonington – Special Use and Site Plan Amendment for Assembly Use
- Woodfield Acura, former Dover Straits – site plan for new auto dealership
- Beverly Properties – Site plan for warehouse building
- Prairie Stone Parcel 16 – Site Plan for retail building

POTENTIAL UPCOMING PROJECTS

- 2495 Pembroke – site plan amendment for parking lot expansion
- Huntington Club Townhomes, site plan for parking lot expansion
- Plum Farms, North side of Higgins Rd. at Old Sutton Rd. – Concept plan for mixed use development
- Prairie Stone Parcel 23 – Concept Site Plan for day care center
- SE corner Beverly & Prairie Stone Parkway – Site Plan for entertainment use
- Hoffman Plaza – Site plan amendment for façade changes, new tenants, and other improvements
- 1070 N. Roselle (former Myoda) – Concept plan for new restaurant
- Golf Road Car Wash – Concept plan for car wash redevelopment
- Firestone, 1050 N. Roselle – Site plan amendment for parking lot modifications and sign relocation
- Firestone, 801 N. Barrington Rd. – Site plan for tire storage building
- 1300 Higgins Road (former Marathon gas station) – Concept plan for automotive repair use

GENERAL ACTIVITIES

On February 26, Peter Gugliotta attended an APA-CMS seminar on post-recession suburban development trends.

Site Plan Review Process	This Month		This Quarter		Year to Date	
Number administrative cases completed	1	100% completed	2	100% completed	2	100% completed
Number of PZC cases completed	0	administratively	0	administratively	0	administratively
Annual goal is to complete at least 65% of cases through administrative review process						

Site Plan Review Timing	This Month		This Quarter		Year to Date	
Number of cases processed within 105 days	1	100% completed within 105 days	2	100% completed within 105 days	2	100% completed within 105 days
Annual goal is to complete 100% of cases within 105 days						

Coordinating Planning & Code Efforts	This Month	This Quarter	Year to Date	Year Target
Number of staff coordination meetings held	4	8	8	48

Economic Development Information Items	This Month	This Quarter	Year to Date	Year Target
Number of visithoffman.com listings updated	5	8	8	100% updated within 5 days
Average number of Village signs in rotation on electronic Tollway sign	2	2	2	100% of time at least 2 signs in rotation
New digital signs produced for Tollway sign	0	7	7	6

Comprehensive Plan Update	This Month	This Quarter	Year to Date	Year Target
Number of meetings held by staff working group	1	5	5	20
Percentage of detailed draft outline completed	25%	25%	25%	100% completion of detailed draft outline

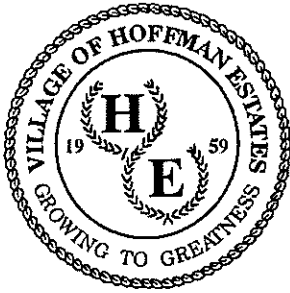
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

- Received notice from HUD that the 2015-2016 CDBG allocation will be \$246,395, approximately \$5,000 less than the 2014-2015 allocation.
- The Village’s 2013 CAPER submittal was reviewed by HUD and no compliance issues were identified.
- Continued collaboration with Cook County and other HOME Consortia entitlement communities on the 2015-2019 Consolidated Plan update which will take place throughout 2015.

The current CDBG Program Year runs from October 1, 2014 through September 30, 2015. Therefore the information below is for the second quarter of the current program year.

CDBG Expenditures and Reporting Ratio	This Month		This Quarter		Year to Date	
	\$15,176	1.67	\$15,176	1.67	\$186,433	1.67
Percentage equals ratio of unspent funds to total allocated funds in program year. Permitted to hold of up to 1.5 of yearly allocation.						

Housing Program Goals	This Month	This Quarter	Year to Date	Year Target
Rehabilitation Projects completed	0	0	0	5
Housing & related issues education pieces released	0	0	2	5



**VILLAGE OF HOFFMAN ESTATES
DEPARTMENT OF DEVELOPMENT SERVICES
CODE ENFORCEMENT DIVISION MONTHLY REPORT**

SUBMITTED TO: PLANNING, BUILDING & ZONING COMMITTEE
BY: Peter Gugliotta Director of Planning, Building and Code Enforcement

March 2015

GENERAL ACTIVITIES

- On February 10, 2015, Ray Norton attended the Northwest Building Officials and Code Administrators continuing education luncheon.
- On February 17, 2015, David Banaszynski held a presentation at Tate and Lyle.
- On February 19, 2015, Jeff Mattes and Tim Meyer attended the Suburban Building Officials Conference seminar on Masonry Construction and the Building Code sponsored by the Masonry Advisory Council in Lombard.
- On February 20, 2015, David Banaszynski and Tony Knuth attended a Hoarding class in McHenry.
- On February 24, 2015, John Shogren attended an IPIA Plumbing Inspectors luncheon meeting in Aurora.
- On February 24 & 25, 2015, David Banaszynski attended a joint meeting between IDPH and the FDA in Springfield.
- Staff is meeting regularly with new owners of the Enclave Apartments (formerly Salem Ridge) to review ongoing building upgrades that are underway.
- At the request of a potential tenant, Staff did an assessment (with Planning and Fire) of the vacant former Burger King building at 50 E. Higgins to identify building and site upgrades that would be needed if the building were to be proposed for re-occupancy as a restaurant. There would be significant improvements needed.
- Staff is coordinating with the Fire Department on several current properties with code violations.

ADMINISTRATIVE ACTIVITIES

- In March, a new building permit application form and related documents will begin being used.
- Staff is preparing for the annual contractor license renewal mailing to begin in March, with licenses expiring on April 30.
- Staff is assisting the Finance Department with data updates related to comprehensive utility billing changes.

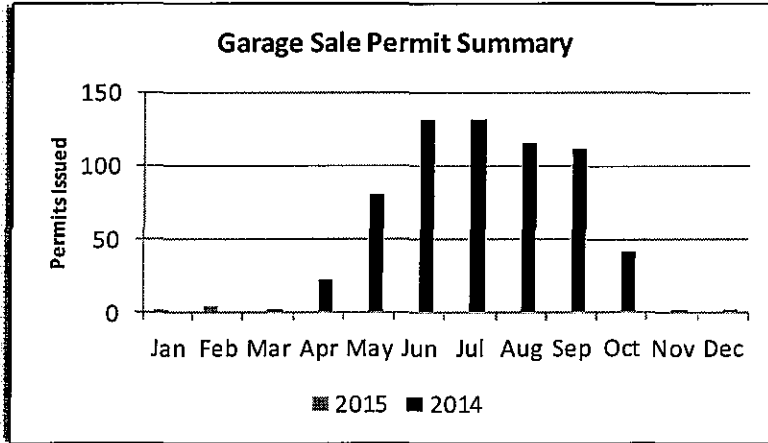
Enhance Customer Service In Permit Process	This Month	This Quarter	Year to Date	Year Target
Number of building permit plan review process improvements made	0	0	0	2
Number of building permit administrative processing improvements made	0	0	0	2

RENTAL HOUSING LICENSE AND INSPECTION PROGRAM

- There are currently 1,872 rental properties registered at this point.
- Citations are being issued to roughly 50 owners who did not renew their license.
- Collection of any outstanding money owed by rental owners to the Village continues to occur as part of the rental housing process.

Garage Sales

Year	2015	2014
Jan	2	1
Feb	5	1
Mar	0	3
Apr	0	23
May	0	81
Jun	0	131
Jul	0	132
Aug	0	115
Sep	0	111
Oct	0	41
Nov	0	3
Dec	0	2
Total	7	644

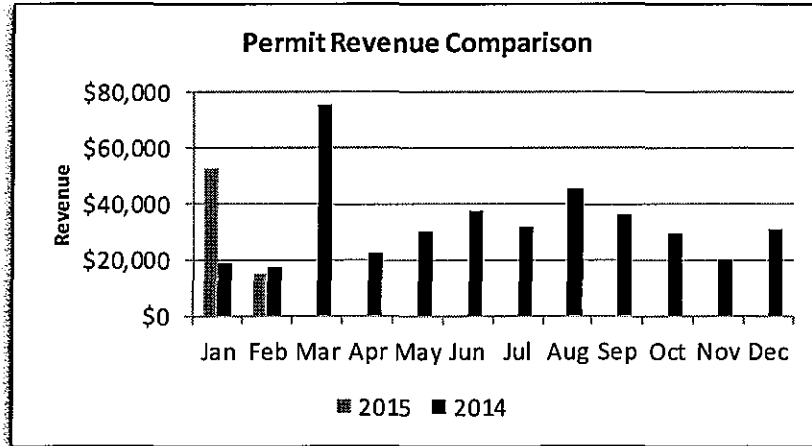


2015 Building and Fire Permits Issued

Permit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2015 YTD	2014 Total
Building Permits														
Commercial Remodeling	4	4	0	0	0	0	0	0	0	0	0	0	8	69
Community Residence	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Demolition	0	0	0	0	0	0	0	0	0	0	0	0	0	5
Driveways	4	0	0	0	0	0	0	0	0	0	0	0	4	248
Electrical	1	2	0	0	0	0	0	0	0	0	0	0	3	85
Fences	0	1	0	0	0	0	0	0	0	0	0	0	1	182
Mechanical	14	17	0	0	0	0	0	0	0	0	0	0	31	180
Miscellaneous Permits	19	15	0	0	0	0	0	0	0	0	0	0	34	568
Multi-Family Remodeling	0	3	0	0	0	0	0	0	0	0	0	0	3	51
New Commercial	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Plumbing	21	26	0	0	0	0	0	0	0	0	0	0	47	211
Pools	0	0	0	0	0	0	0	0	0	0	0	0	0	16
Residential Decks & Patios	0	0	0	0	0	0	0	0	0	0	0	0	0	121
Residential Garages	0	0	0	0	0	0	0	0	0	0	0	0	0	6
Residential Remodeling	10	8	0	0	0	0	0	0	0	0	0	0	18	177
Residential Sheds	1	0	0	0	0	0	0	0	0	0	0	0	1	44
Roofs/Siding	4	3	0	0	0	0	0	0	0	0	0	0	7	539
Signs	11	3	0	0	0	0	0	0	0	0	0	0	14	101
New Single Family Residences	3	0	0	0	0	0	0	0	0	0	0	0	3	1
Fire Permits														
Automatic Fire Alarms	1	2	0	0	0	0	0	0	0	0	0	0	3	37
Fuel Storage Tanks	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hood & Duct	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Automatic Sprinklers	1	4	0	0	0	0	0	0	0	0	0	0	5	37
Lock Boxes	0	0	0	0	0	0	0	0	0	0	0	0	0	7
Other	0	2	0	0	0	0	0	0	0	0	0	0	2	50
2015 Total	94	90	0	0	0	0	0	0	0	0	0	0	184	
2014 Total	91	86	146	225	306	329	312	313	277	328	179	147		2739

Permit Revenue

Year	2015	2014
Jan	\$52,379	\$18,611
Feb	\$15,057	\$17,377
Mar	\$0	\$75,725
Apr	\$0	\$22,612
May	\$0	\$30,175
Jun	\$0	\$37,807
Jul	\$0	\$31,923
Aug	\$0	\$45,104
Sep	\$0	\$35,858
Oct	\$0	\$29,589
Nov	\$0	\$20,425
Dec	\$0	\$30,858
Total	\$67,436	\$396,064



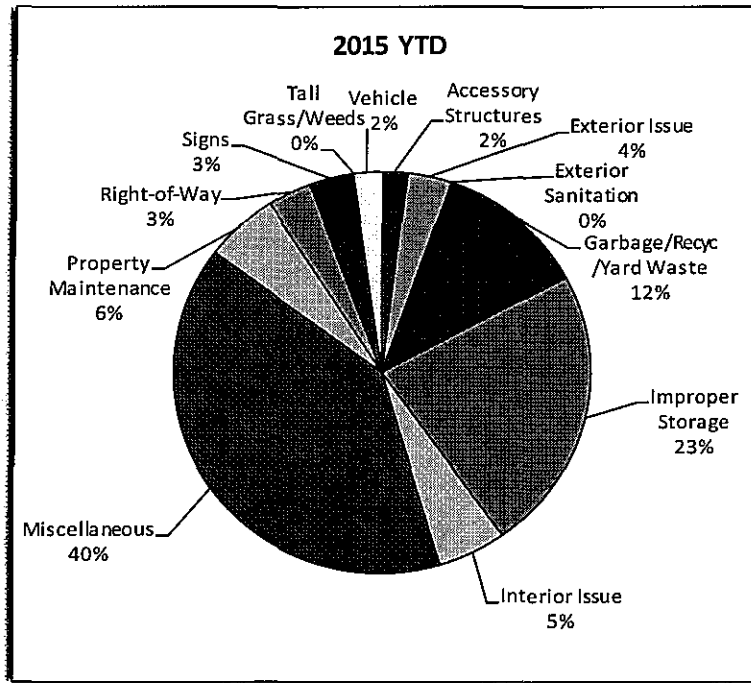
2015 Budget: \$545,000

Total Revenue includes building permits, fire permits and Temporary Certificates of Occupancy.

Building Permit Processing Performance	This Month	This Quarter	Year to Date	Year Target
Percentage of permits entered in computer within 24 hours of submittal	98%	99%	99%	95% within 24 hours
Percentage of permit plan reviews completed within 10 business days	98%	99%	99%	95% within 10 days
Percentage of final permits processed within 48 hours of plan approval	98%	99%	99%	90% within 48 hours

2015 Property Maintenance Summary Report

Violation	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2015 YTD	2014 Total
Accessory Structures	4	1	0	0	0	0	0	0	0	0	0	0	5	46
Exterior Issue	5	4	0	0	0	0	0	0	0	0	0	0	9	750
Exterior Sanitation	0	0	0	0	0	0	0	0	0	0	0	0	0	29
Garbage/Recyc/Yard Waste	21	10	0	0	0	0	0	0	0	0	0	0	31	497
Improper Storage	34	26	0	0	0	0	0	0	0	0	0	0	60	342
Interior Issue	11	3	0	0	0	0	0	0	0	0	0	0	14	67
Miscellaneous	58	46	0	0	0	0	0	0	0	0	0	0	104	434
Property Maintenance	5	10	0	0	0	0	0	0	0	0	0	0	15	95
Right-of-Way	5	4	0	0	0	0	0	0	0	0	0	0	9	146
Signs	8	1	0	0	0	0	0	0	0	0	0	0	9	321
Tall Grass/Weeds	0	0	0	0	0	0	0	0	0	0	0	0	0	319
Vehicle	6	0	0	0	0	0	0	0	0	0	0	0	6	54
2015 Total	157	105	0	0	0	0	0	0	0	0	0	0	262	
2014 Total	320	352	387	375	498	329	322	209	88	79	52	89		3100



2015 Citations Issued

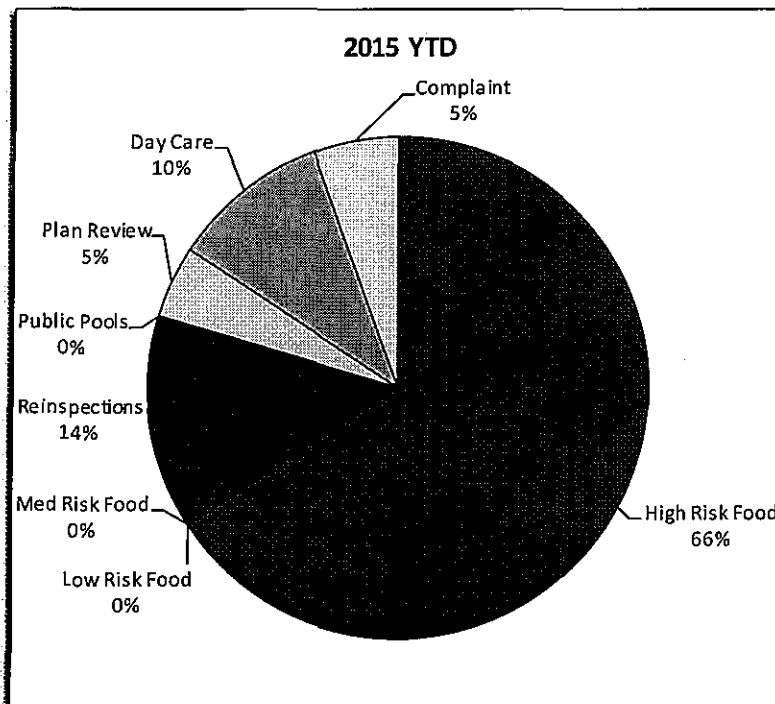
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
55	47	0	0	0	0	0	0	0	0	0	0	102

*Includes Rental License Citations (new for 2015)

Inspection Services Performance	This Month	This Quarter	Year to Date	Year Target
Percentage of property maintenance inspections completed within 24 hours of notice	95%	94%	95%	95% within 24 hr. notice

2015 Environmental Health Inspection Report

Activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
High Risk Food	39	32	0	0	0	0	0	0	0	0	0	0	71
Med Risk Food	0	0	0	0	0	0	0	0	0	0	0	0	0
Low Risk Food	0	0	0	0	0	0	0	0	0	0	0	0	0
Reinspections	8	7	0	0	0	0	0	0	0	0	0	0	15
Public Pools	0	0	0	0	0	0	0	0	0	0	0	0	0
Plan Review	1	4	0	0	0	0	0	0	0	0	0	0	5
Day Care	11	0	0	0	0	0	0	0	0	0	0	0	11
Complaint	4	2	0	0	0	0	0	0	0	0	0	0	6
Total	63	45	0	0	0	0	0	0	0	0	0	0	108



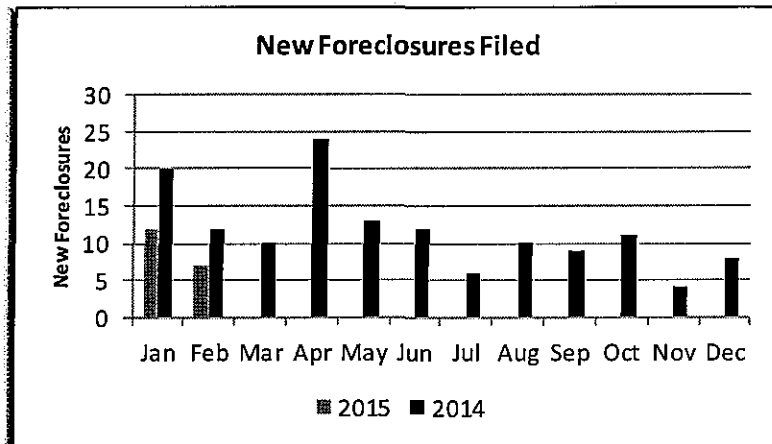
Food establishments are divided into the risk categories of high, moderate or low, and planned inspections are performed three, two, or one time each year respectively. A high risk establishment presents a high relative risk of causing foodborne illness based on the large number of food handling operations typically implicated in foodborne outbreaks and/or the type of population served by the facility. There are approximately 265 facilities that require a total of approximately 470 planned inspections throughout the year (this number fluctuates based on businesses opening/closing).

Inspection Services Performance	This Month	This Quarter	Year to Date	Year Target
Percentage of annual food health inspections completed	6.8%	14.8%	14.8%	100% of total

During 2014, the State of Illinois began implementing a new Food Handler Permit rule that requires every food establishment employee to pass a basic online test relative to their job tasks, as opposed to the previous rule where just one on-site manager must be trained. As part of this new rule, the Village Health Officer has the added responsibility of spot checking employees on basic requirements such as hot or cold temperatures, hand washing practices, and other basic sanitation provisions. There has also been an increase in the number of establishments requesting educational information from the Health Officer due to these new State regulations.

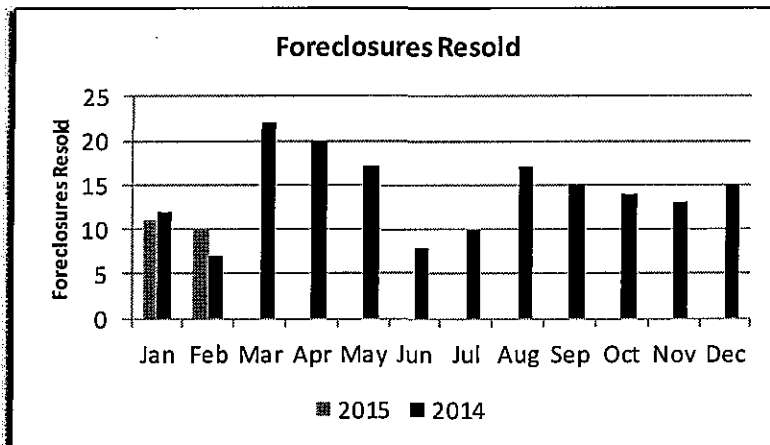
New Foreclosures Filed

Year	2015	2014
Jan	12	20
Feb	7	12
Mar	0	10
Apr	0	24
May	0	13
Jun	0	12
Jul	0	6
Aug	0	10
Sep	0	9
Oct	0	11
Nov	0	4
Dec	0	8
Total	19	139



Foreclosures Resold

Year	2015	2014
Jan	11	12
Feb	10	7
Mar	0	22
Apr	0	20
May	0	17
Jun	0	8
Jul	0	10
Aug	0	17
Sep	0	15
Oct	0	14
Nov	0	13
Dec	0	15
Total	21	170



ECONOMIC DEVELOPMENT & TOURISM MONTHLY REPORT

MARCH 2015



General

- Communicated with local brokers and property owners to answer questions and help fill vacant properties.
- Spoke to the brokers and the banks who are working to find buyers for various properties in the Entertainment District in Prairie Stone. Also had several conversations with possible developers for the vacant parcels of land.
- Updated the Village's available properties database through Location One Information System (LOIS). The properties are updated weekly.
- Ongoing phone calls and emails with shopping center owners in town to receive updates on properties and assist in improving the properties.
- Attended the monthly new members committee meeting of the Chamber of Commerce and several other Chamber functions, such as the Chit n' Chat lunch and The Annual Mayor's Breakfast.
- Continued work with two entrepreneurs looking to open new businesses in the Entertainment District. One would be a craft distillery and the other a German beer garden. Both concepts will appear before the Board for consideration and approval.
- Represented the Village at the monthly Association of Industrial Real Estate Brokers (AIRE) lunch event where staff had the chance to learn new financing strategies and network with industrial brokers.
- Participated in the Young Professional Advisory Committee's conference call to further the mission of the IEDC.
- Attended an IEDC Economic Development Marketing & Attraction training course toward gaining Certified Economic Developer status.
- Began the process to redesign the 59-90.com website for an improved look and function.
- Attended the monthly Arts Commission meeting and processed contracts for the upcoming Summer Concert Series performances.
- Coordinated with the Engineering Division to finalize the Myoda site Grant of Easement to be able to start the Roselle Road Traffic Signal project.
- Attended the SBA Manufacturer's Summit at Harper College.

Office/Industrial

- The department is working with GCAMP to promote the Maker movie showing on March 19th at 7pm at the Schaumburg Prairie Center for the Arts and eventually help start a Maker workshop in the area.
- Finished 2014 having met with 14 businesses as part of the BRE visits. Staff visited 1 in 2015 and has 2 more scheduled so far. Outreach will continue throughout the year.
- Spoke with two separate brokers who were in the site selection process for international manufacturing companies. One company preliminarily approved a Hoffman Estate site for their new building but final approval is pending until April.

Retail

- Continued booth design preparations and travel arrangements for the ICSC RECon show in May. Staff will continue to work on booth design and scheduling appointments.
- Representatives of the Village attended the Entertainment Evolution Experience conference in Los Angeles to promote the Village's 59/90 Entertainment District. The conference had excellent speakers with new ideas which the Village can implement. Staff had several quality meetings and met new players in the entertainment real estate industry.
- Continued pursuit of a hardware store operator in the Village.

Tourism

BIG TEN WOMEN'S BASKETBALL TOURNAMENT - MARCH 4-8, 2015 - SEARS CENTRE ARENA

- Prepared VIP greeter gift bags for each coach and athletic director from the 14 universities which included items from each of the hosting municipalities - Hoffman Estates (Maryland & Wisconsin at Marriott, Rutgers & Ohio State at Hilton Garden Inn), Schaumburg (Northwestern, Michigan State, Purdue) Arlington Heights (Indiana, Michigan, Iowa), Elk Grove Village (Illinois), and Elgin (Penn State, Minnesota, Nebraska). Big Ten staff and officials stayed at the Hyatt Place Hoffman Estates. Conducted field work with each team lodging hotel to prepare for logoed hotel keys, standing signage, door slicks, and welcome buttons. Conducted field work with each hotel during tournaments to ensure each team received a consistent welcome and hospitality.

USA 2015 FINALS - SOCCER TOURNAMENT - MARCH 26-30, 2015 - SEARS CENTRE ARENA

- Working with tournament organizers on lodging for teams. Promoter is now covering arena expenses and Chicago Mustangs are covering hotel rooms. Hotels initially were asked for a \$30 rebate per room night and are now seeking lowest available rate and earned comps for coaches and officials.

Tourism (Cont.)

FITNESS FOR AMERICA - JULY 25-26, 2015 - AT&T CAMPUS

- Secured sponsorship for the 2015 fest from Alexian Healthcare Network. Putting together a recap of the 2014 event and seeking to increase their sponsorship to \$30,000. Changing event to GLO-RUN this year and pulling away from soliciting professional runners (Kenyan runners have taken top prizes for the past three years). Transitioning event to be more recreational and moving prize purses to every age level. Currently meeting with event organizers, soliciting usage of AT&T campus, and engaging local businesses. Preparing to meet with ABHN marketing staff to prepare for meeting with Mark Frey.

MEETINGS/ACTIVITIES

- IRCA - Ongoing meetings to grow occupancy for State 2016.
- Ongoing meetings with Meet Chicago NW and Elgin/Fox Valley CVBs to coordinate Big Ten volunteers, ticket sales, etc.
- Celtic Fest Commission - Soliciting and confirming activity providers for the fest on March 22 at Sears Centre Arena.
- Bad Ass Dash - Consulting with event organizers to grow participation and local business engagement.
- Dirty Girl - Consulting with event organizers on first time event.
- MS (Multiple Sclerosis Foundation) Regional Walk - Consulting with event organizers to create event awareness and engage local businesses.
- First Hospitality Management - Large hotel management group. Met with current Hilton Garden Inn Director of Sales.
- White Lodging - Taking management contract of Hoffman Estates Hilton Garden Inn in July.
- WW II Re-enactment Group - Not hosting event in 2015 and is seeking Paul Douglas Woods for event in June 2016.
- Attended Mayors Annual Breakfast at Sears Centre Arena.
- IHSA - Participated in meeting with IHSA officials to solicit their use of Sears Centre Arena.
- Driving tour with new Hyatt Place Director of Sales to show top and targeted accounts and demand generators.



Kevin Kramer, Director of Economic Development