

AGENDA
First Meeting of the Month
Village of Hoffman Estates
Village Board of Trustees
Regular Meeting of March 2, 2009

8:00 p.m.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF MINUTES** – February 16, 2009
5. **APPROVAL OF BILLS**
6. **PRESIDENT’S REPORT**
 - ... Proclamation(s)
 - Nutrition Awareness Month
 - Earth Hour 2009
 - ... Presentation(s)
 - Citizen Lifesaving Award (Fire Department)
 - Donation from the Invisible Fence Company of Pet Resuscitation Mask Kits
7. **TRUSTEE COMMENTS**
8. **VILLAGE MANAGER’S REPORT**
9. **VILLAGE CLERK’S REPORT**
10. **COMMITTEE REPORTS**
 - Planning, Building & Zoning
 - General Administration & Personnel
 - Transportation & Road Improvement
11. **RECOGNITION OF AUDIENCE**
12. **ORDINANCE/RESOLUTION (FIRST READING)** **Ord. No. 4086-2009**
Res. No. 1399-2009

Ordinance(s)

- A. Request Board approval of Ordinance No. _____ an ordinance reserving volume cap in connection with private activity bond issues and related issues. *(Finance Committee recommends approval)*

Resolution(s)

- B. Request Board approval of Resolution No. _____ a resolution abating a portion of the 2008 tax levy – Series 2003 General Obligation Bond. *(Finance Committee recommends approval) – (Waiver of First Reading is requested)*
- C. Request Board approval of Resolution No. _____ a resolution abating a portion of the 2008 tax levy – Series 2005A General Obligation Bond. *(Finance Committee recommends approval) – (Waiver of First Reading is requested)*
- D. Request Board approval of Resolution No. _____ a resolution abating a portion of the 2008 tax levy – Series 2008A General Obligation Bond. *(Finance Committee recommends approval) – (Waiver of First Reading is requested)*

13. **CONSENT CALENDAR AND SECOND READING)** **Ord. No. 4086-2009**
Res. No. 1399-2009

Ordinance(s)

- A. Request Board approval of Ordinance No. _____ an ordinance amending Sections 8-1-7, 8-1-9, 8-1-10, 8-2-1 and 8-4-9 of Chapter 8, Licenses, of the Hoffman Estates Municipal Code.
- B. Request Board approval of Ordinance No. _____ an ordinance to enter into a lease with Denali Spectrum Operations LLC d/b/a Cricket Communications, 4690 Olmstead Drive, Hoffman Estates.

14. **NEW BUSINESS**

- A. Request Board authorization to waive all inspection fees and selected license fees for the 2009 4th of July festival. *(Finance Committee recommends approval)*
- B. Request Board authorization to award contract for fireworks display for the 2009 4th of July festival to Melrose Pyrotecnics, Kingsbury, IN, in an amount not to exceed \$15,000. *(Finance Committee recommends approval)*
- C. Request Board authorization to award contract for stage, lights and backline equipment for the 2009 4th of July festival to SCS Productions, Inc., Roselle, IL, in an amount not to exceed \$21,696. *(Finance Committee recommends approval)*
- D. Request Board authorization to:
 - 1) waive formal bidding; and
 - 2) award contract for ongoing replacement program for the purchase of nine (9) ruggedized laptop computers and accessories to CDS Office Technologies, Inc., Addison, IL, for use in Police Department vehicles in an amount not to exceed \$35,610.*(Finance Committee recommends approval)*
- E. Request Board authorization to:
 - 1) waive formal bidding; and
 - 2) purchase mobile computer equipment for the Fire Department from Motorola, Inc., Schaumburg, IL. (sole source) in an amount not to exceed \$27,783.45.*(Public Health & Safety Committee recommends approval)*
- F. Request Board authorization to:
 - 1) waive formal bidding; and
 - 2) purchase Panasonic CF-19 laptop computer equipment for the Fire Department from CDS Office Technologies, Addison, IL (state contract award) in an amount not to exceed \$17,596.*(Public Health & Safety Committee recommends approval)*

14. **NEW BUSINESS – Continued**

- G. Request Board authorization to participate in joint purchase with the State of Illinois for 2009-2010 procurement of road salt in the amount of 7,500 tons. *(Public Works & Utilities Committee recommends approval)*
- H. Request Board authorization to:
 - 1) waive formal bidding; and
 - 2) purchase sign roll goods and sheeting from 3M Corporation Traffic Control Division in accordance with their 2009 price catalog, in an amount not to exceed \$25,000.
(Public Works & Utilities Committee recommends approval)
- I. Request Board authorization to extend 2008 contract for 2009 roadway pavement markings to Preform Traffic Control Systems, Ltd., Elk Grove Village, IL (low bid) in an amount not to exceed \$31,520. *(Public Works & Utilities Committee recommends approval)*
- J. Request Board authorization to extend 2008 contract for 2009 water and sewer parkway landscape restoration to TNT Landscaping, Elgin, IL (low bid) at a unit price of \$7.20 per square yard for sodding and \$3.45 per square yard for seeding, in an amount not to exceed \$45,000. *(Public Works & Utilities Committee recommends approval)*
- K. Request Board authorization to extend 2008 contract for 2009 water and sewer concrete site restoration to Strada Construction Co., Algonquin, IL (low bid) at a unit price of \$5.98 per square foot for sidewalk, \$23 per lineal foot for curb and \$53.82 per square yard for driveway pavement replacements, in an amount not to exceed \$33,000. *(Public Works & Utilities Committee recommends approval)*
- L. Request Board authorization to:
 - 1) waive formal bidding; and
 - 2) purchase replacement vehicles for Units #18, #32 and #39 through Illinois Suburban Purchasing Cooperative Contract from Currie Motors, Frankfort, IL (low bid) in an amount not to exceed \$67,016.
(Public Works & Utilities Committee recommends approval)
- M. Request Board authorization to:
 - 1) waive formal bidding; and
 - 2) purchase replacement vehicles for Units #25 and #77 through Illinois Suburban Purchasing Cooperative Contract from Landmark Ford, Springfield, IL (low bid) in an amount not to exceed \$34,122. *(Public Works & Utilities Committee recommends approval)*

15. **ADJOURNMENT**

MEETING: HOFFMAN ESTATES VILLAGE BOARD
DATE: FEBRUARY 16, 2009
PLACE: ED AND MARY HENNESSY CONFERENCE ROOM
MUNICIPAL BUILDING COMPLEX
1900 HASSELL ROAD
HOFFMAN ESTATES, ILLINOIS

1. CALL TO ORDER:

Village President William McLeod called the meeting to order at 7:40 p.m. The Village Clerk called the roll. Trustees present: Cary Collins, Ray Kincaid, Jackie Green, Anna Newell, Gary Pilafas, Karen Mills.

A quorum was present.

ADMINISTRATIVE PERSONNEL PRESENT:

J. Norris, Village Manager
D. O'Malley, Deputy Village Manager
A. Janura, Corporation Counsel
M. Koplin, Asst. Village Manager-Development Services
C. Herdegen, Police Chief
B. Gorvett, Fire Chief
A. Garner, Director H&HS
P. Seger, HRM Director
B. Anderson, Cable TV Coordinator
K. Hari, Director of Public Works
D. Schultz, Community Realties Coordinator
G. Skoog, Director Economic Development
G. Eaken, Director Info. Services
R. Musiala, Asst. Finance Director
M. Norton, Asst. to the Village Manager
D. Christensen, Emergency Management Coordinator
B. Suhajda, PT Intern-Adm.

2. PLEDGE OF ALLEGIANCE TO THE FLAG:

The Pledge was led by Trustee Collins.

3. APPROVAL OF THE AGENDA:

Motion by Trustee Collins, seconded by Trustee Green, to approve an amended agenda.

Trustee Pilafas stated that New Business Item 15.B. needs to be edited by changing the request by Jam Productions to Prairie Creek Properties LLC.

Voice vote taken. All ayes. Motion carried.

4. APPROVAL OF MINUTES:

Motion by Trustee Collins, seconded by Trustee Pilafas, to approve the minutes from February 2, 2009.

Trustee Newell stated that in the Trustee Comments, it stated that she attended the Emerging Technologies meeting and it should have been the Green Initiatives meeting.

Voice vote taken. Motion carried.

5. APPROVAL OF BILLS:

Motion by Trustee Mills, seconded by Trustee Green, to approve the Bill List for February 16, 2009, in the amount of \$4,638,168.76.

Roll Call:

Aye: Collins, Kincaid, Green, Newell, Pilafas, Mills

Nay:

Mayor McLeod voted aye.

Motion carried.

6. PRESIDENT'S REPORT:

Proclamation(s)

Mayor McLeod stated that we had members of Boy Scout Troop 461 in attendance in the audience.

Trustee Collins read the following proclamation:

Motion by Trustee Mills, seconded by Trustee Green, to concur with the proclamation proclaiming Monday, February 23, 2009 as Governor Patrick Quinn Day. Voice vote taken. All ayes. Motion carried.

Mayor McLeod stated that this past weekend the Village lost two outstanding individuals who played a big part in the Village. Laura Reedy who was the second Village Clerk and who then went on to become Finance Director of Northbrook. Susan Kenley-Rupnow who's many dedicated years as Trustee helped shaped the many projects that she was part of, she will surely be missed.

7. TRUSTEE COMMENTS:

Trustee Mills commented on the lose of former Trustee Kenley-Rupnow and how she not only worked with the Village Board but also with the school districts, many Village commissions, the Jaycees and community organizations.

Trustee Collins stated that former Trustee Kenley-Rupnow went out of her way to make him feel welcome when he first got on the Board and that she'll be missed.

Trustee Kincaid stated that he also will miss former Trustee Kenley-Rupnow and that she was a friend and mentor to him.

Trustee Green sent her prayers and thoughts go out to the Kenley-Rupnow family.

Trustee Newell sent her sympathies to the Kenley-Rupnow family.

Trustee Pilafas stated that former Trustee Kenley-Rupnow set a great example to the next generation of individuals who want to get involved in serving the community; he sent his condolences to her family. Trustee Pilafas went on to mention that the new art display featuring School District 54 is up in the gallery.

8. VILLAGE MANAGER'S REPORT:

Mr. Norris commented on the staff perspective of former Trustee Kenley-Rupnow and that she made the staff better because of the questions that she would ask.

9. VILLAGE CLERK'S REPORT:

The Clerk reported that the Village's Business Directory is now available on line and that it contains all of the businesses that are in the Village.

10. TREASURER'S REPORT:

Mrs. Musiala stated that cash disbursements and transfers-out exceeded cash receipts and transfers-in for the operating funds by \$1,714,681 leaving a balance of cash and investments for the operating funds at \$23.7 million. For all of the Village funds, cash disbursements and transfer-out exceeded cash receipts and transfers-in by \$4,144,394. Overall, the total for cash and investments for all funds decreased to \$168.8 million.

Motion by Trustee Collins, seconded by Trustee Pilafas, to accept the January 2009 Treasurer's Report.

Roll Call:

Aye: Collins, Kincaid, Green, Newell, Pilafas, Mills

Nay:

Mayor McLeod voted aye.

Motion carried.

11. COMMITTEE REPORTS:

Public Health & Safety

Trustee Newell stated that they would be meeting to review ambulance rates; have a presentation of 3-D "walk-through" of the new Police Department building, including discussion of LEED initiatives to date; request authorization to waive bidding and purchase mobile computer equipment for the Fire Department from Motorola, Inc., Schaumburg, IL (sole source) in an amount not to exceed \$28,000; request authorization to waive bidding and purchase Panasonic CF-19 laptop computer equipment for the Fire Department from CDS Office Technologies, Addison, IL (state contract award winner) in an amount not to exceed \$17,600; request acceptance of the Police Department, Fire Department, Health & Human Services and Emergency Management Coordinator Monthly Reports.

Finance

Trustee Collins stated that they would be meeting to request approval of a resolution abating a portion of the 2008 tax levy – Series 2003 General Obligation Bond; request approval of a resolution abating a portion of the 2008 tax levy – Series 2005 A General Obligation Bond; request approval of a resolution abating a portion of the 2008 tax levy – Series 2008 General Obligation Bond; request approval of an ordinance reserving the Village's volume cap; request authorization to waive all inspection fees for the 2009 4th of

July festival; request authorization to award a contract for the 2009 4th of July fireworks display to Melrose Pyrotechnics, Kingsbury, IN, in an amount not to exceed \$15,000; request authorization to award a contract for stage, lights & backline equipment for the 2009 4th of July festival to SCS Productions, Inc., Roselle, IL, in an amount not to exceed \$21,696.00; request authorization to waive formal bidding an award contract for an ongoing replacement program for the purchase of 9 ruggedized laptop computers and accessories to CDS Office Technologies, Inc. for use in Police Department vehicles in an amount not to exceed \$35,610; request acceptance of Finance Department and Information Systems Department Monthly Reports.

Public Works & Utilities

Trustee Mills stated that they would be meeting to request authorization to waive formal bidding and purchase sign roll goods and sheeting from 3M Corporation Traffic Control Division in accordance with their 2009 price catalog, in an amount not to exceed \$25,000; request authorization to extend 2008 contract for 2009 roadway pavement markings to Preform Traffic Control Systems, Ltd., Elk Grove Village, IL (low bid) in an amount not to exceed \$31,520; request authorization to extend 2008 contract for 2009 water and sewer parkway landscape restoration to TNT Landscaping, Elgin, IL (low Bid), at a price of \$7.20 per square yard for sodding and \$3.45 per square yard for seeding, in an amount not to exceed \$45,000; request authorization to extend 2008 contract for 2009 Water and Sewer Concrete Site Restoration to Strada Construction Co., Algonquin, IL (low Bid) at a unit price of \$5.98 per square foot for sidewalk, \$23.00 per lineal foot for curb and \$53.82 per square yard for driveway pavement replacements, in an amount not to exceed \$33,000; request authorization to waive formal bidding and purchase replacement vehicles for Units #18, #32 and #39 through Illinois Suburban Purchasing Cooperative Contract from Currie Motors, Frankfort, IL (low bid), in an amount not to exceed \$67,016; request authorization to waive formal bidding and purchase replacement vehicles for Units #25 and #77 through Illinois Suburban Purchasing Cooperative Contract from Landmark Ford, Springfield, IL (low bid), in an amount not to exceed \$34,122, request acceptance of the Department of Public Works Monthly Report and Department of Development Services Monthly Report for the Engineering Division.

12. RECOGNITION OF AUDIENCE:

No one wished to be recognized.

13. ORDINANCE/RESOLUTION (FIRST READING):

Ordinance(s)

13.A. Request Board approval of an ordinance amending Sections 8-1-7, 8-1-9, 8-1-10, 8-2-1 and 8-4-9 of Chapter 8, Licenses, of the Hoffman Estates Municipal Code.

No action taken at this time.

13.B. Request Board approval of an ordinance to enter into a lease with Denali Spectrum Operations LLC d/b/a Cricket Communications, 4690 Olmstead Drive, Hoffman Estates.

No action taken at this time.

14. CONSENT CALENDAR AND SECOND READING

Ordinance(s)

Motion by Trustee Mills, seconded by Trustee Pilafas, to approve Ordinance No. 4085-2009.

14.A. Ordinance No. 4085-2009 amending Chapter 6, Traffic Code, of the Hoffman Estates Municipal Code, to provide for an automated traffic law enforcement system for red light violations within the Village.

Roll Call:

Aye: Collins, Green, Newell, Pilafas, Mills

Nay: Kincaid

Mayor McLeod voted aye.

Motion carried.

Resolution(s)

Motion by Trustee Mills, seconded by Trustee Collins, to consider Consent Calendar and Second Reading Items 14.B. through 14.D. by omnibus vote. Voice vote taken. All ayes. Motion carried.

Motion by Trustee , seconded by Trustee , to approve Resolution No. 1396-2009.

14.B. Resolution No. 1396-2009 setting forth prevailing hourly wage rate paid to employees engaged in work awarded under public contract.

Roll Call:

Aye: Collins, Kincaid, Green, Newell, Pilafas, Mills

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Collins, to approve Resolution No. 1397-2009.

14.C. Resolution No. 1397-2009 for construction on State highways.

Roll Call:

Aye: Collins, Kincaid, Green, Newell, Pilafas, Mills

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Collins, to approve Resolution No. 1398-2009.

14.D. Resolution No. 1398-2009 establishing fees for Police personnel (Sergeants and Lieutenants hireback rates).

Roll Call:

Aye: Collins, Kincaid, Green, Newell, Pilafas, Mills

Nay:

Mayor McLeod voted aye.

Motion carried.

15. NEW BUSINESS:

Motion by Trustee Mills, seconded by Trustee Collins, to consider New Business Items 15.A. and 15.C. through 15.J. by omnibus vote. Voice vote taken. All ayes. Motion carried.

Motion by Trustee Mills, seconded by Trustee Collins, to approve New Business Item 15.A.

15.A. Request Board approval of a request by resident at 1490 Elizabeth Court for an extension of the compliance date to remove an illegal driveway.

Roll Call:

Aye: Collins, Kincaid, Green, Newell, Pilafas, Mills

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Newell, to approve New Business Item 15.B.

Trustee Pilafas noted the correction of Jam Productions to Prairie Creek Properties LLC.

15.B. Request Board approval of a request by Jam Productions (Prairie Creek Properties LLC) for special use and zoning variation extensions for the Prairie Creek Amphitheater.

Roll Call:

Aye: Collins, Green, Newell, Mills

Nay: Kincaid, Pilafas

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Collins, to approve New Business Item 1.C.

15.C. Request Board approval of request by SplasH2O Hotel Resort and Conference Facility for special use and zoning variation extensions for a hotel/waterpark facility.

Roll Call:

Aye: Collins, Kincaid, Green, Newell, Pilafas, Mills

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Collins, to approve New Business Item 15.D.

15.D. Request Board approval of Sister Cities Commission 2009 calendar of events.

Roll Call:

Aye: Collins, Kincaid, Green, Newell, Pilafas, Mills

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Collins, to approve New Business Item 15.E.

15.E. Request Board authorization for:

- 1) scope of services for the 2009 native landscape evaluations at Prairie Stone; and
- 2) award of a one-year contract with Pat Armstrong, Prairie Sun Consultants, Naperville, in an amount not to exceed \$13,819.

Roll Call:

Aye: Collins, Kincaid, Green, Newell, Pilafas, Mills

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Collins, to approve New Business Item 15.F.

15.F. Request Board approval of an agreement and plans by IDOT for modernizing traffic signals at Golf Road at Roselle Road and Higgins Road at Roselle Road.

Roll Call:

Aye: Collins, Kincaid, Green, Newell, Pilafas, Mills

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Collins, to approve New Business Item 15.G.

15.G. Request Board approval of a letter of intent with IDOT for improvements at the Higgins Road/Governors Lane/Moon Lake Boulevard intersection.

Roll Call:

Aye: Collins, Kincaid, Green, Newell, Pilafas, Mills

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Collins, to approve New Business Item 15.h.

15.H. Request Board approval of an IDOT resolution to appropriate Motor Fuel Tax refunds for the 2009 traffic signal maintenance in an amount not to exceed \$65,000.

Roll Call:

Aye: Collins, Kincaid, Green, Newell, Pilafas, Mills

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Collins, to approve New Business Item 15.I.

15.I. Request Board approval of an IDOT resolution to appropriate Motor Fuel Tax funds for the 2009 Street Revitalization Project in an amount not to exceed \$1,230,000.

Roll Call:

Aye: Collins, Kincaid, Green, Newell, Pilafas, Mills

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Collins, to approve New Business Item 15.J.

15.J. Request Board authorization to award contract for hydraulics elevator for the new Police building to ThyssenKrupp Elevator, (lowest responsible bid) in an amount not to exceed \$153,900.

Roll Call:

Aye: Collins, Kincaid, Green, Newell, Pilafas, Mills

Nay:

Mayor McLeod voted aye.

Motion carried.

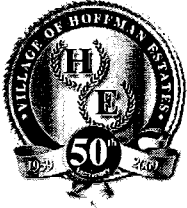
16. ADJOURNMENT:

Motion by Trustee Collins, seconded by Trustee Green, to adjourn the meeting. Voice vote taken. All ayes. Motion carried. Time 8:06 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.



AGENDA
PLANNING, BUILDING AND ZONING COMMITTEE
Village of Hoffman Estates
March 9, 2009

7:30 P.M. - Ed and Mary Hennessy Conference Room

Members: Gary Pilafas, Chairperson
Karen Mills, Vice Chairperson
Ray Kincaid

I. Roll Call

II. Approval of Minutes - February 9, 2009

NEW BUSINESS

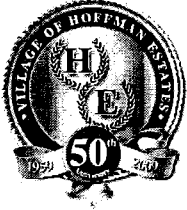
1. Request by Sears Centre Arena to extend and amend the conditions of approval for outdoor events held on the Sears Centre site.
2. Request by Sutton Crossing for approval of an Escrow Agreement between parties, including the Village, with interests in the properties adjacent to the traffic signal on Route 59 between Higgins Road and Hoffman Boulevard.
3. Request by the Hoffman Estates Park District for administrative site plan review approval for improvements to Cottonwood Park.
4. Request by the Hoffman Estates Park District for administrative site plan review approval for improvements to Canterbury Fields Park.
5. Request approval to enter into a license agreement with the Hoffman Estates Park District to allow encroachment into the Essex Drive right of way for the purposes of installing a pedestrian path.
6. Discussion regarding a summary update to the 2007 Comprehensive Plan.
7. Discussion regarding Village Zoning Code requirements for driveways on residential lots.
8. Request acceptance of Department of Development Services monthly report for Planning Division.
9. Request acceptance of Department of Development Services monthly report for Code Enforcement Division.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment



AGENDA

GENERAL ADMINISTRATION & PERSONNEL COMMITTEE VILLAGE OF HOFFMAN ESTATES

March 9, 2009

Immediately following Planning, Building and Zoning Committee

Members: Karen Mills, Chairperson
Ray Kincaid, Vice-Chairperson
Gary Pilafas, Trustee

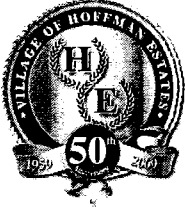
- I. Roll Call
- II. Approval of Minutes – February 16, 2009

NEW BUSINESS

- 1. Discussion regarding Legislative Update.
- 2. Request approval by the Cultural Awareness Commission of the 2009 Unity Day Solicitation Plan.
- 3. Request approval of the Cultural Awareness Commission's 2009 calendar of events.
- 4. Request for approval of an Ordinance authorizing the sale of personal property owned by the Village.
- 5. Request approval of revised meeting agenda process including
 - a. Revisions to the Hoffman Estates municipal code section **Sec. 2-2-8.**
 - b. Revisions to the Village of Hoffman Estates Board Policy Manual.
- 6. Request approval of an ordinance allowing for telephonic attendance at Board meetings.
- 7. Request acceptance of Cable TV Monthly Report.
- 8. Request acceptance of Human Resources Management Monthly Report.

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

DRAFT



AGENDA
TRANSPORTATION AND ROAD IMPROVEMENT COMMITTEE
Village of Hoffman Estates
March 9, 2009

Immediately Following General Administration & Personnel Committee

Members: Ray Kincaid, Chairperson
Gary Pilafas, Vice Chairperson
Karen Mills, Trustee

I. Roll Call

II. Approval of Minutes – February 16, 2009 & February 23, 2009

NEW BUSINESS

1. Request award of professional service contract for traffic signal design and inspection at Higgins Road and Prairie Stone Parkway to _____ of _____ at a cost not to exceed \$_____.
2. Request acceptance of Transportation Division Monthly Report.

III. President's Report

IV. Other

V. Items in Review

1. Discussion regarding lead agency for Barrington Road Interchange.

VI. Adjournment

ORDINANCE/RESOLUTION
(FIRST READING)

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 \$85.00 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 2009 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 2009 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 _____, 2009

| VOTE | AYE | NAY | ABSENT | ABSTAIN |
|----------------------------|-------|-------|--------|---------|
| Trustee Karen V. Mills | _____ | _____ | _____ | _____ |
| Trustee Cary J. Collins | _____ | _____ | _____ | _____ |
| Trustee Raymond M. Kincaid | _____ | _____ | _____ | _____ |
| Trustee Jacquelyn Green | _____ | _____ | _____ | _____ |
| Trustee Anna Newell | _____ | _____ | _____ | _____ |
| Trustee Gary J. Pilafas | _____ | _____ | _____ | _____ |
| Mayor William D. McLeod | _____ | _____ | _____ | _____ |

APPROVED THIS _____ DAY OF _____, 2009

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2009.

RESOLUTION NO. _____ - 2009

VILLAGE OF HOFFMAN ESTATES

**A RESOLUTION ABATING A PORTION
OF THE 2008 TAX LEVY – SERIES 2003
GENERAL OBLIGATION REFUNDING BOND**

WHEREAS, the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, has heretofore issued Six Million, One Hundred Fifty Five Thousand Dollars (\$6,155,000.00) General Obligation Refunding Bonds dated September 1, 2003, and provided for the levy of taxes to pay the same in and for each of the years 2003 to 2010, inclusive, pursuant to Ordinance No. 3529-2003 passed by the President and Board of Trustees of said Village of Hoffman Estates, on the 17th day of July, 2003, a certified copy of said ordinance having been filed in the office of the County Clerk on the 19th day of August, 2003; and

WHEREAS, provision has been made in the ordinance for the levy of taxes to fund the year 2009, sufficient to produce the amount of One Million, Fifty Four Thousand, Two Hundred Fifty Dollars (\$1,054,250.00); and

WHEREAS, there was abated Eighty Seven Thousand, Seven Hundred Twenty Seven Dollars and Fifty Cents (\$87,727.50) as per the Direction for Abatement of Taxes filed with the County Clerk, Tax Extension Division, on the 25th day of August, 2003; and

WHEREAS, this results in the exact amount of taxes required to produce Nine Hundred Sixty Six Thousand, Five Hundred Twenty Two Dollars and Fifty Cents (\$966,522.50) for payment of Eight Hundred Ninety Thousand Dollars (\$890,000.00) principal and Seventy Six Thousand, Five Hundred Twenty Two Dollars and Fifty Cents (\$76,522.50) interest on said bonds; and

WHEREAS, there is available in the 2003 G.O. Refunding Bond Fund surplus totaling One Hundred Thousand Dollars (\$100,000.00) and said funds are now on hand and available for the payment of principal and interest on said bonds; and

WHEREAS, the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, has heretofore authorized the levy and collection of taxes for the fiscal year beginning January 1, 2009 and ending December 31, 2009 pursuant to an Ordinance No. 4074-2008 passed by the President and Board of Trustees of said Village of Hoffman Estates on the 1st day of December, 2008, a certified copy of said ordinance having been filed in the Office of the County Clerk.

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 County Clerk of Cook and Kane Counties, Illinois, shall and is hereby authorized and directed to abate One Hundred Thousand Dollars (\$100,000.00) of that portion of the taxes to be levied for the year 2008 for the Village of Hoffman Estates that would be extended for the Series 2003 General Obligation Refunding Bond and interest purposes, reducing said levy from Nine Hundred Sixty Six Thousand, Five Hundred Twenty Two Dollars and Fifty Cents (\$966,522.50) to Eight Hundred Sixty Six Thousand, Five Hundred Twenty Two Dollars and Fifty Cents (\$866,522.50). The provision for loss and cost will now be \$17,330.45 (2%) bringing the total 2003 General Obligation debt service tax levy to Eight Hundred Eighty Three Thousand, Eight Hundred Fifty Two Dollars and Ninety Five Cents (\$883,852.95).

Section 2: That the Village Clerk shall and hereby is directed to file with the County Clerk of Cook and Kane Counties, Illinois, a certified copy of this Resolution.

Section 3: That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4: That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED THIS _____ day of _____, 2009

| VOTE | AYE | NAY | ABSENT | ABSTAIN |
|----------------------------|-------|-------|--------|---------|
| Trustee Karen V. Mills | _____ | _____ | _____ | _____ |
| Trustee Cary J. Collins | _____ | _____ | _____ | _____ |
| Trustee Raymond M. Kincaid | _____ | _____ | _____ | _____ |
| Trustee Jacquelyn Green | _____ | _____ | _____ | _____ |
| Trustee Anna Newell | _____ | _____ | _____ | _____ |
| Trustee Gary J. Pilafas | _____ | _____ | _____ | _____ |
| Mayor William D. McLeod | _____ | _____ | _____ | _____ |

APPROVED THIS _____ DAY OF _____, 2009

Village President

ATTEST:

Village Clerk

RESOLUTION NO. _____ - 2009

VILLAGE OF HOFFMAN ESTATES

A RESOLUTION ABATING A PORTION
OF THE 2008 TAX LEVY - TAXABLE SERIES 2005A
GENERAL OBLIGATION BOND

WHEREAS, the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, has heretofore issued Fifty Four Million, Nine Hundred Thirty Five Thousand Dollars (\$54,935,000.00) Taxable General Obligation Bonds dated August 1, 2005, and provided for the levy of taxes to pay the same in and for each of the years 2006 to 2032, inclusive, pursuant to Ordinance No. 3738-2005 passed by the President and Board of Trustees of said Village of Hoffman Estates, on the 18th day of July, 2005, a certified copy of said ordinance having been filed in the office of the County Clerk on the 22nd day of July, 2005; and

WHEREAS, provision has been made in the ordinance for the levy of taxes to fund the year 2009, sufficient to produce the amount of Four Million, Seven Hundred Nineteen Thousand Dollars (\$4,719,000.00); and

WHEREAS, there was abated Eight Hundred Twenty Three Thousand, One Hundred Forty Two Dollars and Fifty Cents (\$823,142.50) as per the Direction for Abatement of Taxes filed with the County Clerk, Tax Extension Division, on the 9th day of August, 2005; and

WHEREAS, this results in the exact amount of taxes required to produce Three Million, Eight Hundred Ninety Five Thousand, Eight Hundred Fifty Seven Dollars and Fifty Cents (\$3,895,857.50) for payment of One Million, One Hundred Twenty Thousand Dollars (\$1,120,000.00) principal and Two Million, Seven Hundred Seventy Five Thousand, Eight Hundred Fifty Seven Dollars and Fifty Cents (\$2,775,857.50) interest on said bonds; and

WHEREAS, there is available in the 2005A Bond Fund surplus totaling Three Million, Eight Hundred Ninety Five Thousand, Eight Hundred Fifty Seven Dollars and Fifty Cents (\$3,895,857.50) and said funds are now on hand and available for the payment of principal and interest on said bonds; and

WHEREAS, the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, has heretofore authorized the levy and collection of taxes for the fiscal year beginning January 1, 2009 and ending December 31, 2009 pursuant to an Ordinance No. 4074-2008 passed by the President and Board of Trustees of said Village of Hoffman Estates on the 1st day of December, 2008, a certified copy of said ordinance having been filed in the Office of the County Clerk.

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 County Clerk of Cook and Kane Counties, Illinois, shall and is hereby authorized and directed to abate Three Million, Eight Hundred Ninety Five Thousand, Eight Hundred Fifty Seven Dollars and Fifty Cents (\$3,895,857.50) of that portion of the taxes to be levied for the year 2008 for the Village of Hoffman Estates that would be extended for the Taxable Series 2005A General Obligation Bond and interest purposes, reducing said levy from Three Million, Eight Hundred Ninety Five Thousand, Eight Hundred Fifty Seven Dollars and Fifty Cents (\$3,895,857.50) to Zero Dollars (\$0). The provision for loss and cost will now be \$0 (2%) bringing the total 2005A General Obligation debt service tax levy to Zero Dollars (\$0).

Section 2: That the Village Clerk shall and hereby is directed to file with the County Clerk of Cook and Kane Counties, Illinois, a certified copy of this Resolution.

Section 3: That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4: That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED THIS _____ day of _____, 2009

| VOTE | AYE | NAY | ABSENT | ABSTAIN |
|----------------------------|-------|-------|--------|---------|
| Trustee Karen V. Mills | _____ | _____ | _____ | _____ |
| Trustee Cary J. Collins | _____ | _____ | _____ | _____ |
| Trustee Raymond M. Kincaid | _____ | _____ | _____ | _____ |
| Trustee Jacquelyn Green | _____ | _____ | _____ | _____ |
| Trustee Anna Newell | _____ | _____ | _____ | _____ |
| Trustee Gary J. Pilafas | _____ | _____ | _____ | _____ |
| Mayor William D. McLeod | _____ | _____ | _____ | _____ |

APPROVED THIS _____ DAY OF _____, 2009

Village President

ATTEST:

Village Clerk

RESOLUTION NO. _____ - 2009

VILLAGE OF HOFFMAN ESTATES

A RESOLUTION ABATING A PORTION
OF THE 2008 TAX LEVY – SERIES 2008A
GENERAL OBLIGATION BOND

WHEREAS, the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, did on the 3rd day of March, 2008 adopt Ordinance No. 4009-2008 entitled:

AN ORDINANCE providing for the issuance of one or more Series of General Obligation Bonds (the "Bonds"), of the Village of Hoffman Estates, Counties of Cook and Kane, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said Bonds all for the purpose of paying a portion of the cost of the acquisition, construction, design, and installation of a new municipal fire station and a new municipal water tank and related water system improvements, the reconstruction and resurfacing of various streets and related infrastructure, the reconstruction, repair and rehabilitation of the municipal office building, and the acquisition of land, and the design and construction and installation of a new police station and other public building projects, including reimbursing the Village for a portion of such costs, and to pay capitalized interest and the costs of issuance of the Bonds

(the "Bond Ordinance"). The Bond Ordinance authorized the issuance of not to exceed Fifty Seven Million Dollars (\$57,000,000.00) General Obligation Bonds in one or more series (the "Bonds"), of the Village; and

WHEREAS, in addition to all other taxes, there was levied upon the taxable property in the Village, in each of the years 2008 through 2038, inclusive, a direct annual tax sufficient for the purpose of paying interest and principal on the Bonds, as follows:

| <u>Year of Levy</u> | <u>An Amount Sufficient to Produce the Sum of:</u> |
|---------------------|--|
| 2008 | \$ 5,000,000.00 |
| 2009 | 5,000,000.00 |
| 2010 | 5,000,000.00 |
| 2011 | 5,000,000.00 |
| 2012 | 5,000,000.00 |
| 2013 | 5,000,000.00 |
| 2014 | 5,000,000.00 |
| 2015 | 5,000,000.00 |
| 2016 | 5,000,000.00 |
| 2017 | 5,000,000.00 |
| 2018 | 5,000,000.00 |
| 2019 | 5,000,000.00 |
| 2020 | 5,000,000.00 |
| 2021 | 5,000,000.00 |
| 2022 | 5,000,000.00 |
| 2023 | 5,000,000.00 |
| 2024 | 5,000,000.00 |
| 2025 | 5,000,000.00 |
| 2026 | 5,000,000.00 |
| 2027 | 5,000,000.00 |
| 2028 | 5,000,000.00 |

| | |
|------|--------------|
| 2029 | 5,000,000.00 |
| 2030 | 5,000,000.00 |
| 2031 | 5,000,000.00 |
| 2032 | 5,000,000.00 |
| 2033 | 5,000,000.00 |
| 2034 | 5,000,000.00 |
| 2035 | 5,000,000.00 |
| 2036 | 5,000,000.00 |
| 2037 | 5,000,000.00 |
| 2038 | 5,000,000.00 |

WHEREAS, the Village has issued Twenty Six Million, Six Hundred Forty Five Thousand Dollars (\$26,645,000.00) General Obligation Bonds, Series 2008A (the "Series 2008A Bonds") pursuant to the Bond Ordinance and has not issued any other series of bonds pursuant to the Bond Ordinance as of the date hereof; and

WHEREAS, the President and the Board of Trustees of the Village have determined that the principal and interest due in calendar year 2009 on all outstanding Bonds (which include only the Series 2008A Bonds) is equal to One Million, Three Hundred Thirty Two Thousand, Two Hundred Fifty Dollars (\$1,332,250.00) and of such amount Zero Dollars (\$0.00) is due with respect to principal; and

WHEREAS, the President and the Board of Trustees of the Village have determined that Two Million, Eight Hundred Ninety Three Thousand, Two Hundred Seventy Dollars and Sixty Five Cents (\$2,893,270.65) of proceeds from the sale of the Series 2008 Bonds was deposited in the Series 2008A Bonds Capitalized Interest Fund Subaccount of the General Obligation Bonds, Series 2008 – Capitalized Interest Fund (the "Capitalized Interest Fund") for the purpose of paying capitalized interest on the Series 2008 Bonds; and

WHEREAS, the President and Board of Trustees of the Village have determined that One Million, Thirty Nine Thousand, One Hundred Fifty Five Dollars (\$1,039,155.00) of the proceeds of the Series 2008 Bonds is still on deposit in the Capitalized Interest Fund and such amounts are still available to pay interest on the Bonds due on June 1, 2009 and December 1, 2009; and

WHEREAS, the President and the Board of Trustees of the Village hereby direct that the remaining One Million, Thirty Nine Thousand, One Hundred Fifty Five Dollars (\$1,039,155.00) of the proceeds from the sale of the Series 2008 Bonds which were deposited in the Capitalized Interest Fund be used in accordance with the Bond Ordinance and Bond Order relating to the Series 2008 Bonds to pay such interest due on the Series 2008 Bonds on June 1, 2009 and on December 1, 2009; and

WHEREAS, the President and Board of Trustees of the Village have determined that a portion of the proceeds of the Series 2008 Bonds was used to finance, among other things, the acquisition, construction, design, and installation of a new municipal water tank and related water system improvements; and

WHEREAS, the President and Board of Trustees of the Village have determined that Two Hundred Ninety Three Thousand, Ninety Five Dollars (\$293,095.00) of the funds in the Village's water and sewer fund is available to pay debt service on the Bonds due in 2009; and

WHEREAS, the President and the Board of Trustees of the Village hereby direct that \$293,095.00 of the funds in the Village's water and sewer fund be deposited in the Bond Fund established for the Series 2008 Bonds to pay interest due on the Series 2008 Bonds on June 1, 2009 and on December 1, 2009 and hereby pledge such amount in the Village's water and sewer fund for such payment; and

WHEREAS, the President and the Board of Trustees of the Village have determined, after taking into account the One Million, Thirty Nine Thousand, One Hundred Fifty Five Dollars (\$1,039,155.00) of Series 2008 Bond proceeds available to pay interest on the Series 2008A Bonds and the Two Hundred Ninety Three Thousand, Ninety Five Dollars (\$293,095.00) in the Village's water and sewer fund which is available to pay interest on the Series 2008A Bonds, all of which is or will be deposited and unencumbered in the Capitalized Interest Fund or the Bond Fund established for the Series 2008 Bonds, that said amounts with earnings to be received thereto and the projected earnings on the Capitalized Interest Fund and the Bond Fund prior to June 1, 2009 and December 1, 2009, are sufficient for the purpose of paying principal and interest maturing on the Series 2008 Bonds to and including December 1, 2009; and

WHEREAS, the President and the Board of Trustees of the Village have determined that it is advisable and in the best interest of said Village that the annual direct tax heretofore levied by said Bond Ordinance for the 2008 levy year on the taxable property in the Village for the year 2008 for the purpose of paying interest and principal due on the Bonds in calendar year 2009 be abated in the amount of Five Million Dollars (\$5,000,000.00) producing a net levy in the amount of Zero Dollars (\$0.00) for 2008.

WHEREAS, the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, has heretofore authorized the levy and collection of taxes for the fiscal year beginning January 1, 2009 and ending December 31, 2009 pursuant to an Ordinance No. 4074-2008 passed by the President and Board of Trustees of said Village of Hoffman Estates on the 1st day of December, 2008, a certified copy of said ordinance having been filed in the Office of the County Clerk.

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 County Clerk of Cook and Kane Counties, Illinois, shall and is hereby authorized and directed to abate Five Million Dollars (\$5,000,000.00) of that portion of the taxes to be levied for the year 2008 for the Village of Hoffman Estates that would be extended for the Series 2008A General Obligation Bond and interest purposes, reducing said levy from Five Million Dollars (\$5,000,000.00) to Zero Dollars (\$0). The provision for loss and cost will now be \$0 (2%) bringing the total 2008A General Obligation debt service tax levy to Zero Dollars (\$0).

Section 2: That the Village Clerk shall and hereby is directed to file with the County Clerk of Cook and Kane Counties, Illinois, a certified copy of this Resolution.

Section 3: That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4: That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED THIS _____ day of _____, 2009

| VOTE | AYE | NAY | ABSENT | ABSTAIN |
|----------------------------|-------|-------|--------|---------|
| Trustee Karen V. Mills | _____ | _____ | _____ | _____ |
| Trustee Cary J. Collins | _____ | _____ | _____ | _____ |
| Trustee Raymond M. Kincaid | _____ | _____ | _____ | _____ |
| Trustee Jacquelyn Green | _____ | _____ | _____ | _____ |
| Trustee Anna Newell | _____ | _____ | _____ | _____ |
| Trustee Gary J. Pilafas | _____ | _____ | _____ | _____ |
| Mayor William D. McLeod | _____ | _____ | _____ | _____ |

APPROVED THIS _____ DAY OF _____, 2009

Village President

ATTEST:

Village Clerk

CONSENT CALENDAR

AND

SECOND READING

ORDINANCE NO. _____ - 2009

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING
SECTIONS 8-1-7, 8-1-9, 8-1-10, 8-2-1 AND 8-4-9 OF
CHAPTER 8, LICENSES, 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 8-1-7, REQUIRED INFORMATION, of the Hoffman Estates Municipal Code be and is hereby repealed.

Section 2: That Section 8-1-9, PRO-RATED FEES, of the Hoffman Estates Municipal Code be and the same is hereby amended to read as follows:

Section 8-1-9. PRO-RATED FEES

When any Business license is issued after the first day of November in any year, the license fee shall be one-half of the annual license fee. When any General Premise business license is issued after the first day of March in any year, the license fee shall be one-half of the annual license amount

Section 3: That Section 8-1-10, TERMINATION OF LICENSES, of the Hoffman Estates Municipal Code be and same is hereby amended to read as follows:

Section 8-1-10. TERMINATION OF LICENSES

All annual Business licenses shall begin on May 1, and terminate on April 30 of the following year, except for General Premise Business Licenses which shall begin on September 1, and terminate on August 31 of the following year.

Section 4: That Section 8-2-1, FEES, of the Hoffman Estates Municipal Code be and the same is hereby amended by amending Special Events License of Sub-Section A, Business Licenses, 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

| | |
|-------------------------|--|
| Special Events License | \$ 50.00 (plus applicable fees if license would otherwise be required) |
| Home Occupation License | 25.00 |
| Retail Sales & Service | 50.00 |
| Helipads | 100.00 |
| Special Use Antennas | 50.00 |

Section 5: That Section 8-4-9, ROLLER SKATING RINK, of the Hoffman Estates Municipal Code be and the same is hereby amended to read as follows:

Section 8-4-9. ROLLER SKATING RINK

A. License Required - It shall be unlawful to operate or maintain a public roller skating rink in the Village without having obtained a license therefore as is herein provided.

B. Hours - The hours of operation shall be permitted as follows:

9:00 a.m. - 12:01 a.m.

C. Premises - It shall be unlawful to conduct a public roller skating rink in any hall or building not equipped with sufficient and adequate exits as specified in the International Fire Code; and no hall or building which is not provided with at least two exits of four feet or more in width shall be used for such purposes.

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

Section 7: That this Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2009

| VOTE | AYE | NAY | ABSENT | ABSTAIN |
|----------------------------|-------|-------|--------|---------|
| Trustee Karen V. Mills | _____ | _____ | _____ | _____ |
| Trustee Cary J. Collins | _____ | _____ | _____ | _____ |
| Trustee Raymond M. Kincaid | _____ | _____ | _____ | _____ |
| Trustee Jacquelyn Green | _____ | _____ | _____ | _____ |
| Trustee Anna Newell | _____ | _____ | _____ | _____ |
| Trustee Gary J. Pilafas | _____ | _____ | _____ | _____ |
| Mayor William D. McLeod | _____ | _____ | _____ | _____ |

APPROVED THIS _____ DAY OF _____, 2009

Village President

ATTEST:

Village Clerk
Published in pamphlet form this _____ day of _____, 2009.

ORDINANCE NO. _____ - 2009

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE TO ENTER INTO A LEASE
WITH DENALI SPECTRIUM OPERATIONS LLC,
D/B/A CRICKET COMMUNICATIONS,
4690 OLMSTEAD DRIVE, HOFFMAN ESTATES, ILLINOIS

WHEREAS, 65 ILCS 5/11-76-1 requires that the corporate authorities must ordain the entering into any lease of more than two years; and

WHEREAS, Denali Spectrum Operations d/b/a Cricket Communications (lessee) has been awarded a special use for the installation of three (3) cellular towers and construction of an equipment shelter at 4690 Olmstead Drive, owned by the Village of Hoffman Estates (lessor).

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 the entry into a lease with Denali Spectrum Operations for twenty (20) years at the Village property located at 4690 Olmstead Drive is necessary and convenient for the health, safety and welfare of the community.

Section 2: That the Village of Hoffman Estates hereby directs its Village President to enter into a lease with Denali Spectrum Operations upon the terms and conditions and in the form of each lease as attached as Exhibit "A".

Section 3: That the Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 4: That this Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2009

| VOTE | AYE | NAY | ABSENT | ABSTAIN |
|----------------------------|-------|-------|--------|---------|
| Trustee Karen V. Mills | _____ | _____ | _____ | _____ |
| Trustee Cary J. Collins | _____ | _____ | _____ | _____ |
| Trustee Raymond M. Kincaid | _____ | _____ | _____ | _____ |
| Trustee Jacquelyn Green | _____ | _____ | _____ | _____ |
| Trustee Anna Newell | _____ | _____ | _____ | _____ |
| Trustee Gary J. Pilafas | _____ | _____ | _____ | _____ |
| Mayor William D. McLeod | _____ | _____ | _____ | _____ |

APPROVED THIS _____ DAY OF _____, 2009

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2009.

COMMUNICATIONS SITE LEASE AGREEMENT
(WATER TOWER)

This Communications Site Lease Agreement (Water Tower) ("Agreement") is entered into this _____ day of _____, 2009, between DENALI SPECTRUM OPERATIONS, LLC, a Delaware limited liability company, having an office at 10307 Pacific Center Court, San Diego, California 92121 ("Lessee"), and the Village of Hoffman Estates, an Illinois municipal corporation ("Lessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") and a water tower (the "Water Tower") located thereon in the Village of Hoffman Estates, County of Cook, State of Illinois, more commonly known as 4690 Olmstead, Hoffman Estates, Illinois 60169. (the Water Tower and Land are collectively, the "Property") The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately one hundred fifty (150) square feet of the Land and space on the Water Tower (collectively, the "Premises") as described in the site plans approved by the Village and attached as Exhibit B.
2. **Use.** Premises may be used by Lessee for any activity in connection with the provision of communication services. Lessor at Lessee's expense, hereby authorizes Lessee, its agents, servants and contractors to act on its behalf pertaining to application for and obtaining zoning, building permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises for and during the term of this Agreement. Lessee must comply with all Village zoning and building codes.
3. **Tests and Construction.** Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Land for the purpose of: making necessary engineering surveys, inspections, soil test borings, other reasonable necessary tests and constructing the Lessee's Facilities (as defined in Paragraph 6(a); provided, however, such tests and constructing shall be at Lessee's sole cost and expense. Upon Lessee's request, Lessor agrees to make available to Lessee copies of all plans, specifications, surveys and water tower maps for the Land and Water Tower. The water tower map shall include, if available, the elevation of all antennas on the Water Tower and the frequencies upon which each operates.

Lessee's construction and installation work shall be performed in a good and workmanlike manner. Lessee undertakes full and complete responsibility at all times hereafter for the expenses of, and quality of, construction and compliance with all code requirements and regulations of governmental authorities having jurisdiction over the construction, including but not limited to compliance with acts effecting construction of

public buildings and service areas used by public employees, and Lessee agrees to remedy or correct any deficiencies with such compliance. The construction shall be processed pursuant to permit and conducted by authorized and licensed personnel and shall be performed in compliance with local and State requirements for construction activities upon public property. The construction work shall proceed without interference or disruption, or minimalization of same, to the current operations of the Fire Department and Public Works operations. Lessee shall post applicable performance guarantees as required by Village Code.

4. **Term.** The term of this Agreement shall be for twenty (20) years commencing on the date Lessee begins commercial operation of the Lessee's Facilities (as defined in Paragraph 6 (a) or April 1, 2009, whichever first occurs ("Commencement Date").

5. **Rent.** Within thirty (30) business days of the Commencement Date and on the first day of each year thereafter, Lessee shall pay to Lessor annual rent, the amounts shown on Exhibit C attached. Rent for any fractional year at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at 1900 Hassell Road, Hoffman Estates, Illinois 60169; Attention: Village Finance Director.

6. **Facilities; Utilities; Access.**

(a) Lessee, at its sole cost and expense, and subject to site plan approval, has the right to erect, maintain and operate on the Premises radio communications facilities, including utility lines, transmission lines, an air conditioned equipment shelter, electronic equipment radio transmitting and receiving antennas, Microwave dishes and global positioning system antennas, and supporting structures thereto ("Lessee's Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. Title to the Lessee's Facilities shall be held by Lessee. Lessee's Facilities shall remain Lessee's personal property and are not fixtures. Lessee shall remove all Lessee's Facilities at its sole expense on or before the expiration or earlier termination of the Agreement Lessee shall repair any damage to the Premises caused by such removal except for normal wear and tear and loss by casualty or other beyond Lessee's control.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right at its sole expense to draw electricity by submeter and other utilities from the existing utilities on the Property or obtain, at its sole cost and expense, separate utility service from any utility company that will provide service to the Property (including a standby power generator for Lessee's exclusive use). Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and servicing utility company.

(c) Lessee, Lessee's employees, agents, and subcontractors shall have access to the premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee and its agents, employees, contractors, guests and invitees a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B. Lessee shall give notice to Lessor if it goes upon the Tower.

Lessee agrees to protect the integrity and security of the Lessor's property by strictly adhering to all ingress and egress procedures established by the Lessor.

7. Interference.

(a) Lessee shall operate the Lessee's Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Property, provided that their installations predate the execution of this Agreement. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Lessee's Facilities, Lessor shall not permit its lessees or licensees to install new equipment on the Property if such equipment is likely to cause interference with lessee's operations. Lessor shall give notice to Lessee of any proposed new installations. If Lessee has any objection, it must object in writing prior to the new equipment being installed.

(c) Unless authorization is obtained from the Lessor, Lessee is prohibited from storing materials and/or equipment on the site.

8. Taxes.

(a) Lessee shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property. Lessor shall be solely responsible for and shall timely pay all real estate, special assessments or similar taxes relating to the Property, including any improvements made by Lessee. Lessee shall reimburse Lessor for the amount of any increase in real estate taxes attributable to Lessee's improvements, as determined by the local assessor upon receipt of a copy of the tax bill and request for reimbursement from Lessor. At the request of either party, the other shall provide evidence of payment of taxes.

(b) Lessee shall have the right to contest all taxes, assessments, charges and impositions, and Lessor agrees to join in such contest if required by law and to permit the Lessee to proceed with the contest in Lessor's name, provided the expense of the contest is borne by Lessee. If the Lessor initiates an action to contest taxes or other items, the

Lessee may join in such action, provided Lessee pays its own expenses if so participating. Lessor shall, within fourteen (14) days of receipt of notice of any increase in taxes, assessments or other charges, send a copy of such notice to Lessee.

9. **Waiver of Lessor's Lien.**

(a) Lessor waives any lien rights it may have concerning the Lessee's Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessee may enter into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee's Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment or distress for any Rent due or to become due and that Collateral may be removed at any time without recourse to legal proceedings.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee's Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reason, including, without limitation, signal interference; or (vi) or if Denali produces any interference to Village or public safety that cannot be resolved within thirty (30) days, the lease may be terminated by Lessor; or (vii) by Lessor if Lessor determines that the premises is obsolete for municipal water distribution purposes, the lease may be terminated by Lessor upon sixty (60) days written notice. Lessee is not entitled to proration of prepaid rent if Lessee terminates this Agreement.

11. **Destruction or Condemnation.** If the Premises or Lessee's Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of

condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.** Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee's Facilities bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises all as provided for herein. Lessor shall be named as an additional insured on the Lessee's policy. Each party shall provide a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

13. **Assignment and Subletting.** Lessee may not assign or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor provided, however, that Lessee may assign, without Lessor's consent, its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets in the market as defined by the Federal Communications Commission in which the property is located subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 9 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including, but not limited to, those set forth in Paragraph 9 above, and Lessee may sublet or license all or any portion of the Premises to one or more entities for communications uses only without Lessor's consent. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereat; (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guarantees thereof.

14. **Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Lessor agrees to indemnify and hold harmless Lessee from any and all claims as warranted in this paragraph on Lessee's leasehold interest.

15. **Repairs.**

(a) Lessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Lessee.

Upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

(b) Lessee, at its sole cost and expense, agrees to reimburse Lessor for reasonable costs associated with Lessor's need to hire a structural engineer to inspect the Water Tower on an annual basis if requested by Lessor for any damage caused by Lessee's equipment and to provide Lessor with a copy of the inspection report. In the event Lessor permits additional Lessees on the Water Tower, the cost and expense of said engineer shall be shared equally.

(c) Lessee shall reimburse Lessor for reasonable costs associated with increase in Lessor's site landscaping maintenance services costs.

16. Hazardous Substances. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (i) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (ii) that Lessor will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessee agrees to defend, indemnify and hold harmless Lessor against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this Section. As used in this paragraph "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

17. Maintenance of Water Tank. Lessor may perform maintenance on the water tank, both structural and cosmetic (paint), at whatever intervals may be required to assure the integrity and longevity of the facility, provided Lessor provides thirty (30) days written notice to Lessee, and the opportunity, at Lessee's cost and expense, to temporarily relocate and continue to operate its antennas, or otherwise to secure the antennas or the Communications Facility generally, to protect them from damage and allow Lessee to continue to operate. Lessee will be permitted to install any type of temporary facility, such as a cell site on wheels ("COW"), necessary to keep its Communication Facility operational. Further, any maintenance will be conducted by Lessor as diligently and expeditiously as possible. Lessee will remove and reinstall its equipment at its cost if requested by the Lessor as needed to perform structural and cosmetic maintenance.

18. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties and supersedes all other negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail return receipt requested or reliable overnight courier to the address of the respective parties set forth below:

LESSOR: Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169
Attn: Village Manager

With a copy to: Arthur L. Janura, Jr.
Arnstein & Lehr LLP
2800 West Higgins Road., Ste. 425
Hoffman Estates, IL 60169-7246

LESSEE: Denali Spectrum Operations, LLC
c/o Cricket Communications, Inc.
10307 Pacific Center Court
San Diego, CA 92121
Attn: Dan Rebeor

With a copy to: Denali Spectrum Operations, LLC
c/o Cricket Communications, Inc.
10307 Pacific Center Court
San Diego, CA 92121
Attn: Legal Department

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the State of Illinois.

(f) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such approval or consent shall not be unreasonably or withheld.

(g) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(h) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

(i) The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

19. **Acts of God, Vandalism.** Lessee shall hold Lessor harmless for any damage to Lessee equipment arising from acts of God or vandalism to Lessee's equipment and/or Lessor's equipment/facilities that are not due to Lessor's gross negligence or intentional acts.

20. **Water Tower Marking and Lighting Requirements.** Lessor shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Should Lessee be cited because the Property is not in compliance and noncompliance and should Lessor fail to cure the conditions of noncompliance, Lessee may either terminate this Agreement or proceed to cure the conditions of noncompliance at Lessor's expense which amounts may be deducted from the Rent.

SIGNATURES ON FOLLOWING PAGE

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

LESSOR:

LESSEE:

VILLAGE OF HOFFMAN ESTATES,
an Illinois municipal corporation

DENALI SPECTRUM OPERATIONS, LLC,
a Delaware limited liability company

By: _____
William McLeod

By: Denali Spectrum Licensee, LLC
Its sole member

Date: _____

By: Denali Spectrum, LLC
Its sole member

Title: Village President

By: Denali Spectrum Manager, LLC
Its manager

Tax ID: 36-2434131

By: Doyton, Limited
Its manager

By: Brian Root

Printed Name: Brian Root

Its: Operations Manager

Date: 2/5/09

**EXHIBIT A
DESCRIPTION OF LAND**

To the Agreement dated _____, 2009, by and between Village of Hoffman Estates, as Lessor, and Denali Spectrum Operations, LLC, a Delaware limited liability company, as Lessee, the Land is described and/or depicted as follows:

LEGAL DESCRIPTION:

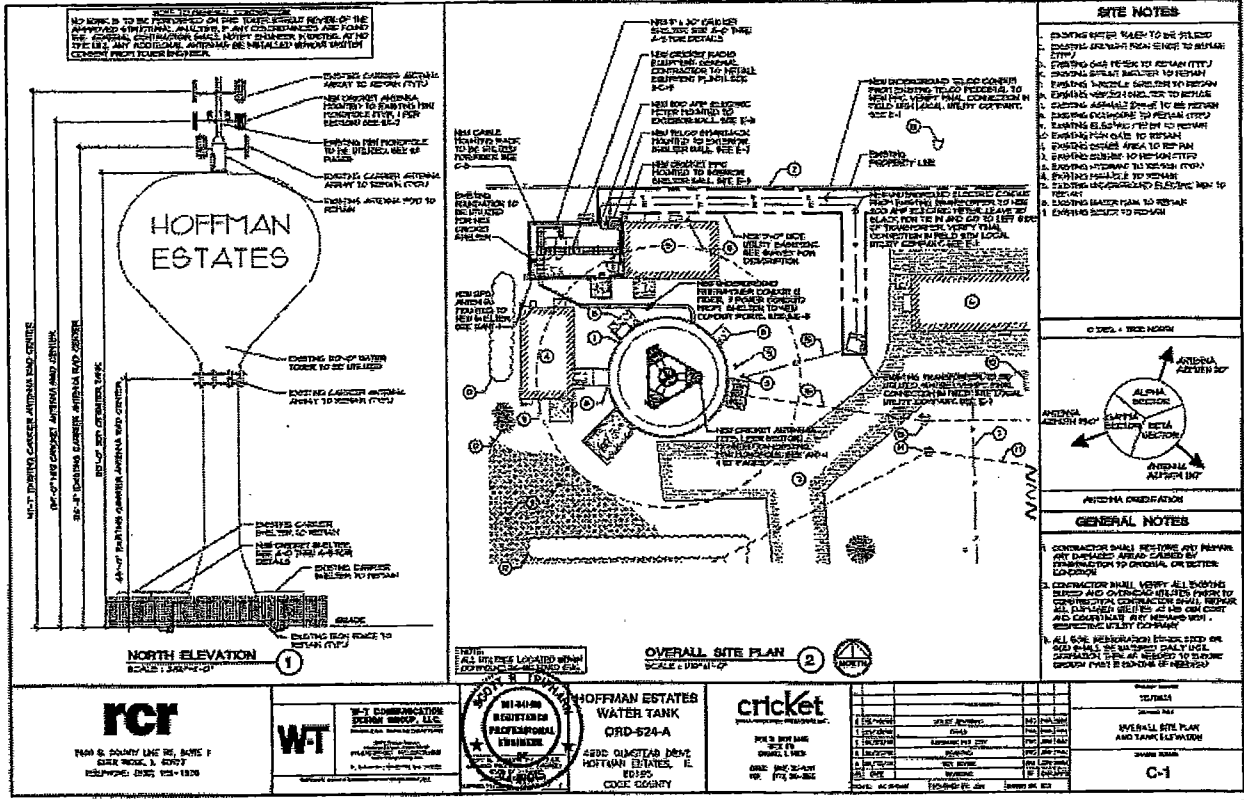
TO BE PROVIDED

PIN: 02-19-119-055-8001

LEGAL DESCRIPTION:

THAT PART OF LOTS 19 TO 23 INCLUSIVE IN BLOCK 29 IN HOWIE IN THE HILLS UNIT ONE, A SUBDIVISION IN SECTION 19, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THOSE PARTS OF SAID LOTS INCLUDED IN HEATHSTONE UNIT 2 SUBDIVISION RECORDED JANUARY 4, 1991 AS DOCUMENT NUMBER 91005615, ORBIT SUBDIVISION RECORDED JUNE 29, 1994 AS DOCUMENT NUMBER 94567194, AND THAT PART OF LOT 23 TAKEN FOR OLMSTEAD DRIVE), BEING A TRACT OF LAND DESCRIBED AS BEING NORTH OF A LINE 120 FEET SOUTH OF THE SOUTH LINE OF ORBIT, A RESUBDIVISION OF LOTS 1 AND 2 IN MERIDIAN'S COMMERCIAL ADDITION TO WESTBURY, AND LOTS 13 TO 19 IN BLOCK 29, PART OF LOTS 18 AND 19, ALL OF LOTS 20 TO 23 IN BLOCK 22 AND THE VACATED STREET LYING WITHIN, IN HOWIE IN THE HILLS UNIT ONE, AND LYING WEST OF THE EAST BOUNDARY LINE OF SAID ORBIT EXTENDED SOUTHERLY AND EAST OF A LINE 288 FEET WEST OF THE WEST BOUNDARY LINE OF OLMSTEAD DRIVE, AS DEDICATED PER DOCUMENT 2706839, RECORDED DECEMBER 16, 1980, IN COOK COUNTY, ILLINOIS.

EXHIBIT B SITE PLAN



rcr
1600 S. COUNTY LINE ST. SUITE 100
CHICAGO, IL 60605
TELEPHONE: (312) 424-1100

WT
W-T COMMUNICATIONS SYSTEM GROUP, LLC
1000 N. MICHIGAN ST. SUITE 1000
CHICAGO, IL 60611
TELEPHONE: (312) 424-1100

HOFFMAN ESTATES WATER TANK
ORD-624-A
4200 QUINCY DRIVE
HOFFMAN ESTATES, IL 60139
COURT COPY

cricket
PO BOX 100
CHICAGO, IL 60602
TELEPHONE: (312) 424-1100

| NO. | DATE | DESCRIPTION | BY | CHKD. |
|-----|----------|----------------------|----------|----------|
| 1 | 01/15/03 | ISSUED FOR PERMITS | J. SMITH | J. SMITH |
| 2 | 01/20/03 | REVISED PER COMMENTS | J. SMITH | J. SMITH |
| 3 | 01/25/03 | REVISED PER COMMENTS | J. SMITH | J. SMITH |
| 4 | 01/30/03 | REVISED PER COMMENTS | J. SMITH | J. SMITH |
| 5 | 02/05/03 | REVISED PER COMMENTS | J. SMITH | J. SMITH |
| 6 | 02/10/03 | REVISED PER COMMENTS | J. SMITH | J. SMITH |
| 7 | 02/15/03 | REVISED PER COMMENTS | J. SMITH | J. SMITH |
| 8 | 02/20/03 | REVISED PER COMMENTS | J. SMITH | J. SMITH |
| 9 | 02/25/03 | REVISED PER COMMENTS | J. SMITH | J. SMITH |
| 10 | 03/01/03 | REVISED PER COMMENTS | J. SMITH | J. SMITH |

REVISIONS

NO. DATE DESCRIPTION BY CHKD.

1 01/15/03 ISSUED FOR PERMITS J. SMITH J. SMITH

2 01/20/03 REVISED PER COMMENTS J. SMITH J. SMITH

3 01/25/03 REVISED PER COMMENTS J. SMITH J. SMITH

4 01/30/03 REVISED PER COMMENTS J. SMITH J. SMITH

5 02/05/03 REVISED PER COMMENTS J. SMITH J. SMITH

6 02/10/03 REVISED PER COMMENTS J. SMITH J. SMITH

7 02/15/03 REVISED PER COMMENTS J. SMITH J. SMITH

8 02/20/03 REVISED PER COMMENTS J. SMITH J. SMITH

9 02/25/03 REVISED PER COMMENTS J. SMITH J. SMITH

10 03/01/03 REVISED PER COMMENTS J. SMITH J. SMITH

OVERALL SITE PLAN AND TANK ELEVATION

DATE: 03/01/03

EXHIBIT C

| <u>YEAR</u> | <u>MONTHLY</u> | <u>ANNUALLY</u> |
|-------------|----------------|-----------------|
| 2009 | \$3,558.00 | \$42,696.00 |
| 2010 | \$3,700.32 | \$44,403.84 |
| 2011 | \$3,848.33 | \$46,179.96 |
| 2012 | \$4,002.26 | \$48,027.12 |
| 2013 | \$4,162.35 | \$49,948.20 |
| 2014 | \$4,328.84 | \$51,946.08 |
| 2015 | \$4,501.99 | \$54,023.88 |
| 2016 | \$4,682.07 | \$56,184.84 |
| 2017 | \$4,869.35 | \$58,432.20 |
| 2018 | \$5,064.12 | \$60,769.44 |
| 2019 | \$5,317.33 | \$63,807.96 |
| 2020 | \$5,583.20 | \$66,998.40 |
| 2021 | \$5,862.36 | \$70,348.32 |
| 2022 | \$6,155.48 | \$73,865.76 |
| 2023 | \$6,463.25 | \$77,559.00 |
| 2024 | \$6,786.41 | \$81,436.92 |
| 2025 | \$7,125.73 | \$85,508.76 |
| 2026 | \$7,482.02 | \$89,784.24 |
| 2027 | \$7,856.12 | \$94,273.44 |
| 2028 | \$8,248.93 | \$98,987.16 |
| 2029 | \$8,661.38 | \$103,936.56 |
| 2030 | \$9,094.45 | \$109,133.40 |
| 2031 | \$9,549.17 | \$114,590.04 |
| 2032 | \$10,026.63 | \$120,319.56 |
| 2033 | \$10,527.96 | \$126,335.52 |

**FOR THE FIRST TEN YEARS, RATES INCREASE ANNUALLY AT 4%
THEREAFTER RATES CONTINUE TO INCREASE ANNUALLY AT 5%**

NEW BUSINESS

**BACKUP INFORMATION FOR NEW BUSINESS
ITEMS HAS NOT BEEN RECOPIED.**

**IF YOU DESIRE COPIES OF ANY OF THE ITEMS
ALREADY HANDLED BY COMMITTEE AND NOW
BEING FORWARDED TO THE VILLAGE BOARD
FOR APPROVAL, PLEASE CONTACT THE VILLAGE
MANAGER'S OFFICE.**

THANK YOU.