

AGENDA

*Village of Hoffman Estates
First Meeting of the Month
Village Board of Trustees*

*1900 Hassell Road
Hoffman Estates, IL 60169
847/882-9100*

Board Room

April 6, 2015

(Immediately Following Special Public Health & Safety Committee)

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **RECOGNITION OF AUDIENCE**
4. **APPROVAL OF MINUTES** – March 16, 2015 & Special Meeting of March 23, 2015
5. **CONSENT AGENDA/OMNIBUS VOTE (Roll Call Vote)**
(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Trustee so requests. In that event, the discussion will be the first item of business after approval of the Consent Agenda.)
 - A. Approval of Agenda
 - B. Approval of the schedule of bills for April 6, 2015 - \$2,924,205.75.
 - C. Request Board approval of an Ordinance granting variations to the property at 760 Orange Lane, Hoffman Estates.
 - D. Request Board approval of an Ordinance reserving the Village's private activity bond (IRB) volume cap.
 - E. Request Board approval of an Ordinance authorizing the issuance of Taxable General Obligation Refunding Bonds, Series 2015A of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding bonds, authorizing the execution of a bond order and an escrow agreement in connection therewith, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.
 - F. Request Board approval of an amended Fund Balance Policy and a new Funding Parameter Policy.
 - G. Request Board authorization to award a two (2) year contract for Village nuisance wildlife control to ABC Humane Wildlife, Arlington Heights, IL (low bid).
 - H. Request Board approval for Historical Sites Commission to proceed with 2015 budgeted activities and events in an amount not to exceed \$1,100.
 - I. Request Board authorization to award contract for 2015 season landscape maintenance services for Village-owned sites, state rights-of-way, detention areas and park type properties to Beary Landscaping, Lockport, IL, in an amount not to exceed \$109,650.
 - J. Request Board authorization to award contract for purchase of three (3) new current model single rear axle chassis cabs and one (1) tandem axle chassis cab to Rush Truck Centers of Illinois, Chicago, IL (low bid) in an amount not to exceed \$283,750.

5. **CONSENT AGENDA/OMNIBUS VOTE – Continued**

- K. Request Board authorization to:
- 1) waive formal bidding; and
 - 2) award contract to purchase one (1) truck mounted high pressure sewer cleaner from Sewer Equipment of America, Dixon, IL, using NJPA contract discount, in an amount not to exceed \$150,329.
- L. Request Board authorization to:
- 1) waive formal bidding; and
 - 2) purchase three (3) Henderson dump bodies, underbody plows, spreader boxes, pre-wet systems, controls and installation from Henderson Truck Equipment-Illinois, using NJPA contract discount, in an amount not to exceed \$221,550.
- M. Request Board authorization to:
- 1) waive formal bidding; and
 - 2) purchase three (3) front snow plows for use on 2015 purchased new trucks from Wausau Equipment Company, New Berlin, WI, using NJPA contract discount, in an amount not to exceed \$53,769.
- N. Request Board authorization to award contract for the Jones Highland drainage solution to City Construction, Chicago, IL (qualified low bidder) in an amount not to exceed \$1,136,555.48.

6. **REPORTS**A. **President's Report**

... Proclamation(s)

- Mayors Day of Recognition for National Service
- National Autism Awareness Month
- Week of the Young Child
- National Volunteer Week

... Appointment(s)

- Michael Cainkar – PSEBA Hearing Officer
- Brianna Yarwood – Sister Cities Commission

B. **Trustee Comments**C. **Village Manager's Report**D. **Village Clerk's Report**E. **Committee Reports**

- 1) General Administration & Personnel
- 2) Transportation & Road Improvement
- 3) Planning, Building & Zoning

7. **PLANNING & ZONING COMMISSION REPORT**

- A. Request by Lucy Shi d/b/a Royal Foot Spa (tenant) for a special use under Section 9-8-2-C-9 to permit a massage business on the property located at 14 Golf Center in the Golf Center Shopping Center, with 1 condition (see packets).

Voting: 10 Ayes, 1 Absent

Motion carried.

7. **PLANNING & ZONING COMMISSION REPORT – Continued**

B. Request by Adesa Illinois, LLC for a preliminary and final plat of subdivision for the 66.5866-acre Adesa Subdivision located at the northwest corner of Beverly Road and Prairie Stone Parkway, with 9 conditions (see packets):

Voting: 10 Ayes, 1 Absent

Motion carried.

C. Request by Adesa Illinois, LLC for a preliminary and final plat of subdivision for the 1.1626-acre Village Water Tower Subdivision located west of Beverly Road along the north side of the proposed Prairie Stone Parkway extension, with 8 conditions (see packets).

Voting: 10 Ayes, 1 Absent

Motion carried.

D. Request by Adesa Illinois, LLC for rezoning of 67.7492 acres at the northwest corner of Beverly Road and Prairie Stone Parkway from the AG Agricultural District to the M-2 Manufacturing District, with 5 conditions (see packets).

Voting: 10 Ayes, 1 Absent

Motion carried.

E. Request by Adesa Illinois, LLC for a special use under Section 9-9-2.C.2.k of the Municipal Code for a Wholesale Vehicle Auction House with outdoor vehicle storage and related service uses on the newly proposed Lot 1 in the Adesa Subdivision located at the northwest corner of Beverly Road and Prairie Stone Parkway, with 9 conditions (see packets).

Voting: 10 Ayes, 1 Absent

Motion carried.

F. Request by Adesa Illinois, LLC for a fence variation under Section 9-3-3.B of the Municipal Code to permit an electrically charged fence on the newly proposed Lot 1 in the Adesa Subdivision located at the northwest corner of Beverly Road and Prairie Stone Parkway, with 8 conditions (see packets).

Voting: 10 Ayes, 1 Absent

Motion carried.

G. Request by Adesa Illinois, LLC for a preliminary and final site plan for construction of a western extension of Prairie Stone Parkway (approximately 1,300 feet), with 11 conditions (see packets).

Voting: 10 Ayes, 1 Absent

Motion carried.

H. Request by Adesa Illinois, LLC for a preliminary and final site plan for construction of a Wholesale Vehicle Auction House (including off-site improvements to Beverly Road, Trillium Boulevard, and to the Village water tower site), on approximately 66 acres located at the northwest corner of Beverly Road and Prairie Stone Parkway, with 17 conditions (see packets).

Voting: 10 Ayes, 1 Absent

Motion carried.

7. PLANNING & ZONING COMMISSION REPORT – Continued

I. Request by Adesa Illinois, LLC for a Master Sign Plan under Section 9-3-8-M-13 of the Municipal Code for the property (Lot 1 of the Adesa Subdivision) located at the northwest corner of Beverly Road and Prairie Stone Parkway, with 4 conditions (see packets).

Voting: 10 Ayes, 1 Absent

Motion carried.

J. Request by Curtis and Catie Castillo (owner) for a 1.55 foot rear yard setback variation from Section 9-5-3-D-6 to allow an 18.45 foot setback for a single family home instead of the minimum required 20 feet; and a 2.05 foot side yard setback variation from Section 9-3-6-D to allow a 7.95 foot setback for a detached garage instead of the minimum required 10 feet on the property located at 520 Olive Street.

Voting: 10 Ayes, 1 Absent

Motion carried.

K. Request by Gill Properties, LLC (contract purchaser) for a Master Sign Plan Amendment allowing a second monument sign (10.5 feet tall, 56.4 square foot monument sign with a message board), for the property located at the southeast corner of Barrington and Higgins Road (Burger King), with 1 condition (see packets).

Voting: 3 Ayes, 7 Nays, 1 Absent

Motion failed.

8. ADDITIONAL BUSINESS *(All other new business; those items not recommended unanimously by the Committee)*

A. Request Board approval of an ordinance approving a Class “T” liquor license for Dasbier Garden, LLC, Hoffman Estates, Illinois.

B. Request Board approval of an Ordinance amending Sections 8-2-1, 8-7-1, 8-7-3, 8-11-6 and creating Article 14 of Chapter 13 of the Hoffman Estates Municipal Code (Wholesale vehicle auction house).

C. Request Board approval of a Resolution authorizing approval of an Economic Incentive Agreement between Adesa Illinois, LLC and the Village of Hoffman Estates.

D. Request Board approval of a Resolution approving an Amended and Restated Agreement for the Northwest Central Dispatch System (NWCDS).

E. Request Board approval of termination of Beverly Property Annexation and Development Agreements.

9. ADJOURNMENT

MEETING: HOFFMAN ESTATES VILLAGE BOARD
DATE: MARCH 16, 2015
PLACE: COUNCIL CHAMBERS
MUNICIPAL BUILDING COMPLEX
1900 HASSELL ROAD
HOFFMAN ESTATES, ILLINOIS

1. CALL TO ORDER:

Village President William McLeod called the meeting to order at 7:35 p.m. The Village Clerk called the roll. Trustees present: Gary Stanton, Karen Mills, Gayle Vandenberg, Gary Pilafas, Anna Newell, Michael Gaeta

A quorum was present.

ADMINISTRATIVE PERSONNEL PRESENT:

J. Norris, Village Manager
D. O'Malley, Deputy Village Manager
A. Janura, Corporation Counsel
P. Cross, Asst. Corporation Counsel
M. Koplin, Asst. Village Manager-Development Services
J. Jorian, Fire Chief
T. Bos, Police Chief
J. Nebel, Public Works Director
R. Musiala, Finance Director
P. Seger, HRM Director
F. Besenhoffer, IS Director
A. Garner, H&HS Director
B. Anderson, CATV Coordinator
C. Black, Development Services Analyst
A. Monroe, Asst, to the Village Manager
A. Pollack, GG Intern

2. PLEDGE OF ALLEGIANCE TO THE FLAG:

The Pledge was led by Mayor McLeod.

Motion by Trustee Pilafas, seconded by Trustee Mills, to change the Agenda and move to Item 6. Reports; A. President's Report; Great Citizen. Voice vote taken. All ayes. Motion carried.

6. REPORTS:

6.A. President's Report

Great Citizen

Elise Lemp, a senior at Hoffman Estates High School, received the Great Citizen Award for receiving an honorable mention from the Daily Herald in their Northwest Suburban Leadership Team because of the way that she excels in her academic studies and her extracurricular involvement. Elise accepted her award and was congratulated by the Board.

Colleen Hudson, a senior at Hoffman Estates High School, received the Great Citizen Award for sweeping the IHSA State Championship in the individual event in poetry reading. Colleen accepted her award and was congratulated by the Board.

Motion by Trustee Pilafas, seconded by Trustee Gaeta, to recess the meeting to return to Committee meetings. Voice vote taken. All ayes. Motion carried. Time 7:43 p.m.

Village President William McLeod called the meeting to order at 8:21 p.m. The Village Clerk called the roll. Trustees present: Michael Gaeta, Gayle Vandenberg, Karen Mills, Anna Newell, Gary Pilafas, Gary Stanton.

A quorum was present.

3. RECOGNITION OF AUDIENCE:

No one wished to be recognized.

4. APPROVAL OF MINUTES:

Motion by Trustee Gaeta, seconded by Trustee Newell, to approve Item 4.

Approval of Minutes

Minutes from March 2, 2015.

Roll Call:

Aye: Gaeta, Vandenberg, Mills, Newell, Pilafas, Stanton

Nay:

Mayor McLeod voted aye.

Motion carried.

5. CONSENT AGENDA/OMNIBUS VOTE:

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve Item 5.A.

5.A. Approval of Agenda

Roll Call:

Aye: Gaeta, Vandenberg, Mills, Newell, Pilafas, Stanton

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve Item 5.B.

5.B. Approval of the schedule of bills for March 16, 2015: \$3,136,290.07.

Roll Call:

Aye: Gaeta, Vandenberg, Mills, Newell, Pilafas, Stanton

Nay:

Mayor McLeod voted aye.

Motion carried.

6. REPORTS:

6.A. President's Report

Proclamation(s)

Trustee Gaeta read the following proclamation:

Motion by Trustee Stanton, seconded by Trustee Vandenberg, to concur with the proclamation proclaiming April 2015 as Child Abuse Prevention Month. Voice vote taken. Motion carried.

Dr. Garner accepted the proclamation.

Trustee Stanton read the following proclamation:

Motion by Trustee Gaeta, seconded by Trustee Vandenberg, to concur with the proclamation proclaiming April 2015 as Jazz Appreciation Month. Voice vote taken. All ayes. Motion carried.

Mr. Norris accepted the proclamation.

Trustee Mills read the following proclamation:

Motion by Trustee Gaeta, seconded by Trustee, to concur with the proclamation proclaiming April 2015 as National Scottish, Scot-Irish Heritage Month. Voice vote taken. All ayes. Motion carried.

Mr. Norris accepted the proclamation.

Trustee Pilafas read the following proclamation:

Motion by Trustee Gaeta, seconded by Trustee Stanton, to concur with the proclamation proclaiming Sunday, March 21, 2015 as World Down Syndrome Day. Voice vote taken. All ayes. Motion carried.

Mr. Norris accepted the proclamation to give to GiGi's Playhouse.

Great Citizen

This Item was done earlier.

Mayor McLeod stated that he welcomed the Big 10 volunteers, attended Rachel's Challenge at Kimball Hill Middle School, the Moretti's VIP party, the Metropolitan Mayors Caucus, a Celtic Fest meeting and he reminded everyone that the Celtic Fest is Sunday, March 22 from 11-4, he attended Wine Wednesday at Shelby's and the HEHS play "Into the Woods".

6.B. Trustee Comments

Trustee Gaeta had no comments.

Trustee Newell stated that she attended the Commission for Disabled Citizens St. Patrick's Day dance and their Technology for Everyone program.

Trustee Pilafas congratulated our two Great Citizens recipients, the cast and crew of the HEHS play "Into the Woods", Moretti's and his son Caleb on his trombone competition, he also stated that he attended a Platzkonzert Commission meeting.

Trustee Vandenberg stated that she attended Wine Wednesday, the Moretti's VIP event, the Rotary Dinner Dance, a Platzkonzert Commission meeting, she sent well wishes to Johanna Gaeta, reminded everyone that the Celtic Fest is this Sunday, congratulated the Sears Centre Arena on a successful women's Big 10 weekend and Elise and Colleen on receiving their Great Citizen awards and wished everyone a Happy St. Patrick's Day.

Trustee Stanton congratulated the volunteers from the Big 10 and the SCA staff, stated that he attended the Moretti's VIP event and he congratulated Elise and Colleen on receiving their Great Citizens award.

Trustee Mills announced that she has a new granddaughter, Molly Grace, she thanked the SCA and Village staff for the Big 10 Tournament, she welcomed Moretti's, congratulated Elise and Colleen and wished Mayor McLeod, Trustee Stanton and Village Manager Norris luck on their trip to Springfield.

6.C. Village Manager's Report

Mr. Norris had no report.

6.D. Village Clerk's Report

The Village Clerk reminded everyone that Early Voting begins March 23, 2015 and runs until Saturday April 4, 2015 with the hours of 9:00 a.m.-5:00 p.m., Monday-Saturday.

6.E. Treasurer's Report

Motion by Trustee Gaeta, seconded by Trustee Newell, to approve Item 6.E.

Mrs. Musiala stated that during the month of January 2015 cash disbursements and transfers-out exceeded cash receipts and transfers-in for the operating funds by \$629,754. After including these receipts and disbursements, the balance of cash and investments for the operating funds is \$21.6 million. For all of the Village funds, cash disbursements and transfers-out exceeded cash receipts and transfers-in by \$723,110, primarily due to general operating expenditures. Overall, the total for cash and investments for all funds decreased to \$157.5 million.

Roll Call:

Aye: Gaeta, Vandenberg, Mills, Newell, Pilafas, Stanton

Nay:

Mayor McLeod voted aye.

Motion carried.

6.F. Committee Reports

Public Works & Utilities

Trustee Newell stated that they would be meeting to request approval for the Historical Sites Commission to proceed with 2015 budgeted activities and events, in an amount not to exceed \$1,250; request authorization to award a contract for 2015 season landscape maintenance services for Village owned sites, state rights-of-way, detention areas and park type properties (Bid Opening March 13, 2015); request authorization to award contract for purchase of three (3) new current model single rear axle chassis cabs and one (1) tandem axle chassis cab (Bid Opening March 12, 2015); request authorization to waive formal bidding and purchase one new Truck Mounted High Pressure Sewer Cleaner from Sewer Equipment of America, Dixon, IL, using NJPA contract discount, in an amount not to exceed \$156,329; request authorization to waive formal bidding and purchase three (3) new Henderson dump bodies, underbody plows, spreader boxes, pre-wet systems, controls and installation from Henderson Truck Equipment-Illinois, using NJPA contract discount, in an amount not to exceed \$221,550; request authorization to waive

formal bidding and purchase three (3) new front snow plows for use on 2015 purchased new trucks from Wausau Equipment Company, New Berlin, WI, using NJPA contract discount, in an amount not to exceed \$53,769; request authorization to award contract for the Jones Highland Drainage Solution to City Construction of Chicago, IL (qualified low bidder), in an amount not to exceed \$1,136,515.40; request acceptance of the Department of Public Works and Department of Development Services for the Transportation and Engineering Division Monthly Reports.

Public Health & Safety

Trustee Gaeta stated that they would be meeting to request authorization to award a two (2) year contract for Village nuisance wildlife control to ABC Humane Wildlife, Arlington Heights, IL (low bid); request acceptance of the Police Department, Health & Human Services, Emergency Management Coordinator and Fire Department Monthly Reports.

Finance

Trustee Pilafas stated that they would be meeting to request approval of an ordinance reserving the Village's private activity bond (IRB) volume cap; request approval of an amended Fund Balance Policy; request approval of a new Pension Funding Policy; request acceptance of the Finance Department, Information Systems Department and Sears Centre Arena Monthly Reports.

7. PLANNING & ZONING COMMISSION REPORT (Chairperson Combs):

Motion by Trustee Pilafas, seconded by Trustee Gaeta, to concur with the Planning & Zoning Commission's recommendation and approve the petitioners' request.

7.A. Request by Mr. and Mrs. P. Chmielewski (owner) for the following setback variations from the Zoning Code for a single family home located at 760 Orange Lane:

- a. A 10 foot front yard setback variation from Section 9-5-3-D-4 to allow a 20 foot setback instead of the minimum 30 feet;
- b. A 2 foot side yard setback variation from Section 9-5-3-D-5 to allow an 8 foot setback instead of the minimum 10 feet;
- c. A 10 foot rear yard setback variation from Section 9-5-3-D-6 to allow a 10 foot setback instead of the minimum 20 feet.

The following conditions shall apply: The house shall be constructed per the size and location included in the petitioner's application materials submitted with this request.

Roll Call:

Aye: Gaeta, Vandenberg, Mills, Newell, Pilafas, Stanton

Nay:

Mayor McLeod voted aye.

Motion carried.

8. ADDITIONAL BUSINESS:

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to approve Items 8.B. through 8.E. and 8.G through 8.J. by omnibus vote. Voice vote taken. All ayes. Motion carried.

Item 8.A. was deferred at the Planning, Building & Zoning Committee.

8.A. Request Board approval of 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 (Class "I" liquor license and wholesale vehicle auction house).

Motion by Trustee Mills, seconded by Trustee Gaeta, to approve Item 8.B.

8.B. Request Board approval of Ordinance No. 4465-2015 amending Section 6-2-1-HE-11-1302-A, of the Hoffman Estates Municipal Code (handicapped parking – Islandview Court).

Roll Call:

Aye: Gaeta, Vandenberg, Mills, Newell, Pilafas, Stanton

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Gaeta, to approve Item 8.C.

8.C. Request Board approval of Resolution No. 1589-2015 directing the publishing of the 2015 Zoning Map.

Roll Call:

Aye: Gaeta, Vandenberg, Mills, Newell, Pilafas, Stanton

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Gaeta, to approve Item 8.D.

8.D. Request Board approval of Resolution No. 1590-2015 supporting the Northwest Municipal Conference 2015 Legislative Program.

Roll Call:

Aye: Gaeta, Vandenberg, Mills, Newell, Pilafas, Stanton

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Gaeta, to approve Item 8.E.

8.E. Request Board approval of Resolution No. 1591-2015 urging the Illinois Governor and Illinois General Assembly to protect full funding of Local Government Distributive Fund (LGDF) revenues.

Roll Call:

Aye: Gaeta, Vandenberg, Mills, Newell, Pilafas, Stanton

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Vandenberg, to approve Item 8.F.

8.F. Request Board approval of 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.

Roll Call:

Aye: Gaeta, Vandenberg, Mills, Newell, Pilafas, Stanton

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Gaeta, to approve Item 8.G.

8.G Request Board approval of a temporary construction easement and a permanent traffic signal easement with BBCN Bank, successor by merger with Foster Bank (1070 N. Roselle Road) to allow installation of a traffic signal at the Golf Center Shopping Center entrance from Roselle Road.

Roll Call:

Aye: Gaeta, Vandenberg, Mills, Newell, Pilafas, Stanton

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Gaeta, to approve Item 8.H.

8.H. Request Board 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.

Roll Call:

Aye: Gaeta, Vandenberg, Mills, Newell, Pilafas, Stanton

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Gaeta, to approve Item 8.I.

8.I. Request Board approval:

1) of Supplement #2 to the Phase II design engineering contract with Civiltech Engineering, Inc., Itasca, IL, for the Roselle Road traffic signal at a supplemental cost not to exceed \$37,467; and

2) to award a contract for Phase III construction engineering services for the Roselle Road traffic signal to Civiltech Engineering, Inc., Itasca, IL, in an amount not to exceed \$89,157.

Roll Call:

Aye: Gaeta, Vandenberg, Mills, Newell, Pilafas, Stanton

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Gaeta, to approve Item 8.J.

8.J. Request Board authorization for the Village to participate in a joint purchase with the State of Illinois, State Bid Table "A" Option #1 for the 2015-2016 procurement of road salt, for an amount of 3,500 tons (100%).

Roll Call:

Aye: Gaeta, Vandenberg, Mills, Newell, Pilafas, Stanton

Nay:

Mayor McLeod voted aye.

Motion carried.

9. ADJOURNMENT:

Motion by Trustee Gaeta, seconded by Trustee Vandenberg, to adjourn the meeting. Time 8:47 p.m. Voice vote taken. All yes. Motion carried.

Bev Romanoff
Village Clerk

Date Approved

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

MEETING: SPECIAL HOFFMAN ESTATES VILLAGE BOARD
DATE: MARCH 23, 2015
PLACE: COUNCIL CHAMBERS
MUNICIPAL BUILDING COMPLEX
1900 HASSELL ROAD
HOFFMAN ESTATES, ILLINOIS

1. CALL TO ORDER:

Village President William McLeod called the meeting to order at 7:00 p.m. The Village Clerk called the roll. Trustees present: Gayle Vandenberg, Karen Mills, Anna Newell, Gary Stanton, Michael Gaeta.

Gary Pilafas was absent.

A quorum was present.

ADMINISTRATIVE PERSONNEL PRESENT:

J. Norris, Village Manager
D. O'Malley, Deputy Village Manager
A. Janura, Corporation Counsel
P. Cross, Asst. Corporation Counsel
M. Koplin, Development Services Director
J. Jorian, Fire Chief
T. Bos, Police Chief
R. Musiala Finance Director
K. Gomoll, Asst. PW Director
B. Anderson, CATV Coordinator
G. Salavitch, Engineering Director
A. Garner, H&HS Director
F. Besenhoffer, IS Director
P. Gugliotta, Planning, Building and Code Enforcement Director
B. Gibbs, GM Sears Centre Arena
A. Monroe, Asst. to the Village Manager
A. Pollack, GG Intern
J. Djordjevic, Director of Operation-Mayor & Board

2. PLEDGE ALLEGIANCE TO THE FLAG:

The Pledge of Allegiance was led by Trustee Vandenberg.

3. ADDITIONAL BUSINESS:

Motion by Trustee Mills, seconded by Trustee Vandenberg, to approve New Business Item 3.A.

3.A. Request Board approval of Ordinance No. 4466-2015 amending Sections 8-2-1, 8-2-15, 8-3-21, 8-3-22, 8-3-24, 8-5-4 and 8-5-7 of the Hoffman Estates Municipal Code (outdoor food service establishment).

Roll Call:

Aye: Vandenberg, Mills, Newell, Gaeta

Nay: Stanton

Mayor McLeod voted aye.

Motion carried.

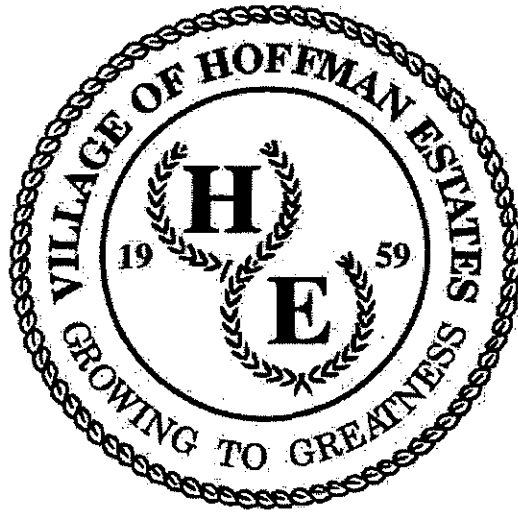
4. ADJOURNMENT

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

Bev Romanoff
Village Clerk

Date Approved

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



BILL LIST SUMMARY

| | |
|-----------------------------------|----------------------------|
| BILL LIST AS OF 04/06/2015 | 369,236.63 |
| MANUAL CHECK REGISTER | 177,923.44 |
| PAYROLL AS OF 03/20/2015 | 1,176,421.31 |
| PAYROLL AS OF 04/01/2015 | <u>1,200,624.37</u> |
| TOTAL | \$ 2,924,205.75 |

VILLAGE OF HOFFMAN ESTATES

April 6, 2015

| ACCOUNT | YEAR | VENDOR | DESCRIPTION | AMOUNT |
|---|------|------------------------------------|---------------------------|--------------------|
| 01 0301 | 15 | DEDICATED GRAPHICS, INC | 10,000 WINDOW ENV #10 WIN | \$468.34 |
| 01 0301 | 15 | OFFICE DEPOT | OFFICE SUPPLIES | \$38.17 |
| 01 0302 | 15 | ACME TRUCK BRAKE & SUPPLY CO. | REPAIR PARTS | \$493.70 |
| 01 0302 | 15 | BOB ROHRMAN'S SCHAUMBURG FORD | REPAIR PARTS | \$23.30 |
| 01 0302 | 15 | CARQUEST AUTO PARTS | REPAIR PARTS | \$280.42 |
| 01 0302 | 15 | CARQUEST AUTO PARTS | RETURN REPAIR PARTS | (\$5.57) |
| 01 0302 | 15 | CARQUEST AUTO PARTS | RTN REPAIR PARTS | (\$8.59) |
| 01 0302 | 15 | CARQUEST AUTO PARTS | STOCK REPAIR PARTS | \$250.34 |
| 01 0302 | 15 | CHICAGO PARTS & SOUND LLC | REPAIR PARTS | \$483.43 |
| 01 0302 | 15 | O'REILLY AUTO PARTS | REPAIR PARTS | \$87.60 |
| 01 0302 | 15 | POMP'S TIRE | AUTO REPAIR PARTS | \$1,624.95 |
| 01 0302 | 15 | SERVICE COMPONENTS | REPAIR PARTS | \$182.58 |
| 01 0302 | 15 | WEST SIDE TRACTOR SALES | REPAIR PARTS | \$46.90 |
| 01 1222 | 15 | AFLAC | DED:1027 AFLAC-INS | \$4,412.87 |
| 01 1223 | 15 | AFLAC | DED:2027 AFL-AF TAX | \$767.55 |
| 01 1432 | 15 | DIXON ENGINEERING,INC. | SPRINT SAC OLMSTEAD TANK | \$5,300.00 |
| 01 1432 | 15 | DIXON ENGINEERING,INC. | TANK | \$950.00 |
| 01 1432 | 15 | DIXON ENGINEERING,INC. | US CELLULAR STONINGTOW TO | \$1,900.00 |
| 01 1445 | 15 | PETER TOWNSEND | OVER PYMT RFD | \$50.00 |
| 01 1458 | 15 | INTERNATIONAL ASSOC OF FIRE CHIEFS | M WONDOLKOWSKI REGISTRATI | \$215.00 |
| 01 1458 | 15 | MARK WONDOLKOWSKI | REIMB BREAKFAST,LUNCH,DIN | \$152.00 |
| TOTAL GENERAL-ASSETS & LIABILITIES | | | | \$17,712.99 |
| 01000010 3104 | 15 | POTESTIVE & ASSOCIATES P.C | REFUND REAL ESTATE #42619 | \$147.00 |
| 01000011 3203 | 15 | ILLINOIS STATE POLICE | HE LIQUOR CONTROL COMM | \$31.50 |
| 01000013 3405 | 15 | BLUE CROSS BLUE SHIELD | PARAMEDIC REFUND | \$713.32 |
| 01000013 3405 | 15 | ERICA M RAY | PARAMEDIC REFUND | \$19.80 |
| 01000013 3405 | 15 | MANEELA W KHAN | PARAMEDIC REFUNDS | \$158.55 |
| TOTAL GENERAL-REVENUE ACCOUNTS | | | | \$1,070.17 |
| 01101222 4301 | 15 | ASHLEY MONROE | LODGING & MILEAGE ILCMA | \$433.54 |
| 01101223 4402 | 15 | WAREHOUSE DIRECT | OFFICE SUPPLIES | \$74.84 |
| TOTAL ADMINISTRATIVE | | | | \$508.38 |
| 01101324 4567 | 15 | ARNSTEIN & LEHR LLP | LEGAL SERVICES | \$30,453.88 |
| 01101324 4567 | 15 | FRANCZEK RADELET & ROSE | PROFESSIONAL SERVICES | \$1,858.50 |
| 01101324 4567 | 15 | RICHARD A KAVITT ATTORNEY AT LAW | LEGAL ADMIN SERVICES | \$2,800.00 |
| 01101324 4567 | 15 | THOMSON REUTERS-WEST | WEST INFO CHARGES | \$810.97 |
| TOTAL LEGAL | | | | \$35,923.35 |
| 01101423 4401 | 15 | NEXSORT SERVICES INC | POSTAGE | \$246.76 |
| 01101423 4402 | 15 | OFFICE DEPOT | OFFICE SUPPLIES | \$36.52 |
| 01101423 4402 | 15 | WAREHOUSE DIRECT | OFFICE SUPPLIES | \$28.01 |
| 01101423 4402 | 15 | WAREHOUSE DIRECT | RETURN OFFICE SUPPLY | (\$2.40) |
| 01101423 4403 | 15 | CAMBRIDGE BUSINESS FORMS | FOR MERCHANDISE DESCRIBED | \$598.95 |
| 01101423 4403 | 15 | CAMBRIDGE BUSINESS FORMS | SHIPPING | \$63.30 |

VILLAGE OF HOFFMAN ESTATES

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| ACCOUNT | YEAR | VENDOR | DESCRIPTION | AMOUNT |
|-------------------------------|------|-------------------------------------|----------------------------|--------------------|
| 01101423 4414 | 15 | CANON SOLUTIONS AMERICA | TONER | \$72.00 |
| 01101424 4542 | 15 | TREASURY MANAGEMENT SERVICES | BARR/HIGGINS TIF | \$50.00 |
| TOTAL FINANCE | | | | \$1,093.14 |
| 01101523 4402 | 15 | OFFICE DEPOT | OFFICE SUPPLIES | \$54.26 |
| 01101523 4402 | 15 | RYDIN DECAL | FOR MERCHANDISE DESCRIBE | \$384.01 |
| 01101523 4404 | 15 | DAILY HERALD | SERVICE 3/30-4/26/15 | \$38.00 |
| 01101524 4546 | 15 | PADDOCK PUBLICATIONS | PUBLIC HEARING NOTICES | \$48.75 |
| 01101524 4548 | 15 | ARC DOCUMENT SOLUTIONS | SCAN, PRINT , FOLDING DOC | \$43.62 |
| TOTAL VILLAGE CLERK | | | | \$568.64 |
| 01101623 4402 | 15 | WAREHOUSE DIRECT | OFFICE SUPPLIES | \$21.03 |
| 01101623 4416 | 15 | XEROX CORP. | COPIER W7855PT | \$124.08 |
| 01101624 4507 | 15 | DISCOVERY BENEFITS | FSA MONTHLY | \$641.90 |
| 01101624 4546 | 15 | WFCA'S THE DAILY DISPATCH | DAILY DISPATCH STATE EMPLO | \$250.00 |
| 01101624 4579 | 15 | ALEXIAN BROTHERS CORPORATE HEALTH | DRUG SCREEN | \$48.00 |
| 01101624 4579 | 15 | ALEXIAN BROTHERS CORPORATE HEALTH | DRUG SCREEN & PHYSICAL | \$216.00 |
| 01101624 4579 | 15 | ALEXIAN BROTHERS CORPORATE HEALTH | DRUG SCREEN | \$48.00 |
| 01101624 4579 | 15 | ALEXIAN BROTHERS CORPORATE HEALTH | DRUG SCREEN | \$48.00 |
| 01101624 4579 | 15 | ALEXIAN BROTHERS CORPORATE HEALTH | DRUG SCREEN | \$48.00 |
| 01101624 4580 | 15 | EMPLOYMENT SCREENING ALLIANCE GROUP | BACKGROUND CHECKS | \$200.00 |
| 01101624 4580 | 15 | EMPLOYMENT SCREENING ALLIANCE GROUP | DISCOUNT ON BACKGROUND CK | (\$100.00) |
| TOTAL HUMAN RESOURCES | | | | \$1,545.01 |
| 01102523 4403 | 15 | TREND GRAPHICS INC | MARCH NEWSLETTER | \$2,550.00 |
| TOTAL COMMUNICATIONS | | | | \$2,550.00 |
| 01106223 4414 | 15 | DATA MEDIA PRODUCTS, INC. | KODAK 52050 PRINTABLE DVD | \$122.50 |
| 01106223 4414 | 15 | DATA MEDIA PRODUCTS, INC. | PANASONIC AY-DUVM63PQ VID | \$354.00 |
| 01106223 4414 | 15 | DATA MEDIA PRODUCTS, INC. | PAPER DVD SLEEVES | \$32.91 |
| TOTAL CABLE TELEVISION | | | | \$509.41 |
| GENERAL GOVERNMENT | | | | \$42,697.93 |
| 01201222 4301 | 15 | NORTHWEST POLICE ACADEMY | PD PENSION UPDATE | \$50.00 |
| 01201223 4402 | 15 | OFFICE DEPOT | OFFICE SUPPLIES | \$134.58 |
| 01201223 4421 | 15 | JEFF CAMILIERE | REIMB VETERAN WREATHS | \$73.97 |
| 01201223 4422 | 15 | CAMIC JOHNSON | LEGAL SERVICES | \$350.00 |
| 01201224 4507 | 15 | CHERYL AXLEY | HEARING OFFICER | \$800.00 |
| 01201224 4507 | 15 | RITA TACCONA | INTERPRETING SERVICES | \$140.00 |
| TOTAL ADMINISTRATIVE | | | | \$1,548.55 |
| 01202122 4301 | 15 | ELMHURST HONOR GUARD ACADEMY | ORGANIZING TRAGEDY 5/28-2 | \$200.00 |
| 01202122 4301 | 15 | NORTH EAST MULTI-REGIONAL TRAINING | FIELD TRAINING SOKOLOVE | \$255.00 |
| 01202122 4303 | 15 | ILL NOTARY DISCOUNT BONDING CO, | NOTARY M RAUCCI | \$48.00 |
| 01202123 4407 | 15 | ELGIN PAPER COMPANY | VARIOUS SUPPLIES | \$215.00 |
| 01202123 4407 | 15 | QUALIFICATION TARGETS | SHIPPING | \$80.00 |

VILLAGE OF HOFFMAN ESTATES

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| ACCOUNT | YEAR | VENDOR | DESCRIPTION | AMOUNT |
|------------------------------------|------|-----------------------------------|---------------------------|--------------------|
| 01202123 4407 | 15 | QUALIFICATION TARGETS | TROY MO POLICE DEPARTMENT | \$179.10 |
| 01202123 4414 | 15 | INTERSTATE BATTERY SYSTEMS | REPAIR PARTS | \$71.94 |
| TOTAL PATROL & RESPONSE | | | | \$1,049.04 |
| 01202224 4542 | 15 | AMERICAN TRAFFIC SOLUTIONS | TRAFFIC VARIOUS LOCATIO | \$31,313.87 |
| TOTAL TRAFFIC CONTROL | | | | \$31,313.87 |
| 01202322 4301 | 15 | ILL.JUVENILE OFFICER ASSN. | REGISTRATION R GAD | \$150.00 |
| 01202323 4403 | 15 | THE FINER LINE | NAME PLATES | \$14.34 |
| 01202324 4509 | 15 | LEAF | COPIER LEASING | \$238.69 |
| TOTAL INVESTIGATIONS | | | | \$403.03 |
| 01202423 4403 | 15 | THE FINER LINE | NAME PLATES | \$24.70 |
| TOTAL COMMUNITY RELATIONS | | | | \$24.70 |
| 01202623 4408 | 15 | RAY ALLEN MANUFACTURING CO. | BADGE HOLDER K9B | \$9.99 |
| 01202623 4408 | 15 | RAY ALLEN MANUFACTURING CO. | K-9 OVERDOSE KIT DR-2P | \$69.99 |
| 01202623 4408 | 15 | RAY ALLEN MANUFACTURING CO. | NYLON ID SERVICE COLLAR N | \$38.99 |
| 01202623 4408 | 15 | RAY ALLEN MANUFACTURING CO. | SHIPPING | \$25.00 |
| 01202623 4408 | 15 | RAY ALLEN MANUFACTURING CO. | TRAUMA KIT AA1 | \$209.99 |
| TOTAL CANINE | | | | \$353.96 |
| 01202823 4403 | 15 | CLASS PRINTING | PROPERTY DISPOSITION CARD | \$590.00 |
| TOTAL RECORDS | | | | \$590.00 |
| POLICE | | | | \$35,283.15 |
| 01301222 4303 | 15 | MABAS DIVISION I | ANNUAL DUES | \$2,500.00 |
| 01301223 4402 | 15 | OFFICE DEPOT | OFFICE SUPPLIES | \$113.40 |
| 01301223 4402 | 15 | OFFICE DEPOT | REPAIR PARTS | \$4.99 |
| TOTAL ADMINISTRATIVE | | | | \$2,618.39 |
| 01303122 4301.19 | 15 | ROMEOWVILLE FIRE ACADEMY | FIRE PREVENTION H. SCHMIT | \$325.00 |
| 01303122 4301.19 | 15 | UNIVERSITY OF ILLINOIS | TRAINING | \$1,200.00 |
| 01303122 4304 | 15 | ARROW SILK SCREENING & EMBROIDERY | VARIOUS UNIFORM SUPPLIES | \$210.00 |
| 01303122 4304 | 15 | ASHLEY WORLDWIDE INC | REPAIR PARTS | \$24.00 |
| 01303122 4304 | 15 | DLS CUSTOM EMBROIDERY | UNIFORMS | \$1,593.00 |
| 01303122 4304 | 15 | KALE UNIFORMS-APPAREL SEWN RIGHT | UNIFORMS | \$400.07 |
| 01303122 4304.16 | 15 | MUNICIPAL EMERGENCY SERVICES | MEN STRUCTURAL BOOT PULL | \$1,089.39 |
| 01303124 4510.12 | 15 | CHICAGO COMMUNICATIONS,LLC | MAINTENANCE | \$260.00 |
| 01303124 4510.12 | 15 | WAYNE ROTHBAUER | REIMB COMM REPAIR RADIO | \$45.00 |
| 01303124 4510.13 | 15 | AIR ONE EQUIPMENT INC | VARIOUS SUPPLIES | \$69.00 |
| 01303124 4510.13 | 15 | ARLINGTON POWER EQUIPMENT | REPAIR PARTS | \$20.95 |
| 01303124 4515.10 | 15 | ULTRA STROBE COMMUNICATIONS | INSTALLATION | \$175.00 |
| 01303124 4515.10 | 15 | ULTRA STROBE COMMUNICATIONS | SOUND OFF N FORCE INTERIO | \$639.95 |
| 01303124 4542 | 15 | LEAF | LANIER COPER FIRE DEPT | \$229.97 |
| TOTAL SUPPRESSION | | | | \$6,281.33 |
| 01303222 4301 | 15 | NORTHWEST COMMUNITY EMS DEPT. | 2014 AMBULANCE RUNS | \$1,003.28 |
| 01303222 4301 | 15 | NORTHWEST COMMUNITY EMS DEPT. | 2015 ANNUAL FEE WEBSITE | \$40.00 |
| 01303222 4301 | 15 | NORTHWEST COMMUNITY EMS DEPT. | ENTRY FEE | \$150.00 |
| 01303223 4419 | 15 | AIRGAS USA, LLC | MEDICAL SUPPLIES | \$167.48 |
| 01303223 4419 | 15 | PHYSIO-CONTROL INC. | REPAIR PARTS | \$251.50 |

VILLAGE OF HOFFMAN ESTATES

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| ACCOUNT | YEAR | VENDOR | DESCRIPTION | AMOUNT |
|---|------|-----------------------------------|---------------------------|--------------------|
| TOTAL EMERGENCY MEDICAL SERVICES | | | | \$1,812.26 |
| 01303324 4507 | 15 | AT & T | FIRE DEPT | \$84.66 |
| 01303324 4507 | 15 | AT & T | LANDLINES | \$496.12 |
| TOTAL PREVENTION | | | | \$580.78 |
| 01303525 4602 | 15 | US DIGITAL DESIGNS | G2 COLOR INDICATOR REMOTE | \$2,326.39 |
| TOTAL FIRE STATIONS | | | | \$2,326.39 |
| FIRE | | | | \$13,419.15 |
| 01401223 4403 | 15 | CLASS PRINTING | TIME TICKETS | \$153.00 |
| 01401223 4414 | 15 | MASTER-BREW BEVERAGES,INC. | COFFEE SUPPLIES | \$157.75 |
| 01401224 4509 | 15 | XEROX CORP. | 5865 APT/COP/4TRAY | \$162.21 |
| TOTAL ADMINISTRATIVE | | | | \$472.96 |
| 01404122 4301 | 15 | ANDREW CARLSON | CDL LICENSE REIMB. | \$30.00 |
| 01404122 4301 | 15 | PETER KASPER | CDL RENEWAL REIMB | \$30.00 |
| 01404122 4304 | 15 | BARBARA ANN EMBROIDERY | EMBROIDERY COST FOR PW CB | \$88.00 |
| 01404122 4304 | 15 | MENNON RUBBER & SAFETY | SAFETY WEAR | \$398.59 |
| 01404123 4409 | 15 | MORTON SALT, INC | SALT | \$36,521.27 |
| 01404123 4414 | 15 | SERVICE COMPONENTS | REPAIR PARTS | \$95.09 |
| 01404123 4414 | 15 | WINTER EQUIPMENT CO. | FREIGHT | \$150.16 |
| 01404123 4414 | 15 | WINTER EQUIPMENT CO. | HEAVY DUTY CURB GUARDS HC | \$2,876.00 |
| 01404123 4414 | 15 | WINTER EQUIPMENT CO. | PLOW GUARD CURB GUARD PC6 | \$1,264.80 |
| 01404123 4414 | 15 | WINTER EQUIPMENT CO. | RAZOR SYSTEM 8FT SHP, MED | \$1,005.34 |
| 01404123 4414 | 15 | WINTER EQUIPMENT CO. | ROADMAXX 10FT GUARDS SYS- | \$984.11 |
| 01404123 4414 | 15 | WINTER EQUIPMENT CO. | WASHER CONICAZ CW10001 FO | \$140.00 |
| 01404124 4507 | 15 | ALEXIAN BROTHERS CORPORATE HEALTH | EMPLOYEE DRUG SCREEN | \$84.00 |
| TOTAL SNOW & ICE REMOVAL | | | | \$43,667.36 |
| 01404224 4521 | 15 | HEALY ASPHALT CO., LLC. | REPAIR PARTS | \$382.52 |
| TOTAL PAVEMENT MAINTENANCE | | | | \$382.52 |
| 01404324 4510 | 15 | ARLINGTON POWER EQUIPMENT | REPAIR PARTS | \$18.35 |
| 01404324 4510 | 15 | CAROL STREAM LAWN & POWER | REPAIR PARTS | \$308.28 |
| 01404324 4510 | 15 | VERMEER MIDWEST\VERMEER-IL | REPAIR PARTS | \$988.32 |
| 01404324 4537 | 15 | MENARDS - HNVR PARK | VARIOUS SUPPLIES | \$103.76 |
| 01404325 4628 | 15 | ARLINGTON POWER EQUIPMENT | STIHL CHAINSAW STQM 201T, | \$939.98 |
| 01404325 4628 | 15 | ARLINGTON POWER EQUIPMENT | STIHL CHAINSAW STQM 251, | \$259.99 |
| 01404325 4628 | 15 | ARLINGTON POWER EQUIPMENT | STIHL POLE PRUNER HT101 | \$449.99 |
| TOTAL FORESTRY | | | | \$3,088.67 |
| 01404422 4304 | 15 | MENNON RUBBER & SAFETY | SAFETY WEAR | \$118.74 |
| 01404423 4412 | 15 | CASE LOTS | 2 PLY TOILET PAPER AE4G | \$434.25 |
| 01404423 4412 | 15 | CASE LOTS | 33X39 BLACK LINERS 331 | \$114.50 |
| 01404423 4412 | 15 | CASE LOTS | 40X46 BLACK LINERS I4013 | \$189.00 |
| 01404423 4412 | 15 | CASE LOTS | BROWN MULTIFOLD TOWEL A58 | \$160.00 |
| 01404423 4412 | 15 | CASE LOTS | BROWN ROLL TOWEL 6/800 CA | \$269.40 |

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| ACCOUNT | YEAR | VENDOR | DESCRIPTION | AMOUNT |
|-------------------------|------|-----------------------------------|----------------------------|--------------------|
| 01404423 4412 | 15 | CASE LOTS | C-LINK MW FORKS 1000/CS P | \$79.20 |
| 01404423 4412 | 15 | CASE LOTS | C-LINK MW KNIVES 1000/CS | \$19.80 |
| 01404423 4412 | 15 | CASE LOTS | KITCHEN ROLL TOWEL A2 | \$115.00 |
| 01404423 4412 | 15 | CASE LOTS | LUNCHEON NAPKINS AN 0270 | \$131.80 |
| 01404424 4501 | 15 | AT & T | DSL | \$44.13 |
| 01404424 4501 | 15 | AT & T | INTERNET SERVICES | \$107.62 |
| 01404424 4501 | 15 | COMCAST CABLE | 1900 HASSELL OFC2 | \$97.58 |
| 01404424 4503 | 15 | NICOR GAS | 1900 HASSELL RD | \$25.48 |
| 01404424 4503 | 15 | NICOR GAS | 411 W HIGGINS | \$8,010.22 |
| 01404424 4507 | 15 | ALEXIAN BROTHERS CORPORATE HEALTH | EMPLOYEE DRUG SCREEN | \$56.00 |
| 01404424 4507 | 15 | MCCLOUD SERVICES | PEST MANAGEMENT 1900 HASS | \$95.79 |
| 01404424 4507 | 15 | MCCLOUD SERVICES | PEST MANAGEMENT 411 HIGGI | \$93.73 |
| 01404424 4509 | 15 | CINTAS #22 | FLOOR MATS PER WEEK | \$94.26 |
| 01404424 4509 | 15 | PARTY CENTRAL | VARIOUS SUPPLIES | \$120.00 |
| 01404424 4510 | 15 | ACTIVE ELECTRICAL SUPPLY CO. INC | REPAIR PARTS | \$174.90 |
| 01404424 4510 | 15 | ANDERSON LOCK | INSIDE CASSETTE BT | \$51.07 |
| 01404424 4510 | 15 | CLARK POWER SYSTEM INC | SCR POWER CONTROLLER-MOD | \$3,395.00 |
| 01404424 4510 | 15 | CLARK POWER SYSTEM INC | SHIPPING- UPS GROUND W/ D | \$75.00 |
| 01404424 4510 | 15 | GRAINGER INC | VARIOUS SUPPLIES | \$210.92 |
| 01404424 4510 | 15 | MENARDS - HNVK PARK | VARIOUS SUPPLIES | \$185.25 |
| 01404424 4516 | 15 | ACTIVE ELECTRICAL SUPPLY CO. INC | REPAIR PARTS | \$58.98 |
| 01404424 4516 | 15 | TOTAL FACILITY MAINTENANCE, INC. | VILLAGE HALL- \$2840.00 BA | \$2,840.00 |
| 01404424 4516 | 15 | WOLF ELECTRIC SUPPLY CO | REPAIR PARTS | \$326.88 |
| 01404424 4517 | 15 | ACTIVE ELECTRICAL SUPPLY CO. INC | REPAIR PARTS | \$285.26 |
| 01404424 4517 | 15 | TOTAL FACILITY MAINTENANCE, INC. | POLICE DEPARTMENT - \$1050 | \$1,050.00 |
| 01404424 4518 | 15 | CORNERSTONE APPLIANCE SERVICE | REPAIR PARTS | \$72.00 |
| 01404424 4518 | 15 | NEUCO INC | REPAIR PARTS | \$59.22 |
| 01404424 4518 | 15 | NEUCO INC | RETURN REPAIR PARTS | (\$41.93) |
| 01404424 4518 | 15 | RED HAWK FIRE & SECURITY | ILL MONITORING SECURITY | \$140.83 |
| 01404424 4518 | 15 | RED HAWK FIRE & SECURITY | ILL MONITORING SECURITY M | \$134.00 |
| 01404424 4518 | 15 | TEST GAUGE AND BACKFLOW SUPPLY | REPAIR PARTS | \$597.10 |
| 01404424 4518 | 15 | WEATHERGUARD ROOFING CO. | LEAK TO ROOF | \$338.50 |
| 01404424 4518 | 15 | WOLF ELECTRIC SUPPLY CO | REPAIR PARTS | \$78.84 |
| 01404424 4520 | 15 | TOTAL FACILITY MAINTENANCE, INC. | PUBLIC WORKS CENTER AND V | \$1,300.00 |
| TOTAL FACILITIES | | | | \$21,708.32 |
| 01404522 4304 | 15 | CINTAS #22 | UNIFORMS PER WEEK | \$79.59 |
| 01404523 4411 | 15 | PALATINE OIL CO., INC | FUEL | \$30,086.32 |
| 01404523 4411 | 15 | WEX BANK | MONTHLY CARD CHG | \$6.00 |
| 01404523 4414 | 15 | CARQUEST AUTO PARTS | REPAIR PARTS | \$11.39 |
| 01404523 4414 | 15 | O'REILLY AUTO PARTS | REPAIR PARTS | \$45.24 |
| 01404523 4414 | 15 | SERVICE COMPONENTS | REPAIR PARTS | \$449.82 |
| 01404524 4507 | 15 | VERIZON NETWORKFLEET | ALTERNATE POWER ADAPTER | \$123.75 |
| 01404524 4507 | 15 | VERIZON NETWORKFLEET | FOR SERVICES DESCRIBE ABO | \$976.61 |

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| ACCOUNT | YEAR | VENDOR | DESCRIPTION | AMOUNT |
|---------------|------|------------------------------------|---------------------------|------------|
| 01404524 4509 | 15 | AIRGAS USA, LLC | MEDICAL SUPPLIES | \$117.24 |
| 01404524 4509 | 15 | SAFETY KLEEN CORP | FUEL SURCHARGE, BRAKE CLE | \$224.12 |
| 01404524 4510 | 15 | GRAINGER INC | VARIOUS SUPPLIES | \$61.10 |
| 01404524 4513 | 15 | BOB ROHRMAN'S SCHAUMBURG FORD | REPAIR PARTS | \$436.49 |
| 01404524 4513 | 15 | CARQUEST AUTO PARTS | REPAIR PARTS | \$46.63 |
| 01404524 4513 | 15 | CHICAGO PARTS & SOUND LLC | REPAIR PARTS | \$393.07 |
| 01404524 4513 | 15 | GOLF ROSE CAR WASH | VEHICLE WASHES | \$416.00 |
| 01404524 4513 | 15 | INTERSTATE BATTERY SYSTEMS | BATTERIES VEHICLE | \$101.60 |
| 01404524 4513 | 15 | O'REILLY AUTO PARTS | REPAIR PARTS | \$19.88 |
| 01404524 4513 | 15 | REX RADIATOR SALES | REPAIR SERVICE 2012 FORD | \$111.00 |
| 01404524 4513 | 15 | REX RADIATOR SALES | VEHICLE REPAIRS | \$101.00 |
| 01404524 4513 | 15 | SECRETARY OF STATE | LICENSE PLATE RENEWAL P47 | \$101.00 |
| 01404524 4514 | 15 | ACME TRUCK BRAKE & SUPPLY CO. | REPAIR PARTS | \$157.80 |
| 01404524 4514 | 15 | ACME TRUCK BRAKE & SUPPLY CO. | RETURN REPAIR PARTS | (\$108.18) |
| 01404524 4514 | 15 | BRISTOL HOSE & FITTING | REPAIR PARTS | \$24.07 |
| 01404524 4514 | 15 | BUMPER TO BUMPER/ LEE AUTO | REPAIR PARTS | (\$170.09) |
| 01404524 4514 | 15 | CARQUEST AUTO PARTS | REPAIR PARTS | \$76.27 |
| 01404524 4514 | 15 | CARQUEST AUTO PARTS | RTN REPAIR PARTS | (\$10.26) |
| 01404524 4514 | 15 | FIRESTONE TRUCK & SERVICE CENTER | VEHICLE TIRES | \$552.02 |
| 01404524 4514 | 15 | GLOBAL EMERGENCY PRODUCTS | HANDLE OUTSIDE LOCKING | \$70.95 |
| 01404524 4514 | 15 | GOLF ROSE CAR WASH | VEHICLE WASHES | \$19.50 |
| 01404524 4514 | 15 | POMP'S TIRE | REPAIR PARTS | \$3,753.00 |
| 01404524 4514 | 15 | REX RADIATOR & WELDING | VEHICLE REPAIRS | \$1,975.00 |
| 01404524 4514 | 15 | RUSH TRUCK CENTER OF ILLINOIS, INC | REPAIR PARTS | \$356.15 |
| 01404524 4514 | 15 | WELLER TRUCK PARTS | REPAIR PARTS | (\$233.40) |
| 01404524 4534 | 15 | ACME TRUCK BRAKE & SUPPLY CO. | REPAIR PARTS | \$125.69 |
| 01404524 4534 | 15 | ARLINGTON POWER EQUIPMENT | REPAIR PARTS | \$10.36 |
| 01404524 4534 | 15 | BOB ROHRMAN'S SCHAUMBURG FORD | REPAIR PARTS | \$110.36 |
| 01404524 4534 | 15 | BUMPER TO BUMPER/ LEE AUTO | REPAIR PARTS | \$63.47 |
| 01404524 4534 | 15 | CARQUEST AUTO PARTS | REPAIR PARTS | \$83.02 |
| 01404524 4534 | 15 | CARQUEST AUTO PARTS | RTN REPAIR PARTS | (\$14.69) |
| 01404524 4534 | 15 | FIRESTONE TRUCK & SERVICE CENTER | VEHICLE TIRES | \$795.76 |
| 01404524 4534 | 15 | FLEET TRANSMISSION SERVICE IN | OVERHAUL TRANSMISSION NOT | \$5,047.00 |
| 01404524 4534 | 15 | GRAINGER INC | VARIOUS SUPPLIES | \$61.10 |
| 01404524 4534 | 15 | INLAND POWER GROUP | REPAIR PARTS | \$245.70 |
| 01404524 4534 | 15 | O'REILLY AUTO PARTS | REPAIR PARTS | \$374.55 |
| 01404524 4534 | 15 | O'REILLY AUTO PARTS | REPAIR PARTS RTN | (\$64.34) |
| 01404524 4534 | 15 | O'REILLY AUTO PARTS | REPAIR PRATS | \$8.98 |
| 01404524 4534 | 15 | O'REILLY AUTO PARTS | RETURN REPAIR PARTS | (\$17.00) |
| 01404524 4534 | 15 | POWER EQUIPMENT LEASING COMPANY | DECAL RESPONSIBILITY | \$25.32 |
| 01404524 4534 | 15 | RUSH TRUCK CENTER OF ILLINOIS, INC | REPAIR PARTS | \$610.11 |
| 01404524 4534 | 15 | SPRING ALIGN | REPAIR PARTS | \$1,444.87 |
| 01404524 4534 | 15 | VERMEER MIDWEST/VERMEER-IL | REPAIR PARTS | \$312.08 |
| 01404524 4535 | 15 | BOB ROHRMAN'S SCHAUMBURG FORD | REPAIR PARTS | \$334.64 |
| 01404524 4535 | 15 | CARQUEST AUTO PARTS | REPAIR PARTS | \$348.15 |

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| ACCOUNT | YEAR | VENDOR | DESCRIPTION | AMOUNT |
|-------------------------------|------|----------------------------------|----------------------------|---------------------|
| 01404524 4535 | 15 | CARQUEST AUTO PARTS | RETURN REPAIR PARTS | (\$136.00) |
| 01404524 4535 | 15 | FIRESTONE TRUCK & SERVICE CENTER | VEHICLE ALIGNMENT | \$55.00 |
| 01404524 4535 | 15 | GOLF ROSE CAR WASH | VEHICLE WASHES | \$13.00 |
| 01404524 4535 | 15 | O'REILLY AUTO PARTS | REPAIR PARTS | \$181.31 |
| 01404524 4545 | 15 | MENNON RUBBER & SAFETY | SAFETY WEAR | \$243.18 |
| TOTAL FLEET SERVICES | | | | \$50,632.30 |
| 01404623 4408 | 15 | GRAINGER INC | VARIOUS SUPPLIES | \$7.66 |
| 01404624 4519 | 15 | MENARDS - HNVK PARK | VARIOUS SUPPLIES | \$29.88 |
| TOTAL F.A.S.T. | | | | \$37.54 |
| 01404723 4414 | 15 | USA BLUE BOOK | REPAIR PARTS | \$34.45 |
| 01404724 4510 | 15 | EMERGENT SAFETY SUPPLY | VARIOUS SUPPLIES | \$300.00 |
| TOTAL STORM SEWERS | | | | \$334.45 |
| 01404823 4408 | 15 | ACTIVE ELECTRICAL SUPPLY CO. INC | TEST LEAD SET | \$100.60 |
| 01404823 4414 | 15 | MCMaster CARR SUPPLY CO | VARIOUS SUPPLIES | \$195.98 |
| 01404824 4502 | 15 | COMMONWEALTH EDISON | TRAFFIC SIGNALS VARIOUS | \$261.00 |
| 01404824 4502 | 15 | CONSTELLATION NEW ENERGY INC | 0 SEDGE LITE RT/25 | \$7,431.89 |
| 01404824 4523 | 15 | ACTIVE ELECTRICAL SUPPLY CO. INC | HPS 150W #71A8176-001D | \$442.12 |
| 01404824 4523 | 15 | NEHER ELECTRIC SUPPLY, INC. | HPS 100W LU100/ECU | \$196.60 |
| 01404824 4523 | 15 | NEHER ELECTRIC SUPPLY, INC. | HPS 250W LU250/ECO | \$586.20 |
| 01404824 4523 | 15 | NEHER ELECTRIC SUPPLY, INC. | HPS 400W LU400/ECO | \$395.60 |
| 01404824 4523 | 15 | NEHER ELECTRIC SUPPLY, INC. | MH 150W MP150/C/U/MED | \$1,125.00 |
| 01404824 4523 | 15 | NEHER ELECTRIC SUPPLY, INC. | MH 250W M250/C/U (FROSTED) | \$2,223.00 |
| 01404824 4523 | 15 | NEHER ELECTRIC SUPPLY, INC. | MH 250W M250/U (CLEAR) | \$630.00 |
| 01404824 4523 | 15 | NEHER ELECTRIC SUPPLY, INC. | MH 400W M400/U/BT28 | \$1,470.30 |
| 01404824 4544 | 15 | 3M HAK0206 | VARIOUS MARKING SUPPLIES | \$3,588.75 |
| 01404824 4544 | 15 | A.W.T. | 1046.75 SQ FT AT \$ 1.50 H | \$1,594.50 |
| 01404824 4544 | 15 | A.W.T. | 258.25 SQ. FT AT \$1.35 H | \$357.75 |
| 01404824 4544 | 15 | OSBURN SIGNS | FOR SERVICES DESCRIBED AB | \$2,925.00 |
| 01404824 4544 | 15 | TAPCO | REPAIR PARTS | \$516.90 |
| 01404824 4544 | 15 | U S STANDARD SIGN CO | TRAFFIC CONTROL SUPPLIES | \$1,205.40 |
| TOTAL TRAFFIC CONTROL | | | | \$25,246.59 |
| PUBLIC WORKS | | | | \$145,550.71 |
| 01501223 4402 | 15 | OFFICE DEPOT | OFFICE SUPPLIES | \$287.33 |
| TOTAL ADMINISTRATIVE | | | | \$287.33 |
| 01505022 4303 | 15 | APA | RENEWAL APA DUE J EDWARDS | \$275.00 |
| 01505024 4546 | 15 | PADDOCK PUBLICATIONS | PUBLIC HEARING NOTICES | \$48.75 |
| 01505024 4546 | 15 | PADDOCK PUBLICATIONS INC | NOTICE OF PUBLIC HEARING | \$39.75 |
| TOTAL PLANNING | | | | \$363.50 |
| 01505122 4303 | 15 | JOHN SHOGREN | REIMB ILL PLUMBER LICENSE | \$50.00 |
| 01505124 4507 | 15 | EIS ELEVATOR INSPECTION SERVICES | RE INSPECTION | \$40.00 |
| 01505124 4507 | 15 | EIS ELEVATOR INSPECTION SERVICES | REINSPECTION 3/17-20 | \$140.00 |
| TOTAL CODE ENFORCEMENT | | | | \$230.00 |
| 01505222 4301 | 15 | GARY SALAVITCH | REIB ANNUAL CONFERENCE | \$168.60 |
| 01505222 4301 | 15 | POSITIONING SOLUTIONS COMPANY | INSTRUMENT TRAINING | \$1,200.00 |
| 01505222 4303 | 15 | TRANSPORTATION RESEARCH BOARD | AFFILIATE FEE TRB MEMBERS | \$182.00 |

VILLAGE OF HOFFMAN ESTATES

April 6, 2015

| ACCOUNT | YEAR | VENDOR | DESCRIPTION | AMOUNT |
|---|------|-------------------------------------|---------------------------|---------------------|
| 01505223 4403 | 15 | HAGG PRESS INC | BANNER NO GROMMETS | \$90.00 |
| 01505224 4542 | 15 | ALL-STAR CAB DISPATCH INC | TRANSPORTATION | \$1,385.00 |
| 01505224 4542 | 15 | AMERICAN CHARGE SERVICE | TRIPS | \$320.00 |
| 01505224 4542 | 15 | CLASS PRINTING | TAXI DISCOUNT COUPONS | \$435.00 |
| 01505224 4542 | 15 | UNITED DISPATCH | TAXI | \$5.00 |
| TOTAL TRANSPORTATION AND ENGINEERING | | | | \$3,765.60 |
| 01505922 4301 | 15 | KEVIN KRAMER | IEDC TRAINING & TRAVEL | \$143.50 |
| 01505924 4507 | 15 | ZADRO WEB | 25% DEPOSIT TO BEGIN REDE | \$1,200.00 |
| 01505924 4546 | 15 | DUE NORTH CONSULTING | TRADE & INDUSTRY MAGAZINE | \$2,500.00 |
| TOTAL ECONOMIC DEVELOPMENT | | | | \$3,843.50 |
| DEVELOPMENT SERVICES | | | | \$8,509.93 |
| 01556523 4413 | 15 | NOVARTIS VACCINES & DIAGNOSTICS, IN | MEDICAL SUPPLIES | \$82.12 |
| 01556523 4413 | 15 | PSS WORLD MEDICAL, INC. | THERMOM REFRIG/FRZR | \$203.69 |
| 01556524 4556 | 15 | AT & T | DSL LINE | \$139.75 |
| HEALTH & HUMAN SERVICES | | | | \$425.56 |
| 01605324 4561 | 15 | BMI | MUSIC RIGHTS | \$657.00 |
| TOTAL FOURTH OF JULY | | | | \$657.00 |
| 01605724 4507 | 15 | INDUSTRIAL ORGANIZATIONAL SOLUTIONS | PD SERGENT PROMO PROCESS | \$12,257.50 |
| TOTAL FIRE & POLICE COMMISSION | | | | \$12,257.50 |
| 01605824 4555 | 15 | LILLIAN MOSIER | REIMB FRENCH EVENING EXPE | \$40.00 |
| 01605824 4559 | 15 | MARK ROTHMAN | PROGRAM PAYMENT | \$200.00 |
| 01605824 4575 | 15 | DIANE DICHTER | REIM ARTS COMM GRAFFITI G | \$104.07 |
| 01605824 4575 | 15 | LEE KRIZKA | ART COMM HIGHT TEA EVENT | \$11.98 |
| 01605824 4575 | 15 | THE ASSEMBLY BAR & CAFE | BALANCE ARTS COMM GRAFFIT | \$106.83 |
| 01605824 5502 | 15 | HENRY SERGIENKO | PLATZKONZERT DEPOSIT | \$100.00 |
| TOTAL MISCELLANEOUS B & C | | | | \$562.88 |
| BOARDS & COMMISSIONS | | | | \$13,477.38 |
| TOTAL GENERAL FUND | | | | \$278,146.97 |
| 08200824 4539 | 15 | BUMPER TO BUMPER/ LEE AUTO | REPAIR PARTS | \$115.97 |
| 08200824 4539 | 15 | CARQUEST AUTO PARTS | REPAIR PARTS | \$23.70 |
| 08200824 4539 | 15 | ILLINOIS SECRETARY OF STATE | LICENSE PLATE & TITLE FED | \$196.00 |
| TOTAL FEDERAL ASSET SEIZURE | | | | \$335.67 |
| TOTAL ASSET SEIZURE FUND | | | | \$335.67 |
| 09000016 3706 | 15 | PETTY CASH | REFUSE STICKER REFUNDS | \$226.20 |
| TOTAL MUNICIPAL WASTE SYSTEM FUND | | | | \$226.20 |
| 29000025 4610 | 15 | EDWIN HANCOCK ENGINEERING CO | BODE RD IMPROVEMENTS | \$12,830.89 |
| TOTAL MUNICIPAL WASTE SYSTEM FUND | | | | \$12,830.89 |
| 37000025 4603 | 15 | AUTO TRUCK GROUP | CODE 3 XT402RB W/MOUNT | \$318.00 |
| 37000025 4603 | 15 | AUTO TRUCK GROUP | CODE 3 XT4BB BLU | \$141.00 |
| 37000025 4603 | 15 | AUTO TRUCK GROUP | CODE 3 XT4R RED | \$141.00 |

VILLAGE OF HOFFMAN ESTATES

April 6, 2015

| ACCOUNT | YEAR | VENDOR | DESCRIPTION | AMOUNT |
|---|------|------------------------------|-------------------------------|--------------------|
| 37000025 4603 | 15 | AUTO TRUCK GROUP | CODE 3XT4W CLR | \$282.00 |
| 37000025 4603 | 15 | AUTO TRUCK GROUP | HAVIS 3-POS 12V PLUG-IN C | \$232.00 |
| 37000025 4603 | 15 | AUTO TRUCK GROUP | HAVIS ARMREST C-ARM-103 L | \$536.00 |
| 37000025 4603 | 15 | AUTO TRUCK GROUP | HAVIS CUP HOLDER C-CUP2-I | \$232.00 |
| 37000025 4603 | 15 | AUTO TRUCK GROUP | HAVIS RADIO CONSOLE C-VS- | \$2,056.00 |
| 37000025 4603 | 15 | AUTO TRUCK GROUP | SANTA CRUZ RIFLE MOUNT BU | \$147.00 |
| 37000025 4603 | 15 | AUTO TRUCK GROUP | SOUNDOFF ENT2B3-B BLUE IN | \$952.00 |
| 37000025 4603 | 15 | AUTO TRUCK GROUP | SOUNDOFF ENT2B3-R RED INT | \$952.00 |
| 37000025 4603 | 15 | AUTO TRUCK GROUP | SOUND-OFF PINNACLE EPL800 | \$1,638.00 |
| 37000025 4603 | 15 | AUTO TRUCK GROUP | SOUNDOFF ULTRALITE EL3H08 | \$2,980.00 |
| 37000025 4603 | 15 | ON-DUTY DEPOT | 2016 FORD UTILITY EXPLORE | \$3,999.96 |
| 37000025 4603 | 15 | ON-DUTY DEPOT | FEDERAL SIGNAL ESB-EXP07 | \$141.52 |
| 37000025 4603 | 15 | ON-DUTY DEPOT | FEDERAL SIGNAL SIREN DRIV | \$1,136.00 |
| 37000025 4603 | 15 | ON-DUTY DEPOT | SETINA SINGLE SEAT QK0490 | \$1,188.00 |
| 37000025 4603 | 15 | ON-DUTY DEPOT | SOUNDOFF LED WHITE BACKUP | \$992.00 |
| 37000025 4603 | 15 | ON-DUTY DEPOT | SOUNDOFF SHIELD FOR ULTRA | \$212.00 |
| 37000025 4603 | 15 | ULTRA STROBE COMMUNICATIONS | LABOR TO INSTALL 2ND DOOR | \$72.50 |
| 37000025 4603 | 15 | ULTRA STROBE COMMUNICATIONS | LABOR TO INSTALL DOOR | \$72.50 |
| 37000025 4603 | 15 | ULTRA STROBE COMMUNICATIONS | SANTA CRUZ RIFLE LOCK SC- | \$365.85 |
| 37000025 4603 | 15 | ULTRA STROBE COMMUNICATIONS | SOUNDOFF LED EGHST5- BB-12 | \$599.70 |
| 37000025 4603 | 15 | ULTRA STROBE COMMUNICATIONS | SOUNDOFF LED EGHST5- RB-12 | \$599.70 |
| TOTAL CAPITAL VEHICLE AND EQUIPMENT FUND | | | | \$19,986.73 |
| 40 1445 | 15 | DRS ENTERPRISES | HYDRANT METER DEPOSIT WAT | \$686.70 |
| 40 1445 | 15 | HYDRO EXC INC | HYDRANT & WRENCH DEPOSIT | \$510.92 |
| 40 1445 | 15 | VISU-SEWER | METER DEPOSIT | \$750.00 |
| TOTAL WATER MISCELLANEOUS PAYMENT | | | | \$1,947.62 |
| 40400013 3425 | 15 | KIM ALDEN, INC | 0217005023-07 5029 CHAMBE | \$7.01 |
| 40400013 3425 | 15 | SELECT PORTFOLIO SERVICING | 1453 CORNELL 011610102112 | \$120.69 |
| 40400013 3425 | 15 | VAIL REALTY | 1650 ASHLEY 010514705002 | \$14.38 |
| TOTAL WATER REFUND | | | | \$142.08 |
| 40406722 4301 | 15 | JEREMY JAHNKE | CDL RENEWAL REIMB. | \$30.00 |
| 40406722 4301 | 15 | JOSEPH NEBEL | TRAVEL EXPENSE | \$252.05 |
| 40406722 4303 | 15 | IL ENVIRONMENTAL PROT AGENCY | WATER SUPPLY OPERATOR CER | \$10.00 |
| 40406722 4303 | 15 | TOM BURNITZ | WATER SUPPLY CERTIFICATE | \$10.00 |
| 40406722 4304 | 15 | BARBARA ANN EMBROIDERY | EMBROIDERY COST FOR PW CB | \$88.00 |
| 40406722 4304 | 15 | MENNON RUBBER & SAFETY | CARHARTT DUCK ACTIVE JACK | \$91.27 |
| 40406722 4304 | 15 | MENNON RUBBER & SAFETY | CARHART JACKET | \$94.54 |
| 40406722 4304 | 15 | MENNON RUBBER & SAFETY | SAFETY WEAR | \$312.06 |

VILLAGE OF HOFFMAN ESTATES

April 6, 2015

| ACCOUNT | YEAR | VENDOR | DESCRIPTION | AMOUNT |
|---------------|------|--------------------------------------|------------------------------|------------|
| 40406723 4403 | 15 | CLASS PRINTING | TIME TICKETS | \$153.00 |
| 40406723 4414 | 15 | MASTER-BREW BEVERAGES,INC. | COFFEE SUPPLIES | \$156.75 |
| 40406723 4414 | 15 | MENARDS - HNVK PARK | REPAIR PARTS | \$32.21 |
| 40406723 4420 | 15 | WATER RESOURCES INC | FOR SERVICES DESCRIBED AB | \$2,850.00 |
| 40406724 4501 | 15 | AT & T | DSL | \$18.91 |
| 40406724 4501 | 15 | AT & T | INTERNET SERVICES | \$46.12 |
| 40406724 4501 | 15 | COMCAST CABLE | 1900 HASSELL OFC2 | \$41.82 |
| 40406724 4501 | 15 | COMCAST CABLE | 2305 PEMBROKE AVE | \$107.35 |
| 40406724 4502 | 15 | CONSTELLATION NEW ENERGY INC | 1775 ABBEY WOOD | \$1,968.91 |
| 40406724 4502 | 15 | CONSTELLATION NEW ENERGY INC | 1790 CHIPPENDALE | \$737.02 |
| 40406724 4502 | 15 | CONSTELLATION NEW ENERGY INC | 2150 STONINGTON AVE | \$110.34 |
| 40406724 4502 | 15 | CONSTELLATION NEW ENERGY INC | 2550 BEVERLY RD WATERTANK | \$261.26 |
| 40406724 4502 | 15 | CONSTELLATION NEW ENERGY INC | 3451 NORTH WILSHIRE | \$547.18 |
| 40406724 4502 | 15 | CONSTELLATION NEW ENERGY INC | 3990 HUNTINGTON | \$119.04 |
| 40406724 4502 | 15 | CONSTELLATION NEW ENERGY INC | 4140 CRIMSON | \$905.10 |
| 40406724 4502 | 15 | CONSTELLATION NEW ENERGY INC | 4690 OLMSTEAD | \$164.75 |
| 40406724 4502 | 15 | CONSTELLATION NEW ENERGY INC | 720 CHARLESTON | \$220.95 |
| 40406724 4502 | 15 | CONSTELLATION NEW ENERGY INC | 95 ASTER LN | \$708.20 |
| 40406724 4502 | 15 | CONSTELLATION NEW ENERGY INC | S/HIGGINS, W OLD SUTTON | \$1,010.24 |
| 40406724 4502 | 15 | CONSTELLATION NEW ENERGY INC | S/S HIGGINS, 1 W BEVERLY | \$321.13 |
| 40406724 4503 | 15 | NICOR GAS | 1775 ABBEYWOOD LN | \$252.45 |
| 40406724 4503 | 15 | NICOR GAS | 4690 OLMSTEAD DR | \$23.65 |
| 40406724 4503 | 15 | NICOR GAS | 720 CHARLESTON LN | \$190.63 |
| 40406724 4507 | 15 | ALEXIAN BROTHERS CORPORATE HEALTH | EMPLOYEE DRUG SCREEN | \$56.00 |
| 40406724 4507 | 15 | SUBURBAN LABORATORIES, INC. | ANNUAL DRINKING WATER SAM | \$1,251.50 |
| 40406724 4509 | 15 | XEROX CORP. | 5865 APT/COP/4 TRAY | \$162.22 |
| 40406724 4510 | 15 | GRAINGER INC | FIRST AID KITS | \$231.56 |
| 40406724 4526 | 15 | TEST GAUGE AND BACKFLOW SUPPLY | REPAIR PARTS | \$130.00 |
| 40406724 4529 | 15 | BEVERLY MATERIALS, L.L.C. | RETURN REPAIR PARTS | (\$25.00) |
| 40406724 4529 | 15 | NAPCO STEEL INC | VARIOUS SUPPLIES | \$149.00 |
| 40406724 4529 | 15 | UNDERGROUND PIPE & VALVE CO | REPAIR PARTS | \$901.00 |
| 40406724 4529 | 15 | WATER PRODUCTS CO. | 10" OMEGA FLANGE ADAPTOR | \$760.00 |
| 40406724 4529 | 15 | WATER PRODUCTS CO. | 6" MEGA LUG GASKET AND GL | \$266.54 |
| 40406724 4529 | 15 | WATER PRODUCTS CO. | 8" OMEGA FLANGE ADAPTOR W | \$930.00 |
| 40406724 4529 | 15 | WATER PRODUCTS CO. | MEDALLION 5 1/4' MAIN SEA | \$419.02 |
| 40406724 4531 | 15 | MENARDS - HNVK PARK | VARIOUS SUPPLIES | \$56.63 |
| 40406724 4545 | 15 | FULLIFE SAFETY CENTER | UNIFORMS | \$227.25 |
| 40406724 4545 | 15 | FULLIFE SAFETY CENTER | VARIOUS SUPPLIES | \$64.90 |
| 40406724 4585 | 15 | ACME TRUCK BRAKE & SUPPLY CO. | RETURN REPAIR PARTS | (\$540.00) |
| 40406724 4585 | 15 | BOB ROHRMAN'S SCHAUMBURG FORD | REPAIR PARTS | \$523.85 |
| 40406724 4585 | 15 | CARQUEST AUTO PARTS | REPAIR PARTS | \$300.74 |
| 40406724 4585 | 15 | CUCCI FORD | REPAIR PARTS | \$88.97 |
| 40406724 4585 | 15 | FIRESTONE TRUCK & SERVICE CENTER | VEHICLE TIRES | \$247.32 |

VILLAGE OF HOFFMAN ESTATES

April 6, 2015

| ACCOUNT | YEAR | VENDOR | DESCRIPTION | AMOUNT |
|---|------|------------------------------------|---------------------------|--------------------|
| 40406724 4585 | 15 | O'REILLY AUTO PARTS | REPAIR PARTS | \$5.26 |
| 40406724 4585 | 15 | RUSH TRUCK CENTER OF ILLINOIS, INC | VEHICLE REPAIRS | \$92.33 |
| 40406724 4585 | 15 | STANDARD EQUIPMENT CO | REPAIR PARTS | \$154.13 |
| 40406724 4585 | 15 | WELLER TRUCK PARTS | REPAIR PARTS | \$1,006.89 |
| 40406724 4585 | 15 | ZEIGLER OF SCHAUMBURG | REPAIR PARTS | \$254.25 |
| TOTAL WATER DIVISION | | | | \$19,549.29 |
| 40406823 4408 | 15 | A & A EQUIPMENT & SUPPLY CO. | BLADES | \$294.92 |
| 40406823 4408 | 15 | MENARDS - HNVR PARK | VARIOUS SUPPLIES | \$25.30 |
| 40406824 4502 | 15 | CONSTELLATION NEW ENERGY INC | 1101 WESTBURY | \$487.41 |
| 40406824 4502 | 15 | CONSTELLATION NEW ENERGY INC | 1215 MOON LAKE | \$372.43 |
| 40406824 4502 | 15 | CONSTELLATION NEW ENERGY INC | 1775 HUNTINGTON | \$169.87 |
| 40406824 4502 | 15 | CONSTELLATION NEW ENERGY INC | 1790 CHIPPENDALE | \$1,105.54 |
| 40406824 4502 | 15 | CONSTELLATION NEW ENERGY INC | 2090 CENTRAL | \$105.28 |
| 40406824 4502 | 15 | CONSTELLATION NEW ENERGY INC | 2094 CARLING | \$75.52 |
| 40406824 4502 | 15 | CONSTELLATION NEW ENERGY INC | 2380 GOLF RD | \$257.96 |
| 40406824 4502 | 15 | CONSTELLATION NEW ENERGY INC | 5400 W GOLF RD | \$2,164.57 |
| 40406824 4502 | 15 | CONSTELLATION NEW ENERGY INC | 6100 SHOE FACTORY | \$445.73 |
| 40406824 4502 | 15 | CONSTELLATION NEW ENERGY INC | 897 PARK LANE | \$60.74 |
| 40406824 4510 | 15 | EMERGENT SAFETY SUPPLY | VARIOUS SUPPLIES | \$390.88 |
| 40406824 4510 | 15 | MENARDS - HNVR PARK | REPAIR PARTS | \$5.98 |
| 40406824 4524 | 15 | MENARDS - HNVR PARK | VARIOUS SUPPLIES | \$79.76 |
| 40406824 4525 | 15 | GRAINGER INC | VARIOUS SUPPLIES | \$322.70 |
| 40406824 4525 | 15 | LAI LTD | SEWAGE AIR RELIEF W/ BACK | \$591.00 |
| 40406824 4525 | 15 | NAPCO STEEL INC | VARIOUS STEEL SUPPLIES | \$849.85 |
| 40406824 4530 | 15 | BEVERLY MATERIALS, L.L.C. | GRAVEL MATERIALS | \$164.52 |
| 40406824 4541 | 15 | A PERSONAL TOUCH OF CLASS, INC. | EMERGENCY CLEANING | \$1,836.63 |
| 40406825 4602 | 15 | GRAINGER INC | VARIOUS SUPPLIES | \$239.52 |
| 40406825 4602 | 15 | JJS TECHNICAL SERVICES | BW TECH QUAD GAS | \$227.00 |
| 40406825 4608 | 15 | BAXTER & WOODMAN, INC. | COMPLETE ENGINEERING SERV | \$514.15 |
| TOTAL SEWER DIVISION | | | | \$10,787.26 |
| 40407024 4510 | 15 | COMPUTER SERVICES, INC | WATER REMITTANCE PROCESSO | \$2,250.00 |
| 40407024 4510 | 15 | NEOPOST INC. | REPAIR PARTS | \$338.04 |
| 40407024 4542 | 15 | CREEKSIDE PRINTING | WATER BILL SHELLS DESIGN | \$1,424.00 |
| TOTAL BILLING DIVISION | | | | \$4,012.04 |
| TOTAL WATERWORKS AND SEWERAGE FUND | | | | \$36,438.29 |
| 41000010 3107 | 15 | SWEETS N SPICE LLC | PAID FOOD&BEV IN ERROR | \$91.12 |
| 41000024 4510 | 15 | CARQUEST AUTO PARTS | RTN REPAIR PARTS | (\$77.98) |
| TOTAL SEARS CENTRE OPERATING FUND | | | | \$13.14 |
| 46 1101 | 15 | J.C. PAEZ | REIMB SICK INCENTIVE | \$2,355.85 |
| 46 1101 | 15 | PERRITANO, JOE | REIMB SICK INCENTIVE | \$300.00 |
| 46 1101 | 15 | RICHARD RUSSO | REIMB SICK INCENTIVE | \$721.59 |
| TOTAL RISK RETENTION | | | | \$3,377.44 |

VILLAGE OF HOFFMAN ESTATES

April 6, 2015

| ACCOUNT | YEAR | VENDOR | DESCRIPTION | AMOUNT |
|---------------------------------------|------|-------------------------------------|---------------------------|---------------------|
| 46700024 4551 | 15 | CANNON COCHRAN MGMT. SERVICES, INC. | CLAIMS & ADMIN FEE 2 QTR | \$3,453.75 |
| 46700024 4551 | 15 | J J KELLER & ASSOCIATES INC | ELP FED IL ENG COMBO | \$1,008.88 |
| 46700024 4552 | 15 | MAPES AUTO UPHOLSTERY, INC | REPAIR AUTO PARTS | \$300.00 |
| 46700024 4579 | 15 | ALEXIAN BROTHERS CORPORATE HEALTH | EMPLOYEE PHYSICAL | \$39.00 |
| TOTAL RISK RETENTION | | | | \$4,801.63 |
| TOTAL INSURANCE FUND | | | | \$8,179.07 |
| 47008524 4507 | 15 | DLS INTERNET SERVICES | 4/23/15-5/23/15 INTERNET | \$359.63 |
| 47008524 4542 | 15 | CURRENT TECHNOLOGIES CORP | ONSITE MONITORING | \$375.00 |
| TOTAL OPERATIONS | | | | \$734.63 |
| 47008625 4602 | 15 | CDW-GOVERNMENT INC | INFOCUS IN3138HDA DLP 420 | \$899.99 |
| 47008625 4619 | 15 | SUNGARD PUBLIC SECTOR | PLUS-ASP PROCESSING SERVI | \$10,652.00 |
| TOTAL CAPITAL ASSETS | | | | \$11,551.99 |
| TOTAL INFORMATION SYSTEMS FUND | | | | \$12,286.62 |
| 72000024 4567 | 15 | ARNSTEIN & LEHR LLP | BARRINGTON SQ TIF | \$386.80 |
| 72000024 4567 | 15 | ARNSTEIN & LEHR LLP | LEGAL SERVICES | \$406.25 |
| | | | | \$793.05 |
| BILL LIST TOTAL | | | | \$369,236.63 |

SUNGARD PUBLIC SECTOR
 DATE: 04/02/2015
 TIME: 11:53:06

VILLAGE OF HOFFMAN ESTATES
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20150313 00:00:00. 0' and '20150402 00:00:00. 0'
 ACCOUNTING PERIOD: 4/15

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | BUDGET UNIT | DESCRIPTION | SALES TAX | AMOUNT | |
|-------------|----------|----------------|--------------------------|-------------|-----------------------|-----------|----------|--------|
| 0102 | 94075 V | 03/03/15 11454 | THE FUN ONES | 01605824 | GAMES FOR CELTIC FEST | 0.00 | -560.00 | |
| 0102 | 94172 V | 02/27/15 16955 | FANNIE MAE | 40 | UB REFUND | 0.00 | -6.84 | |
| 0102 | 94339 | 03/13/15 10280 | ILL. WORKERS' COMPENSATI | 46700024 | SECOND INJURY FUND | 0.00 | 2,351.00 | |
| 0102 | 94340 | 03/13/15 4065 | THE HOME DEPOT #1904 | 01303124 | VARIOUS SUPPLIES | 0.00 | 41.45 | |
| 0102 | 94340 | 03/13/15 4065 | THE HOME DEPOT #1904 | 01303523 | VARIOUS SUPPLIES | 0.00 | 78.82 | |
| 0102 | 94340 | 03/13/15 4065 | THE HOME DEPOT #1904 | 01404123 | VARIOUS SUPPLIES | 0.00 | 312.80 | |
| 0102 | 94340 | 03/13/15 4065 | THE HOME DEPOT #1904 | 01303525 | VARIOUS SUPPLIES | 0.00 | 9.46 | |
| 0102 | 94340 | 03/13/15 4065 | THE HOME DEPOT #1904 | 01404223 | VARIOUS SUPPLIES | 0.00 | 48.89 | |
| 0102 | 94340 | 03/13/15 4065 | THE HOME DEPOT #1904 | 01404323 | VARIOUS SUPPLIES | 0.00 | 68.82 | |
| 0102 | 94340 | 03/13/15 4065 | THE HOME DEPOT #1904 | 01404823 | VARIOUS SUPPLIES | 0.00 | 54.95 | |
| 0102 | 94340 | 03/13/15 4065 | THE HOME DEPOT #1904 | 40406723 | VARIOUS SUPPLIES | 0.00 | 41.94 | |
| 0102 | 94340 | 03/13/15 4065 | THE HOME DEPOT #1904 | 40406724 | VARIOUS SUPPLIES | 0.00 | 5.42 | |
| TOTAL CHECK | | | | | | | 0.00 | 662.55 |
| 0102 | 94341 | 03/13/15 2648 | JAMES NORRIS | 01101222 | NWMC LEG. DAY-SPRNGFL | 0.00 | 289.30 | |
| 0102 | 94343 | 03/16/15 16973 | SAJEEV PAUL | 36000025 | MOISE MITIGATION REIM | 0.00 | 8,750.00 | |
| 0102 | 94344 | 03/16/15 2226 | PETTY CASH | 01101123 | PETTY CASH | 0.00 | 17.58 | |
| 0102 | 94344 | 03/16/15 2226 | PETTY CASH | 01101222 | PETTY CASH | 0.00 | 30.00 | |
| 0102 | 94344 | 03/16/15 2226 | PETTY CASH | 01101322 | PETTY CASH | 0.00 | 36.55 | |
| 0102 | 94344 | 03/16/15 2226 | PETTY CASH | 01101324 | PETTY CASH | 0.00 | 118.47 | |
| 0102 | 94344 | 03/16/15 2226 | PETTY CASH | 01101522 | PETTY CASH | 0.00 | 25.00 | |
| 0102 | 94344 | 03/16/15 2226 | PETTY CASH | 01505122 | PETTY CASH | 0.00 | 55.00 | |
| 0102 | 94344 | 03/16/15 2226 | PETTY CASH | 01556522 | PETTY CASH | 0.00 | 32.20 | |
| 0102 | 94344 | 03/16/15 2226 | PETTY CASH | 01605824 | PETTY CASH | 0.00 | 29.97 | |
| 0102 | 94344 | 03/16/15 2226 | PETTY CASH | 01505022 | PETTY CASH | 0.00 | 38.00 | |
| 0102 | 94344 | 03/16/15 2226 | PETTY CASH | 01101524 | PETTY CASH | 0.00 | 10.00 | |
| 0102 | 94344 | 03/16/15 2226 | PETTY CASH | 01101522 | PETTY CASH | 0.00 | 33.43 | |
| TOTAL CHECK | | | | | | | 0.00 | 426.20 |
| 0102 | 94345 | 03/16/15 16973 | SAJEEV PAUL | 36000025 | NOISE MITIGATION REIM | 0.00 | 8,750.00 | |
| 0102 | 94346 | 03/18/15 14251 | REBECCA MCCARTHY | 01605824 | CELTIC FEST ENTERTAIN | 0.00 | 250.00 | |
| 0102 | 94353 | 03/19/15 16978 | CHICAGO SCOTS PIPE BAND | 01605824 | CELTIC FEST | 0.00 | 850.00 | |
| 0102 | 94354 | 03/19/15 14256 | PATRICIA & ASSOCIATES | 40 | REPLACE CK#94172 UB | 0.00 | 6.84 | |
| 0102 | 94355 | 03/19/15 9888 | PURCHASE ADVANTAGE CARD | 01202423 | CPR SUPPLIES | 0.00 | 52.98 | |
| 0102 | 94355 | 03/19/15 9888 | PURCHASE ADVANTAGE CARD | 01101122 | BEVERAGES | 0.00 | 174.84 | |
| 0102 | 94355 | 03/19/15 9888 | PURCHASE ADVANTAGE CARD | 01202423 | ICE | 0.00 | 8.98 | |
| 0102 | 94355 | 03/19/15 9888 | PURCHASE ADVANTAGE CARD | 01202424 | AWARDS SUPPLIES | 0.00 | 47.92 | |
| 0102 | 94355 | 03/19/15 9888 | PURCHASE ADVANTAGE CARD | 01201223 | PROMOTIONS | 0.00 | 112.98 | |
| TOTAL CHECK | | | | | | | 0.00 | 397.70 |
| 0102 | 94356 | 03/20/15 14550 | CALL ONE | 01404424 | LANDLINES | 0.00 | 434.52 | |
| 0102 | 94356 | 03/20/15 14550 | CALL ONE | 01303324 | LANDLINES | 0.00 | 46.06 | |
| 0102 | 94356 | 03/20/15 14550 | CALL ONE | 01201224 | LANDLINES | 0.00 | 23.44 | |

SUNGARD PUBLIC SECTOR
 DATE: 04/02/2015
 TIME: 11:53:06

VILLAGE OF HOFFMAN ESTATES
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
 ACCTPA21

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20150313 00:00:00. 0' and '20150402 00:00:00. 0'
 ACCOUNTING PERIOD: 4/15

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | BUDGET UNIT | DESCRIPTION | SALES TAX | AMOUNT | |
|-------------|----------|----------|--------|---------------------------|-------------|-----------------------|--------|-----------|
| 0102 | 94356 | 03/20/15 | 14550 | CALL ONE | 01404424 | LANDLINES | 0.00 | 3,154.32 |
| 0102 | 94356 | 03/20/15 | 14550 | CALL ONE | 40406724 | LANDLINES | 0.00 | 1,401.17 |
| 0102 | 94356 | 03/20/15 | 14550 | CALL ONE | 40406824 | LANDLINES | 0.00 | 25.89 |
| 0102 | 94356 | 03/20/15 | 14550 | CALL ONE | 40406724 | LANDLINES | 0.00 | 27.75 |
| 0102 | 94356 | 03/20/15 | 14550 | CALL ONE | 01556524 | LANDLINES | 0.00 | 23.44 |
| TOTAL CHECK | | | | | | | 0.00 | 5,136.59 |
| 0102 | 94357 | 03/20/15 | 14715 | NOEL RICE C/O ACADEMY OF | 01605824 | ENTERTAINMENT CELTIC | 0.00 | 250.00 |
| 0102 | 94358 | 03/20/15 | 14715 | NOEL RICE | 01605824 | ENTERTAINMENT CELTIC | 0.00 | 650.00 |
| 0102 | 94359 | 03/20/15 | 16979 | TNIRC | 01605824 | CELTIC ENTERTAINMENT | 0.00 | 100.00 |
| 0102 | 94360 | 03/20/15 | 16582 | BOUNCE WIZARD | 01605824 | BOUNCY HOUSE CELTIC | 0.00 | 300.00 |
| 0102 | 94361 | 03/20/15 | 11454 | THE FUN ONES | 01605824 | GAMES FOR CELTIC FEST | 0.00 | 560.00 |
| 0102 | 94362 | 03/23/15 | 12665 | KEVIN MCGRAW | 01 | C-PAL | 0.00 | 1,868.83 |
| 0102 | 94363 | 03/23/15 | 11828 | CHAD R NEVIUS | 01 | C-PAL | 0.00 | 1,500.00 |
| 0102 | 94364 | 03/24/15 | 16980 | AIJAZ & TANVEER WALJI | 36000025 | NOISE MITIGATION REIM | 0.00 | 21,900.00 |
| 0102 | 94365 | 03/25/15 | 16981 | CORNERSTONE NATIONAL BAN | 01 | PD PENSION87708208101 | 0.00 | 65,160.00 |
| 0102 | 94366 | 03/25/15 | 11803 | GLENBARD TOWNSHIP HS | 01 | HEALTH INS LARSEN 1ST | 0.00 | 2,148.00 |
| 0102 | 94367 | 03/26/15 | 2226 | PETTY CASH | 01101122 | PETTY CASH | 0.00 | 100.00 |
| 0102 | 94367 | 03/26/15 | 2226 | PETTY CASH | 01101222 | PETTY CASH | 0.00 | 15.90 |
| 0102 | 94367 | 03/26/15 | 2226 | PETTY CASH | 01101322 | PETTY CASH | 0.00 | 9.02 |
| 0102 | 94367 | 03/26/15 | 2226 | PETTY CASH | 01101422 | PETTY CASH | 0.00 | 66.93 |
| 0102 | 94367 | 03/26/15 | 2226 | PETTY CASH | 01101522 | PETTY CASH | 0.00 | 107.98 |
| 0102 | 94367 | 03/26/15 | 2226 | PETTY CASH | 01556522 | PETTY CASH | 0.00 | 36.00 |
| 0102 | 94367 | 03/26/15 | 2226 | PETTY CASH | 01605324 | PETTY CASH | 0.00 | 18.59 |
| TOTAL CHECK | | | | | | | 0.00 | 354.42 |
| 0102 | 94368 | 03/30/15 | 16256 | EDD STATE OF CALIFORNIA | 01 | 1ST QUARTER 2015 | 0.00 | 84.78 |
| 0102 | 94368 | 03/30/15 | 16256 | EDD STATE OF CALIFORNIA | 01102521 | 1ST QUARTER 2015 | 0.00 | 175.64 |
| TOTAL CHECK | | | | | | | 0.00 | 260.42 |
| 0102 | 94398 | 03/31/15 | 17023 | KERRY & CINDY JENSEN | 36000025 | NOISE MITIGATION REIM | 0.00 | 21,900.00 |
| 0102 | 94399 | 03/31/15 | 17024 | HARALD BERREY | 36000025 | NOISE MITIGATION REIM | 0.00 | 21,900.00 |
| 0102 | 94400 | 04/01/15 | 9728 | MASTER-BREW BEVERAGES, IN | 01101223 | GG COFFEE MACHINE | 0.00 | 295.00 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01101124 | WIRELESS SERVICES | 0.00 | 651.81 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01101224 | WIRELESS SERVICES | 0.00 | 191.10 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 07000024 | WIRELESS SERVICES | 0.00 | 2,222.62 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01101324 | WIRELESS SERVICES | 0.00 | 64.97 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01101424 | WIRELESS SERVICES | 0.00 | 121.81 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01101524 | WIRELESS SERVICES | 0.00 | 60.91 |

SUNGARD PUBLIC SECTOR
 DATE: 04/02/2015
 TIME: 11:53:06

VILLAGE OF HOFFMAN ESTATES
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
 ACCTPA21

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20150313 00:00:00. 0' and '20150402 00:00:00. 0'
 ACCOUNTING PERIOD: 4/15

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | -----VENDOR----- | BUDGET UNIT | -----DESCRIPTION----- | SALES TAX | AMOUNT | |
|--------------------|----------|----------|------------------|------------------|-----------------------|-----------------------|------------|--------|
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01101624 | WIRELESS SERVICES | 0.00 | 121.81 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01102524 | WIRELESS SERVICES | 0.00 | 126.71 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01106224 | WIRELESS SERVICES | 0.00 | 60.91 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01207124 | WIRELESS SERVICES | 0.00 | 60.91 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01201224 | WIRELESS SERVICES | 0.00 | 803.19 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01301224 | WIRELESS SERVICES | 0.00 | 139.13 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01303124 | WIRELESS SERVICES | 0.00 | 182.72 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01303124 | WIRELESS SERVICES | 0.00 | 121.81 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01303224 | WIRELESS SERVICES | 0.00 | 206.07 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01303324 | WIRELESS SERVICES | 0.00 | 60.91 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01401224 | WIRELESS SERVICES | 0.00 | 189.68 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01404124 | WIRELESS SERVICES | 0.00 | 156.44 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01404224 | WIRELESS SERVICES | 0.00 | 17.32 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01404324 | WIRELESS SERVICES | 0.00 | 85.27 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01404424 | WIRELESS SERVICES | 0.00 | 232.36 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01404524 | WIRELESS SERVICES | 0.00 | 60.91 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01404824 | WIRELESS SERVICES | 0.00 | 17.32 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01501224 | WIRELESS SERVICES | 0.00 | 79.09 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01505024 | WIRELESS SERVICES | 0.00 | 60.91 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01505124 | WIRELESS SERVICES | 0.00 | 294.27 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01505224 | WIRELESS SERVICES | 0.00 | 483.57 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01505924 | WIRELESS SERVICES | 0.00 | 165.66 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 01556524 | WIRELESS SERVICES | 0.00 | 121.81 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 40406724 | WIRELESS SERVICES | 0.00 | 748.93 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 47008524 | WIRELESS SERVICES | 0.00 | 82.28 |
| 0102 | 94401 | 04/01/15 | 4496 | VERIZON WIRELESS | 47001224 | WIRELESS SERVICES | 0.00 | 650.93 |
| TOTAL CHECK | | | | | | 0.00 | 8,644.14 | |
| 0102 | 94402 | 04/01/15 | 12346 | SPRINT | 40406724 | 847-275-7795 PW DATA2 | 0.00 | 39.99 |
| 0102 | 094341 | 03/13/15 | 2648 | JAMES NORRIS | 01101222 | NWMC LEG DAYS-SPRNGFL | 0.00 | 289.30 |
| TOTAL CASH ACCOUNT | | | | | | 0.00 | 175,423.44 | |
| TOTAL FUND | | | | | | 0.00 | 175,423.44 | |

SUNGARD PUBLIC SECTOR
DATE: 04/02/2015
TIME: 11:53:06

VILLAGE OF HOFFMAN ESTATES
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4
ACCTPA21

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20150313 00:00:00. 0' and '20150402 00:00:00. 0'
ACCOUNTING PERIOD: 4/15

FUND - 51 - FIREFIGHTERS PENSION FUND

| CASH ACCT | CHECK NO | ISSUE DT | -----VENDOR----- | BUDGET UNIT | -----DESCRIPTION----- | SALES TAX | AMOUNT |
|--------------------|----------|----------|----------------------|-------------|-----------------------|-----------|------------|
| 0102 | 20122 | 03/16/15 | 16972 DR. THOMAS CHA | 51000024 | PENSIONER EXAM | 0.00 | 2,500.00 |
| TOTAL CASH ACCOUNT | | | | | | 0.00 | 2,500.00 |
| TOTAL FUND | | | | | | 0.00 | 2,500.00 |
| TOTAL REPORT | | | | | | 0.00 | 177,923.44 |

**CONSENT AGENDA/
OMNIBUS VOTE**

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE GRANTING VARIATIONS TO
PREMISES AT 760 ORANGE LANE, HOFFMAN ESTATES, ILLINOIS**

WHEREAS, the Planning and Zoning Commission, at a public hearing duly called and held according to law on March 4, 2015, considered the request by Mr. & Mrs. P. Chmielewski, the owners of record of the property commonly known as 760 Orange Lane, Hoffman Estates, IL, and shown on Exhibit "A" attached hereto and made a part hereof, to consider the request for variations from Section 9-5-3-D-4, Section 9-5-3-D-5 and Section 9-5-3-D-6 of the Zoning Code to permit the expansion of a house on the property located at 760 Orange Lane; and

WHEREAS, the Planning and Zoning Commission made a certain Finding of Fact attached hereto and made a part hereof as Exhibit "B" and recommended approval of the variation to the Board of Trustees; and

WHEREAS, the Corporate Authorities have received and considered said recommendation; and

WHEREAS, it appears that there are particular hardships or practical difficulties in the way of carrying out the strict letter of the Zoning Code to the property in question and that the proposed variation has met the standards of Section 9-1-15-C of the Zoning Code 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: The Corporate Authorities hereby find that the facts and statements contained in the preamble of this Ordinance are true.

Section 2: A variation from Section 9-5-3-D-4 of the Zoning Code of the Hoffman Estates Municipal Code is hereby granted to permit a 10 foot front yard setback variation to allow a house to be set back 20 feet instead of the minimum required 30 foot front yard setback on the property commonly known as 760 Orange Lane.

Section 3: A variation from Section 9-5-3-D-5 of the Zoning Code of the Hoffman Estates Municipal Code is hereby granted to permit a 2 foot side yard setback variation to allow a house to be set back 8 feet instead of the minimum required 10 foot side yard setback on the property commonly known as 760 Orange Lane.

Section 4: A variation from Section 9-5-3-D-6 of the Zoning Code of the Hoffman Estates Municipal Code is hereby granted to permit a 10 foot rear yard setback variation to allow a house to be set back 10 feet instead of the minimum required 20 foot rear yard setback on the property commonly known as 760 Orange Lane.

Section 5: The variations are granted upon the condition that the house shall be constructed per the size and location included in the petitioner's application materials submitted with this request.

Section 6: The Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 7: 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

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2015.



VILLAGE OF HOFFMAN ESTATES
PLANNING AND ZONING COMMISSION
FINDING OF FACT

PROJECT NO.: 2015006R

VILLAGE BOARD MEETING DATE: MARCH 16, 2015

PETITIONER(S): MR. & MRS. P. CHMIELEWSKI

PROJECT ADDRESS: 760 ORANGE LANE

ZONING DISTRICT: R-3, ONE FAMILY RESIDENTIAL

Does the Planning and Zoning Commission find that this request meets the Standards for a Variation (Section 9-1-15 of the Zoning Code)? YES NO

Recommendation: APPROVAL

Roll Call Vote: 8 Ayes 3 Absent

PZC MEETING DATE: MARCH 4, 2015

STAFF ASSIGNED: JOSH EDWARDS

Request by Mr. and Mrs. P. Chmielewski (owner) for the following setback variations from the Zoning Code for a single family home located at 760 Orange Lane:

- a) A 10 foot front yard setback variation from Section 9-5-3-D-4 to allow a 20 foot setback instead of the minimum 30 feet;
- b) A 2 foot side yard setback variation from Section 9-5-3-D-5 to allow an 8 foot setback instead of the minimum 10 feet;
- c) A 10 foot rear yard setback variation from Section 9-5-3-D-6 to allow a 10 foot setback instead of the minimum 20 feet.

The following condition shall apply:

- 1. The house shall be constructed per the size and location included in the petitioner's application materials submitted with this request.

AUDIENCE COMMENTS

None.

FINDING

Section 9-1-15 of the Zoning Code (Standards for Variation) states that no variation shall be recommended by the Planning and Zoning Commission unless it finds that the Standards for Variation set forth in the Zoning Code are met.

The petitioner's architect representative, Edward Reitan, presented the proposal to expand an existing house and connect it to an existing detached garage. The existing house includes existing encroachments into the front, side, and rear yard setbacks. The house was built prior to current Zoning Code requirements. The proposed addition includes a small corner that encroaches 7 inches into the front yard setback, which is less than the existing 10 foot encroachment. If approved, the variations for the existing setback encroachments

Planning and Zoning Commission Finding of Fact
Variation – 760 Orange Lane – House Setbacks
Village Board Meeting Date: March 16, 2015

would remain in effect even if the proposed house addition were to not proceed. The Commission generally had no concerns about the proposal.

The Commission voted to recommend approval of the proposed setback variations.

PLANNING AND ZONING COMMISSIONERS

| | |
|-------------------------------|----------------|
| Chairperson Eva Combs | Diane Lawrence |
| Vice-Chairman Steve Caramelli | Greg Ring |
| Sharron Boxenbaum | Nancy Trieb |
| Lenard Henderson | Steve Wehofer |
| Myrene Iozzo | Denise Wilson |
| Thomas Krettler | |

ROLL CALL VOTE

8 Ayes
3 Absent (Boxenbaum, Henderson, Lawrence)

MOTION PASSED

The following attachments are hereby incorporated as part of this Finding of Fact:

- Staff Report
- Petitioner Application & Submittals
- Legal Notice
- Location Map
- Aerial Map

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE RESERVING VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES AND RELATED ISSUES

WHEREAS, the Village of Hoffman Estates, Cook and Kane Counties, Illinois (the "Municipality"), is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that the Municipality has volume cap equal to \$100 per resident of the Municipality in each calendar year, which volume cap may be reserved and allocated to certain tax-exempt private activity bonds; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 ILCS 1998, 345/1 et. seq., as supplemented and amended (the "Act") provides that a home rule unit of government may transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois or any agency thereof or any non-home rule unit of government; and

WHEREAS, it is now deemed necessary and desirable by the Municipality to reserve all of its volume cap allocation for calendar year 2015 to be applied toward the issuance of private activity bonds (the "Bonds"), as provided in this Ordinance, or to be transferred, as permitted by this Ordinance.

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, pursuant to Section 146 of the Code and the Act, the entire volume cap of the Municipality for calendar year 2015 is hereby reserved by the Municipality, which shall issue the Bonds using such volume cap, or shall use or transfer such volume cap, without any further action required on the part of the Municipality, and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of the Bonds or such other bonds; provided, that any such transfer shall be evidenced by a written instrument executed by the mayor or any other proper officer or employee of the Municipality.

Section 2: That the Municipality shall maintain a written record of this Ordinance in its records during the term that the Bonds or any other such bonds to which such volume cap is allocated remain outstanding.

Section 3: That the President, Village Clerk and all other proper officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Ordinance.

Section 4: That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not effect the remainder of the sections, phrases and provisions of this Ordinance.

Section 5: That the Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 6: That 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

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2015.

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF
TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015A,
OF THE VILLAGE OF HOFFMAN ESTATES,
COOK AND KANE COUNTIES, ILLINOIS, FOR THE PURPOSE OF
REFUNDING CERTAIN OUTSTANDING BONDS, AUTHORIZING THE
EXECUTION OF A BOND ORDER AND AN ESCROW AGREEMENT
IN CONNECTION THEREWITH, AND PROVIDING FOR THE
LEVY AND COLLECTION OF A DIRECT ANNUAL TAX FOR THE
PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS**

WHEREAS, the Village of Hoffman Estates, Cook and Kane Counties, Illinois (the "Village") has a population in excess of 25,000 as determined by the last official census, and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois (the "Constitution"), the Village is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the powers to tax and incur debt; and

WHEREAS, pursuant to the provisions of Sections 6(d) and 6(k) of Article VII of the Constitution, a home rule unit may incur debt payable from ad valorem property tax receipts maturing not more than 40 years from the time it is incurred and without referendum approval thereof; and

WHEREAS, the Village has previously issued its General Obligation Bonds, Taxable Series 2005A (the "Prior Bonds"), which Prior Bonds are binding and subsisting legal obligations of the Village and that portion of the Prior Bonds maturing on and after December 1, 2016 (collectively, the "Refunded Bonds") are, by their terms, subject to redemption on any date on or after December 1, 2015, as provided in the ordinance of the Village authorizing the issuance of the Prior Bonds (the "2005A Ordinance"); and

WHEREAS, the President and the Board of Trustees of the Village (collectively, the "Corporate Authorities") have determined that it is advisable, necessary and in the best interests of the Village to issue its general obligation refunding bonds in the total amount not to exceed \$50,000,000 (the "Bonds") to pay the cost of: (i) the advance refunding of the Refunded Bonds, and (ii) the issuance of the Bonds; and

WHEREAS, the Corporate Authorities have received reports which indicate that a refunding of the Refunded Bonds will effect a benefit to the Village by achieving an overall debt service savings; and

WHEREAS, this Ordinance, adopted pursuant to Section 6 of Article VII of the Constitution and the Municipal Code of Hoffman Estates, provides authority for the Village acting by the President and the Corporate Authorities to issue the Bonds; and

WHEREAS, the Bonds shall be payable from a direct annual ad valorem tax levied against all taxable property in the Village, without limitation as to rate or amount (collectively, the "Pledged Taxes"); and

WHEREAS, the County Clerk of Cook County, Illinois and the County Clerk of Kane County, Illinois are herein authorized to extend and collect said tax so levied for the payment of the Bonds without limitation as to rate or amount;

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: Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and do incorporate them into this Ordinance by this reference.

Section 2: Determination to Issue Bonds. It is necessary and in the best interests of the Village to advance refund the Refunded Bonds and to pay all related costs and expenses incidental thereto, and to issue the Bonds for such purposes. It is hereby found and determined that the issuance of the Bonds is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Constitution and the Local Government Debt Reform Act, 30 ILCS 3501, et seq.; and these findings and determinations shall be deemed conclusive. The Village hereby determines to advance refund the Refunded Bonds as shall be specified in the Bond Order. The Village hereby elects to redeem the Refunded Bonds on December 1, 2015 at the redemption price of par and accrued interest.

Section 3: Bond Details. For the purpose of paying the costs of advance refunding the Refunded Bonds and the costs of issuance of the Bonds, there shall be issued and sold the Bonds in the aggregate principal amount of not to exceed \$50,000,000. The Bonds shall be designated "Taxable General Obligation Refunding Bonds, Series 2015A" or such other designation and series identification as may be appropriate and as shall be provided in the Bond Order executed by any two of the President, the Village Manager and the Village Treasurer (the "Bond Order"); shall be dated the date of delivery (the "Dated Date"); and shall also bear the date of authentication thereof. The Bonds shall be in fully registered book-entry form, shall be in denominations of \$5,000 or integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), shall be numbered consecutively in such fashion as shall be determined by the Registrar (as hereinafter defined), and shall become due and payable (subject to right of prior redemption as hereinafter stated) on December 1 of the years and in the amounts and bearing interest at the rates percent per annum as shall be provided in the Bond Order provided, however, that no Bond (i) shall bear interest at a rate percent per annum which is in excess of five and one-half percent (5.50%), or (ii) have a final maturity which is later than December 1, 2033.

Each Bond shall bear interest from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on such June 1 or December 1 as shall be provided in the Bond Order. Interest on each Bond shall be paid by check or draft of the Paying Agent (as hereinafter defined), payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date, and mailed to the registered owner of the Bond

as shown in the register kept by the Registrar or at such other address furnished in writing by such registered owner, or as otherwise may be agreed with the Depository. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal office maintained for the purpose by the Paying Agent.

Section 4: Registrar and Paying Agent. Amalgamated Bank of Chicago is hereby appointed to serve as Registrar and Paying Agent for the Bonds (the "Registrar" or "Paying Agent"). The Registrar is hereby charged with the responsibility of authenticating the Bonds.

The Bonds shall be payable at the principal office of the Paying Agent. If the payment date occurs on a date when financial institutions are not open for business, the payment shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received by the registered owner by 2:30 p.m. (New York City time). All payments on the Bonds shall be made in any coin or currency of the United States of America, which on the date of such payment shall be legal tender for the payment of public and private debts.

Each Bond shall be transferable or exchangeable only upon the books of the Village kept for that purpose at the principal office of the Registrar by the registered owner in person, or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner, or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in an authorized aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The Registrar shall not be required to transfer or exchange any Bond during the fifteen (15) days prior to a principal payment date and ending on such principal payment date. The costs of such transfer or exchange shall be borne by the Village except for any tax or governmental charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange. The Village, Registrar and Paying Agent for the Bonds may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent upon giving 30 days' notice in writing to the Village and by first class mail to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such 30-day period or upon the earlier appointment of a successor registrar and paying agent by the Village. Any such notice to the Village may be served personally or sent by registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the Village, in which event the Village may appoint a successor registrar and paying agent. The Village shall notify each registered owner of the Bonds then outstanding by first class mail of the removal of the Registrar and Paying Agent. Notices to the registered owners of the Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar.

Upon the appointment of any successor registrar and paying agent by the Village, the Village President or the Village Clerk are authorized and directed to enter into such agreements and understandings with such successor registrar and paying agent as will enable the institution to perform the services required of a registrar and paying agent for the Bonds. The Village President and Village Clerk are further authorized to pay such fees as the successor registrar and paying agent may charge for the services it provides as registrar and paying agent.

Any predecessor registrar and paying agent shall deliver all of the Bonds and any cash or investments in its possession with respect thereto, together with the registration books, to the successor registrar and paying agent.

The Registrar shall cause said Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the Village indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to bondholders by the Village or the Registrar with respect to any consent or other action to be taken by bondholders, the Village or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the bondholders notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

The Village has determined that it may be beneficial to the Village to have the Bonds held by a central depository system pursuant to an agreement between the Village and The Depository Trust Company, New York, New York ("Depository Trust Company") and have transfers of the Bonds effected by book-entry on the books of the central depository system. The Bonds may be initially issued in the form of a separate single authenticated fully registered Bond for the aggregate principal amount of each separate maturity of the Bonds. In such case, upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of Cede & Co., as nominee of the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Registrar in the name of Cede & Co., as nominee of the Depository Trust Company, the Village and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner")) of the Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, Cede & Co., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

So long as the Bonds are registered in the name of CEDE & CO., as nominee of the Depository Trust Company, no person other than the Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the Village to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to this Ordinance. The Village and the

Registrar and Paying Agent may treat as and deem the Depository Trust Company or Cede & Co. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the Village's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the Village of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to consents, the words "Cede & Co." in this Ordinance shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the Village to the Depository Trust Company.

Upon receipt by the Village of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the Village kept by the Registrar in the name of Cede & Co., as nominee of the Depository Trust Company, but may be registered in whatever name or names the bondholders transferring or exchanging the Bonds shall designate, in accordance with the provisions of this Ordinance.

If the Village determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered Bonds, the Village may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the Village and the Registrar to do so, the Registrar and the Village will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause said Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the Village indemnification for all costs and expenses associated with such printing.

Section 5: Execution and Negotiability. The Bonds shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The Bonds shall have all of the qualities and incidents of negotiable instruments under the laws of the State of Illinois, subject to the provisions for registration herein.

Section 6: Redemption. (a) Optional Redemption. If so provided in the Bond Order, the Bonds shall be subject to redemption, in whole or in part, prior to maturity at the option of the Village, from any available moneys, in any order of their maturity as determined by the Village (less than all of the Bonds of a single maturity to be selected by the Registrar and within any maturity by lot), on the date of redemption provided in the Bond Order, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

(b) Mandatory Redemption. The Bonds maturing on the date or dates, if any, indicated in the Bond Order may be subject to mandatory redemption as set forth in the Bond Order.

(c) General. For any such redemptions, the Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The Village shall, at least forty-five (45) days prior to a redemption date (unless a shorter time period shall be satisfactory to the Registrar) notify the Registrar of the designated Bonds, such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single series or maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than sixty (60) days prior to the redemption date by the Registrar for the Bonds of such series or maturity or maturities, by such method of lottery as the Registrar shall deem fair and appropriate; provided that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 portion of principal amount of a Bond shall be as likely to be called for redemption as any other such \$5,000 portion.

The Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 7: Redemption Procedure. For any such redemptions, unless waived by the registered owner of Bonds to be redeemed, official notice of the call for any such redemption shall be given by the Registrar on behalf of the Village by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address as it appears on the registration books kept by the Registrar or at such other address as is furnished in writing by such registered owner to the Registrar.

All official notices of redemption shall state:

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

Prior to any redemption date, the Village shall deposit with the Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on such redemption date.

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

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice, nor any defect in any notice so

mailed to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners to whom proper notice shall have been given. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond(s) of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal amount.

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

In addition to the foregoing notice, further notice shall be given by the Registrar on behalf and at the expense of the Village as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Bonds being redeemed; (b) the date of issue of the Bonds as originally issued; (c) the rate of interest borne by each Bond being redeemed; (d) the maturity date of each Bond being redeemed; and (e) any other descriptive information needed to identify accurately the Bonds being redeemed.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

The Village agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however*, that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the Village (unless a separate agreement shall be made), (3) not be a condition precedent of a valid redemption or a part of the Bond

contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the Village with respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

As part of its duties hereunder, the Registrar shall prepare and forward to the Village a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

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

Section 9: Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; provided, however, that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BOND - FRONT SIDE]

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF COOK AND WILL
VILLAGE OF HOFFMAN ESTATES
TAXABLE GENERAL OBLIGATION REFUNDING BOND, SERIES 2015A

See Reverse Side for
Additional Provisions.

Interest Rate: _____% Maturity Date: December 1, 20__ Dated Date: _____, 2015 CUSIP: _____

Registered Owner: CEDE & Co.

Principal Amount: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Hoffman Estates, Cook and Kane Counties, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above (subject to right of prior redemption as hereinafter provided), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing _____ 1, 201_, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the office maintained for the purpose by Amalgamated Bank of Chicago, in Chicago, Illinois, as paying agent and bond registrar (the "Bond Registrar"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar, at the close of business on the applicable Record Date (the "Record Date"). The Record Date shall be the 15th day of the month next preceding any regularly scheduled Interest Payment Date occurring on the first day of a month and 15 days preceding any Interest Payment Date occasioned by a redemption of Bond on other than a regularly scheduled Interest Payment Date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the Village and the Bond Registrar for so long as this Bond is held by The Depository Trust Company, New York, New York, the Depository, or nominee, in book-entry only form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

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

IN WITNESS WHEREOF, the Village of Hoffman Estates, Cook and Kane Counties, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

President, Village of Hoffman
Estates, Cook and Kane Counties, Illinois

ATTEST:

Village Clerk, Village of Hoffman Estates,
Cook and Kane Counties, Illinois

[SEAL]

Date of Authentication: _____, ____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the Taxable General Obligation Refunding Bonds, Series 2015A, having a Dated Date of [_____] 2015, of the Village of Hoffman Estates, Cook and Kane Counties, Illinois.

as Bond Registrar

Bond Registrar and Paying Agent:

_____, Chicago, Illinois

[FORM OF BOND - REVERSE SIDE]

This bond is one of a Series of bonds (the "Bonds") in the aggregate principal amount of \$____,000 issued by the Village for the purpose of paying costs of advance refunding certain outstanding bonds of the Village, and of paying expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds (as supplemented by a Bond Order, the "Ordinance"), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as amended, and as supplemented by the Local Government Debt Reform Act, as amended, and as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970, and with the Ordinance, which has been duly passed by the President and Board of Trustees of the Village, approved by the President, and published, in all respects as by law required.

This Bond is subject to provisions relating to registration, transfer and exchange; and such other terms and provisions relating to security and payment as are set forth in the Ordinance, to which reference is hereby expressly made, and to all the terms of which the Registered Owner hereof is hereby notified and shall be subject.

The Bonds coming due on and after December 1, 20__, are subject to redemption prior to maturity at the option of the Village on _____ 1, 20__, and any date thereafter, from any lawfully available monies, in whole or in part, and if in part, in such principal amounts and from such maturities as the Village shall determine, and within any maturity by lot, at a redemption price of [par] plus accrued interest, upon the terms and conditions and as otherwise provided in the Bond Ordinance.

The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

UNDER VARIOUS SUBSECTIONS OF SECTION 141 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, INTEREST ON THIS BOND IS NOT EXCLUDABLE FROM GROSS INCOME OF THE OWNERS HEREOF FOR FEDERAL INCOME TAX PURPOSES. BONDHOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE INCLUSION OF INTEREST ON THIS BOND IN GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES.

ASSIGNMENT

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

Here insert Social Security Number
Employer Identification Number
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

_____ as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

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

[END OF BOND FORM]

Section 10: Tax Levy; Abatement. For the purpose of providing funds required to pay the principal of and interest on the Bonds, there be and there is hereby levied upon all the taxable property within the Village, in addition to all other taxes, in the years for which any of the Bonds are outstanding, direct annual taxes not to exceed \$3,899,262 per year, each year the Bonds are outstanding. Said taxes will be set forth and levied in the Bond Order.

The Village covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy. The Village and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited into the Bond Fund.

The funds derived from the tax levy be and the same are hereby appropriated and set aside for the sole and only purpose of paying the principal and interest of said Bonds, if applicable, when and as the same become due, and are hereby pledged to the purchasers and registered owners of the Bonds for the payment of the principal and interest of said Bonds, if applicable, when and as the same become due. The funds from the sale of said Bonds be and they are hereby appropriated and set aside for the advance refunding of the Refunded Bonds and payment of costs of issuance.

In the event that funds from any lawful source may be made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes, the Corporate Authorities shall, by proper proceedings, direct the deposit of such other funds into the Bond Fund, and further shall direct the abatement of the taxes by the amount so deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk of The County of Cook, Illinois, and the County Clerk of The County of Kane, Illinois (collectively, the "County Clerks") in a timely manner to effect such abatement.

Section 11: Filing with County Clerks. Promptly, as soon as this Ordinance becomes effective, a copy of this Ordinance, certified by the Village Clerk of the Village, shall be filed with the County Clerks. Forthwith upon the Bond Order becoming effective, the Village Clerk is hereby directed to file a certified copy of the Bond Order with the County Clerks. It shall be the duty of the County Clerks to annually, in and for each of the levy years as provided in the Bond Order, ascertain the rate necessary to produce the tax herein and therein levied, and to extend the same for collection on the tax books against all of the taxable property within the Village in connection with other taxes levied in each of said years for general corporate purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the Village, and when collected, the taxes hereby levied shall be placed to the credit of the Bond Fund created pursuant to Section 15 of this Ordinance.

Section 12: Sale of Bonds; Bond Order and Documents. The Village Treasurer is hereby authorized and directed to have the Bonds prepared, and the Village President and the Village Clerk are hereby authorized and directed to execute and attest the Bonds in the form and manner provided herein. The Village Treasurer is hereby authorized and directed to deliver the Bonds to William Blair & Company, L.L.C., as representative of the underwriters thereof (collectively, the "Underwriter"), upon receipt of the purchase price of the Bonds as set forth in the Bond Order, the same being the principal amount of the Bonds, minus applicable underwriter discount and any original issue discount, plus initial offering premium, plus accrued interest, if any, pursuant to the terms of a bond purchase agreement with the Underwriter; *provided, however,* that the Village Treasurer shall not sell the Bonds to the Underwriter at a purchase price of less than 97% of par. The Village President is authorized to execute a bond purchase agreement with the Underwriter with terms consistent with this Ordinance and the Bond Order. The bond purchase agreement shall be substantially in the form of purchase agreements commonly used in transactions similar to that described in this Ordinance, with such changes as necessary to reflect the terms and provisions of the Bonds, this Ordinance and such other changes as the Village President or Village Treasurer shall determine are necessary or desirable in connection with the sale of the Bonds, including whether to purchase bond insurance and the related terms.

It is hereby found and determined that no person holding any office of the Village either by election or appointment, is in any manner interested, either directly or indirectly, in his or her own name or in the name of any other person, association, trust, company or corporation, in said purchase of the Bonds.

As an additional limitation on the sale of the Bonds, the Village must be provided with a certificate delivered at the closing of the Bonds that the advance refunding of the Refunded Bonds will provide to the Village present value debt service savings equal to three percent (3%) or more of the principal amount of the Refunded Bonds. For this purpose, present value debt service savings shall be determined by using the yield on the Bonds as the discount rate.

Amalgamated Bank of Chicago (the "Escrow Agent"), having a corporate trust office in Chicago, Illinois, is hereby authorized and appointed to serve as escrow agent for the Refunded Bonds in accordance with the terms of an escrow agreement to be entered into between the Village and the Escrow Agent (the "Escrow Agreement"). The Village President is authorized to execute the Escrow Agreement, which shall be substantially in the form of escrow agreements commonly used in transactions similar to that described in this Ordinance, with such changes as necessary to reflect the terms and provisions of the Bond Order, this Ordinance and such other changes as the Village President or Village Treasurer shall determine are necessary or desirable in connection with the advance refunding of the Refunded Bonds.

The Bonds when fully paid for and delivered to the Underwriter, shall be the binding general obligations of the Village. The proper officers of the Village are hereby directed to (i) sell the Bonds to the Underwriter, (ii) approve or execute, or both, such other documents, as provided in the Bond Order, as may be necessary for the issuance of the Bonds, including, without limitation, various closing documents, and (iii) do whatever acts and things which may be necessary to carry out the provisions of this Ordinance.

The execution, by either the Village President or the Underwriter, of a subscription for either (i) United States Treasury Obligations -- State and Local Government Series, or (ii) open market United States Treasury Obligations, for investment of proceeds of the Bonds which may be held under the Escrow Agreement in a manner consistent with this Ordinance and the Bond Order, is hereby approved.

Distribution of the Preliminary Official Statement on the Bonds (the "Preliminary Official Statement") and of a final Official Statement prepared by the Underwriter, on behalf of the Village, is hereby approved, and the President is hereby authorized and directed to execute the Official Statement on behalf of the Village in a form consistent with this Ordinance. The President is hereby authorized to "deem final" the Preliminary Official Statement for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

The President is hereby given the full authority to execute and deliver the Bond Order for and on behalf of the Village as herein provided. The Village Clerk is directed to make available to the Board of Trustees a copy of the executed Bond Order at the first regularly scheduled meeting of the Board of Trustees following the execution of the same, but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Order. The Bond Order shall be made a part of the transcript of the proceedings related to the issuance of the Bonds.

Nothing in this Section shall require the Village President and Village Treasurer to sell the Bonds if in their judgment the conditions in the bond markets shall have markedly deteriorated from the time of adoption hereof, but the Village President and Village Treasurer shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Ordinance and the conditions set forth herein and in the Bond Order shall have been met.

Section 13: Continuing Disclosure Undertaking. The Village President and the Village Clerk are hereby authorized to execute and deliver the Continuing Disclosure Undertaking, in customary form as approved by Bond Counsel and approved by the Village Attorney, to effect

compliance with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. When such Continuing Disclosure Undertaking is executed and delivered on behalf of the Village, it will be binding on the Village and the officers, agents, and employees of the Village, and the same are hereby authorized and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed and delivered. Notwithstanding any other provisions hereof, the sole remedies for failure to comply with such Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause to the Village to comply with its obligations thereunder, and the failure of the Village to comply with the Continuing Disclosure Undertaking shall not be considered an event of default under the Bonds or this Ordinance.

Section 14: Refunding of the Refunded Bonds and Costs of Issuance. Concurrently with the delivery of the Bonds, the Village shall deposit a portion of the proceeds of the Bonds to be used, together with certain cash on hand, if any, as set forth in the Escrow Agreement, to refund and legally defease the Refunded Bonds, all as set forth in the Escrow Agreement. In order to refund the Refunded Bonds, the Village Treasurer shall deposit certain cash with the Escrow Agent under the Escrow Agreement in an amount sufficient to provide moneys for the payment of redemption, interest and redemption premium, if any, on the Refunded Bonds, which are to be called for redemption on December 1, 2015. The principal of and interest on that portion of the Prior Bonds maturing on December 1, 2015 shall be paid from the sources described in the 2005A Ordinance, including, without limitation, taxes levied thereunder in 2014 and payable in 2015.

Costs of issuance of the Bonds not otherwise paid shall be paid from the remaining Bond proceeds by the Village which have been deposited into the Expense Fund (as hereinafter defined). When all the costs of issuance of the Bonds have been paid, the Village shall then transfer any amount then remaining from the proceeds of the Bonds to the Bond Fund as herein provided.

The Village shall obtain a verification of an accountant as to the sufficiency of the funds deposited in the Escrow Fund under the Escrow Agreement to accomplish the refunding and defeasance of the Refunded Bonds.

In accordance with the redemption provisions of the 2005A Ordinance, the Village does hereby make provision for the payment of and does call (subject only to the delivery of the Bonds) for redemption and payment the Refunded Bonds which are to be called for redemption prior to maturity as set forth in the Escrow Agreement.

Section 15: Creation of Funds.

A. Bond Fund. There is hereby created the "Taxable General Obligation Refunding Bonds 2015A Bond Fund" (the "Bond Fund"), which shall be the fund for the payment of principal of and interest on the Bonds at maturity or on redemption. Accrued interest, if any, received upon delivery of the Bonds shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds. Any collection of taxes to be levied shall be deposited into the Bond Fund and used solely and only for paying the principal of and interest on the

Bonds when due (including any redemption). The taxes shall be set aside as collected and be deposited in the Bond Fund, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by this Ordinance. The Bonds are secured by a pledge of all moneys on deposit in the Bond Fund, and such pledge is irrevocable until the Bonds have been paid in full or until the obligations of the Village are discharged under this Ordinance.

B. Escrow Fund. There is hereby established a special fund of the Village known as the "Escrow Fund" to be held by the Escrow Agent pursuant to the Escrow Agreement. There shall be deposited into the Escrow Fund proceeds of the Bonds which, together with cash on hand, are sufficient to refund the Refunded Bonds and all accrued interest thereon. The Escrow Fund shall be maintained separate and apart from all other accounts of the Village and shall be used to pay the costs of refunding the Refunded Bonds. Upon the refunding of the Refunded Bonds, the Village President, Village Clerk and Village Treasurer be and the same are hereby directed to prepare and file with the respective County Clerks, a Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds showing the Refunded Bonds and directing the abatement of the taxes heretofore levied to pay the Refunded Bonds.

C. Expense Fund. The amount necessary from the proceeds of the Bonds shall be disbursed directly upon the issuance of the Bonds or shall be deposited into a separate fund, hereby created, designated the "Expense Fund" (the "Expense Fund") to be used to pay expenses of issuance of the Bonds. Disbursements from such fund shall be made from time to time by the Village Treasurer as needed to pay costs of issuance of the Bonds or shall be made upon the delivery of the Bonds by the Underwriter at the direction of the Treasurer. Any excess in the Expense Fund shall be transferred after six (6) months to the Bond Fund.

Section 16: Rights and Duties of Registrar and Paying Agent. If requested by the Registrar or the Paying Agent, or both, any officer of the Village is authorized to execute standard forms of agreements between the Village and the Registrar or Paying Agent with respect to the obligations and duties of the Registrar or Paying Agent hereunder. In addition to the terms of such agreements and subject to modification thereby, the Registrar and Paying Agent by acceptance of duties hereunder agree:

- (a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein;
- (b) as to the Registrar, to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the extent permitted by law;
- (c) as to the Registrar, to give notice of redemption of any Bonds;
- (d) as to the Registrar, to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (e) as to the Bond Registrar, to furnish the Village at least annually a certificate with respect to Bonds canceled and/or destroyed; and
- (f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The Village Clerk is hereby directed to file a certified copy of this Ordinance with the Registrar and the Paying Agent.

Section 17: Defeasance. If, when the Bonds or a portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or a portion thereof for redemption shall have been given, and the whole amount of the principal of and interest due and the premium, if any, so due and payable upon all of the Bonds or a portion thereof then outstanding shall be paid; or (i) sufficient moneys or (ii) direct obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury), the principal of and the interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds or any designated portion thereof issued hereunder shall no longer be deemed outstanding or entitled to any pledge of the taxes pledged hereunder.

Section 18: Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

Section 19: Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval; provided, however, that this Ordinance shall not be construed as adversely affecting the rights of the owners of the Prior Bonds.

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

Published in pamphlet form this _____ day of _____, 2015.

STATE OF ILLINOIS)
COUNTIES OF COOK) SS.
AND KANE)

I, Bev Romanoff, certify that I am the duly qualified Village Clerk of the Village of Hoffman Estates, Cook and Kane Counties, Illinois.

I further certify that on April 6, 2015, the corporate authorities of such municipality passed and approved Ordinance No. _____ - 2015, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. _____ - 2015, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on April 6, 2015. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Clerk.

DATED at Hoffman Estates, Illinois, this 6th day of April, 2015.

Bev Romanoff
VILLAGE CLERK

(VILLAGE SEAL)

AGENDA
GENERAL ADMINISTRATION & PERSONNEL COMMITTEE
VILLAGE OF HOFFMAN ESTATES
April 13, 2015

DRAFT

7:00 p.m. – Board Room

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

I. Roll Call

II. Approval of Minutes – March 16, 2015

NEW BUSINESS

1. Discussion regarding Legislative Update.
2. Request acceptance of Cable TV Monthly Report.
3. Request acceptance of Human Resources Management Monthly Report.

III. President’s Report

IV. Other

V. Items in Review

VI. Adjournment

AGENDA
TRANSPORTATION AND ROAD IMPROVEMENT COMMITTEE
Village of Hoffman Estates
April 13, 2015

DRAFT

Immediately Following General Administration and Personnel

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

- I. Roll Call**
- II. Approval of Minutes – March 16, 2015**

NEW BUSINESS

- 1. Request authorization to waive formal bidding and award contract for the 2015 Crack Sealing Project to Denler, Inc., Mokena, Illinois, through the Municipal Partnering Initiative, in an amount not to exceed \$75,000.
- 2. Request approval of a Joint Agreement with the State of Illinois for the Algonquin Road and Barrington Road Project (Opticom).
- 3. Request acceptance of Transportation Division Monthly Report.

- III. President's Report**
- IV. Other**
- V. Items in Review**
- VI. Adjournment**

**AGENDA
PLANNING, BUILDING AND ZONING COMMITTEE
Village of Hoffman Estates
April 13, 2015**

Immediately Following the Transportation & Road Improvement Committee

| | | |
|-----------------|---|-------------------------------|
| 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 - March 16, 2015
April 6, 2015 (*Special Meeting*)

NEW BUSINESS

1. Request by Baum Revision, LLC (developer) for:
 - a) a courtesy review for a Duluth Trading Company store at the northeast corner of Hoffman Boulevard and Pratum Avenue in Prairie Stone, and
 - b) an incentive agreement with Baum Revision, LLC.
2. Discussion regarding the Cook County Class 7c CURE Property Tax Classification.
3. Request acceptance of Department of Development Services monthly report for Planning Division.
4. Request acceptance of Department of Development Services monthly report for Code Enforcement Division.
5. 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



VILLAGE OF HOFFMAN ESTATES
PLANNING AND ZONING COMMISSION
FINDING OF FACT

PROJECT NO.: 2015010P

VILLAGE BOARD MEETING DATE: APRIL 6, 2015

PETITIONER(S): LUCY SHI d/b/a ROYAL FOOT SPA

PROJECT ADDRESS: 14 GOLF CENTER

ZONING DISTRICT: B-2 COMMUNITY BUSINESS DISTRICT

REQUEST: SPECIAL USE FOR ROYAL FOOT SPA

Does the Planning and Zoning Commission find that this request meets the Standards for a Special Use (Section 9-1-18)?



YES



NO

Recommendation: **APPROVAL**

Vote: 10 Ayes 1 Absent

PZC MEETING DATE: MARCH 18, 2015

STAFF ASSIGNED: JOSH EDWARDS

Request by Lucy Shi d/b/a Royal Foot Spa (tenant) for a Special Use under Section 9-8-2-C-9 to permit a foot massage business on the property located at 14 Golf Center in the Golf Center Shopping Center. The following condition shall apply:

1. **The Special Use shall include only the services included in the petitioner's application for this request**

AUDIENCE COMMENTS

None.

FINDING

The Commission heard from the petitioners proposing a foot massage business that would include rooms with foot massage chairs as well as two sauna rooms (separate men's and women's). The petitioners responded to questions regarding the operation of the business including details such as sanitation, customer privacy, and licensing. The customers would soak their feet in water in plastic bags prior to the foot massage; the bags would not be re-used. The petitioners confirmed that they would post signs on the outside of the sauna rooms regarding health concerns and an age restriction of a minimum 18 years. The sauna rooms would include changing areas with curtains similar to a YMCA locker room. The business would not be required to obtain a state license, and the petitioners would require that their employees have a certificate from a training program or sufficient experience at a similar facility. The Commission discussed the parking lot, which is sometimes full toward the south end of the shopping center closer to Royal Seafood, but should have sufficient supply in the middle of the parking lot for this business. The Commission did not find any potential negative effects of this business on the property or neighboring businesses.

The Commission considered the Standards for a Special Use and determined that the proposed use met the Standards. The Commission voted unanimously to recommend approval of the request.

Planning and Zoning Commission Finding of Fact
Royal Foot Spa – Special Use – 14 Golf Center
Village Board Meeting Date: April 6, 2015

PLANNING AND ZONING COMMISSIONERS
Chairperson Eva Combs Diane Lawrence
Vice-Chairman Steve Caramelli Greg Ring
Sharron Boxenbaum Nancy Trieb
Lenard Henderson Steve Wehofer
Myrene Iozzo Denise Wilson
Thomas Krettler

ROLL CALL VOTE
10 Ayes
1 Absent (Wehofer)

MOTION PASSED

The following attachments are hereby incorporated as part of this Finding of Fact:

- Staff Report
- Petitioner Application & Submittals
- Legal Notice
- Location Map
- Aerial Map



**VILLAGE OF HOFFMAN ESTATES
PLANNING AND ZONING COMMISSION
STAFF REPORT**

PROJECT NO.: 2015010P

PROJECT NAME: ROYAL FOOT SPA

PROJECT ADDRESS/LOCATION: 14 GOLF CENTER

PUBLIC HEARING
YES NO

REZONING MASTER SIGN PLAN SPECIAL USE VARIATION
SITE PLAN AMENDMENT PLAT

MEETING DATE: MARCH 18, 2015

STAFF ASSIGNED: JOSH EDWARDS *JAE*

REQUESTED MOTION

Request by Lucy Shi d/b/a Royal Foot Spa (tenant) for a Special Use under Section 9-8-2-C-9 to permit a foot massage business on the property located at 14 Golf Center in the Golf Center Shopping Center.

INCLUDES RECOMMENDED CONDITIONS
YES NO

| | | |
|-------------------------|---|--|
| ACRES: 16 (APPROXIMATE) | ZONING DISTRICT: B-2 COMMUNITY BUSINESS | |
| ADJACENT | NORTH: Commercial / Retail Properties in Schaumburg | SOUTH: Valli Plaza Shopping Center; ZONED B-2 |
| PROPERTIES: | EAST: Hoffman Plaza Shopping Center; Zoned B-2 | WEST: Commercial / Retail Properties in Schaumburg |

PROPOSAL

The petitioner, Lucy Shi, is proposing to open a foot massage business at 14 Golf Center in the Golf Center Shopping Center. A description of the proposed business and a basic floor plan are included in the packet. The business would include massage chairs for foot massages as well as sauna rooms typical of a spa salon. The tenant space is approximately 4,000 square feet, which would be divided into separate areas: a reception / waiting room, an open area with 8 massage chairs, 2 rooms each with 4 massage chairs available to reserve for special events, 2 sauna rooms (separate men and women rooms), a staff-only area; and restrooms.

Customers would receive a foot massage while seated in a chair and would remain clothed except for their feet. Prior to the foot massage the customer's feet would be soaked in a salt water solution. The employee would massage the customer's feet, ankles, legs, shoulders, and upper back. The sauna rooms would be self-serve and customers would be provided with towels and comfortable clothing. Customers would visit

the business by appointment or walk-in, similar to a nail or hair salon. The business would not include any private rooms or massage tables more typical of a full body massage business. The business would be open 10 a.m. to 8 p.m.

The property owner, Robin Realty & Management Company as agent for Golf Rose Shopping Center, has authorized the Special Use request and has signed the application.

SPECIAL USE – ZONING CODE SECTION 9-8-2-C-9

The subject property is zoned B-2, Community Business District.

A Foot Massage facility is not listed as a Permitted or Special Use in the B-2 District, therefore this request is being considered under Section 9-8-2-C-9 which states "All other uses not heretofore cited in Sections 9-8-1-B (Permitted Uses in B-1), 9-8-1-C (Special Uses in B-1), and 9-8-2-B (Permitted Uses in B-2)".

As a comparable business type, a tanning salon is permitted to have up to 20 percent of the customer accessible floor space used for massage services, and a health salon is a Special Use with the same limitation on floor space for massage services. However, these uses do not apply to this proposal.

Section 9-1-18-l of the Zoning Code (Standards for a Special Use) states: "No special use shall be recommended by the Planning and Zoning Commission unless said Planning and Zoning Commission shall find:

1. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
2. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
4. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided;
5. That adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in public streets; and
6. That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except in each instance as such regulations may be modified by the Village Board pursuant to the recommendation of the Planning and Zoning Commission.

NOTIFICATION

Standard notification letters have been sent to surrounding properties within 300 feet and no comments have been received.

STAFF SUMMARY

This is the second special use request for a foot massage business reviewed by the Village; in 2012, a Special Use was approved for Angels Feet at 1048 W. Golf Road. In 2006, the Village approved a Special Use request for Massage Envy, which is a full body massage business located at 2652 N. Sutton Road. Variations have also been approved for tanning salons to have greater than the permitted 20% of their customer accessible floor space designated for massage rooms.

This use is anticipated to function similarly to a salon with an open design in part of the space and sauna rooms available to customers. The use is not expected to be detrimental to the property or neighboring properties, traffic, utilities, property values or other items considered with the Standards for a Special Use.

The business anticipates 40 to 50 customers for a typical day. The parking lot in the Golf Center Shopping Center includes adequate parking supply for the proposed business.

RECOMMENDED CONDITIONS

If the Planning & Zoning Commission finds that the Standards for a Special Use have been met, staff recommends the following condition:

1. The Special Use shall include only the services included in the petitioner's application for this request.

Attachments: Special Use Application & Submittals
 Legal Description
 Location Map
 Aerial Map



**VILLAGE OF HOFFMAN ESTATES
PLANNING AND ZONING
GENERAL APPLICATION***

Special Use for Foot Spa Rezoning from _____ to _____

Variation: Commercial Residential Sign

Plat (Subdivision & Others): Preliminary Final

Site Plan: Amendment Concept Preliminary Final

Master Sign Plan: Amendment

Other: _____

*** ADDENDUM MATERIALS ARE REQUIRED FOR SPECIFIC REQUESTS**

Posting of Notification Sign(s) may be required.

Specific requirements will be provided when your request is scheduled.

| FOR VILLAGE USE ONLY | | | |
|------------------------|---|---|--------------------------|
| Hearing Fee | <u>\$400</u> | Check No. <u>cash</u> | Date Paid <u>2/18/15</u> |
| Project Number: | <u>2015010P</u> | | |
| Staff Assigned: | <u>Josh Edwards</u> | | |
| Meeting Date: | <u>3/18/15</u> | Public Hearing: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | |
| Sign Posting Required: | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Date Sign Posted | <u>3/8/15</u> |

PLEASE PRINT OR TYPE

Date: 2/16/2015

Project Name: Royal Foot Spa

Project Description: Foot Massage/Sauna

Project Address/Location: 14 Golf Center, Hoffman Estates, IL

Property Index No. 07-15-101-018-0000

Acres: ~16 Zoning District: B-2

ROBIN REALTY & MANAGEMENT COMPANY,
 agent for GOLF ROSE SHOPPING CENTER,
 an Illinois Limited Partnership
 (Golf Center Shopping Center)

I. Owner of Record

| | | |
|------------------|----------|------------------|
| Name | | Company |
| 1333 N. Wells St | | Chicago |
| Street Address | | City |
| IL | 60610 | 312 642-9510 |
| State | Zip Code | Telephone Number |
| | 312 642 | 5594 |
| Fax Number | | E-Mail Address |

II. Applicant (Contact Person/Project Manager)

| | | |
|----------------|----------|-------------------|
| Lucy Shi | | Royal Foot Spa |
| Name | | Company |
| 14 Monroe Ct., | | Streamwood |
| Street Address | | City |
| IL | 60107 | 630-290-7270 |
| State | Zip Code | Telephone Number |
| | | shi1032@yahoo.com |
| Fax Number | | E-Mail Address |

Applicant's relationship to property: Tenants

III. Owner Consent for Authorized Representative

It is required that the property owner or his designated representative be at all requests before the Planning and Zoning Commission (PZC). During the course of the meeting, questions may arise regarding the overall site, site improvements, special conditions to be included in a PZC recommendation, etc. The representative present must have knowledge of the property and have the authority to make commitments to comply with any and all conditions included in the PZC recommendations. Failure to have the owner or designated representative present at the meeting can lead to substantial delays in the hearing process. If the owner cannot be present at the meeting, the following statement must be signed by the owner:

I understand the requirement for the owner or an authorized representative to be present at the meeting with full authority to commit to requests, conditions and make decisions on behalf of the owner. I hereby authorize Lucy Shi to act on my behalf and advise that he/she has full authority to act as my/our representative.

 _____
 _____ Janette Zolnick

Owner Signature **Print Name**
 ROBIN REALTY & MANAGEMENT COMPANY,
 as agent for GOLF ROSE SHOPPING CENTER,
 an Illinois Limited Partnership
 (Golf Center Shopping Center)

General Application

IV. Acknowledgement(s)

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable or otherwise.
- Planning and Zoning Commission members and Village Staff often conduct inspections of subject site(s) as part of the pre-hearing review of requests. These individuals will be carrying official Village identification cards that can be shown upon request.

The Owner and Applicant, by signing this Application, certify to the correctness of the application and all submittals.

Owner's Signature: _____

ROBIN REALTY & MANAGEMENT COMPANY,
as agent for GOLF ROSE SHOPPING CENTER,
an Illinois Limited Partnership
(Golf Center Shopping Center)

Owner's Name (Please Print): Jennifer Zaleski

Applicant's Signature: _____
(If other than Owner)

Applicant's Name (Please Print): Lucy Shi

Date: 2/16/2015

All requests must be accompanied by the items required and all fees must be paid before the Planning and Zoning Commission can hear any case.

Please contact the Planning Division (located in the Municipal Building) with any questions:

Email: planning@hoffmanestates.org
Address: 1900 Hassell Road
Hoffman Estates, IL 60169
Phone: (847) 781-2660
Fax: (847) 781-2679

Addendums Attached:

- Special Use Master Sign Plan
 Rezoning Other _____
 Variation
 Plat
 Site Plan



VILLAGE OF HOFFMAN ESTATES PLANNING AND ZONING COMMISSION SPECIAL USE ADDENDUM

REQUIRED SUBMITTALS:

- General Application
- \$400 special use hearing fee
- Legal Description
Typically found on a tax bill, survey, mortgage documents or deed
- Current Plat of Survey drawn to scale
- A scale drawing of the floor plan and elevations, including windows and door locations.
- A Project Narrative detailing the use, hours of operation, parking demand, etc. Provide relevant plans, studies, and any other documents to support the request.
- A written response to each of the Standards for a Special Use (see below).

You are responsible for posting a notification sign(s) on your property 10 days before the Planning & Zoning Commission hearing and removing the sign(s) 10 days after final Village Board action. Specific requirements will be provided by Planning Staff.

No special use shall be recommended by the Planning and Zoning Commission unless said Commission finds that adequate evidence is provided to meet the Special Use Standards. (Respond to each standard as it applies to your request either below or address on a separate sheet)

1. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

Royal Foot Spa will be a spa business established for the relief for the general well being and health of the public.

2. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

Royal Foot Spa will follow the regulations of the district without disorderly disruption.

3. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;

In no way will Royal Foot Spa hinder any normal and orderly development or improvement in the district.

4. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided;

Royal Foot Spa will pay for any utilities, drainage, and necessary facilities that are under property of the store.

5. That adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in public streets; and

Royal Foot Spa will not be the cause of any traffic congestion in public streets.

6. That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except in each instance as such regulations may be modified by the Village Board pursuant to the recommendation of the Planning and Zoning Commission.

Royal Foot Spa will follow any regulations of the district unless permitted otherwise by the Village Board.

The Royal Foot Spa is a business that will dedicate itself to the comfort and wellness for its customers. This business will streamline clients to a new level of comfort with therapeutic techniques that focus on relaxing the muscles and joints. Every client will receive a full time satisfaction through foot massages and saunas. Generally, customers will find that these services will improve their general health and stress by adding an element of relaxation into their lives.

Currently, the Royal Foot Spa is still in its beginning stages where we plan to open business at 14 Golf Center, Hoffman Estates in Illinois. It will be located in a major shopping center to bring the business to its full potential. Also because the shopping center has a large parking area, customers will have no trouble finding space to park in nearby vicinities. Business hours will be open from ten to eight.

The store will be launching its full scale designs in a 4,000 square feet building where the building will be split up into three different sections for customers. There will be eight to ten trained employees ready to serve our guests. On average, we expect to have 40 to 50 costumers daily.

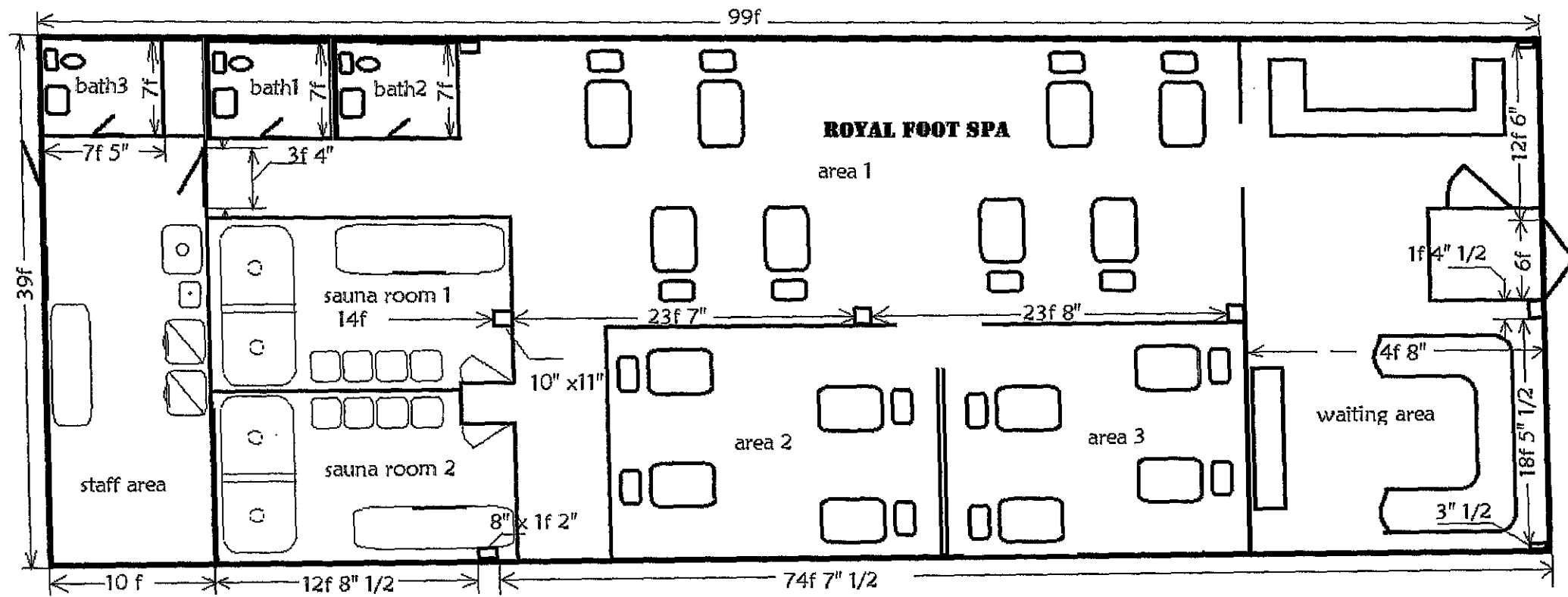
The first and most well known section will be the open service area. Here, clients will be served by our experienced staff members to ensure the best quality foot massages. Heated water will be provided to soak guests' feet first. Lotion will be applied to rub the feet, ankle, leg, shoulder, and upper back. An hour of massage will reduce stress and improve flexibility of the body.

The second section consists of two party rooms that guests will be able to book in scenario of anniversary, parties, or any other special events.

The third section will be two infrared sauna rooms for women and men. Each sauna room will be able to hold up the capacity of four people. The sauna will be designed for self-service for customers, and shower room will be available at this area too. Clients will be provided towels and comfortable clothing.

At the front entrance of the store, customers will first be greeted by our friendly staff. There is a waiting area for customer to have drinks. Television will be provided for the customers to enjoy while waiting.

Employees will have a private back room behind the saunas to relax and prepare for their work.



Golf Center

Golf & Roselle Roads,
Hoffman Estates, Illinois 60169

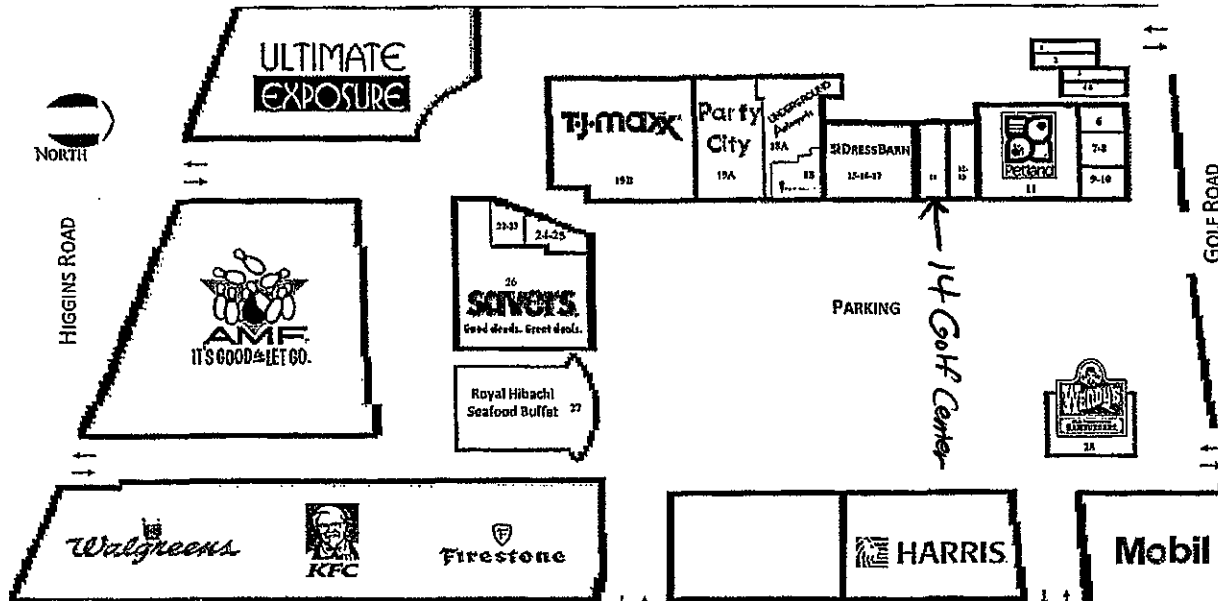
ROBIN REALTY & MANAGEMENT CO.

1333 N. Wells Street, Chicago IL 60610
(312) 642-9510 Fax (312) 642-5594
<http://www.robincompanies.com>

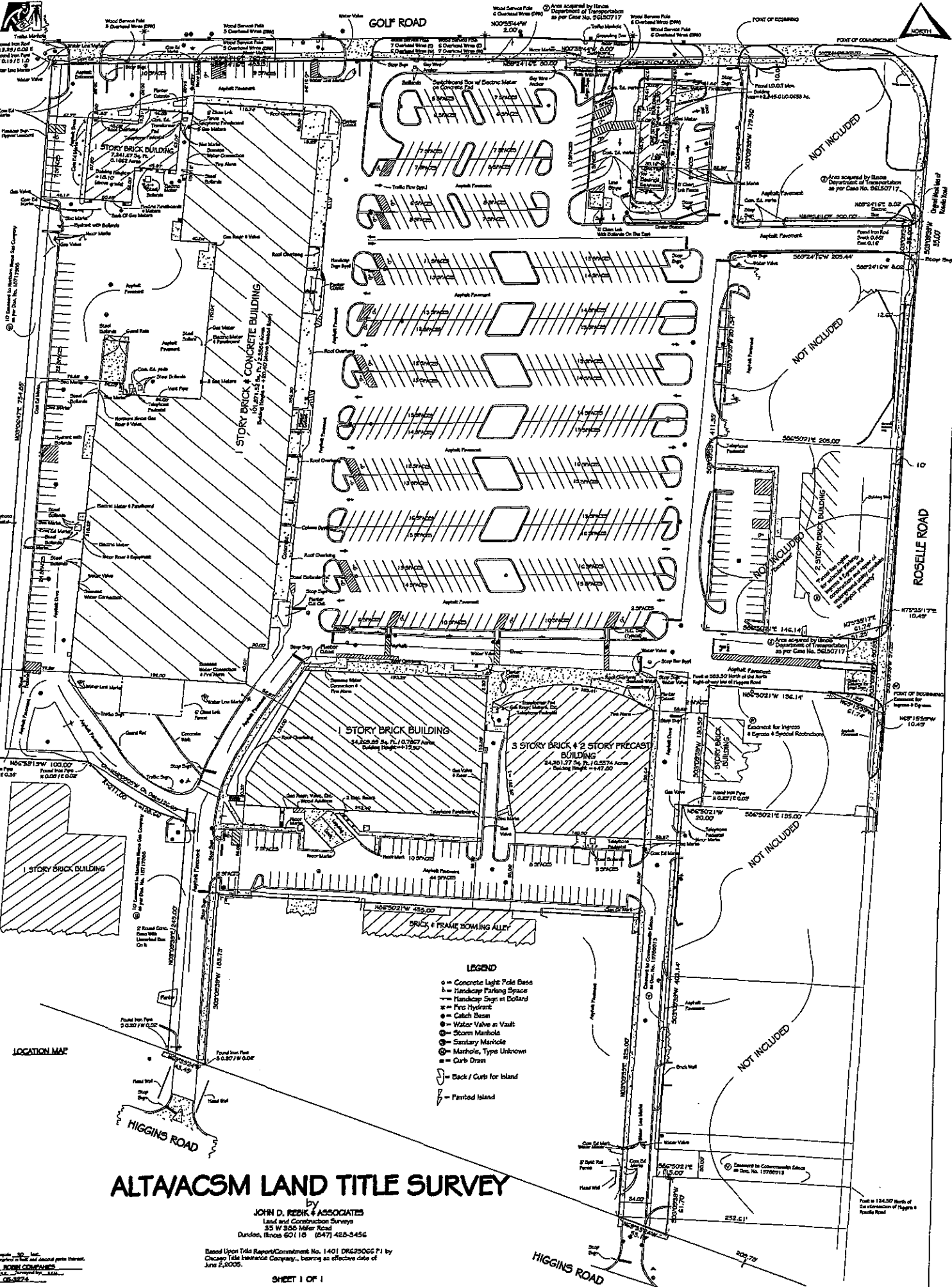
AVAILABLE SPACE

| UNIT | ADDRESS | TENANT | Sq. Ft | DIMENSIONS |
|-------|-------------------|-------------------------------|--------|------------|
| 1 | 1 Golf Center | Chinese Grocery | 2,210 | 26 x 85 |
| 2 | 2 Golf Center | No Luck Restaurant | 2,125 | 25 x 85 |
| 3 | 3 Golf Center | The UPS Store | 1,080 | 18 x 60 |
| 4-5 | 4-5 Golf Center | MI General | 1,710 | 28.5 x 60 |
| 6 | 6 Golf Center | Wise Guys | 480 | 16 x 30 |
| 7-8 | 7-8 Golf Center | Chiropractor | 1,160 | 38.67 x 30 |
| 9-10 | 9-10 Golf Center | Hair Cuttery | 1,470 | 49 x 30 |
| 11 | 11 Golf Center | PetLand Aquarium Adventures | 16,800 | 120 x 140 |
| 12-13 | 12-13 Golf Center | Disc Replay | 8000 | 30 x 100 |
| 14 | 14 Golf Center | AVAILABLE | 4,000 | 40 x 100 |
| 15-17 | 15-17 Golf Center | Dress Barn / Dress Barn Women | 10,000 | 100 x 100 |

| UNIT | ADDRESS | TENANT | Sq. Ft | DIMENSIONS |
|-------|-----------------|------------------------|--------|-------------|
| 18 | 18 Golf Center | Fabbrini's Flowers | 3,401 | 60 x Irreg. |
| 18A | 18A Golf Center | Underground Autosports | 12,688 | Irregular |
| 19A | 19a Golf Center | Party City | 18,324 | Irregular |
| 19B | 19b Golf Center | T.J. Maxx | 34,600 | 160 x 210 |
| 22-23 | 23 Golf Center | Kumon Learning Center | 2,050 | Irregular |
| 24-25 | 24 Golf Center | AVAILABLE | 2,100 | Irregular |
| 26 | 26 Golf Center | SAVERS | 30,520 | Irregular |
| 27 | 27 Golf Center | Buffet Steak House | 22,880 | 150 x 150 |
| 28 | 28 Golf Center | Wendy's International | PAD | PAD |
| 50 | 50 Golf Center | Mobil | - | - |



The information submitted herein is not guaranteed. Although obtained from reliable sources it is subject to errors, omissions, prior rental and withdrawal from the marketplace. June 2013

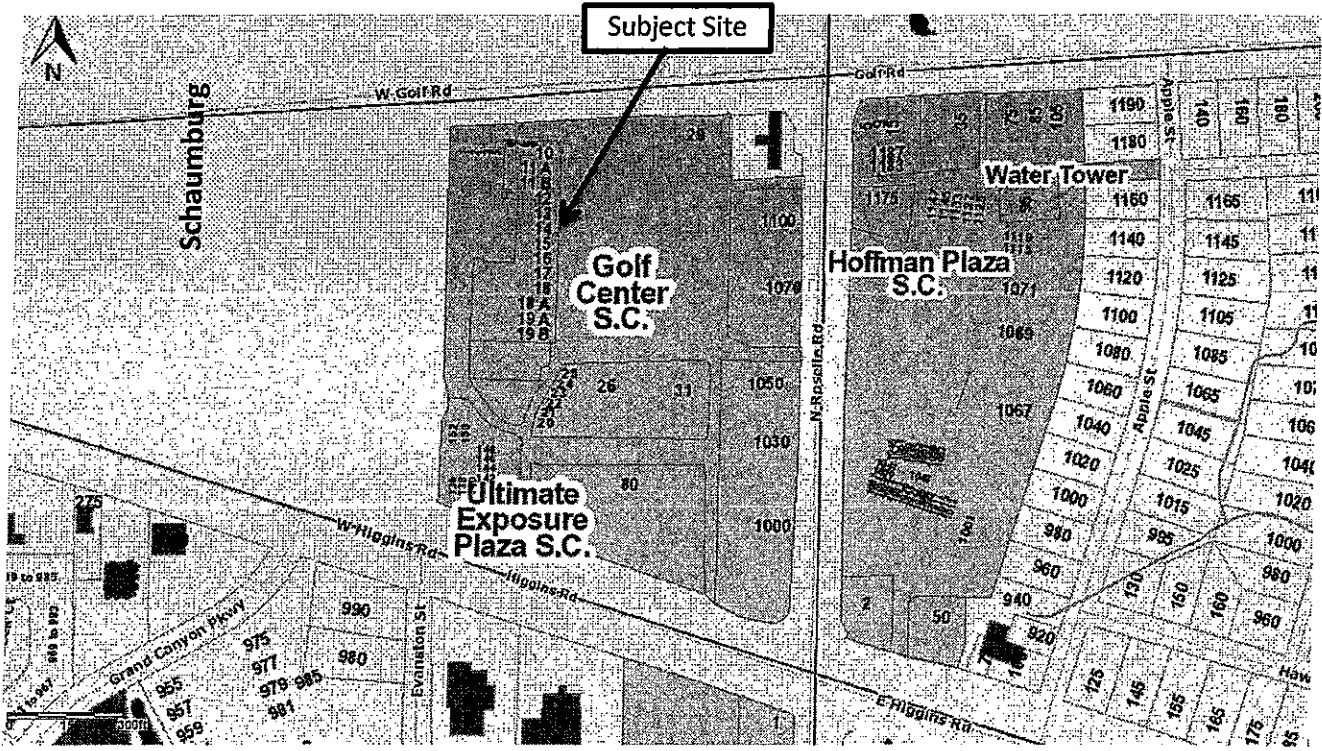


ALTAVACSM LAND TITLE SURVEY

by
JOHN D. REZIK & ASSOCIATES
 Land and Construction Surveys
 35 W 350th Street
 Dundee, Illinois 60118 (847) 428-3456

Based Upon Title Report/Commitment No. 1401 DR22500671 by
 Chicago Title Insurance Company, bearing an effective date of
 June 2, 2005.

Scale: 1 inch equals 30 feet.
 Dimensions are marked in feet and decimal parts thereof.
 Created by: **REZIK & ASSOCIATES**
 Checked by: **JOHN D. REZIK**
 ORDER NO. **05-3274**



March 2015
Village of Hoffman Estates
Planning Division



NOTICE OF
PUBLIC HEARING
Notice is hereby given that the Planning and Zoning Commission of the Village of Hoffman Estates will hold a public hearing at the request of Lucy Shi d/b/a Royal Foot Spa to consider a special use under the Zoning Code to permit a massage business on the property located at 14 Golf Center in the Golf Center Shopping Center.

P.I.N.: 07-15-101-018-000
The hearing will be held on Wednesday, March 18, 2015 at 7:00 p.m. in the Hoffman Estates Municipal Building, 900 Hassell Road, Hoffman Estates, IL.
Eva Combs, Chairperson
Planning and Zoning Commission
Published in Daily Herald-
March 3, 2015 (4399677)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Algonquin, Antioch, Arlington Heights, Aurora, Barrington, Barrington Hills, Lake Barrington, North Barrington, South Barrington, Bartlett, Batavia, Buffalo Grove, Burlington, Campton Hills, Carpentersville, Cary, Deer Park, Des Plaines, South Elgin, East Dundee, Elburn, Elgin, Elk Grove Village, Fox Lake, Fox River Grove, Geneva, Gilberts, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Island Lake, Kildeer, Lake Villa, Lake in the Hills, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Long Grove, Mt. Prospect, Mundelein, Palatine, Prospect Heights, Rolling Meadows, Round Lake, Round Lake Beach, Round Lake Heights, Round Lake park, Schaumburg, Sleepy Hollow, St. Charles, Streamwood, Tower Lakes, Vernon Hills, Volo, Wauconda, Wheeling, West Dundee, Wildwood, Sugar Grove, North Aurora

County(ies) of Cook, Kane, Lake, McHenry
and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published March 3, 2015 in said DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY *Daula Baltz*
Authorized Agent

Control # 4399677

Royal Foot Spa 14 Golf Center



N
0 80 160 Feet



Planning Division
Village of Hoffman Estates
March 2015

VILLAGE BOARD AGENDA

ITEMS 7-B THRU 7-I (ADESA)

ARE ATTACHED AS A

SEPARATE DOCUMENT



VILLAGE OF HOFFMAN ESTATES
PLANNING AND ZONING COMMISSION
FINDING OF FACT

PROJECT NO.: 2015008R

VILLAGE BOARD MEETING DATE: APRIL 6, 2015

PETITIONER(S): CURTIS & CATIE CASTILLO

PROJECT ADDRESS: 520 OLIVE STREET

ZONING DISTRICT: R-3, ONE FAMILY RESIDENTIAL

Does the Planning and Zoning Commission find that this request meets the Standards for a Variation (Section 9-1-15 of the Zoning Code)? YES NO

Recommendation: APPROVAL

Roll Call Vote: 10 Ayes, 1 Absent

PZC MEETING DATE: APRIL 1, 2015

STAFF ASSIGNED: DANIEL RITTER

Request by Curtis and Catie Castillo (owner) for the following setback variations from the Zoning Code for a single family home and detached garage located at 520 Olive Street:

- a) A 1.55 foot rear yard setback variation from Section 9-5-3-D-6 to allow a 18.45 foot setback for a single family home instead of the minimum 20 feet;
- b) A 2.05 foot side yard setback variation from Section 9-3-6-D to allow a 7.95 foot setback for a detached garage instead of the minimum 10 feet.

The following condition shall apply:

- 1. The house shall be constructed per the size and location included in the petitioner's application materials submitted with this request.

AUDIENCE COMMENTS

None.

FINDING

Section 9-1-15 of the Zoning Code (Standards for Variation) states that no variation shall be recommended by the Planning and Zoning Commission unless it finds that the Standards for Variation set forth in the Zoning Code are met.

The petitioner's architect, Tim Nelson, presented the proposal to expand the existing house by the addition of a second floor. The existing house includes existing encroachments into the rear yard setback. The house was built prior to current Zoning Code requirements. The proposed addition would not increase the existing 1.55 foot setback encroachment but just expand a second floor on top of it. Upon review of the plan, staff determined the existing garage encroaches 2.05 feet into the side yard setback. No work is being proposed to the garage at this time but the petitioners wanted to bring the entire site into compliance. The Commission generally had no concerns about the proposal.

The Commission voted to recommend approval of the proposed setback variations.

PLANNING AND ZONING COMMISSIONERS

| | |
|-------------------------------|----------------|
| Chairperson Eva Combs | Diane Lawrence |
| Vice-Chairman Steve Caramelli | Greg Ring |
| Sharron Boxenbaum | Nancy Trieb |
| Lenard Henderson | Steve Wehofer |
| Myrene Iozzo | Denise Wilson |
| Thomas Krettler | |

ROLL CALL VOTE

10 Ayes
1 Absent (Wilson)

MOTION PASSED

The following attachments are hereby incorporated as part of this Finding of Fact:

- Staff Report
- Petitioner Application & Submittals
- Legal Notice
- Location Map
- Aerial Map



VILLAGE OF HOFFMAN ESTATES
PLANNING AND ZONING COMMISSION
STAFF REPORT

PROJECT NO.: 2015008R PROJECT NAME: 520 OLIVE STREET – HOUSE/GARAGE SETBACK VARIATIONS

PROJECT ADDRESS/LOCATION: 520 OLIVE STREET

PUBLIC HEARING
YES NO

REZONING MASTER SIGN PLAN SPECIAL USE VARIATION
SITE PLAN PLAT

MEETING DATE: APRIL 1, 2015

STAFF ASSIGNED: DANIEL RITTER DR

REQUESTED MOTION

Request by Curtis and Catie Castillo (owner) for the following setback variations from the Zoning Code for a single family home and detached garage located at 520 Olive Street:

- a) A 1.55 foot rear yard setback variation from Section 9-5-3-D-6 to allow a 18.45 foot setback for a single family home instead of the minimum 20 feet.
- b) A 2.05 foot side yard setback variation from Section 9-3-6-D to allow an 7.95 foot setback for a detached garage instead of the minimum 10 feet;

INCLUDES RECOMMENDED CONDITION(S)
YES NO

| | | |
|--|------------------------------------|------------------------------------|
| ZONING DISTRICT: R-3, ONE-FAMILY RESIDENTIAL | | |
| ADJACENT | NORTH: R-3, ONE-FAMILY RESIDENTIAL | SOUTH: R-3, ONE-FAMILY RESIDENTIAL |
| PROPERTIES: | EAST: R-3, ONE-FAMILY RESIDENTIAL | WEST: R-3, ONE-FAMILY RESIDENTIAL |

APPLICABLE ZONING CODE SECTIONS

Section 9-3-6-D states that a detached accessory structure (garage) that is less than 60' from the front lot line must meet the side yard setback of the principal structure.

Section 9-5-3-D-6 of the Zoning Code states that the rear yard setback of the principal structure shall be 30 feet.

PROPOSAL

Rear Yard Setback - House

The corner lot property currently includes a one-story house and a two car detached garage. The house was built around 1961, prior to current Zoning Code setback standards. The petitioner is proposing to expand the house by adding a second floor to the existing structure of the house. In addition to the second floor expansion the petitioner will be renovating the exterior and interior of the home.

The existing one story ranch-style house includes a rear yard encroachment of 1.55 feet. The proposed expansion would not increase the existing setback but would be expanding a second floor on top of the existing encroachment. All other setbacks, floor-area ratio and zoning requirements for the house would meet current zoning requirements.

Side Yard Setback – Garage

The existing garage was permitted and built in 1989 and includes an existing encroachment of 2.05 feet into the required 10 foot minimum side yard setback. While no work is being proposed at this time to the detached garage, approval is being sought to make the existing garage location legal and conforming.

VARIATION STANDARDS

Section 9-1-15 of the Zoning Code – *Standards for a Variation* - states that the Planning and Zoning Commission shall not recommend the adoption of a proposed variation unless it finds that the variation meets the Standards for Variations as set forth in the Zoning Code.

1. The Planning and Zoning Commission shall not recommend the variation of the regulations of the Code unless it shall first make a finding based upon the evidence presented to it in each specific case that:
 - a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located;
 - b. The plight of the owner is due to unique circumstances;
 - c. The variation, if granted, will not alter the essential character of the locality.

2. For the purpose of implementing the above rules, the Planning and Zoning Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the applicant have been established by the evidence;
 - a. The particular physical surroundings, shape of topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - b. The conditions upon which the petition for a variation is based would not be applicable, generally, to other property within the same zoning classification;
 - c. The purpose of the variation is not based exclusively upon a desire to increase the value of the property;
 - d. The alleged difficulty or hardship has not been based exclusively upon a desire to increase the value of property;
 - e. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and

f. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fires, or endanger the public safety, or substantially diminish or impair property values in the neighborhood.

3. The Planning and Zoning Commission may recommend to the Village Board that such conditions and restrictions be imposed upon the premises benefited by a variation as may be necessary to comply with the standards set forth in this section to reduce or minimize the injurious effect of such variation upon other property in the neighborhood, and better to carry out the general intent of this Code.

If this request is approved, the variation ordinance would be granted to the property in perpetuity.

NOTIFICATION

Standard notification letters have been sent to surrounding properties within 150 feet and no comments have been received.

STAFF SUMMARY AND NOTES

The proposed variation would slightly expand the total square footage and height of the home that is located inside of the rear yard setback, but it would not extend the distance of the existing setback encroachment of 1.55 feet. The petitioner is seeking to retain the existing footprint, and to maximize the additional living space of the house expansion, while matching the existing rear façade of the house. The house expansion as proposed would meet all other setback requirements, including the front yard setback and floor-area ratio requirements. Because the setback encroachment is only in the rear yard, it would not alter the streetscape along Olive Street. The alternative option to suppress the second floor addition inward 1.55 feet would not be typical and would likely not be aesthetically pleasing to the property owners or neighbors of the property.

The garage encroachment of 2.05 feet is pre-existing and no work is being proposed to it at this time. While going through the variation process for the house expansion, it was recommended that they also seek approval for the existing setback encroachment on the garage. If the garage setback request is not approved, the garage would still be allowed to exist at its current location, but would not be permitted to be rebuilt without meeting the existing setback requirements.

RECOMMENDED CONDITIONS

If the Planning & Zoning Commission finds that the standards for a variation have been met, staff recommends the following condition:

1. The house shall be constructed per the size and location included in the petitioner's application materials submitted with this request.

Attachments: Petitioner Application & Submittals
 Legal Notice
 Location Map
 Staff Exhibit – Aerial Photo



VILLAGE OF HOFFMAN ESTATES PLANNING AND ZONING GENERAL APPLICATION*

Special Use for _____ Rezoning from _____ to _____

Variation: Commercial Residential Sign

Plat (Subdivision & Others): Preliminary Final

Site Plan: Amendment Concept Preliminary Final

Master Sign Plan: Amendment

Other: _____

*** ADDENDUM MATERIALS ARE REQUIRED FOR SPECIFIC REQUESTS**

Posting of Notification Sign(s) may be required.

Specific requirements will be provided when your request is scheduled.

FOR VILLAGE USE ONLY

Hearing Fee 150.00 Check No. C.C. Date Paid 3/9/15

Project Number: 2015008 R

Staff Assigned: D. Riher

Meeting Date: 4/1/15

Public Hearing: Yes No

Sign Posting Required: Yes No

Date Sign Posted N/A

PLEASE PRINT OR TYPE

Date: 2/18/15

Project Name: CASTILLO RESIDENCE REMODELING/ADDITION

Project Description: 1ST FLOOR REMODELING & 2ND FLOOR ADDITION

Project Address/Location: 520 OLIVE ST., HOFFMAN ESTATES, IL 60109

Property Index No. 07-16-414-011

Acres: .25 Zoning District: R-3

I. Owner of Record

CURTIS & CATIE CASTILLO

Name

Company

520 OLIVE ST.

Street Address

HOFFMAN ESTATES

City

IL

State

60169

Zip Code

847-732-4156

Telephone Number

Fax Number

CATIEBS@YAHOO.COM

E-Mail Address

II. Applicant (Contact Person/Project Manager)

TIM NELSON

Name

TIM NELSON ARCHITECT, LTD.

Company

421 JAMES ST.

Street Address

GENEVA

City

IL

State

60134

Zip Code

630-397-5122

Telephone Number

630-232-1135

Fax Number

TIM@TIMNELSONARCHITECT.COM

E-Mail Address

Applicant's relationship to property: PROJECT ARCHITECT

III. Owner Consent for Authorized Representative

It is required that the property owner or his designated representative be at all requests before the Planning and Zoning Commission (PZC). During the course of the meeting, questions may arise regarding the overall site, site improvements, special conditions to be included in a PZC recommendation, etc. The representative present must have knowledge of the property and have the authority to make commitments to comply with any and all conditions included in the PZC recommendations. Failure to have the owner or designated representative present at the meeting can lead to substantial delays in the hearing process. **If the owner cannot be present at the meeting, the following statement must be signed by the owner:**

I understand the requirement for the owner or an authorized representative to be present at the meeting with full authority to commit to requests, conditions and make decisions on behalf of the owner. I hereby authorize _____ to act on my behalf and advise that he/she has full authority to act as my/our representative.

Cathleen Castillo

Owner Signature

Cathleen Castillo

Print Name

IV. Acknowledgement(s)

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable or otherwise.
- Planning and Zoning Commission members and Village Staff often conduct inspections of subject site(s) as part of the pre-hearing review of requests. These individuals will be carrying official Village identification cards that can be shown upon request.

The Owner and Applicant, by signing this Application, certify to the correctness of the application and all submittals.

Owner's Signature: Curtis Castillo

Owner's Name (Please Print): CURTIS & CATIE CASTILLO

Applicant's Signature: Tim Nelson
(If other than Owner)

Applicant's Name (Please Print): TIM NELSON

Date: 2/18/15

All requests must be accompanied by the items required and all fees must be paid before the Planning and Zoning Commission can hear any case.

Please contact the Planning Division (located in the Municipal Building) with any questions:

Email: planning@hoffmanestates.org
 Address: 1900 Hassell Road
 Hoffman Estates, IL 60169
 Phone: (847) 781-2660
 Fax: (847) 781-2679

Addendums Attached:

- Special Use
- Rezoning
- Variation
- Plat
- Site Plan
- Master Sign Plan
- Other _____

TIM NELSON ARCHITECT, LTD.

Custom Homes • Additions • Remodeling

February 18, 2015

Village of Hoffman Estates
Planning & Zoning Commission
1900 Hassell Road
Hoffman Estates, IL 60169

Re: 520 Olive Street addition and remodeling for Curtis & Catie Castillo

To Whom It May Concern:

A variance to the rear yard setback is being requested for 520 Olive Street. The purpose of this variance is to allow the homeowner to construct a full second floor addition over the existing single story home. The house as it stands now is nonconforming with regard to the 20'-0" rear yard setback, so a new second floor requires a variance to be completed.

The new second floor will consist of a master bedroom and bath along with three additional bedrooms and a hall bath and laundry room. The main purpose for this addition is to gain additional living space on the first floor and to increase the number of bedrooms to serve a family with two children, two parents, and a grandparent.

A full second floor has been deemed the most economical method to gain the much needed space in the home. No new excavation or concrete cost is necessary for this type of addition. Furthermore, no trees will have to be removed in order to complete the proposed addition. Complying with the rear yard setback on the second floor would require the house to step back from the existing first story. This would result in a much more costly construction in terms of the support structure necessary to perfect this. The addition is to be constructed entirely of wood framing and engineered wood. Steel beams and columns along with new concrete footings would have to be used in order to accommodate the aforementioned structural problems associated with bringing the second floor into compliance with the rear yard setback.

The exterior of the second floor is to be sided to match the existing first floor. Construction of the new second floor directly above the first story will create a smooth transition between existing and new construction resulting in a more aesthetically pleasing, not to mention more inconspicuous addition, than would stepping back the second story to comply with the zoning ordinance.

Sincerely,

Tim Nelson

Tim Nelson, AIA, ALA
President

TIM NELSON ARCHITECT, LTD.

Custom Homes • Additions • Remodeling

February 18, 2015

Village of Hoffman Estates
Planning & Zoning Commission
1900 Hassell Road
Hoffman Estates, IL 60169

Re: 520 Olive Street addition and remodeling for Curtis & Catie Castillo

To Whom It May Concern:

The following are responses to the standards of variation as set forth in the Village of Hoffman Estates Zoning Code, Section 9-1-15-C-2:

1. As the house currently stands on the property, it is nonconforming with regard to the rear yard setback required by the Village of Hoffman Estates zoning ordinance. The physical location of the home on the lot prevents full second floor construction that complies with the ordinance. Therefore, placing a full second floor over the existing house is impossible without obtaining a variance.

2. In general, houses in the applicants' neighborhood appear to be conforming with regard to the setbacks on the lot. The fact that the applicants' lot is a corner lot and that the Olive Street side of the lot is considered the front, both contribute to the house being in nonconformance with the rear yard setback. This is atypical of other residences in the neighborhood.

3. The purpose of the variation is to maximize the amount of living space for the Castillo family. With two growing children and one of the applicant's mothers residing in the home, the current amount of living space is unacceptable. The plan is for each of the aforementioned individuals to have their own bedroom. The most economical and aesthetically pleasing way to do this is to add the new square footage over the existing first floor by creating a new second floor. The addition will no doubt increase the value of the property, but the need for additional living space is the driving factor in obtaining this variation.

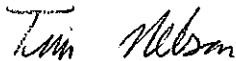
4. As previously mentioned, the house is nonconforming with regard to the rear yard setback required by the Village of Hoffman Estates zoning ordinance. In order to meet the rear yard setback requirement, the proposed second floor addition would have to be set in several feet from the existing rear wall of the house. This would result in more complicated and costly construction as a structure would have to be designed to support this new second floor wall instead of resting it directly above the current rear wall of the

house. Furthermore, setting this second floor wall back would result in a rear elevation that is not as aesthetically pleasing as one in which the walls of each story align. Hence, the hardship is a complexity of structure and cost of construction issue rather than a desire to increase the value of the property.

5. The variation requested is at the rear of the lot and the existing nonconformity with regard to the rear yard setback is not being increased. Therefore, it should have no effect on the public welfare nor be injurious to other property or improvements in the neighborhood.

6. As previously mentioned, with the requested variation being at the rear of the lot and the existing nonconformity not increasing with regard to the rear yard setback, it should not impair an adequate supply of light or air to adjacent properties. The new construction will be completed in accordance with current Village of Hoffman Estates building codes and therefore should actually decrease the danger of fires and increase public safety in the neighborhood. The proposed addition should also elevate rather than diminish property values in the neighborhood.

Sincerely,

A handwritten signature in cursive script that reads "Tim Nelson".

Tim Nelson, AIA, ALA
President

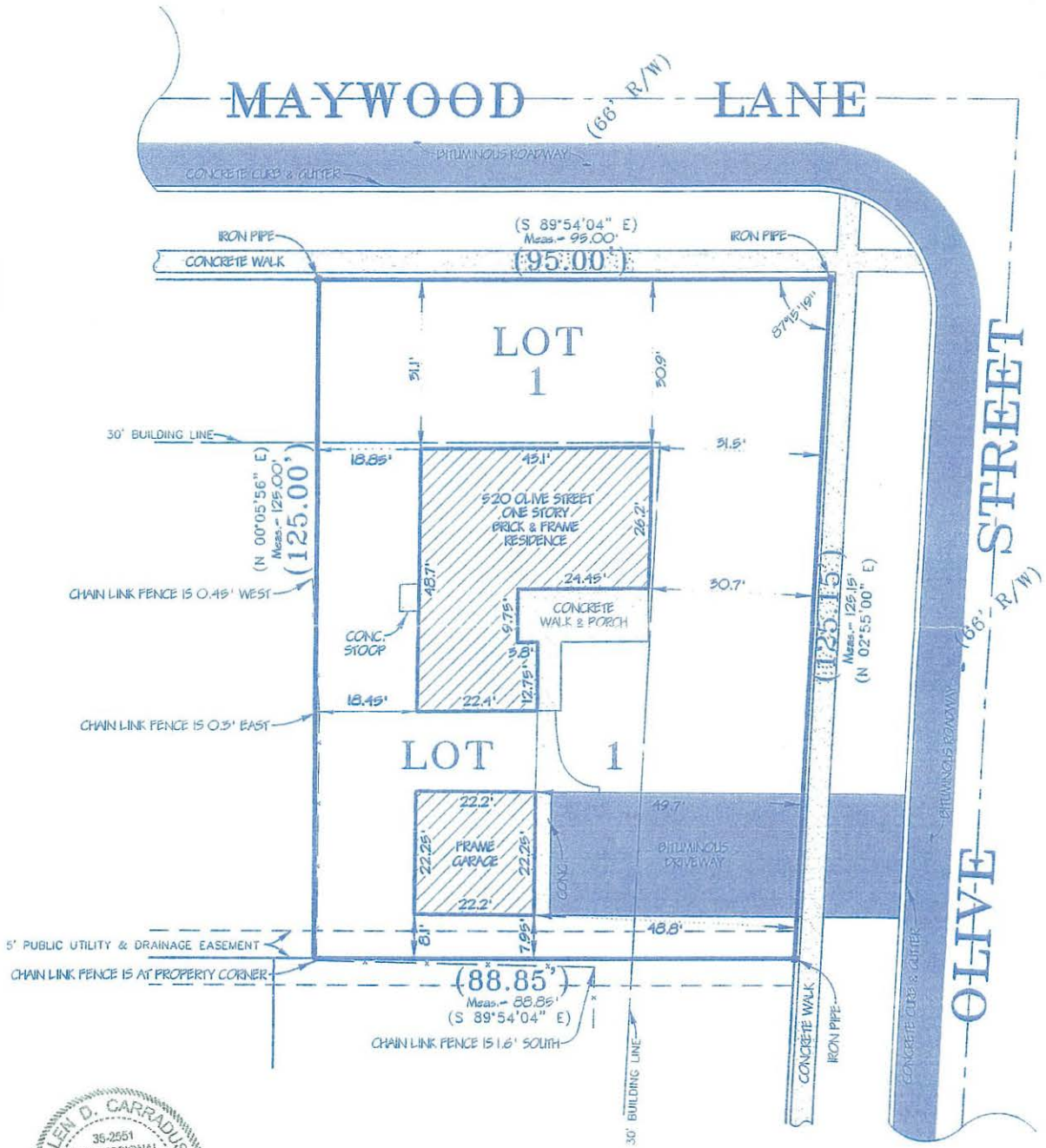
- LEGEND**
- Monumentation Found
 - Monumentation Set (R/LS 33-2551)
 - (50') Record Dimension
 - X— Fence Line

PLAT OF SURVEY

LOT 1 IN BLOCK 101 IN HOFFMAN ESTATES VII, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON SEPTEMBER 5, 1968 AS DOCUMENT NO. 1816080, IN COOK COUNTY, ILLINOIS.

AREA OF SITE = 11,491.50 FT.

CARRADUS



STATE OF ILLINOIS) SS
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT I, ALLEN D. CARRADUS, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF ILLINOIS, HAVE SURVEYED THE PROPERTY AS DESCRIBED HEREON AND THAT THE ANNEXED PLAT IS A CORRECT AND TRUE REPRESENTATION THEREOF, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

SIGNED AND SEALED AT WHEATON, ILLINOIS THIS 2nd DAY OF March, A.D. 2015
BY Allen D. Carradus, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2551.
MY LICENSE EXPIRES NOVEMBER 30, 2016.

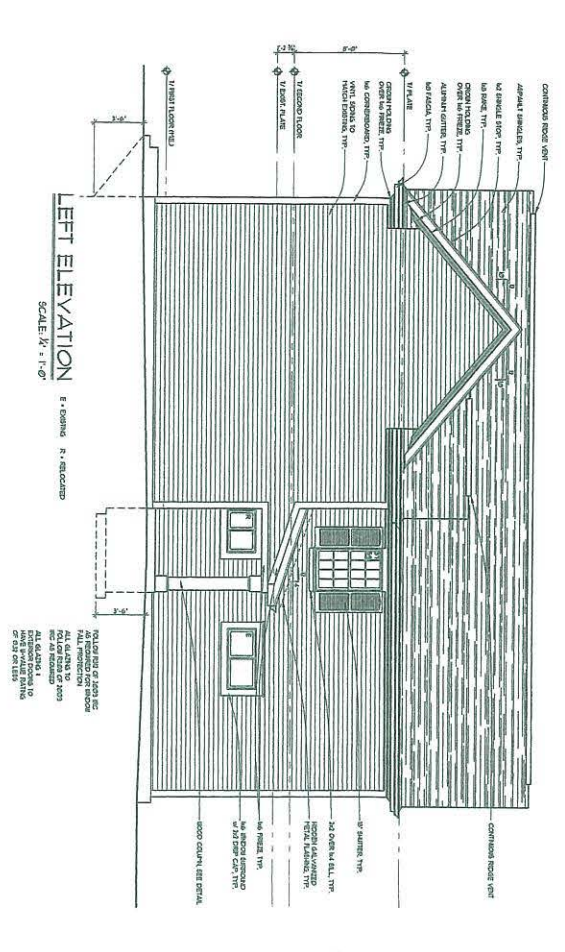
NOTES

1. All distances shown hereon are in feet and decimal parts thereof corrected to 68° F. Distances shown along curved lines are Arc Measurements unless otherwise noted.
2. Compare the Legal Description, Building Lines, and Easements as shown hereon with your Deed, Title Insurance Policy or Title Commitment.
3. Consult local authorities for additional setbacks and restrictions not shown hereon.
4. Compare all survey points and report any discrepancies immediately.
5. Consult utility companies and municipalities prior to the start of any construction.
6. Dimensions to and along buildings are exterior foundation measurements.
7. Do Not Assume distances from scaled measurements made hereon.

CARRADUS LAND SURVEY P.C.
Residential & Commercial Land Surveying Services
100 Bridge Street Suite 1, Wheaton, Illinois 60187
(630) 588-0416 (Fax) 653-7682

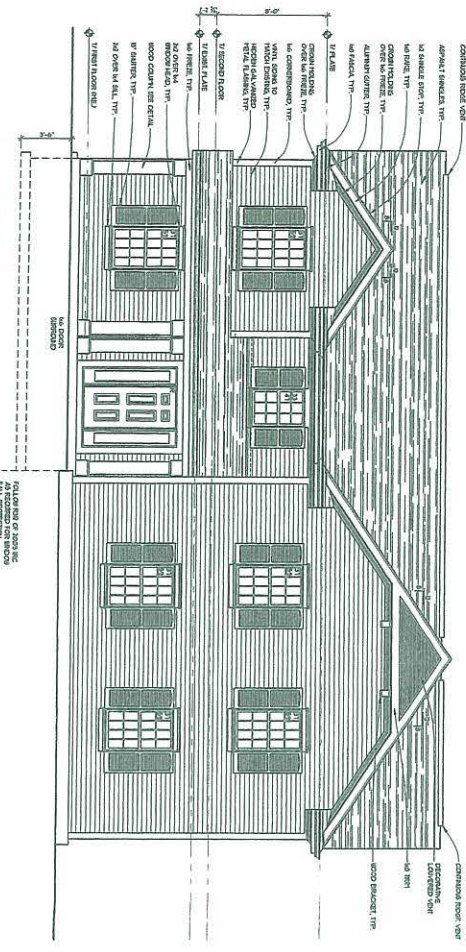
PREPARED FOR: **HOGAN DESIGN & CONSTRUCTION**

DRAWN BY: JC DATE OF FIELD WORK: 03/02/15 SCALE: 1" = 20' FIELD NO. - PAGE: 335-31 PROJECT NO: 26835



LEFT ELEVATION
SCALE: 1/4" = 1'-0"

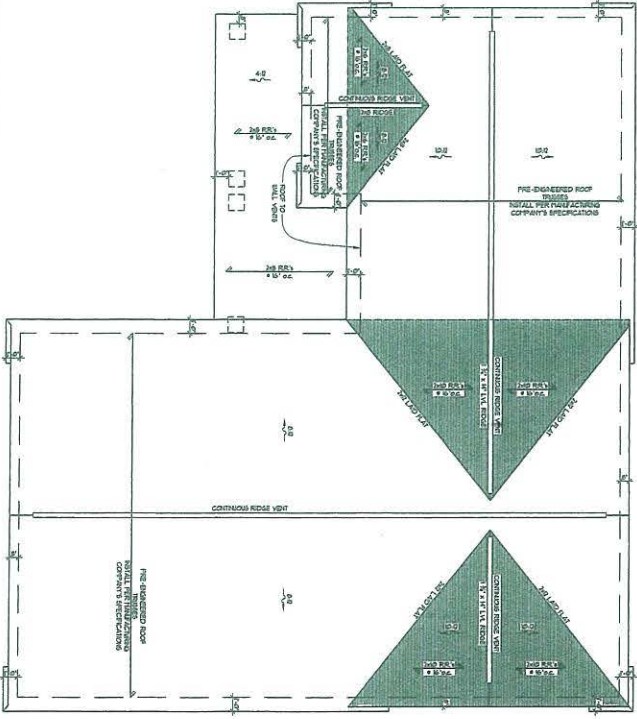
FOR THE USE OF THE ARCHITECT:
ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
ALL DIMENSIONS TO BE SHOWN ON THIS DRAWING SHALL BE THE FINAL DIMENSIONS.
ALL DIMENSIONS TO BE SHOWN ON THIS DRAWING SHALL BE THE FINAL DIMENSIONS.



FRONT ELEVATION
SCALE: 1/4" = 1'-0"

FOR THE USE OF THE ARCHITECT:
ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
ALL DIMENSIONS TO BE SHOWN ON THIS DRAWING SHALL BE THE FINAL DIMENSIONS.
ALL DIMENSIONS TO BE SHOWN ON THIS DRAWING SHALL BE THE FINAL DIMENSIONS.

ROOF PLAN
SCALE: 1/4" = 1'-0"



ADDITION & REMODELING FOR:
CURTIS & CATIE CASTILLO
520 OLIVE STREET
HOFFMAN ESTATES, ILLINOIS 60169

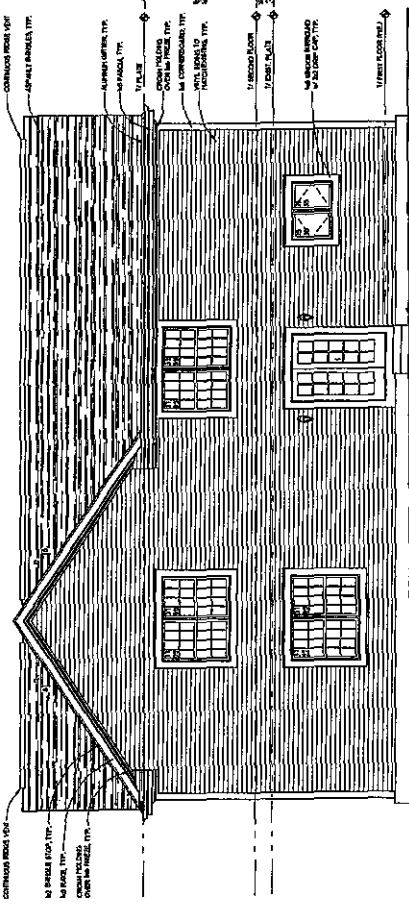
TIM NELSON ARCHITECT, LTD.
Custom Homes • Additions • Remodeling

| | |
|-------------------|-----------------------------|
| Project No. | 102 |
| Client | Hoffman Estates, IL |
| Architect | T.M. NELSON ARCHITECT, LTD. |
| Contractor | JOHN J. ... |
| Interior Designer | JOHN J. ... |
| Photographer | JOHN J. ... |
| Model Maker | JOHN J. ... |
| Printer | JOHN J. ... |
| Scale | 1/4" = 1'-0" |

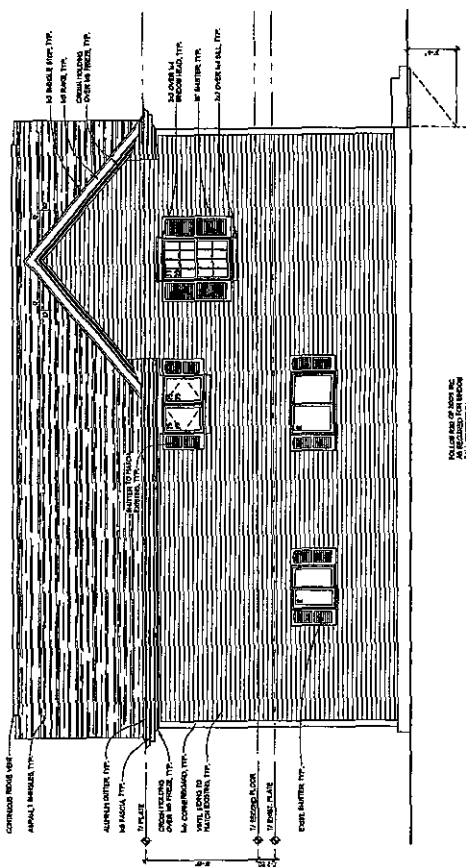
T.M. NELSON ARCHITECT, LTD.
 Custom Homes • Additions • Remodeling
 1000 North ...
 Hoffman Estates, IL 60139
 Tel. (815) 881-1234
 Fax (815) 881-1234

ADDITION & REMODELING FOR:
CURTIS & CATIE CASTILLO
 520 OLIVE STREET
 HOFFMAN ESTATES, ILLINOIS 60139

| | |
|---------|-----|
| Sheet | 5 |
| Of | 8 |
| Project | 102 |



REAR ELEVATION
 SCALE: 1/4" = 1'-0"



RIGHT ELEVATION
 SCALE: 1/4" = 1'-0"

NO PORTION OF THIS SET
 TO BE REPRODUCED OR
 TRANSMITTED IN ANY
 FORM OR BY ANY MEANS
 WITHOUT THE WRITTEN
 PERMISSION OF THE
 ARCHITECT.

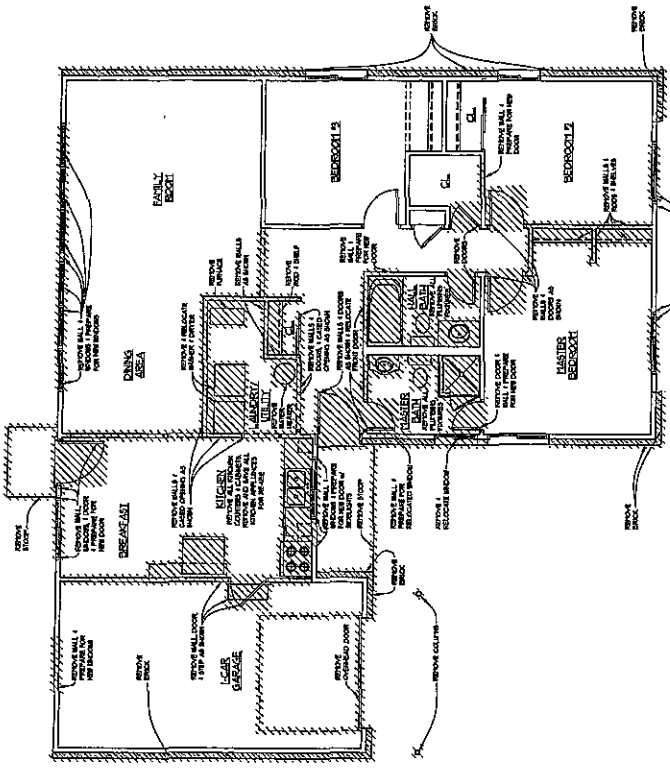
| | |
|------------------|---|
| Project No. | 1001 |
| Sheet No. | 2 |
| Client | HANNA |
| Client Address | 520 OLIVE STREET CURTIS & CATE CASTLE HOFFMAN ESTATES, ILLINOIS 60163 |
| Contract No. | 10003 |
| Design Architect | TIM NELSON ARCHITECT, LTD. |
| Design Date | 10/10/63 |

Tim Nelson Architect, Ltd.
Custom Homes - Additions - Remodeling
431 North Central Expressway
Suite 200
Chicago, Illinois 60610

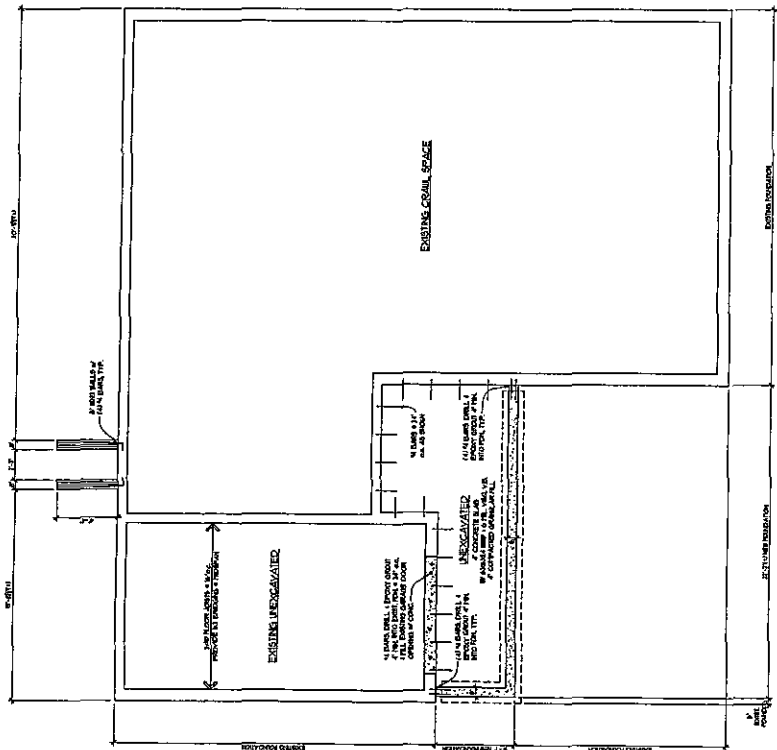
ADDITION & REMODELING FOR
CURTIS & CATE CASTLE
HOFFMAN ESTATES, ILLINOIS 60163

DEMOLITION WALL
FOUNDATION PLAN

| | |
|-------|---|
| Sheet | 2 |
| Of | 8 |



FIRST FLOOR DEMOLITION PLAN
SCALE: 1/4" = 1'-0"



FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

Existing Property



NOTICE OF PUBLIC HEARING
Notice is hereby given that the Planning and Zoning Commission of the Village of Hoffman Estates will hold a public hearing at the request of Curtis and Calie Castillo (Owner) to consider a variation under the Zoning Code to permit the expansion of a house on the property located at 520 Olive Street.

P.I.N. : 07-16-414-011
The hearing will be held on Wednesday, April 1, 2015 at 7:00 p.m. in the Hoffman Estates Municipal Building, 1900 Hassell Road, Hoffman Estates, IL.
Eva Combs, Chairperson
Planning and Zoning Commission
Published in Daily Herald
March 17, 2015 (4401206)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Algonquin, Antioch, Arlington Heights, Aurora, Barrington, Barrington Hills, Lake Barrington, North Barrington, South Barrington, Bartlett, Batavia, Buffalo Grove, Burlington, Campton Hills, Carpentersville, Cary, Deer Park, Des Plaines, South Elgin, East Dundee, Elburn, Elgin, Elk Grove Village, Fox Lake, Fox River Grove, Geneva, Gilberts, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Island Lake, Kildeer, Lake Villa, Lake in the Hills, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Long Grove, Mt. Prospect, Mundelein, Palatine, Prospect Heights, Rolling Meadows, Round Lake, Round Lake Beach, Round Lake Heights, Round Lake park, Schaumburg, Sleepy Hollow, St. Charles, Streamwood, Tower Lakes, Vernon Hills, Volo, Wauconda, Wheeling, West Dundee, Wildwood, Sugar Grove, North Aurora

County(ies) of Cook, Kane, Lake, McHenry and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published March 17, 2015 in said **DAILY HERALD**.

IN WITNESS WHEREOF, the undersigned, the said **PADDOCK PUBLICATIONS, Inc.**, has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

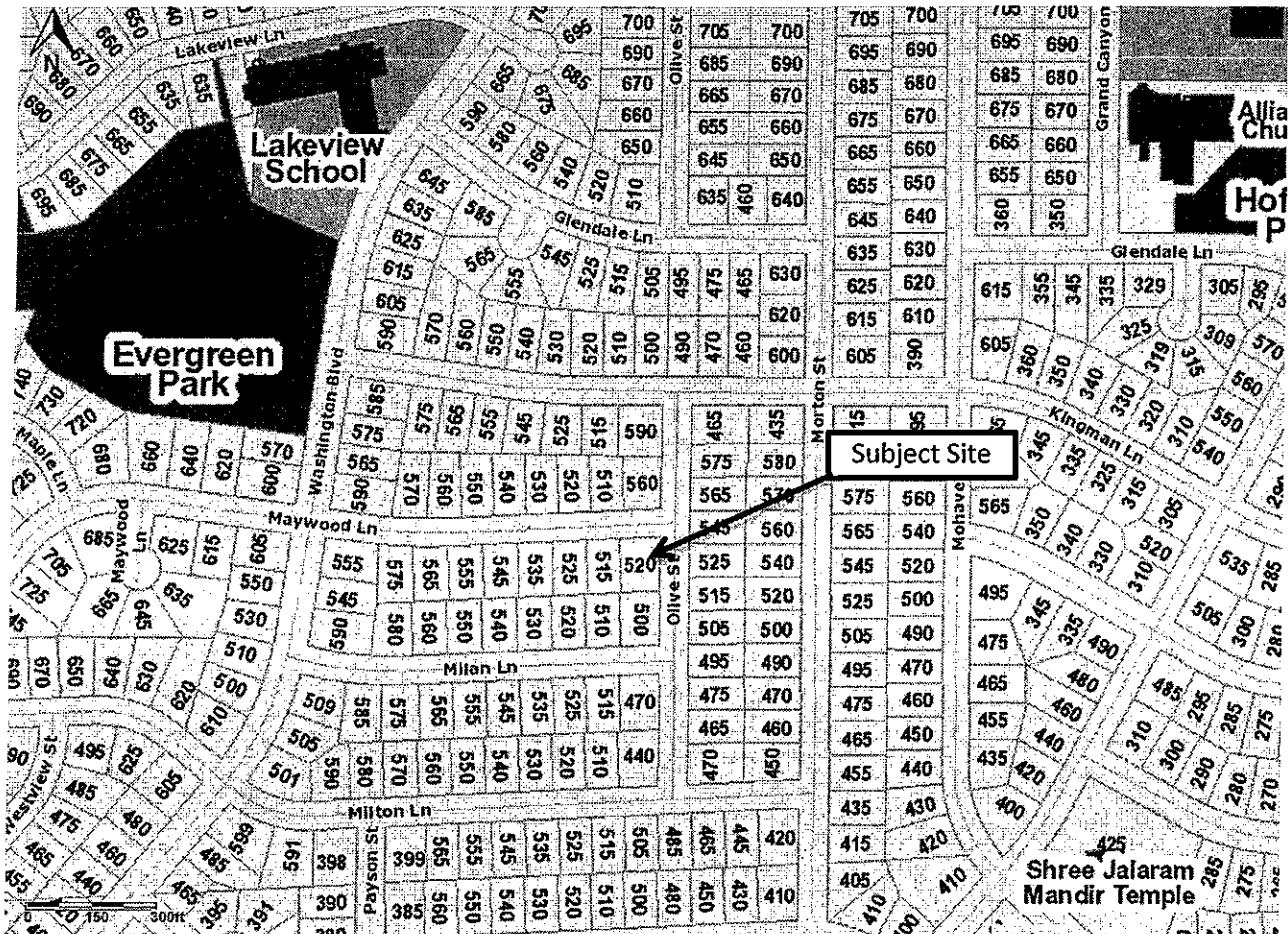
PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Daula Baltz
Authorized Agent

Control # 4401206

520 Olive Street

P.I.N. 07-16-414-011



March 2015
Village of Hoffman Estates
Planning Division



520 Olive Street



OLIVE ST



0 12.5 25 Feet



Planning Division
Village of Hoffman Estates
March 2015



CORPORATE
DESIGN + DEVELOPMENT
GROUP, LLC

2675 Pratum Avenue
Hoffman Estates, IL 60192
224.293.6960 Office
224.293.6966 Fax

April 3rd, 2015

ATTN: Jim Donahue
Senior Planner
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60169

RE: Burger King, SEC Barrington & Higgins, Master Sign Plan amendment:

Dear Mr. Donahue:

Please accept this letter as official request to be removed from the April 6, 2015 Village Board meeting agenda. The reason for the removal is to allow for an alternate design to be presented to staff for review.

Please feel free to call with any questions or comments.

Thank you for your time.

Sincerely

Christian Kalischefski LEED AP
CORPORATE DESIGN + DEVELOPMENT GROUP, LLC



VILLAGE OF HOFFMAN ESTATES
PLANNING AND ZONING COMMISSION
FINDING OF FACT

PROJECT NO.: 2015012P

VILLAGE BOARD MEETING DATE: APRIL 6, 2015

PETITIONER(S): GILL PROPERTIES, LLC (CONTRACT PURCHASER)

PROJECT ADDRESS: 2599 W HIGGINS RD

ZONING DISTRICT: R-3, ONE FAMILY RESIDENTIAL

(SEC BARRINGTON & HIGGINS)

Does the Planning and Zoning Commission find that this request meets the Standards for a Variation (Section 9-1-15 of the Zoning Code)? YES NO

Recommendation: DENIAL

Roll Call Vote: 3 Ayes, 7 Nays, 1 Absent

PZC MEETING DATE: APRIL 1, 2015

STAFF ASSIGNED: JIM DONAHUE

Request by Gill Properties, LLC (Contract Purchaser) for a Master Sign Plan Amendment allowing a second monument sign (10.5' tall, 56.4 square foot monument sign with a message board) for the property located at the southeast corner of Barrington Road & Higgins Road, subject to the following condition:

- 1. Approval is based on the Amended Master Sign Plan authored by Village Staff dated 4/1/15, which includes two (2) ground signs.**

FINDING

The Planning & Zoning Commission heard from the petitioner's consultant regarding the proposed Burger King Master Sign Plan Amendment for the recently approved restaurant planned at the southeast corner of Barrington Road & Higgins Road.

The consultant stated that an additional monument sign was needed to let people traveling northbound on Barrington Road know the Burger King was there. The petitioner's consultant said that due to posted speeds on Barrington Road and the odd shape of the property, the second sign was needed. He stated that people will not recognize the restaurant in time to safely turn into the site.

Staff indicated that an additional sign for this small site (1/2 acre) is unprecedented and that an additional monument sign is typically only allowed for larger shopping center sites. It was pointed out by staff that the property sits higher than the surrounding land to the south and east, allowing the building and site to enjoy a high level of visibility from adjacent roads. The Commission also learned that the adjacent restaurants (Chili's, Macaroni Grill, and Steak 'n Shake) and gas station (BP) to the south and across the street all have one monument sign and are located on larger sized parcels. Staff reminded the Commission that the previously approved Master Sign Plan allows site entry signs with business logos and name and also allows wall signage on all four sides of the building.

The commission considered the goals that a Master Sign Plan should achieve as outlined in the Zoning Code (listed below) and felt the second sign was unwarranted and did not meet the goals for a Master Sign Plan Amendment.

- Result in architecture and graphics of a scale appropriate for the subject development and the surrounding area;
- Provide signage consistent with the site plan and architecture of the project;
- Avoid visual clutter;
- Allow visitors, employees, and consumers to readily identify the business entrances, while addressing the community's need for attractive, unobtrusive architecture and commercial graphics; and
- Result in a unified theme of signage for the project.

By a vote of 7-3, the Commission recommended against approval of the Master Sign Plan Amendment.

AUDIENCE COMMENTS

None.

PLANNING AND ZONING COMMISSIONERS

| | |
|-------------------------------|----------------|
| Chairperson Eva Combs | Diane Lawrence |
| Vice-Chairman Steve Caramelli | Greg Ring |
| Sharron Boxenbaum | Nancy Trieb |
| Lenard Henderson | Steve Wehofer |
| Myrene Iozzo | Denise Wilson |
| Thomas Krettler | |

ROLL CALL VOTE

3 Ayes (Boxenbaum, Krettler, Trieb)
7 Nays
1 Absent (Wilson)

MOTION FAILED

The following attachments are hereby incorporated as part of this Finding of Fact:

Staff Report
Petitioner Applications
Project Narrative



VILLAGE OF HOFFMAN ESTATES
PLANNING AND ZONING COMMISSION
STAFF REPORT

PROJECT NO.: 2015012P

PROJECT NAME: BURGER KING RESTAURANT

PROJECT ADDRESS/LOCATION: SOUTHEAST CORNER BARRINGTON RD & HIGGINS RD

PUBLIC HEARING YES NO

REZONING MASTER SIGN PLAN AMENDMENT SPECIAL USE VARIATION

PRELIMINARY & FINAL SITE PLAN PRELIMINARY & FINAL PLAT

MEETING DATE: APRIL 1, 2015

STAFF ASSIGNED: JIM DONAHUE

REQUESTED MOTION

Approval of a request by Gill Properties, LLC (Contract Purchaser) for a Master Sign Plan Amendment allowing second monument sign (10.5' tall, 56.4 square foot monument sign with a message board) for the property located at the southeast corner of Barrington Road & Higgins Road.

INCLUDES RECOMMENDED CONDITIONS YES NO

| | | |
|--------------------------|---|----------------------------------|
| ACRES: .52 (APPROXIMATE) | ZONING DISTRICT: B-2, Community Business District | |
| ADJACENT | NORTH: BP Gas Station, Zoned B-2 | SOUTH: Macaroni Grill, Zoned B-2 |
| PROPERTIES: | EAST: Macaroni Grill, Zoned B-2 | WEST: Forest Preserve, Zoned FP |

BACKGROUND

The subject property is a former Shell Gas Station that ceased operations in 2010. A Burger King Restaurant was approved for the site by the Village Board on December 15, 2014. The Master Sign Plan that was reviewed by the Planning & Zoning Commission on November 19, 2014 and approved by the Village Board at the December 15, 2014 meeting included one monument sign. At the Planning & Zoning Commission meeting, the petitioner discussed the possibility of allowing an additional monument sign. The Commission discussed the second sign and was of the opinion that it wasn't warranted.

MASTER SIGN PLAN AMENDMENT

A Master Sign Plan Amendment has been proposed by the petitioner to allow the inclusion of an additional monument sign. The previously approved monument sign and this additional sign would both have electronic message boards. The petitioner has stated that due to the unique shape of the lot, an additional monument sign is warranted.

To alleviate one of staff's earlier comments with the sign when the project was originally approved, the petitioner is proposing to locate the sign on the north side of the vehicular entrance to the site off Barrington Road to lessen visual obstruction to oncoming traffic.

Although the sign has been moved, the same issues raised with the second monument sign at the November 19, 2014 Planning & Zoning Commission hearing remain with the property:

1. The property sits higher than the surrounding land to the south, allowing the building and site to enjoy a high level of visibility from adjacent roads.
2. Due to the small size of the parcel (approximately ½ acre), the additional sign is excessive. Approvals for more than one ground sign on a property have only occurred for much larger properties, such as shopping centers.
3. The adjacent restaurants to the south and across the street all have one monument sign and are located on larger sized parcels.
4. The previous gas station that occupied the site was in business for numerous years with one monument sign.
5. The previously approved Master Sign Plan allows site entry signs with business logo and name and also allows wall signage on all four sides of the building.

Master Sign Plan Standards

Section 9-3-8-M-12 of the Zoning Code requires that in instances where the Zoning Code cannot be strictly followed, that the owner may propose a Master Sign Plan to accommodate the signs on the property and to set standards and restrictions on the signs. The Village requires a Master Sign Plan in lieu of sign variations except where a Master Sign Plan is not feasible or warranted (for a very minor request where a variation is deemed acceptable to request). The Zoning Code lists the goals that a Master Sign Plan should achieve as follows:

- Result in architecture and graphics of a scale appropriate for the subject development and the surrounding area;
- Provide signage consistent with the site plan and architecture of the project;
- Avoid visual clutter;
- Allow visitors, employees, and consumers to readily identify the business entrances, while addressing the community's need for attractive, unobtrusive architecture and commercial graphics; and
- Result in a unified theme of signage for the project.

Petitioners are encouraged to take a comprehensive approach to each master sign plan proposal because the plan will provide guidelines for signs that are desired both today, and into the future. The Plan functions as a "mini-sign code" for the property. The creation of a Master Sign Plan involves merging and considering several perspectives, including:

Meeting Date: April 1, 2015

- Current Code requirements.
- Prior variation history on the subject property, as well as similar properties.
- Existing signage on the property.
- Specific current signage requests by the property owner.
- Likely possible signage requests in the future (consider the type use of the property and its location).
- Unique characteristics of the subject property.

PLANNING STAFF COMMENTS

The approved site plans show a finished floor elevation for the building of 812.70 with a building height of 20'. The adjacent land to the south and east has an elevation of 798 and slopes downward to the east and south. Additionally the elevation of Barrington Road is 804 where it is adjacent to Steak and Shake (see topography exhibit in packet). This all indicates that the site will enjoy a level of visual prominence when compared to adjacent sites. Additionally, the building is unique in architecture and combined with the current Master Sign Plan allowances for wall signage and entry signage with logos; it will be easily identified as a Burger King restaurant.

The petitioner's narrative states that McDonald's on Golf & Barrington has two signs, but that is not comparable to this situation as the signs they are referencing identify more than one business and were installed as part of the overall development of Walgreens, McDonald's, the former Los Fernandez building and Congo Golf. These two signs (each less than 10' in height) were approved to identify four (4) separate businesses in an eight (8) acre master planned development. The new Burger King is one small building on a single ½ acre site.

If the Commission feels that the second sign is warranted, then the Master Sign Plan would be amended to reflect an additional 10.5' tall, 56.4 square foot monument sign with a message board prior to Village Board consideration of this new proposal. The condition reflects the revised plan that would be effective pending any approval.

Staff recommends this request not be approved.

RECOMMENDATION

A. Approval of a request by Gill Properties, LLC (Contract Purchaser) for a Master Sign Plan Amendment allowing second monument sign (10.5' tall, 56.4 square foot monument sign with a message board) for the property located at the southeast corner of Barrington Road & Higgins Road, subject to the following condition:

1. Approval is based on the Amended Master Sign Plan authored by Village Staff dated 4/1/15, which includes two (2) ground signs.

Attachments: Master Sign Plan Application
 Petitioners Submittals
 Aerial Location Map



VILLAGE OF HOFFMAN ESTATES PLANNING AND ZONING GENERAL APPLICATION*

Special Use for _____ Rezoning from _____ to _____

Variation: Commercial Residential Sign

Plat (Subdivision & Others): Preliminary Final

Site Plan: Amendment Concept Preliminary Final

Master Sign Plan: Amendment

Other: _____

*** ADDENDUM MATERIALS ARE REQUIRED FOR SPECIFIC REQUESTS**

Posting of Notification Sign(s) may be required.

Specific requirements will be provided when your request is scheduled.

FOR VILLAGE USE ONLY

Hearing Fee 750⁰⁰ Check No. 4803 Date Paid 3/12/15

Project Number: 2015012 P

Staff Assigned: J. DONAHUE

Meeting Date: 4/1/15

Public Hearing: Yes No

Sign Posting Required: Yes No

Date Sign Posted N/A

PLEASE PRINT OR TYPE

Date: 2-1-2015

Project Name: Burger King - Gill Management, Inc.(Contract Purchaser)

Project Description: New 3044.48 sq ft drive-thru Restaurant & Site Improvements

Project Address/Location: SEC Higgins Rd. & Barrington Rd.

Property Index No. 7-7-100-012

Acres: 0.52 Zoning District: B2

I. Owner of Record

Kim Okoye

FCBT Holdings, Series FC Pad Holdings I, LLC

Name

Company

2247 W. Lawrence Avenue

Chicago

Street Address

City

IL 60625

847-418-3490

State

Zip Code

Telephone Number

866-740-1158

kokoye@wintrust.com

Fax Number

E-Mail Address

II. Applicant (Contact Person/Project Manager)

Ryan Triphahn

Corporate Design + Development Group, LLC.

Name

Company

2675 Pratum Ave.

Hoffman Estates

Street Address

City

IL 60192

224-293-6959

State

Zip Code

Telephone Number

224-293-6966

ryantriphahn@cdg-llc.com

Fax Number

E-Mail Address

Applicant's relationship to property: Authorized Agent to Contract Purchaser

III. Owner Consent for Authorized Representative

It is required that the property owner or his designated representative be at all requests before the Planning and Zoning Commission (PZC). During the course of the meeting, questions may arise regarding the overall site, site improvements, special conditions to be included in a PZC recommendation, etc. The representative present must have knowledge of the property and have the authority to make commitments to comply with any and all conditions included in the PZC recommendations. Failure to have the owner or designated representative present at the meeting can lead to substantial delays in the hearing process. **If the owner cannot be present at the meeting, the following statement must be signed by the owner:**

I understand the requirement for the owner or an authorized representative to be present at the meeting with full authority to commit to requests, conditions and make decisions on behalf of the owner. I hereby authorize Corporate Design + Development Group, LLC. to act on my behalf and advise that he/she has full authority to act as my/our representative.

Owner Signature

Print Name

IV. Acknowledgement(s)

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable or otherwise.
- Planning and Zoning Commission members and Village Staff often conduct inspections of subject site(s) as part of the pre-hearing review of requests. These individuals will be carrying official Village identification cards that can be shown upon request.

The Owner and Applicant, by signing this Application, certify to the correctness of the application and all submittals.

Owner's Signature: _____

Owner's Name (Please Print): _____

Applicant's Signature: _____
(If other than Owner)

Applicant's Name (Please Print): Ryan Triphahn

Date: 7-21-2014

All requests must be accompanied by the items required and all fees must be paid before the Planning and Zoning Commission can hear any case.

Please contact the Planning Division (located in the Municipal Building) with any questions:

Email: planning@hoffmanestates.org
Address: 1900 Hassell Road
Hoffman Estates, IL 60169
Phone: (847) 781-2660
Fax: (847) 781-2679

Addendums Attached:

- Special Use Master Sign Plan
 Rezoning Other _____
 Variation
 Plat
 Site Plan



VILLAGE OF HOFFMAN ESTATES PLANNING AND ZONING COMMISSION MASTER SIGN PLAN ADDENDUM

Amendment (Check if amending an Master Sign Plan)

REQUIRED SUBMITTALS:

- General Application
- The hearing fee of \$500.00 plus \$250.00 per sign type (Checks should be made payable to the Village of Hoffman Estates)
- Legal Description (Typically found on a tax bill, survey, mortgage documents or deed)
- Plat of Survey drawn to scale: ALL signs should be shown and labeled on the plat. Also show all existing improvements, e.g. buildings, etc., and distance between the property line, interior roadway(s) and the proposed sign(s).
- A narrative and graphic explanation of the following:
 - ✓ Number, location, type and placement of signs on the property;
 - ✓ Sign materials and methods of illumination; and
 - ✓ Height and size of signs and sign band areas.
- A written response addressing the following Standards for a Master Sign Plan:

The Village Board of Trustees is authorized to approve the Master Sign Plan if it is determined that implementation of the Master Sign Plan will:

 1. Result in architecture and graphics of a scale appropriate for the subject development and the surrounding area;
 2. Provide signage consistent with the site plan and architecture of the project;
 3. Avoid visual clutter;
 4. Allow visitors, employees, and consumers to readily identify the business entrances, while addressing the community's need for attractive, unobtrusive architecture and commercial graphics; and
 5. Result in a unified theme of signage for the project.



CORPORATE
DESIGN + DEVELOPMENT
GROUP, LLC

2675 Pratum Avenue
Hoffman Estates, IL 60192
224.293.6960 Office
224.293.6966 Fax

July 21st, 2014 – UPDATED Feb. 1st, 2015

MASTER SIGN PLAN WRITTEN RESPONSE

**Proposed Burger King
At 2599 West Higgins Road
FOR PLAN COMMISSION APPLICATION**

1. The proposed signage has been developed to appropriately address identification needs due to the site's specific conditions and shape, as well as take into account similar developments along Barrington and Higgins Rd. Its heights match what has been installed nearby, as well as incorporate Burger King corporate standards as best suited for the area and surrounding area as a whole. **Two monument signs will be required, as they address two completely different traffic paths. One addressing Higgins, and the other addressing Barrington Road.**
2. The proposed signage is not only scaled to integrated with the surrounding area and developments, but is also integrated into the site itself. This is achieved with similar materials used throughout which will be made up of the main building and theme's common colors and materials to create a holistic feel on site, as well as off the site from an overall perspective. **The second monument sign will not be as large as the first, so it will fit into the sight and not over display what the Burger King use.**
3. Visual clutter is avoided by similar heights, widths and similar earth toned materials for the main signs, as to not over emphasize this particular sites signs, and be equally displayed along the corridor, just as other developments are currently displaying their I.D. **Again, two monument signs will not be increase visual clutter, as they address two completely different traffic paths. One addressing Higgins, and the other addressing Barrington Road.**
4. The signage will not only add to the visual appeal of the area with high quality materials and a holistic design, but will also be readily identifiable with the extremely simple, nationally recognized brand logo (BK). This in turn will keep the public safe, and will not cause hardship while trying to identify offerings along the corridor to make decisions and maneuvers required to enter any development along the corridor. **The second sign's**

only intent will be to give clear, safe understanding of the Barrington Road entrance as to stop drivers from making quick, unsafe maneuvers to the site.

5. The theme is extremely unified with monument and wall signage of the same logo, as well as matching high quality materials at signage bases and the building as a whole. As well, on site directional signage will also follow the same theme and colors.

GMI – Burger King – Hoffman Estates, IL

Addendum to Narrative in regards to the 2nd Monument Sign - 2-1-2015

We propose a second ground sign, made of high quality materials, at the southwest corner of the site. Due to the unique nature of the site, the acute trapezoidal shape, and the site configuration, we truly have two entirely viewing angles. Users of the site will be both Destination users, as well as passer-by users, and will have an estimated 50% of customers coming from the South along Barrington. With these two major roads, and two separate viewing angles, it is warranted to need these two separate monument signs as we will show.

This second sign has been moved to the North of the Barrington Road access drive (Originally proposed to the South) to relieve concerns in regards to the sign being a safety hazard. It is now located outside of any critical views required to maintain a safe site with adequate maneuverability.

In addition to this, the site is not like your typical 90 degree corner lot, where we can place the sign at 45 degrees to each road for all directions to view the one sign. Here we have an acute trapezoidal shape where a 45 degree sign would not be capable of being seen at a reasonable angle to all directions. Up to 50% of our customers will be coming north bound on Barrington road, so it is imperative for these customers to clearly identify the site and identify the respective entrance. They will not be able to see the Higgins road sign with enough time to make the necessary maneuvers onto the site. As well, these are 45 mph roads, which will not allow adequate time for recognition of a 3 sq. ft. directional sign, or a 50 sq. ft. wall sign that a customer would have to look onsite to see as opposed to being readily available along the road.

The site is a half-acre site, but safety is the largest factor playing, this shouldn't be set by intensity, or excessiveness, it is truly warranted. The USSC, as well as the American Planners Association, have conducted in depth research to sizes of signs, as well as font size and distance required to make concise and safe

maneuvers to the site they intend to enter. Please refer to the "2nd Monument Sign exhibit" EX-1 for reference.

To add to this, these groups also hypothesize that it's sometimes small signs that cause more accidents than larger sizes, as drivers get the information more quickly from properly sized signs, and recognize it in a safe manner and timeframe, and then either discard it or use it.

A precedent set for signage at the McDonald's and other stores at the Northeast corner of Barrington Road and Golf road (~1 mile to the south of this site) allowed 2 signs, be it a larger scale, but the intent is the same, to alert drivers that this entrance will get you to McDonald's.

Per master sign plan requirements, and because of the two separate viewing angles that the unique shape of the site creates, there will not be any visual clutter, as the North bound traffic will only see the Southwest monument sign and the Higgins road traffic will only see the Higgins road monument sign. As well, traffic headed Northbound on Barrington Road are going up a hill which further puts the Higgins Road sign out of view. So this 40% of customers headed North will readily need to identify the site and the site entrance point.

The second sign will be attractive, with a masonry base to match the building, and will maintain the unified theme for the project. It will be sufficient to give viewing angles upon leaving the site, as well as allow proper angles while clearly identifying the site to those coming to the site.

So at this time, we respectfully request this second sign as an important element of the business model that will be getting up to 40% of its customers from the North bound traffic, as well two separate viewing angles created by the unique shape of the site.

June 27, 2014

Village of Hoffman Estates, IL
1900 Hassell Road
Hoffman Estates, IL 60169
847-882-9100

Attn: Mr. James Donahue:

Re: Property Located at:
SEC of Barrington Road & Higgins Road
Hoffman Estates, IL
PIN: 07-07-100-012

Dear Mr. Donahue:

As the property owner of the above referenced property, this letter is to inform you that FCBT Holding, LLC Series FC PAD Holdings I, an Illinois limited liability company ("Owner"), grants permission to Gill Properties, LLC, an Illinois limited liability company ("Contract Purchaser"), and Contract Purchaser's consultant, Corporate Design + Development Group, LLC, an Illinois limited liability company ("Consultant") contact: Ryan Triphahn, AIA, Project Architect, to make necessary submittals to the Planning and Zoning Division for the above referenced property.

We are able to discuss or answer any questions at any time.

For your convenience, we provide the following contact information for the Owner, Contract Purchaser and Consultant:

To the Owner: FCBT Holdings, Series FC Pad Holdings I, LLC
2247 W. Lawrence Avenue
Chicago, IL 60625
Attention: Kim Okoye
kokoye@wintrust.com

With a copy to: Crowley & Lamb, P.C.
221 N. LaSalle Street, Suite 1550
Chicago, IL 60601
Attention: James M. Crowley, Esq.
jcrowley@crowleylamb.com

To the Contract Purchaser: Gill Properties, LLC
440 South 3rd Street, Suite 205,
St. Charles, Illinois 60174
Attention: William L. Gill
wlgill@sbcglobal.net

With a copy to:

Rieck and Crotty, P.C.
55 West Monroe Street, Suite 3625
Chicago, IL 60603
Attn: Ronald P. Duplack, Esq.
rduplack@rieckcrotty.com

To the Consultant:

Corporate Design + Development Group, LLC
2675 Pratum Avenue
Hoffman Estates, Illinois 60192
Attention: Ryan Triphahn, AIA
ryantriphahn@cdg-llc.com

Respectfully submitted,

FCBT HOLDINGS, LLC, SERIES FC PAD
HOLDINGS I, an Illinois limited liability company

By: 

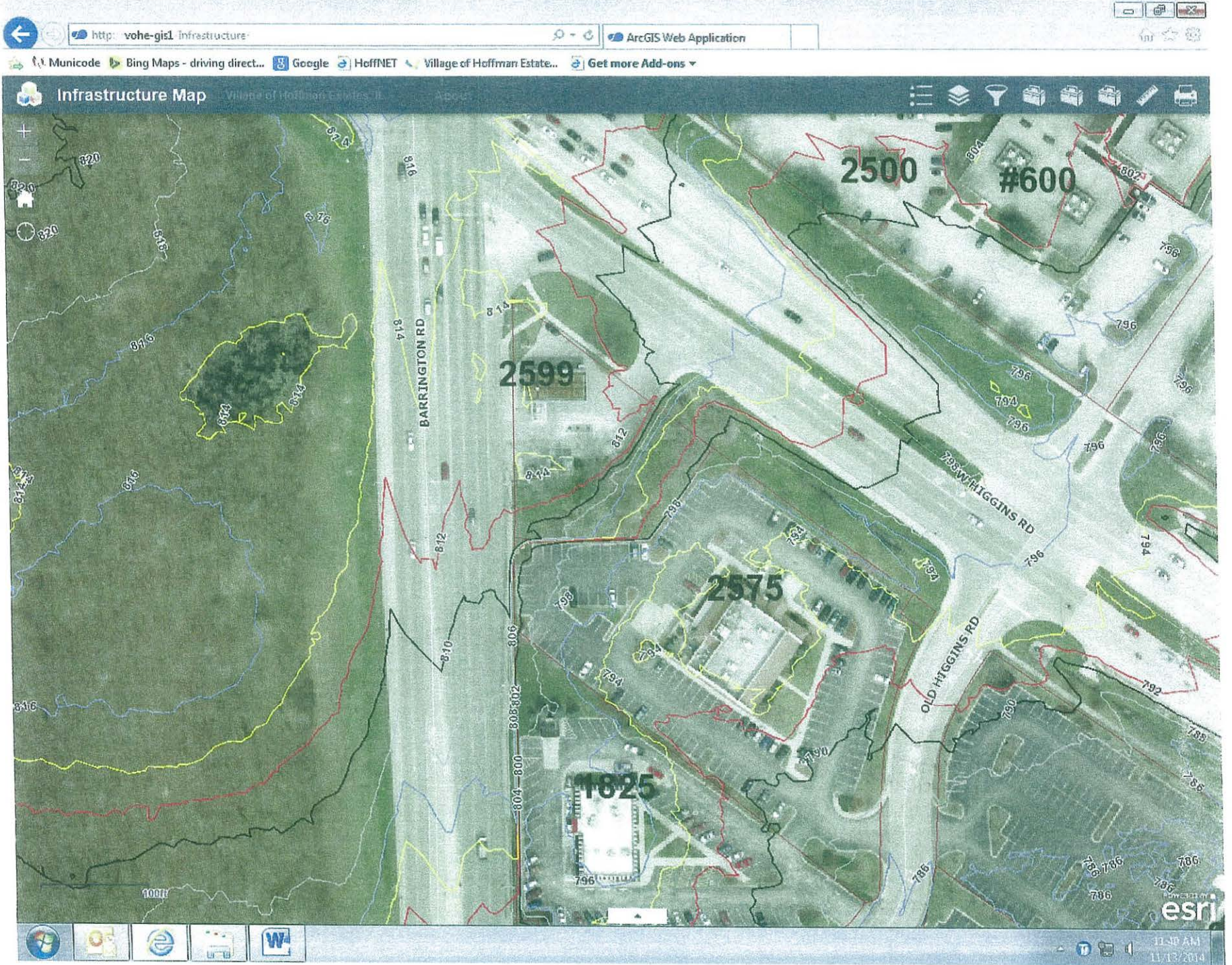
Its: SVP of Member

PARCEL DESCRIPTION

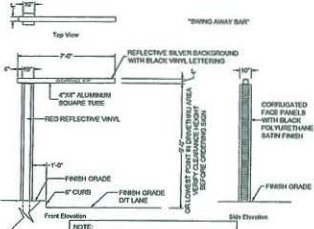
THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS BEGINNING AT A POINT 50.00 FEET EAST (AS MEASURED AT RIGHT ANGLES THERETO) FROM THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER, SAID POINT OF BEGINNING LYING 404.24 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER AND BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF BARRINGTON ROAD AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD (ROUTE NO. 72); THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID HIGGINS ROAD, 94.36 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 9968.18 FEET A DISTANCE OF 160.64 FEET; THENCE SOUTHWESTERLY, A DISTANCE OF 99.56 FEET TO A POINT ON A LINE DRAWN 150.00 FEET EAST OF AND AT RIGHT ANGLES TO THE EAST RIGHT-OF-WAY LINE OF BARRINGTON ROAD AT A POINT LYING 240.00 FEET SOUTH FROM THE POINT OF BEGINNING; THENCE WEST 150.00 FEET ON SAID LINE DRAWN AT RIGHT ANGLES TO THE SAID EAST RIGHT-OF-WAY LINE OF BARRINGTON ROAD TO SAID POINT LYING 240.00 FEET SOUTH FROM THE POINT OF BEGINNING; THENCE NORTH ON SAID EAST RIGHT-OF-WAY LINE OF BARRINGTON ROAD, A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING, ALL IN SCHAUMBURG TOWNSHIP, IN COOK COUNTY, ILLINOIS.

(EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST FRACTIONAL QUARTER OF SECTION 7; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 12 MINUTES 38 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 7, AFORESAID, 123.213 METERS (404.24 FEET); THENCE NORTH 89 DEGREES 47 MINUTES 22 SECONDS EAST, 15.240 METERS (50.00 FEET) TO THE EAST RIGHT-OF-WAY LINE OF BARRINGTON ROAD (SAID POINT BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF BARRINGTON ROAD AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD) AND FOR A POINT OF BEGINNING; THENCE SOUTH 52 DEGREES 42 MINUTES 56 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD, A DISTANCE OF 23.165 METERS (76.00 FEET); THENCE SOUTH 55 DEGREES 05 MINUTES 54 SECONDS WEST, 10.861 METERS (35.63 FEET); THENCE SOUTH 00 DEGREES 12 MINUTES 38 SECONDS EAST, 52.869 METERS (173.45 FEET) TO THE GRANTOR'S SOUTH LINE; THENCE SOUTH 89 DEGREES 47 MINUTES 22 SECONDS WEST ALONG SAID GRANTOR'S SOUTH LINE, 9.449 METERS (31.00 FEET) TO THE EAST RIGHT-OF-WAY LINE OF BARRINGTON ROAD AFORESAID; THENCE NORTH 00 DEGREES 12 MINUTES 38 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF BARRINGTON ROAD, 73.151 METERS (240.00 FEET) TO THE POINT OF BEGINNING).

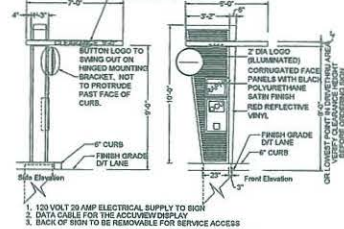
EXISTING TOPOGRAPHY - VILLAGE OF HOFFMAN ESTATES – 11/19/14



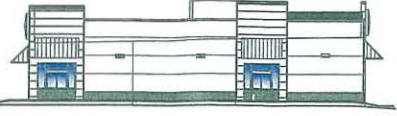
D CLEARANCE BAR
A003 SCALE: 1/4" = 1'-0"



E OCU
A003 SCALE: 1/4" = 1'-0"



F WEST ELEVATION
A003 SCALE: 1/4" = 1'-0"

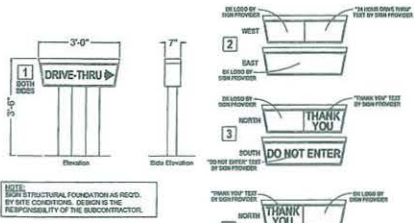
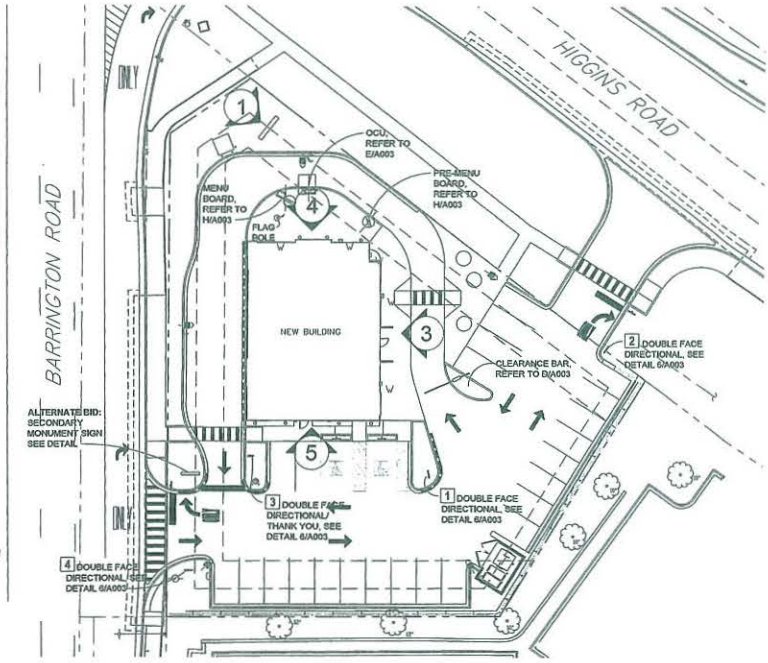


5 SOUTH WALL-MOUNTED SIGN
A003 SCALE: 1/4" = 1'-0"



| SIGNAGE KEY | |
|--|---|
| 1 | GROUND SIGN - 32'-0" OVERALL HEIGHT & 19'-4" OVERALL WIDTH AT BASE. 81.20 SQ FT MASONRY ILLUMINATED SIGN WITH ELECTRONIC MESSAGE. SEE DETAIL THIS SHEET. FULL SQUARE FOOTAGE OF STRUCTURE & SIGNAGE = 178.20 SQ FT |
| 2 | ALTERNATE BID: SECONDARY GROUND SIGN - 14'-0" OVERALL HEIGHT & 5'-0" OVERALL WIDTH AT BASE. 38.10 SQ FT MASONRY ILLUMINATED SIGN WITH ELECTRONIC MESSAGE. SEE DETAIL THIS SHEET. FULL SQUARE FOOTAGE OF STRUCTURE & SIGNAGE = 66.40 SQ FT |
| 3 | CANOPY-MOUNTED SIGN - "HOME OF THE WHOPPER" 27.89 SQ FT SIGN. SEE SHEET A001 |
| 4 | WALL-MOUNTED SIGN - 8' DIA. ROUND (28.27 SQ FT) "BURGER KING" SIGN. SEE SHEET A001 |
| 5 | WALL-MOUNTED SIGN - 8' DIA. ROUND (28.27 SQ FT) "BURGER KING" SIGN. SEE SHEET A001 |
| 6 | DIRECTIONAL SIGNAGE - FOUR (4) SIGNS @ 2.82 SQ FT EACH = 11.28 SQ FT. SEE DETAIL 01A003 |
| TOTAL SIGNAGE AREA (SIGNAGE ONLY) = 205.69 SQ FT * DOES NOT INCLUDE THE ALTERNATE BID SIGNAGE TOTAL LOT STREET FRONTAGE = 287'-10.9" | |

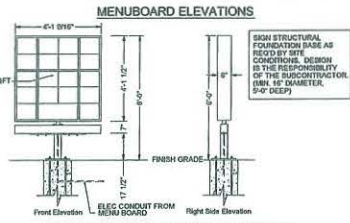
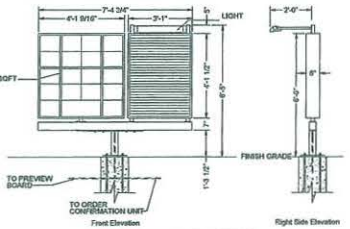
A SIGNAGE PLAN
A003 SCALE: 1" = 20'-0"



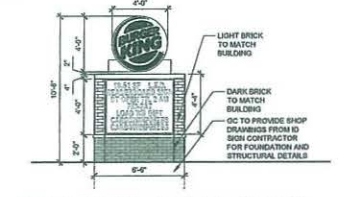
6 TYPICAL DIRECTIONAL SIGNAGE
A003 SCALE: 1/2" = 1'-0"



1 GROUND SIGN
A003 SCALE: 1/4" = 1'-0"



H MENU BOARD & PRE-MENU BOARD
A003 SCALE: 3/8" = 1'-0"



2 ALTERNATE BID: SECONDARY GROUND SIGN
A003 SCALE: 1/4" = 1'-0"

DATE: 11-13-2014
BY: AS SHOWN
SCALE: AS SHOWN
DRAWN: RT
CHECK: CK
JOB: 014029
SHEET: A003

REVISIONS

CORPORATE DESIGN & DEVELOPMENT GROUP, LLC
1000 W. BARRINGTON ROAD, SUITE 100
BARRINGTON, ILLINOIS 60015
TEL: 847.381.1100
WWW.CDDGROUP.COM

BURGER KING NEW BUILD
GILL MANAGEMENT, INC.
SEC BARRINGTON RD. & HIGGINS RD.
HOFFMAN ESTATES, ILLINOIS 60169

MASTER SIGNAGE PLAN

START DATE: 8-13-2014
SCALE: AS SHOWN
DRAWN: RT
CHECK: CK
JOB: 014029
SHEET: A003

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ADDITIONAL BUSINESS

ORDINANCE NO. _____ - 2015

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE APPROVING
A CLASS "I" LIQUOR LICENSE FOR
DASBIER GARDEN, LLC, HOFFMAN ESTATES, ILLINOIS

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 a Class "I" Liquor License, created by Ordinance No. 4466-2015, is issued to Dasbier Garden, LLC, pursuant to approval by the Hoffman Estates Liquor Commission on April 6, 2015.

Section 2: That the Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 3: That 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

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2015.

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING SECTIONS 8-2-1, 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) | |
| 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 Laundry Machines | 50.00 (plus \$3/unit) |
| Laundry Vehicles | 40.00 (per vehicle) |
| Motor Vehicle Repair Shops | 65.00 |
| 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 |
| 10,000 | to | 29,999 |
| 30,000 | to | 99,999 |
| 100,000 | to | 499,999 |
| 500,000 | or greater | |
| | | \$ 10.00 |
| | | 55.00 |
| | | 115.00 |
| | | 325.00 |
| | | 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 |
| Residential Rental Property License | | 150.00 |
| Individual Unit within Licensed Building | | 75.00 |
| 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. 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 8-7-1, 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 3: 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 4: 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, and not otherwise licensed hereunder as an automobile sales lot.

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, as amended) and grey market vehicles (625 ILCS 5/1-124.1, as amended). No sales of junk vehicles whatsoever (625 ILCS 5/1-134.1, as amended) 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 5: 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 \$1,680,000, or January 1, 2022, unless otherwise amended, 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.

A. 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.

B. 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 with 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 6: The Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 7: 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

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2015.

VILLAGE OF HOFFMAN ESTATES

**A RESOLUTION AUTHORIZING APPROVAL OF AN
ECONOMIC INCENTIVE AGREEMENT BETWEEN
ADESA ILLINOIS, LLC AND THE VILLAGE OF HOFFMAN ESTATES**

WHEREAS, it is in the best interests of the Village of Hoffman Estates to enter into an Economic Incentive Agreement with Adesa Illinois, LLC for a proposed Wholesale Vehicle Auction House located at 2785 Beverly Road, Hoffman Estates.

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 President and Village Clerk are duly authorized to execute an Economic Incentive Agreement, attached as Exhibit "A", between Adesa Illinois, LLC. and the Village of Hoffman Estates for a proposed Wholesale Vehicle Auction House located at 2785 Beverly Road, Hoffman Estates.

Section 2: 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

**ECONOMIC INCENTIVE AGREEMENT
BETWEEN THE
VILLAGE OF HOFFMAN ESTATES AND ADESA ILLINOIS, LLC**

THIS ECONOMIC INCENTIVE AGREEMENT (this "Agreement") is entered into as of this ____ day of April 2015, by and between the Village of Hoffman Estates, an Illinois municipal corporation (the "Village"), and ADESA Illinois, LLC, an Illinois limited liability company ("ADESA").

WITNESSETH:

WHEREAS, ADESA is contract purchaser of a parcel of land west of Beverly Road and north of Prairie Stone Parkway, Hoffman Estates, IL (the "Property", as more particularly described in Exhibit A attached hereto and made a part hereof); and

WHEREAS, ADESA will purchase and develop approximately sixty-five (65) acres of commercial land west of Beverly Road and north of Prairie Stone Parkway for the initial development phase ("Phase I"); and

WHEREAS, ADESA has options to purchase additional acreage contiguous to the Property; and

WHEREAS, ADESA desires to undertake site and building improvements (as more particularly described in the site plan dated March 12, 2015, prepared by Kimley-Horn, and attached hereto as Exhibit B); and

WHEREAS, ADESA expects to conduct up to seventy-five thousand (75,000) or more yearly wholesale vehicle transactions; and

WHEREAS, that the Property is currently vacant and has been vacant for more than a year prior to the date of the Agreement; and

WHEREAS, that development of the Property will create employment opportunities within the Village, bringing an expected 150 new full time and 100 new part-time jobs to the Village; and

WHEREAS, that development of the Property is expected to bring 25,000 customers to the facility annually, many of whom will patronize other businesses in Hoffman Estates; and

WHEREAS, that development of the Property will enhance Village revenues, as well as the Village's tax base; and

WHEREAS, ADESA meets high standards of credit worthiness and has the financial strength and ability to successfully use and develop the Property pursuant to the Agreement and

applicable Village codes and standards by using its own equity to finance more than 10% of the total project costs; and

WHEREAS, development of the property will strengthen the commercial sector of the Village; and

WHEREAS, that after full consideration of all planning, development, economic, fiscal and land use issues affecting the use and development of the Property, it is in the best interest of the Village to enter into the Agreement; and

WHEREAS, the expansion of the tax base and infusion of money into the local economy are public benefits for which the expenditure of funds is proper; and

WHEREAS, to facilitate the construction of the Facility, the Village commits to payment to ADESA of the amounts attributable to unique circumstances herein provided; and

WHEREAS, development of the Property will serve to further the development of adjacent property and make the adjacent property more attractive to other complementary companies and tenants that will also enhance employment opportunities and Municipal revenues; and

WHEREAS, the retailers occupation tax does not apply to wholesale transactions; and

WHEREAS, ADESA agrees to a wholesale vehicle transaction tax of seven dollars (\$7.00) per transaction to be payable by the purchaser in such transaction, subject to potential reduction to five dollars (\$5.00) per transaction as set forth herein; and

WHEREAS, ADESA will incur extraordinary costs related to Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) Connection Fees and has requested Village assistance in the form of certain tax revenue sharing; and

WHEREAS, it is anticipated that ADESA will generate substantial Wholesale Vehicle Tax revenue; and

WHEREAS, absent participation by the Village pursuant to this Agreement, the Facility would not have been constructed within the Village.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, agreements, covenants, and undertakings set forth herein, the parties hereto agree as follows:

1. Incorporation of Preambles. The parties hereby adopt the recitals contained in the preambles as provisions of this Agreement and find the same to be true and correct.
2. Definitions.

A. Wholesale Vehicle Tax. For the purposes of this Agreement, the use of the term "Wholesale Vehicle Tax" shall mean a tax imposed on the purchase of a vehicle at wholesale within the Village of Hoffman Estates at the flat rate of seven dollars (\$7.00) per vehicle and payable by the purchaser, subject to potential reduction to a flat rate of five dollars (\$5.00) per vehicle as set forth herein.

B. Revenue Year. For the purposes of this Agreement, "Revenue Year" shall mean the twelve (12) month period commencing January 1 and ending December 31 in each calendar year.

3. Economic Incentives.

A. Facility. It is understood by the parties that ADESA's operations at the Property will generate revenue in the form of Wholesale Vehicle Tax revenue.

B. ADESA Representation. ADESA represents, warrants, and covenants that it will comply in all material respects with the Wholesale Vehicle Tax adopted by the Village (Ordinance #_____-2015).

C. Wholesale Vehicle Tax Incentive. The Village shall remit to ADESA on an annual basis two dollars (\$2.00) per vehicle of the Wholesale Vehicle Tax actually collected by the Village (the "Incentive"). Such Incentive shall be remitted to ADESA until such time as the MWRDGC Connection Fees actually paid to MWRDGC for property development by ADESA has been remitted to ADESA. Should ADESA proceed with subsequent phases of development (approximately 29 acres ("Phase II") and 42 acres ("Phase III"), respectively), and should the MWRDGC Connection Fees be assessed, the Village shall remit two dollars (\$2.00) per vehicle of the Wholesale Vehicle Tax collected by the Village to ADESA until such time as ADESA is fully reimbursed for all MWRDGC Connection Fees paid by ADESA. Notwithstanding any provision contained in this Agreement to the contrary, (i) remittance of the Incentive will end and no further payments will be made by the Village upon termination of this Agreement, and (ii) at such time as the remittance or Incentive is no longer payable to ADESA hereunder, the Wholesale Vehicle Tax shall be reduced to a flat rate of five dollars (\$5.00) per vehicle for the balance, if any, of the term of this Agreement.

D. Payment. On or before April 1 of each year, the Village shall pay upon the receipt of sales records from the ADESA, the applicable Incentive payment to ADESA for the immediately preceding Revenue Year. ADESA shall release information, as reasonably required by the Village relating to the Wholesale Vehicle Tax for the subject Revenue Year. Notwithstanding the terms of this Section 3(D), the Village agrees to pay ADESA the applicable Incentive. Payment will end upon termination of this Agreement.

4. Vehicle Sales and Wholesale Tax Reports. ADESA shall report all vehicle transactions and the Wholesale Vehicle Taxes monthly in accordance with Village Ordinance #_____-2015.

5. No Guarantee. The parties acknowledge and agree that none of the terms, conditions, or provisions of this Agreement shall be construed, deemed, or interpreted as either (1) a guarantee that the Village will receive any Wholesale Vehicle Taxes as a result of the operation of the development on the Property, or (2) a requirement or obligation by ADESA to develop the Property and generate Wholesale Vehicle Tax from the Property.

6. Default Remedies. Except as otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any terms or conditions by any party hereto, such party shall, upon written notice from the non-defaulting party, proceed promptly to cure or remedy such default or breach within sixty (60) days after receipt of such notice. In case any action hereunder is not taken or not diligently pursued or the default or breach be cured or remedies within the above periods, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach. No waiver made by any party with respect to any specific default by any other party under this Agreement shall be construed as a waiver of rights with respect to any other default by the defaulting party under this Agreement or with respect to the particular default except to the extent specifically waived in writing or otherwise prohibited by law.

7. Entire Agreement. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between ADESA and the Village relative to the subject matter hereof.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

9. Confidentiality.

A. The Village agrees that the Confidential Information (hereinafter defined) shall be used solely for the purpose of enforcing the terms of this Agreement and for no other purpose. The Village agrees that any Confidential Information disclosed by ADESA or its Representatives is and will remain the property of ADESA.

(i) As used herein, the term "Confidential Information" means all financial, business and other information, in whatever form or medium (whether written, oral or electronic), including, without limitation, any sales tax returns, sales tax reports, amendments, proof of payment, that is furnished or disclosed by ADESA to the Village relating to, pertaining to or involving ADESA, and any reports, analyses, compilations, memoranda, notes and any other written or electronic materials prepared by the Village which contain, reflect or are based upon such information, *except that* such term will not include (aa) information in the possession of the Village prior to the date hereof without an obligation of confidentiality, (bb) information that is or becomes publicly known other than through a breach by the Village of the obligations set forth in this Agreement, (cc)

subject to Section 9(B)(ii) hereof, information which the Village is legally obligated to disclose, and (dd) information received by the Village from a third party who is not under an obligation of confidence to ADESA.

(ii) As used herein, "Representative" means the directors, officers, employees, investment bankers, consultants, counsel, accountants, agents or other legal representatives of a party.

B. Confidentiality Obligation.

(i) Except as required by law, the Village will treat as confidential and will not use (other than for the purposes set forth herein), disclose or otherwise make available any Confidential Information to any person other than Representatives of the Village who have a business need to know and who have been advised by the Village of the terms and conditions of this Agreement. The Village will instruct its Representatives who have access to the Confidential Information to keep the same confidential.

(ii) If the Village is required by applicable law, regulation, court order, or legal process to disclose any Confidential Information, the Village will in advance of such disclosure provide ADESA with notice of such requirement. The Village also agrees, to the extent legally permissible, to provide ADESA, in advance of any such disclosure, with copies of any Confidential Information that it intends to disclose (including any related disclosure language associated therewith). Disclosure of Confidential Information in accordance with the foregoing provisions of this Section 9(B) will not violate the terms of this Agreement.

10. Notices. Any notice, request, demand, or other communication made in connection with this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered to the persons identified below in person or by courier service or five (5) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Village: Village of Hoffman Estates
Attn: Village Manager
1900 Hassell Road
Hoffman Estates, IL 60169

Copy to: Village of Hoffman Estates
Attn: Village President
1900 Hassell Road
Hoffman Estates, IL 60169

If to ADESA: ADESA Illinois, LLC

c/o ADESA, Inc.
13085 Hamilton Crossing Boulevard
Carmel, Indiana 46032
Attn: Brett Roland

Copies to: ADESA, Inc.
13085 Hamilton Crossing Boulevard
Carmel, Indiana 46032
Attn: Michelle Mallon

and

McDermott Will & Emery LLP
227 West Monroe Street
Chicago, Illinois 60606
Attn: Ankur Gupta

11. No Third Party Beneficiaries. Nothing in this Agreement shall create, or be construed to create, any third party beneficiary rights in any person or entity not a signatory to this Agreement.

12. Severability. If any provision, condition, covenant, or other clause, sentence, or phrase of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised and the invalidity thereof shall not affect any other provision, condition, covenant, or other clause, sentence, or phrase contained herein. Notwithstanding the foregoing, if any such invalid provision goes to the essence of this Agreement so that the purpose of this Agreement cannot be fulfilled, then this Agreement shall terminate as of the date of such judgment. The court shall, however, to the extent possible, constitute all of the terms and provisions of this entire Agreement so as to make the same enforceable.

13. Village Approval. A certified copy of the ordinance adopting this Agreement and authorizing and directing the Village to execute this Agreement shall be provided to ADESA.

14. Amendments: Recordation. This Agreement may be amended from time to time with the written mutual consent of the parties hereto.

15. Representations, Warranties and Covenants.

A. ADESA represents, warrants, and covenants, as of the date of this Agreement, and throughout the term of this Agreement, as follows:

(1) ADESA is a duly organized and validly existing Illinois limited liability company which is qualified to do business in Illinois.

(2) ADESA has the right, power, and authority to enter into, execute, deliver, and perform this Agreement.

(3) The execution, delivery, and performance by ADESA of this Agreement has been duly authorized by all necessary action, and does not and will not violate its bylaws or Articles or Organization as amended and supplemented, or constitute a breach of default under or require any third party consent under any agreement, instrument, or documents to which ADESA is a party or by which ADESA is now or may become bound.

B. The Village of Hoffman Estates, an Illinois municipal corporation, represents, warrants, and covenants, as of the date of this Agreement as follows:

(1) It is "home rule unit" pursuant to Article VII, Section 6, of the Illinois Constitution of 1970.

(2) It has the right, power, and authority to enter into, execute, deliver, and perform this Agreement.

(3) The execution, delivery, and performance by the Village of this Agreement has been duly authorized by all necessary action.

16. Limited Liability of Corporate Authorities. The parties hereto acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village and ADESA are entering into this Agreement in their respective corporate capacities as members of such group and shall have no personal liability in their individual capacities. Notwithstanding anything to the contrary contained in this Agreement, in no event shall the Village or ADESA have any liability or responsibility whatever to the other party (or any third party) for any consequential, punitive or indirect damages (including lost profits), whether proximately or remotely related to a default by the other hereunder.

17. Term of Agreement. This Agreement terminates on January 1, 2018 if ADESA has not acquired and developed the approximately 65 acre Phase I parcel and is open for business generating wholesale vehicle transactions. Otherwise, this Agreement shall expire on January 1, 2023, if ADESA acquires, develops, and opens for business on the Phase I property. If ADESA acquires and develops either the Phase II or Phase III property, this Agreement shall expire on January 1, 2025. If ADESA acquires and develops all three (3) phases (Phase I, Phase II and Phase III) of the property, this Agreement shall expire on January 1, 2028.

18. Non-Assigned. This Agreement shall not be assigned by any party for any purpose.

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

VILLAGE OF HOFFMAN ESTATES
an Illinois municipal corporation

ADESA ILLINOIS, LLC
an Illinois limited liability company

By: _____
William D. McLeod
Village President

By: _____
Name: _____
Its: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Village Clerk

By: _____
Its: _____

Date: _____

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William D. McLeod, personally known to me to be the President of the Village of Hoffman Estates, Cook County, Illinois, and Bev Romanoff, personally known to me to be the Clerk of the Village of Hoffman Estates, Cook County, Illinois, and personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Clerk of said Village of Hoffman Estates, caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this ____ day of _____, 2015.

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officer he/she signed said instrument as his/her free and voluntary act, and as the free and voluntary act and deed of said, for the uses and purposes therein set forth.

Given under my hand and seal this ____ day of _____, 2015.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

PHASE I - 65 ACRES

THAT PART OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF LIFE CHANGERS INTERNATIONAL CHURCH SUBDIVISION RECORDED AUGUST 15, 2003 AS DOCUMENT NO. 0322718071; THENCE SOUTH 89 DEGREES 54 MINUTES 05 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31, 248.80 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 32 MINUTES 46 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER, 159.75 FEET TO THE EAST LINE OF THE WEST 211.00 FEET OF THE EAST 370.75 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE NORTH 00 DEGREES 03 MINUTES 25 SECONDS WEST ALONG SAID EAST LINE, 200.00 FEET TO THE NORTH LINE OF THE SOUTH 75.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 32 MINUTES 46 SECONDS WEST ALONG SAID NORTH LINE, 211.00 FEET TO THE WEST LINE OF THE EAST 370.75 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 03 MINUTES 25 SECONDS EAST ALONG SAID WEST LINE, 200.00 FEET TO A LINE 125.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 32 MINUTES 46 SECONDS WEST PARALLEL WITH SAID NORTH LINE, 456.39 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 49 SECONDS WEST, 856.35 FEET; THENCE NORTH 43 DEGREES 04 MINUTES 11 SECONDS EAST, 632.43 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 26 SECONDS WEST, 208.00 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 211.22 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 14 SECONDS EAST, 115.00 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 35.34 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 14 SECONDS EAST, 747.07 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 46 SECONDS EAST, 285.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 14 SECONDS EAST, 750.00 FEET TO A LINE 42.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE NORTH 00 DEGREES 01 MINUTE 46 SECONDS WEST PARALLEL WITH SAID EAST LINE, 115.91 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST 42.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 723.61 FEET TO THE SOUTH LINE OF LAND DEDICATED FOR PUBLIC ROADWAY PER DOCUMENT NO. 88424906; THENCE NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE, 42.00 FEET TO THE WEST LINE OF BEVERLY ROAD PER DOCUMENT NO. 91103116; THENCE SOUTH 00 DEGREES 07 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE OF BEVERLY ROAD, 723.68 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 01 MINUTE 46 SECONDS EAST ALONG SAID WEST LINE

OF BEVERLY ROAD, 1294.09 FEET TO THE NORTHEAST CORNER OF LAND DEDICATED FOR PUBLIC ROADWAY PER DOCUMENT NO. 0322719108, ALSO KNOWN AS PRAIRIE STONE PARKWAY; THENCE ALONG SAID NORTH LINE THE FOLLOWING 4 DIMENSIONS 1.) SOUTH 89 DEGREES 58 MINUTES 14 SECONDS WEST, 33.00 FEET, 2.) SOUTH 44 DEGREES 56 MINUTES 09 SECONDS WEST, 42.45 FEET, 3.) SOUTH 89 DEGREES 54 MINUTES 05 SECONDS WEST, 603.10 FEET AND 4.) SOUTH 87 DEGREES 59 MINUTES 32 SECONDS WEST, 408.55 FEET TO THE NORTHEAST CORNER OF SAID LAND DEDICATED; THENCE SOUTH 00 DEGREES 03 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID LAND DEDICATED, 104.39 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PHASE II - 29 ACRES

THAT PART OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF LIFE CHANGERS INTERNATIONAL CHURCH SUBDIVISION RECORDED AUGUST 15, 2003 AS DOCUMENT NO. 0322718071; THENCE SOUTH 89 DEGREES 54 MINUTES 05 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, 248.80 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 32 MINUTES 46 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, 159.75 FEET TO THE EAST LINE OF THE WEST 211.00 FEET OF THE EAST 370.75 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE NORTH 00 DEGREES 03 MINUTES 25 SECONDS WEST ALONG SAID EAST LINE, 200.00 FEET TO THE NORTH LINE OF THE SOUTH 75.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 32 MINUTES 46 SECONDS WEST ALONG SAID NORTH LINE, 211.00 FEET TO THE WEST LINE OF THE EAST 370.75 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 03 MINUTES 25 SECONDS EAST ALONG SAID WEST LINE, 200.00 FEET TO A LINE 125.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 32 MINUTES 46 SECONDS WEST PARALLEL WITH SAID NORTH LINE, 456.39 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 49 SECONDS WEST, 80.00 FEET TO A LINE 45.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE AND POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 32 MINUTES 46 SECONDS WEST PARALLEL WITH SAID NORTH LINE, 518.90 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS WEST PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 710.00 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 18 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1136.39 FEET TO A LINE 150.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS WEST PARALLEL WITH SAID WEST LINE, 656.69 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 49 MINUTES 18 SECONDS EAST ALONG SAID NORTH LINE, 40.00 FEET TO A LINE 190.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE NORTH 00 DEGREES 03 MINUTES 04 SECONDS WEST PARALLEL WITH SAID WEST LINE, 240.85 FEET; THENCE NORTH 24 DEGREES 25

MINUTES 46 SECONDS EAST, 170.94 FEET; THENCE NORTH 49 DEGREES 03 MINUTES 34 SECONDS EAST, 117.04 FEET; THENCE NORTH 64 DEGREES 17 MINUTES 50 SECONDS EAST, 106.59 FEET; THENCE NORTH 85 DEGREES 00 MINUTES 51 SECONDS EAST, 54.60 FEET; THENCE SOUTH 72 DEGREES 34 MINUTES 33 SECONDS EAST, 97.98 FEET; THENCE SOUTH 36 DEGREES 27 MINUTES 35 SECONDS EAST, 87.42 FEET; THENCE SOUTH 19 DEGREES 46 MINUTES 21 SECONDS EAST, 384.48 FEET; THENCE SOUTH 24 DEGREES 27 MINUTES 33 SECONDS EAST, 407.49 FEET; THENCE SOUTH 53 DEGREES 20 MINUTES 31 SECONDS EAST, 179.71 FEET; THENCE SOUTH 75 DEGREES 43 MINUTES 24 SECONDS EAST, 265.77 FEET; THENCE SOUTH 85 DEGREES 14 MINUTES 29 SECONDS EAST, 243.45 FEET; THENCE SOUTH 62 DEGREES 32 MINUTES 20 SECONDS EAST, 143.61 FEET; THENCE SOUTH 56 DEGREES 30 MINUTES 23 SECONDS EAST, 107.55 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 49 SECONDS EAST, 732.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PHASE III - 42 ACRES

THAT PART OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF LIFE CHANGERS INTERNATIONAL CHURCH SUBDIVISION RECORDED AUGUST 15, 2003 AS DOCUMENT NO. 0322718071; THENCE SOUTH 89 DEGREES 54 MINUTES 05 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, 248.80 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 32 MINUTES 46 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, 159.75 FEET TO THE EAST LINE OF THE WEST 211.00 FEET OF THE EAST 370.75 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE NORTH 00 DEGREES 03 MINUTES 25 SECONDS WEST ALONG SAID EAST LINE, 200.00 FEET TO THE NORTH LINE OF THE SOUTH 75.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 32 MINUTES 46 SECONDS WEST ALONG SAID NORTH LINE, 211.00 FEET TO THE WEST LINE OF THE EAST 370.75 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 03 MINUTES 25 SECONDS EAST ALONG SAID WEST LINE, 200.00 FEET TO A LINE 125.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 32 MINUTES 46 SECONDS WEST PARALLEL WITH SAID NORTH LINE, 456.39 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 49 SECONDS WEST, 856.35 FEET; THENCE NORTH 43 DEGREES 04 MINUTES 11 SECONDS EAST, 632.43 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 26 SECONDS WEST, 208.00 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 77.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTE 17 SECONDS WEST, 446.82 FEET ; THENCE NORTH 34 DEGREES 50 MINUTES 18 SECONDS WEST, 771.01 FEET ; THENCE NORTH 89 DEGREES 53 MINUTES 00 SECONDS EAST, 1280.85 FEET TO THE WEST LINE OF LAND DEDICATED FOR PUBLIC ROADWAY PER DOCUMENT NO. 88424906; THENCE SOUTH 00 DEGREES 07 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE, 457.41 FEET TO THE SOUTHWEST CORNER OF SAID LAND DEDICATED; THENCE NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF SAID LAND DEDICATED, 8.00 FEET TO A

LINE 42.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 07 MINUTES 00 SECONDS EAST PARALLEL WITH SAID EAST LINE, 723.61 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 01 MINUTE 46 SECONDS EAST 42.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31, 115.91 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 14 SECONDS WEST, 750.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 46 SECONDS WEST, 285.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 14 SECONDS WEST, 747.07 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, 35.34 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 14 SECONDS WEST, 115.00 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, 133.67 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B
SITE PLAN FOLLOWS



Kimley»Horn

SITE PLAN
MARCH 12, 2015

ADESA
HOFFMAN ESTATES, IL

VILLAGE OF HOFFMAN ESTATES

A RESOLUTION APPROVING AN AMENDED AND RESTATED AGREEMENT FOR THE NORTHWEST CENTRAL DISPATCH SYSTEM

WHEREAS, the Village President and Board of Trustees of the Village of Hoffman Estates previously authorized a certain Venture Agreement to provide for and maintain a central emergency dispatch operation known as the Northwest Central Dispatch System, hereinafter referred to as "NWCDS"; and

WHEREAS, NWCDS has proven successful in providing emergency communications services for the Village of Hoffman Estates; and

WHEREAS, the NWCDS Board of Directors has unanimously recommended approval of the Amended and Restated Northwest Central Dispatch System Venture Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein.

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: The above recitals are incorporated into the body of this Resolution as if fully set forth.

Section 2: The Amended and Restated Northwest Central Dispatch System Venture Agreement (the "Agreement"), attached as Exhibit "A", is hereby approved.

Section 3: The Village President and Village Clerk are duly authorized to execute the Agreement.

Section 4: This Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2015

Table with 5 columns: VOTE, AYE, NAY, ABSENT, ABSTAIN. Rows list Trustees: Karen V. Mills, Anna Newell, Gary J. Pilafas, Gary G. Stanton, Michael Gaeta, Gayle Vandenberg, and Mayor William D. McLeod.

APPROVED THIS _____ DAY OF _____, 2015

Village President

ATTEST:

Village Clerk

Amended and Restated
NORTHWEST CENTRAL DISPATCH SYSTEM VENTURE AGREEMENT

THIS AGREEMENT (“Agreement” or “Amended and Restated Agreement”), entered into on the effective date hereinafter set forth, by and between the local governments signatory hereto and also those which may hereafter become signatory hereto (“Members” or “Parties”):

WITNESSETH:

WHEREAS, a Central Dispatching System has existed in Northwestern Cook County and in parts of DuPage, Kane and Lake Counties since 1972; and

WHEREAS, the Parties entered into a Venture agreement on May 12, 2009, being the date the last party signed the venture agreement (hereinafter the “2009 Agreement”);

WHEREAS, such System has been demonstrated to be of great value to its constituent municipalities, the signatories hereto; and

WHEREAS, the addition of another municipality to the System will provide for more efficient and economical dispatching of life and property saving services; and

WHEREAS, the cost of providing and maintaining a central dispatching system is probably excessive for any one of such signatories; and

WHEREAS, a centralized police, fire and other emergency dispatching system can adequately serve the needs of all of such signatories; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 through 220/9, authorize joint exercise by two or more local governments of any power common to them;

WHEREAS, it is the desire of the signatories hereto to jointly provide for and maintain a central dispatching system for their mutual advantage and concern; and

WHEREAS, the Parties desire to update the purpose clause of this agreement and the method for adopting and amending the bylaws by the adoption of this Amended and Restated NORTHWEST CENTRAL DISPATCH SYSTEM VENTURE AGREEMENT.

NOW, THEREFORE, for and in consideration of the premises, the mutual advantages to be derived therefrom and in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. Venture Established. Pursuant to the joint powers authorization of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 through 5 ILCS 220/9, the undersigned do hereby federate together in a cooperative venture for the joint and mutual operation of a centralized communications system; the joint purchasing or sharing of services which relate to the members' police, firefighting, emergency management, and/or public safety functions; to provide such services on a contract basis to other governmental units who are not Members; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding communications, information systems, and statistical matters within portions of Cook, DuPage, Kane and Lake Counties, Illinois. This venture shall be known as "Northwest Central Dispatch System" (hereinafter designated as NWCDS) which shall consist of all of the local governments which may hereafter become signatory hereto.

2. By-Laws. NWCDS shall be subject to and shall be governed by certain By-Laws, the current By-laws in existence as of the date of this amended and restated agreement are attached hereto as Exhibit "A". The By-Laws attached as exhibit A shall be the By-Laws upon the effective date of this Amended and Restated Agreement. The Bylaws may be amended by

the Board of Directors as set forth below. The Bylaws, as may be amended from time to time by the Board of Directors, shall be binding on the Members as if fully set forth in this Agreement..

3. NWCDS Participation. Each participating local government of the Central Dispatching System (and each local government which may hereafter sign after approval as required by the By-Laws, provided such local governments are eligible to participate pursuant to said By-Laws) is a member of NWCDS and is entitled to the rights and privileges and subject to the obligations of membership, all as provided in said By-Laws.

4. Termination. Any party to this agreement may cease to be a party hereto and may withdraw from participation in NWCDS in the manner and means set forth in said By-Laws.

5. Powers of the System. NWCDS shall have the power in its own name to make and enter into contracts, to employ agents and employees, to acquire, hold and dispose of property, real and personal, and to incur debts, liabilities or obligations necessary for the accomplishment of its purposes, but no such contract, employment, purchase, debt, liability or obligation shall be binding upon or obligate any member except as authorized by the this Agreement or the By-Laws. NWCDS shall not have the power of eminent domain or the power to levy taxes.

6. Board of Directors. There is hereby established a Board of Directors which shall consist of one director on behalf of each Member. The manager or administrator of each Member shall be its director. However, each Member may designate a different person as the director by appropriate action of the Member's corporate authorities. Each Member shall also designate an alternate director to act on its behalf in the absence of its director. Directors shall serve without salary, but each may be reimbursed for necessary expenses incurred in

connection with NWCDS business. The Board of Directors shall have the following powers and duties:

- a. To determine general policy and procedures of NWCDS and the board of directors consistent with this Venture Agreement, and to exercise any power related to the operation of the NWCDS which is not reserved in this agreement to the Members acting through their respective corporate authorities;
- b. To provide for an executive committee and officers in the By-Laws;
- c. To approve amendments to the By-Laws;
- d. To approve the annual budget of NWCDS.
- e. To hire, supervise and discipline an executive director
- f. To hire auditors;
- g. To hire a general counsel for the agency and such other attorneys as it deems necessary;
- h. To approve new members of the NWCDS upon such new member's approval and execution of this Agreement, by a $\frac{3}{4}$ vote of all members of the board of directors;
- i. To approve the provision of services to non-members by contract;
- j. To provide for contracting and purchasing procedures as it sees fit;

7. Amendments to this Agreement. This Agreement may not be amended, except by the written agreement and resolution of all of the then parties to it. However, the By-Laws attached hereto as Exhibit "A" may be amended from time to time by the method and means provided herein, provided such amendments do not conflict with the terms set forth in this Agreement.

8. Amendments to the By-Laws. Any member of the Board of Directors or any member of the Executive Committee may propose an amendment to the By-Laws. No amendment, however, shall be in conflict with or purport to amend this agreement in any way. Amendments to the By-Laws shall be made only upon a three-fourths (3/4) vote of the members of the Board of Directors then holding office. The chairman of the board of directors shall have only one (1) vote on a motion to amend the By-Laws, even in the case of a tie.

9. Duration. This Agreement and NWCDs shall continue in effect until rescinded by unanimous consent of the then parties or until terminated in the manner provided in said By-Laws. Upon such termination, the assets remaining shall be disposed of in the manner set forth in the said By-Laws.

10. Enforcement. Each member shall have the right to enforce this Agreement against any other member. If suit is necessary therefore, a defaulting member shall pay reasonable attorney's fees to NWCDs as adjudicated by the Court.

11. Authorization. Prior to execution of this Agreement, each member shall deliver to the other a certified copy of a suitable ordinance or resolution authorizing and directing the execution of this Agreement.

12. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument and any prior agreements between the parties related to the NWCDs shall be of no force and effect.

13. Severability. Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

14. Governing Law. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

15. Notices. All notices provided for herein shall be served upon the Parties by personal delivery, email, fax or Certified United States mail, return receipt requested, by sending said

notice to the mayor, president, manager, administrator or statutory head of the public body at the Members' principal office. Notices shall be deemed given when sent.

16. No Waiver of Tort Immunity. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to either Party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

17. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

18. Counterparts. This Agreement may be executed in counterparts that, taken together, will be effective as if they were a single document. Signatures transmitted by a .pdf file or facsimile shall be treated as originals.

19. Effective Date. This Amended and Restated Venture Agreement shall become effective when signed by all of the respective representatives of the current Members: Village of Arlington Heights, Village of Buffalo Grove, Village of Elk Grove Village, Village of Hoffman Estates, Village of Inverness, Village of Mount Prospect, Village of Palatine, City of Prospect Heights, City of Rolling Meadows, Village of Schaumburg and Village of Streamwood. The 2009 Agreement shall remain in full force and effect until the Effective Date of this Amended and Restated Venture Agreement. On the Effective Date, this Amended and Restated Agreement shall replace the 2009 Agreement.

IN WITNESS WHEREOF, the undersigned local governments have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

VILLAGE OF HOFFMAN ESTATES

By: _____

ATTEST:

Date: _____