

AGENDA
PLANNING, BUILDING AND ZONING COMMITTEE
Village of Hoffman Estates
August 24, 2009

Immediately Following the Transportation & Road Improvement Committee

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

I. Roll Call

II. Approval of Minutes - July 27, 2009

NEW BUSINESS

1. Request by Church of the Cross for a site plan amendment approval for additional parking spaces at Church of the Cross at 475 West Higgins Road.
2. Request by Shoe Factory Road, L.L.C. for direction to proceed with the negotiation of amendments to the Laufenberger Annexation and Development Agreement regarding land use and road construction timing.
3. Request approval of a resolution regarding formation of an Ad Hoc Complete Count Committee for the 2010 census.
4. Request authorization of an EDA Contract for Prairie Stone Parkway improvements to provide access to Prairie Stone Parcel 12 (The Saddle Room) in an amount not to exceed \$86,591.
5. Request authorization to award a contract for consulting services related to the Sears Centre Arena to International Facilities Group, Inc., Chicago, IL, in an amount not to exceed \$124,000.
6. Request acceptance of Department of Development Services monthly report for Planning Division.
7. Request acceptance of Department of Development Services monthly report for Code Enforcement Division.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

**Village of Hoffman Estates
PLANNING, BUILDING AND ZONING
COMMITTEE MEETING MINUTES**

DRAFT

July 27, 2009

I. Roll Call

Members in Attendance:

**Trustee Gary Pilafas, Chair
Trustee Karen Mills, Vice-Chair
Trustee Ray Kincaid, Trustee Member**

**Other Corporate Authorities
in Attendance:**

**Trustee Cary Collins
Trustee Jacquelyn Green
Trustee Anna Newell
President William McLeod**

Bev Romanoff, Village Clerk

**Management Team
in Attendance:**

**Dan O'Malley, Acting Village Manager
Arthur L. Janura Jr., Corporation Counsel
Mark Koplun, Asst. Village Manager – Development Services
Michael DuCharme, Director of Finance
Algean Garner, Director of Health & Human Services
Clint Herdegen, Chief of Police
Gary Salavitch, Director of Engineering
Gary Skoog, Director of Economic Development
Gordon Eaken, Director of IS
Kenneth Hari, Director of Public Works
Mike Hankey, Director of Transportation
Peter Gugliotta, Director of Planning
Robert Gorvett, Fire Chief
Bruce Anderson, Cable TV Coordinator
Dave Christensen, Emergency Management Coordinator
Rebecca Suhajda, Administrative Intern – Gen. Govt.**

Others in Attendance:

News Reporter from the Chicago Tribune

The Planning, Building & Zoning Committee meeting was called to order at 7:35 p.m.

II. Approval of Minutes

Motion by President McLeod, seconded by Trustee Collins, to approve the Planning, Building & Zoning Committee minutes of June 8, 2009. Voice vote taken. All ayes. Motion carried.

Motion by Trustee Collins, seconded by Trustee Newell, to approve the Special Planning, Building & Zoning Committee minutes of June 22, 2009. Voice vote taken. All ayes. Motion carried.

Motion by Trustee Collins, seconded by Trustee Newell, to approve the Special Planning, Building & Zoning Committee minutes of July 6, 2009. Voice vote taken. All ayes. Motion carried.

NEW BUSINESS

1. Request approval of the Community Development Block Grant (CDBG) Annual Action Plan 2009, for Program Year 4 of the Consolidated Plan 2006-2010.

A Committee Agenda Item summary sheet from Peter Gugliotta, Director of Planning, was presented to the committee.

Motion by Trustee Collins, seconded by Trustee Kincaid, to approve the Community Development Block Grant (CDBG) Annual Action Plan 2009, for Program Year 4 of the Consolidated Plan 2006-2010. Voice vote taken. All ayes. Motion carried.

2. Request by Handelsen Productemaatschappij Deshouw B.V. for a plat of easement for a new water main location at Barrington Square Mall located at 2300-2360 West Higgins Road.

A Committee Agenda Item summary sheet from Peter Gugliotta, Director of Planning, was presented to the committee.

Mr. Rich Gordon of Inter:Work Architects appeared before the Board.

Motion by Trustee Collins, seconded by Trustee Mills, to approve request by Handelsen Productemaatschappij Deshouw B.V. for a plat of easement for a new water main location at Barrington Square Mall located at 2300-2360 West Higgins Road. Voice vote taken. All ayes. Motion carried.

3. Request to consider proposals for the sale and/or reuse of Fire Station 24 at 2601 Pratum Avenue.

A Committee Agenda Item summary sheet from Mark Koplín, Asst. Village Manager-Development Services, and Gary Skoog, Director of Economic Development, was presented to the committee.

Michael Cooper, Dawn Larsen, and Reba Hervas of Overshadowed Productions, a non-profit organization, appeared before the Committee and provided an overview of their proposal to reuse the Fire Station for a theatrical venue sponsored by a faith based organization. Their proposal included a six-year lease with possible purchasing of the facility after that time.

A dialogue followed in which the pros and cons of the proposal were discussed.

Motion by Trustee Collins, seconded by Trustee Mills, to consider proposal submitted by Overshadowed Theatrical Productions for reuse of Fire Station 24 at 2601 Pratum Avenue. Roll call vote taken. Trustee Pilafas-aye; Trustee Mills-nay; Trustee Kincaid-nay; Trustee Collins-aye; Trustee Green-aye; Trustee Newell-nay; Mayor McLeod-nay. Motion failed.

4. Request by the Village of Hoffman Estates for final site plan approval for landscaping and an emergency generator and screening for a governmental land use at the new Police building at 411 West Higgins Road.

A Committee Agenda Item summary sheet from Peter Gugliotta, Director of Planning, was presented to the committee.

Motion by Trustee Mills, seconded by President McLeod, to grant request by the Village of Hoffman Estates for final site plan approval for landscaping and an emergency generator and screening for a governmental land use at the new Police building at 411 West Higgins Road. Voice vote taken. [Nay: Trustee Collins] Motion carried.

5. Request to have the Zoning Board of Appeals consider a text amendment regarding shed size.

A Committee Agenda Item summary sheet from Peter Gugliotta, Director of Planning, was presented to the committee.

Motion by Trustee Mills, seconded by Trustee Kincaid, to approve request to have the Zoning Board of Appeals consider a text amendment regarding shed size. Roll call vote taken. Trustee Pilafas-aye; Trustee Mills-aye; Trustee Kincaid-aye; Trustee Collins-nay; Trustee Green-aye; Trustee Newell-aye; Mayor McLeod-aye. Motion carried.

6. Discussion regarding the naming of the Entertainment District.

A Committee Agenda Item summary sheet from Gary Skoog, Director of Economic Development, was presented to the committee.

Motion by Trustee Collins, seconded by Trustee Mills, to select option 3, Poplar Creek 59/90 logo with circle. Roll call vote taken. Trustee Pilafas-aye; Trustee Mills-aye; Trustee Kincaid-nay; Trustee Collins-aye; Trustee Green-aye; Trustee Newell-aye; Mayor McLeod-aye. Motion carried.

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

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

Motion by Trustee Mills, seconded by Trustee Kincaid, to accept the Department of Development Services monthly report for Planning Division. Roll call vote taken. Trustee Pilafas-aye; Trustee Mills-aye; Trustee Kincaid-aye; Trustee Collins-aye; Trustee Green-aye; Trustee Newell-aye; Mayor McLeod-aye. Motion carried.

8. Request acceptance of Department of Development Services monthly report for Code Enforcement Division.

The Department of Development Service monthly report for Code Enforcement Division was presented to the Committee.

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

III. President's Report - None

IV. Other

Scott Triphahn of W-T Engineering, and Dennis Cortesi and Wayne Rodgers of Terrestris, appeared before the Committee at the invitation of Chairman Pilafas. Mr. Triphahn explained that it was their understanding their item regarding the Beacon Pointe project would be on tonight's agenda. When it was realized the item would not be on the agenda tonight, he talked to Chairman Pilafas and was here tonight to ask for consideration for the item to be heard at a Special Planning, Building & Zoning Committee meeting to be scheduled as soon as possible. The Board considered the request and due to schedule conflicts, it was determined that this item would be placed on the already scheduled August 24, 2009 Planning, Building & Zoning Committee agenda.

V. Items in Review - None

VI. Adjournment

Motion by Trustee Mills, seconded by Trustee Kincaid, to adjourn the meeting at 8:45 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Vicki Richardson, Legislative Assistant

Date

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request by Church of the Cross for a site plan amendment approval for additional parking spaces at Church of the Cross at 475 West Higgins Road

MEETING DATE: August 24, 2009

COMMITTEE: Planning, Building and Zoning

FROM: Peter Gugliotta *PG*

REQUEST: Request by Church of the Cross for a site plan amendment approval for additional parking spaces at Church of the Cross at 475 West Higgins Road.

BACKGROUND: Church of the Cross is immediately adjacent to the new police building under construction at 411 West Higgins Road. As part of the construction, portions of the church parking lot are being modified and restriped to help create an efficient parking field for both properties.

DISCUSSION: As an independent project, the church is proposing to add four new parking spaces on the north side of the building. Two of these spaces would be designated as handicapped parking spaces in accordance with applicable regulations. The intent of this project is to provide more proximate parking to the existing entrance on the north side of the building. These spaces would typically be utilized by staff during non-service times and available for all church members during services.

To lessen the impact of the construction, the church is looking to complete the parking space work during the same time as the police station construction.

The petitioner is proposing to install the parking area with a design that requires two waivers from the Subdivision Code. The plans identify a 21'-3" drive aisle instead of the required 24' drive aisle, and the paved area is proposed have a 0' setback instead of the required 10' setback along the north side of the property. This 0' setback is consistent with the existing driveway entrance.

The proposed layout of this area is shown on the attached drawings. As mentioned above, the drive aisle will be reduced to 21'-3" versus the standard 24', but the parking spaces and adjacent sidewalk will meet village code. The parking area will be surrounded by a raised curb, except for a small notched out area that will allow surface water to discharge into the landscape area. The amount of water expected to be generated by this small area has been reviewed and is considered negligible and is not expected to be an issue with any adjacent property.

DISCUSSION: (Continued)

The petitioner will be adding landscaping to the area of improvements, including a deciduous tree in the newly created landscape island and shrubs along the west end of the new parking spaces, in accordance with current Subdivision Code requirements.

Typically with proposed site improvements, the Village evaluates the property and requires that any deficiencies on the site be brought up to current code standards, when feasible. In this case, due to the age of the church, development there is a lack of a public sidewalk between the Higgins Road driveway entrance and the church's western property line. The Subdivision Code requires each private development to construct sidewalk along their public street frontage. The addition of the 120 linear feet of sidewalk would be a valuable addition to this property (as evidenced by the existing worn path in the grass along this frontage), however, due to the relative minor amount of work being done by the church on this site, requiring the sidewalk installation at this time would be excessive. It is also noted that there is no existing sidewalk to the west of the site to connect to at this time. Instead of requiring the sidewalk with this project, a condition is recommended to put the church on notice that as part of any future site plan amendment, the installation of this sidewalk will be considered and may be required.

RECOMMENDATION:

Approval of a final site plan for additional parking spaces at Church of the Cross at 475 West Higgins Road with the following waivers from the Subdivision Code:

1. A waiver from Section 10-5-2C1 to allow a drive aisle to be 21'-3" instead of the required 24'.
2. A waiver from Section 10-4-4B2 to allow a 0' setback along 67' of the north property line instead of the required 10'.
3. As part of any future proposed site plan amendment, in accordance with Subdivision Code requirements, the Village will evaluate and may require the installation of public sidewalk along the Higgins Road frontage of this property where sidewalk is lacking.

Attachments

cc: Plan Commission Members
Zoning Board of Appeals Members
Scott Prestangen (Parallel Architects)

Village of Hoffman Estates
Non-Residential Application

RECEIVED

AUG 20 2009

PLANNING DIVISION

Site Plan Amendment

Project Name: New Parking Lot Expansion
Church of the Cross, 475 W. Higgins Road, Hoffman Estates, IL
August 9, 2008
Submission Date: (w/revisions dated 10/19/08)

I. Owner of Record

Name Church of the Cross (Jim Moorman – Owner’s Representative)

Address 475 W. Higgins Road, Hoffman Estates, IL
(847) 885-1199 (847) 885-1191

Zip Code 60169 Area Code Telephone Number Area Code Fax Number

II. Developer

Name Not applicable

Address
() ()

Zip Code Area Code Telephone Number Area Code Fax Number

III. Contact Person / Project Manager

Name Scott Prestangen, Parallel Architecture

Street Address 1234 Sherman Avenue, Suite 202, Evanston, IL
(847) 328-9260 (847) 328-9290

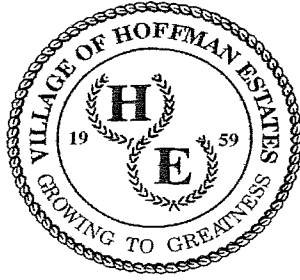
Zip Code 60202 Area Code Telephone Number Area Code Fax Number

E-mail Address scott@parallel-architecture.com

Applicant's relationship to property: Architect

IV. Project Description (Attach separate sheet if additional space is needed):

Parking lot addition in the northwest area of the property, adjacent to the main entrance facing Higgins Road. The parking area will accommodate two handicapped spaces (per Illinois Accessibility Act) and two spaces for either special needs or staff use. The lot will be curbed and landscaped. Storm drainage will remain on the site and be directed to the pervious grassed area west of the existing church building.



ACKNOWLEDGMENT

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 Plan Commission member or Chair, or any Zoning Board of Appeals 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.

I, the undersigned, certify the information provided on this Application accurately represents the proposal.

Owner's Signature: Jim Moorman

Owner's Name (Please Print): Jim Moorman, Owner's Representative

Applicant's Signature: [Signature]
(If Other than Owner)

Applicant's Name (Please Print): Scott Prestangen, Parallel Architecture

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

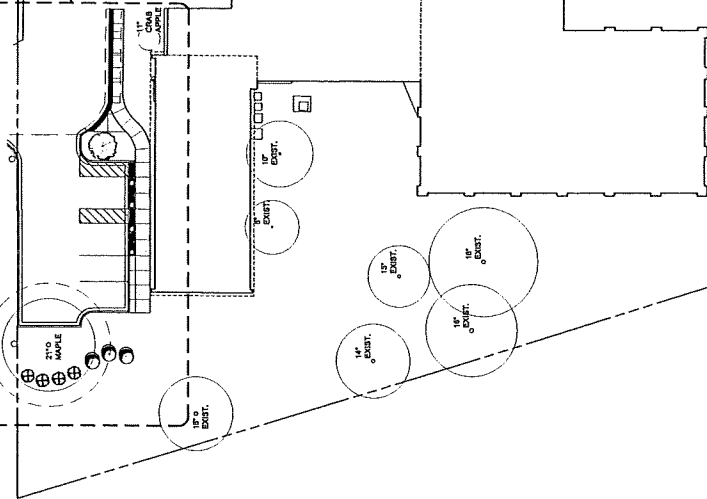
Address: 1900 Hassell Road
Hoffman Estates, IL 60169
Phone: (847) 781-2660
Fax: (847) 781-2679

NEW PARKING & PARKING LOT RENOVATION

CHURCH OF THE CROSS

475 W. HIGGINS ROAD HOFFMAN ESTATES, ILLINOIS 60169

AREA OF WORK
SEE SHEET A1



AREA OF FUTURE ADDITION

- GOVERNING BUILDING CODES:**
- 2003 INTERNATIONAL BUILDING CODE
 - 2003 INTERNATIONAL PLUMBING CODE
 - 2003 INTERNATIONAL MECHANICAL CODE
 - 2003 NATIONAL ELECTRIC CODE (NFPA 70)
- ZONING / CODE INFORMATION:**
- ZONE PD - ONE FAMILY RESIDENTIAL DISTRICT (SPECIAL USE)
 - IBC USE GROUP A-3 ASSEMBLY
 - IBC TYPE OF CONSTRUCTION III-B AND IV

1 SITE PLAN / PARKING DIAGRAM

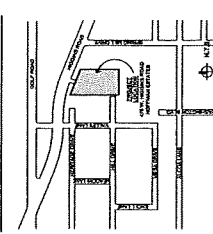
DRAWING INDEX

A-00	TITLE SHEET
A-01	GENERAL NOTES
C-11	LANDSCAPE PLAN DETAILS
C-12	COVER SHEET
C-13	EXISTING SITE PLAN, SITE PLAN & DIMENSION PLAN
C-14	DETAILS

- GENERAL SITE NOTES:**
- PROTECT THE ENTIRE SITE FOR THE DURATION OF THE PROJECT. ALL EXISTING UTILITIES SHALL BE RESTORED TO MATCH EXISTING.
 - REGRASS AND SOIL DISTURBED AREAS OF THE SITE AND ADJACENT PARKWAY TO BLEND WITH EXISTING PATTERNS, UNLESS NOTED OTHERWISE.
 - MAINTAIN EXISTING GRADES AND DRAINAGE PATTERNS, UNLESS NOTED OTHERWISE.

- GENERAL NOTES:**
- ALL WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
 - ALL CONSTRUCTION IS EXISTING UNLESS NOTED OTHERWISE.
 - ALL MATERIALS, EQUIPMENT AND LABOR SHALL BE PROVIDED BY THE CONTRACTOR.
 - WHENEVER SPECIFIC DIMENSIONS, DETAILS OR DETAILS CANNOT BE DETERMINED FROM THE DRAWINGS, CONSULT WITH THE ARCHITECT FOR CLARIFICATION.
 - INSTALL MATERIALS AND SYSTEMS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND REVERSED.
 - PROTECT THE EXISTING BUILDING AND SITE TO REMAIN. REPAIR OR REPLACE ANY SURFACES OR ITEMS THAT ARE DAMAGED BY THE CONSTRUCTION.
 - THE CONTRACTOR SHALL CAREFULLY EXAMINE THE CONTRACT DOCUMENTS AND THE CONSTRUCTION SITE TO OBTAIN FIRST HAND KNOWLEDGE OF ALL CONDITIONS THAT MAY BE ENCOUNTERED AT THE SITE. ALL DISTINGUISHING CONDITIONS SHALL BE REPORTED TO THE ARCHITECT PRIOR TO CONSTRUCTION, FABRICATION OR INSTALLATION.
 - THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES, OMISSIONS, OR CONFLICTS IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DIMENSIONS AT THE SITE. ALL DIMENSIONS SHALL BE INTENDED TO BE TYPICAL AND SHALL BE CONSIDERED TO APPLY TO ALL SECTIONS UNLESS OTHERWISE NOTED.
 - THE CONTRACTOR AND THEIR SUB CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SUB CONTRACTOR SHALL COORDINATE HIS WORK WITH THE WORK OF OTHER TRADES. NO EXTRA SHALL BE ALLOWED FOR THE WORK OF OTHER TRADES. NO EXTRA SHALL BE ALLOWED FOR THE WORK OF OTHER TRADES.

LOCATION MAP



SYMBOLS / LEGEND

- PLAN DETAIL
- SECTION DETAIL
- SHEET NUMBER
- ELEVATION NUMBER
- KEYNOTE
- PARTITION TAG
- WINDOW TAG
- DOOR TAG
- SPOT ELEVATIONS
- REVISION BUBBLE AND TAG

ABBREVIATIONS

TYPE	ABBREVIATION	DESCRIPTION
UNL.	UNLESS NOTED OTHERWISE	
SIM.	SIMILAR	
EXP.	EXPANDED	
ADJ.	ADJUSTABLE	
CAV.	CALCULATED	
FIN.	FINISHED FLOOR	
PROV.	PROVIDED	
CON.	CONTRACTOR INSTALLED	

PROJECT CONTACTS

PROJECT NAME: CHURCH OF THE CROSS - NEW PARKING & PARKING LOT RENOVATION
 PROJECT ADDRESS: 475 W. HIGGINS ROAD, HOFFMAN ESTATES, ILLINOIS 60169
 OWNER: CHURCH OF THE CROSS, HOFFMAN ESTATES
 ARCHITECT: PARALLEL ARCHITECTURE, 1324 W. HIGGINS ROAD, HOFFMAN ESTATES, ILLINOIS 60169
 STRUCTURAL ENGINEER: [REDACTED]
 MECHANICAL ENGINEER: [REDACTED]
 ELECTRICAL ENGINEER: [REDACTED]

CERTIFICATION

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS.

A-0.0

TITLE SHEET

CHURCH OF THE CROSS
475 W. HIGGINS RD.
HOFFMAN ESTATES, ILLINOIS

ISSUE DATE
AUGUST 9, 2009

REVISIONS

8/19/09 REVISION COMMENTS

RECEIVED
AUG 20 2009
PLANNING DIVISION

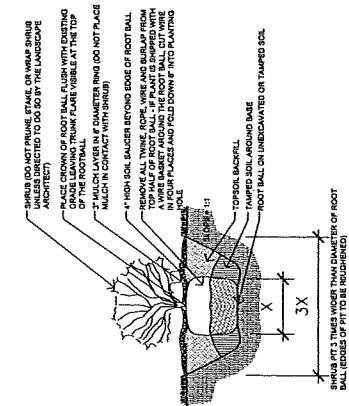
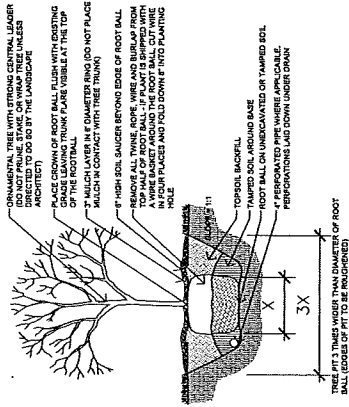
parallel ARCHITECTURE

1324 W. HIGGINS ROAD
HOFFMAN ESTATES, ILLINOIS 60169
TEL: 630.234.2500
F: 630.234.2500
WWW.PARALLELARCHITECTURE.COM

PROJ. NO. 0807

SCOTT C. PRINZMEYER ILL. LICENSE #010000
EXP. 11/1/2010

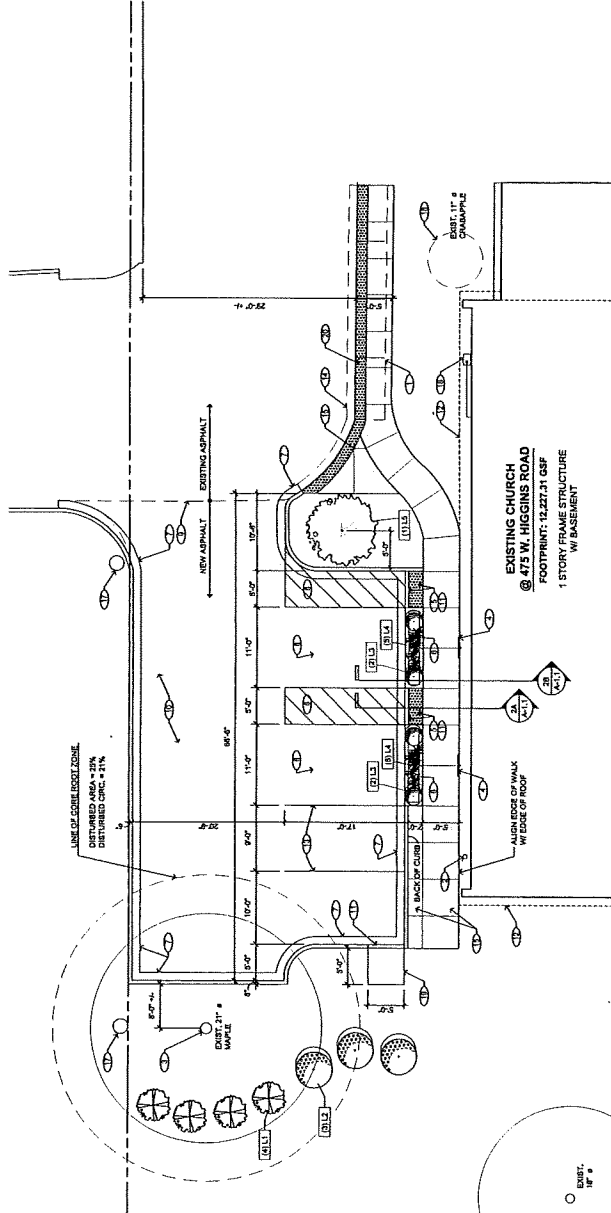
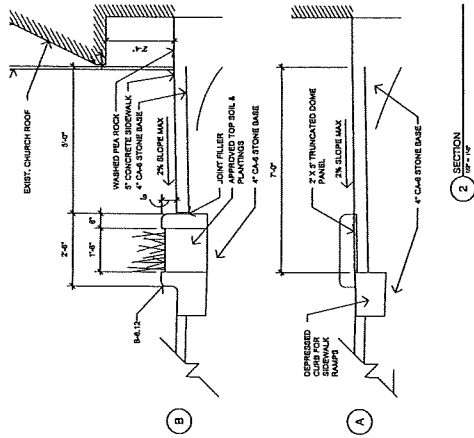
parallel architecture © 2008



3 LANDSCAPE TREE PLANTING DETAIL
1/8" = 1'-0"

4 LANDSCAPE SHRUB PLANTING DETAIL
1/8" = 1'-0"

- LANDSCAPE NOTES
- DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING
 - TREE FIT TO STREET FIT UNDERDRAINAGE CONNECTION WHERE APPROPRIATE



- PLAN KEYNOTES:**
- 1. REPLACE EXISTING CONC. WALK. REPLACE WITH NEW CONC. WALK
 - 2. EXIST. AREA DRAIN
 - 3. EXISTING TREE TO BE PRESERVED & PROTECTED. IDENTIFY TREE WITH TAGS AND MARK WITH STAKES ACCORDING TO VULNERABILITY
 - 4. INSTALL 1/4" (1" FT.) 8" R.C. LOT (1" X 6" 2200 PINS) IDENTIFIED ON IT FURNISH STALL
 - 5. 2" X 4" TRUNCATED DOME PANEL FLUSH WITH DEPRESSED CURB
 - 6. PLANTING AREA
 - 7. CONCRETE CURB
 - 8. 4" YELLOW PAINT ACCESSIBLE STRIPING AND SYMBOLS
 - 9. 4" NEW ASPHALT FLOOR WITH EXISTING ASPHALT
 - 10. DEPRESSED CONCRETE CURB
 - 11. EDGE OF EXISTING ROOF
 - 12. SAW-CUT AND REMOVE EXISTING ASPHALT TO INSTALL NEW ASPHALT. MATCH EXISTING
 - 13. CONCRETE WALK WITH THICKENED EDGE WHERE IT MEETS EXISTING ASPHALT
 - 14. EXISTING LIGHT POLE
 - 15. EXISTING GAS METER
 - 16. REMOVE EXISTING CHAMPAGNE TREE. ADD SOIL AND GRADE TO MATCH EXISTING. SLOPE AWAY FROM EXISTING ASPHALT
 - 17. STONE BRIM
 - 18. CONTINUOUS TRUNCATED DOME PANELS, 1/8" CRIP

LANDSCAPE LEGEND

SYMBOL	COMMON NAME	INSTALLED SIZE
1	ARROWWOOD VIBURNUM	3 OAL
2	ALPINE CURRANT	3 OAL
3	DWARF ALPINE CAMEL	2 OAL
4	LOW-GROW EBACAC	2 OAL
5	ORNAMENTAL HYDRANGEA	1 1/2" CALIPER

CHURCH OF THE CROSS

475. W. HIGGINS RD.
HOFFMAN ESTATES,
ILLINOIS

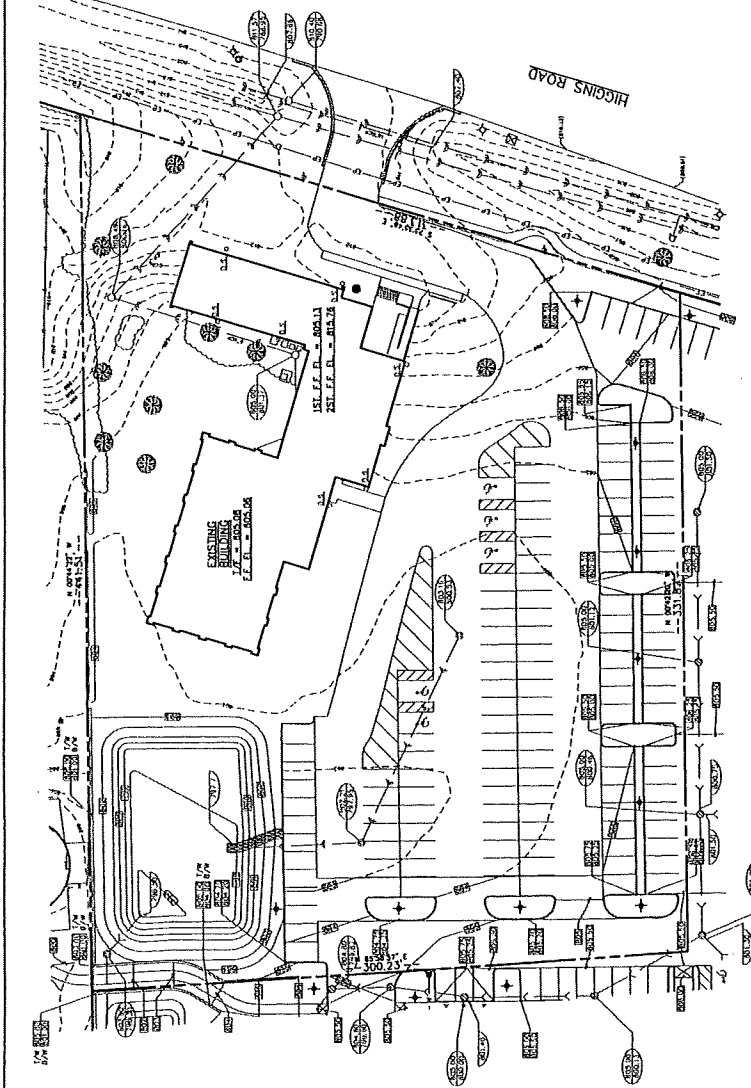
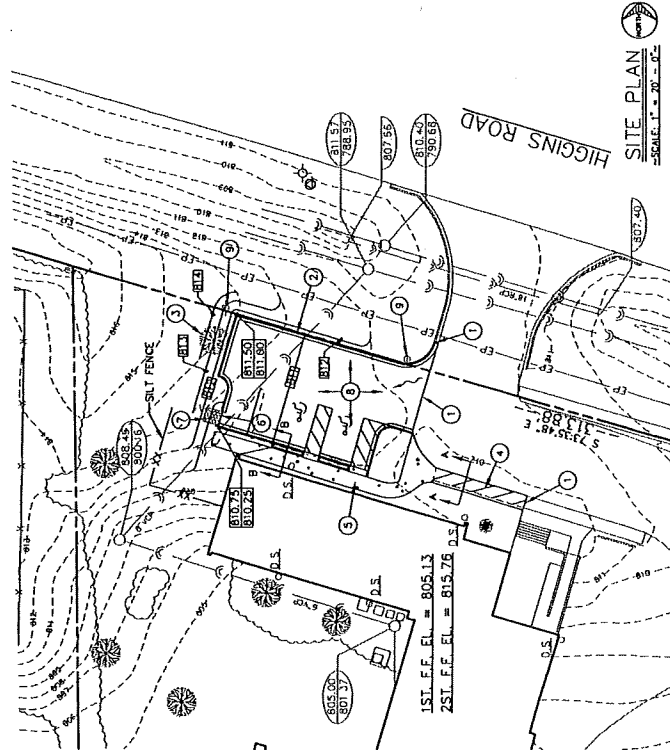
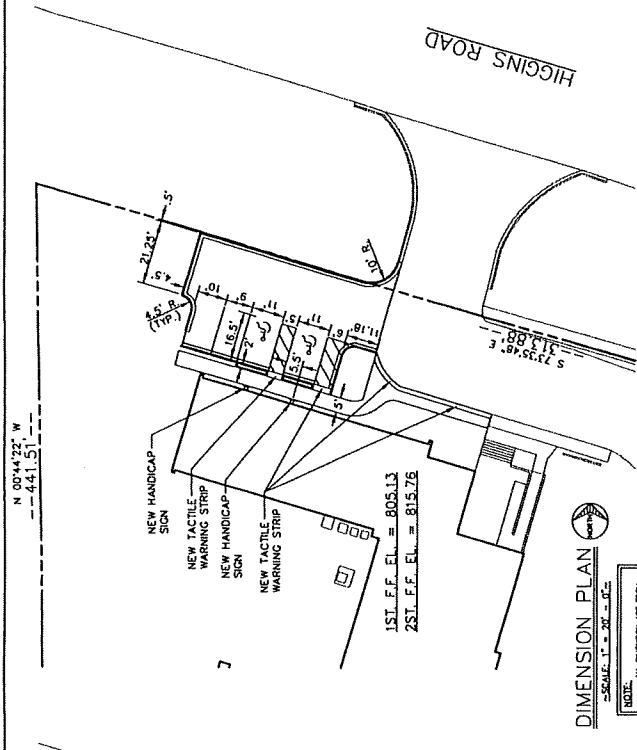
PARKING PLAN AND DETAILS

A-1.1

PROJ. NO. 0904

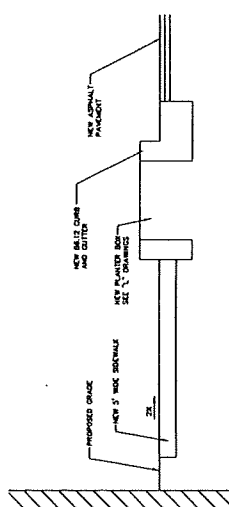
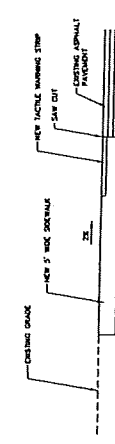
MADE RECORDS	07/02
REVISIONS	
AUGUST 11, 2009	
ISSUE DATE	
NEW PARKING/ PARKING LOT RENOVATION	
CHURCH OF THE CROSS	
HOFFMAN ESTATES, ILLINOIS	
EXISTING SITE PLAN PLAN AND SITE PLAN	

C-2

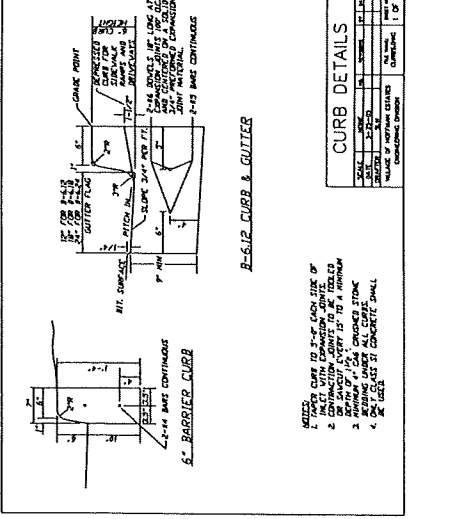
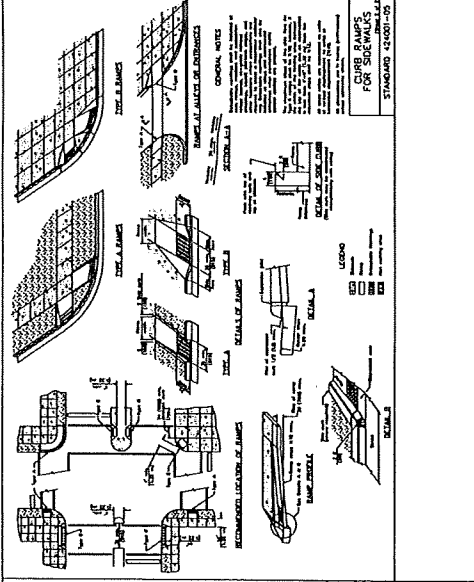
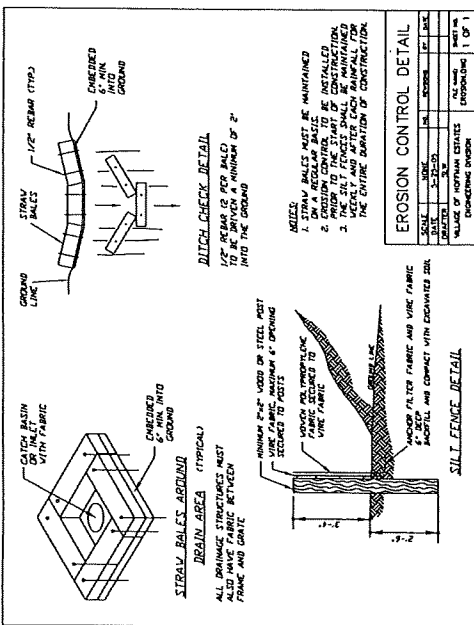


NOTE:
ALL PAVEMENT STRIPING SHALL BE 4" WIDE YELLOW PAINTED STRIPES

- PROJECT NOTES**
1. SEE ALL DIMENSIONS AND OUTLINE.
 2. EXISTING TACTILE WARNING STRIP.
 3. EXISTING TACTILE WARNING STRIP.
 4. EXISTING TACTILE WARNING STRIP.
 5. EXISTING TACTILE WARNING STRIP.
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 9. EXISTING TACTILE WARNING STRIP.
 10. EXISTING TACTILE WARNING STRIP.



SCALE	DATE
REVISIONS	
AUGUST 10, 2009	
ISSUE DATE	
NEW PARKING/ PARKING LOT RENOVATION	
CHURCH OF THE CROSS	
HOFFMAN ESTATES, ILLINOIS	
DETAILS	
C-3	



**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request by Shoe Factory Road, L.L.C. for direction to proceed with the negotiation of amendments to the Laufenberger Annexation and Development Agreement regarding land use and road construction timing

MEETING DATE: August 24, 2009

COMMITTEE: Planning, Building and Zoning

FROM: Peter Gugliotta PG

REQUEST: Request by Shoe Factory Road, L.L.C. for direction to proceed with the negotiation of amendments to the Laufenberger Annexation and Development Agreement regarding land use and road construction timing.

BACKGROUND: The development of this property is currently subject to the terms of the 2005 University Place and Laufenberger Annexation and Development Agreement, and any improvements to Shoe Factory Road are subject to approval by Cook County.

On April 27, 2009, the Planning, Building and Zoning Committee provided the following direction on the negotiation of amendments to the Laufenberger Annexation and Development Agreement regarding Phase 2:

1. Proceed with discussions to allow the north half of the commercial development to occur prior to Shoe Factory Road improvements (5 Ayes, 2 Nays).
2. Proceed with discussions to allow the single-family residential development to occur prior to Shoe Factory Road improvements, but not before the commercial development (7 Ayes).
3. Proceed with discussions to possibly allow approximately one-half of the commercial development to be changed to allow independent and assisted senior housing (4 Ayes, 3 Nays).
4. Not to proceed with discussions to allow the possible senior housing to occur prior to Shoe Factory Road improvements (6 Ayes, 1 Nays).

A copy of the memo, concept plan, and minutes from the April 27, 2009, meeting are attached.

PROPOSAL:

Following the April meeting, the developer amended the concept plan layout and modified the proposed multi-family uses. Shoe Factory Road, L.L.C. is now requesting to amend the Annexation Agreement to change the zoning of approximately one-third of the B-2 zoned commercial property in Beacon Pointe Phase 2 to permit a 400 unit apartment development, including a combination of one building for independent living units (age-restricted senior housing) and two buildings for general population, market rate rental units.

The following other changes have been made to the concept plan and proposal:

- ◆ The multi-family residential buildings are shown as five stories in height, and the narrative proposes a range of studio, one-bedroom, and two bedroom units.
- ◆ The five story residential buildings have been moved north on the site adjacent to the new fire station, water tower, and office/commercial zoned property near the Tollway. The taller residential building height will be more consistent with the uses near the Tollway than it would be with the single-family homes to the south and west.
- ◆ The main commercial buildings have been moved to the south part of the site with a greater focus on the Shoe Factory Road frontage, which is the road the majority of the customers will use to travel to the property. Commercial outlots are still proposed along the entire Beverly Road and Shoe Factory Road frontages. Some of the commercial buildings are now two stories.
- ◆ The plan includes a land exchange with the R-6 zoned single-family area to the west to provide a more usable parcel configuration. The amount of R-6 land would be virtually unchanged and the same limit of 108 lots would remain. Rezoning is required for this change and Ryland Homes (owner of the R-6 parcel) would need to agree to pursue this change.
- ◆ A developer owned 2.75 acre "lawn activity area" is proposed at the corner of Beverly Road and Shoe Factory Road for craft fairs, farmers markets, neighborhood concerts, movie nights, etc.

DISCUSSION:

With the current plan, staff has identified several site plan and land use items that will need to be addressed as part of the formal process for development of this property based on the current proposal, should the Committee give direction to proceed with this plan. These include:

- ◆ The land use change and land exchange with the R-6 parcel will require a formal rezoning process and the establishment of new development and zoning standards for the multi-family buildings. The Village's current Apartment Zoning District was established in recognition of areas developed under earlier zoning requirements and the code notes that the intent is not to expand its use.

DISCUSSION: (Continued)

- ◆ Incorporate a possible vehicular connection between the single-family homes and the commercial development, rather than requiring residents to drive onto Essex Drive and Shoe Factory Road to reach the commercial center. The cross connection would need to be designed to minimize cut-thru traffic for residents who do not live in the adjacent neighborhood.
- ◆ Develop a more prominent and practical pedestrian connection between the single-family homes and the commercial development. The plan proposes only a sidewalk on the Village Fire Station property between the houses and the apartments - no pedestrian connection is provided directly to the commercial area. A significant pedestrian connection should include a wide path with landscaping and be located in the most convenient location possible to allow residents to reach the commercial property easily.
- ◆ Improve the vehicular circulation through the commercial property and leading to the outlots. As designed, vehicles will have to wind through a circuitous path, including many tight turns within parking lots to travel between the main commercial development and the outlots to the north.
- ◆ Parking quantity and distribution will need to be reviewed for the commercial buildings. For the apartments, a detailed parking report will be needed to determine the amount of parking necessary for the specific types of uses proposed. Discussion will need to occur regarding areas where retail stores and apartments will share parking lots. For parking demand, it is generally expected that the independent units will require close to 1 space per unit, and the market rate apartments will require 1.5 to 2 spaces per unit. As designed, the plan does not show much of the parking that will be needed for the apartments.
- ◆ There are a number of setbacks, buffers, screening, and other issues on the commercial portion of the plan that do not appear to meet current requirements and will need to be addressed as part of the formal site plan process.
- ◆ The design of the single-family home area has not been formally reviewed or finalized. Input will also be needed from Ryland Homes regarding the new parcel configuration.

As a follow up to the discussion and action taken at the April 27, 2009, PB&Z Committee meeting, the new proposed concept plan offers a new key policy question:

Should staff proceed to negotiate a formal amendment to allow approximately one-third of the commercial zoned property to be changed to a zoning that will permit a combination of independent senior housing and general population, market rate apartment buildings.

Staff respectfully requests direction on how to proceed with negotiations with the developer regarding the concept plan, land uses and annexation agreement amendment.

RECOMMENDATION:

Material presented for discussion and possible direction.

Attachments

cc: Wayne Rodgers (Terrestris Development Company)

**AN ATTACHMENT IS TOO LARGE
TO INCLUDE.**

**THE ATTACHMENT CAN BE
VIEWED IN THE DEPARTMENT OF
DEVELOPMENT SERVICES AT THE
VILLAGE HALL**



CORPORATE
DESIGN + DEVELOPMENT
GROUP, LLC

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



BEACON POINTE – PHASE TWO

Narrative
August 13, 2009

The current proposed conceptual site plan for Beacon Pointe – Phase Two has been revised based on several issues.

The first and probably most important issue is the traffic patterns in the area. It has been determined that the majority of the traffic traveling to this site will enter the site off of Shoe Factory Road. Given this, the best location for the commercial is at the south end of the site.

Utilizing the signalized intersection of Rohrssen Road and Shoe Factory Road, the east bound and northbound traffic can safely access and leave the site. The westbound traffic can enter the site via a right in/right out on Shoe Factory Road and safely return to the east via either Beverly Road or the signalized Rohrssen Road/Shoe Factory Road intersection.

To accomplish the commercial, and in particular, the grocery store, the southerly portion of the site needed to be widened. This was accomplished by rearranging the residential property to the west. Sheet Ex-1 indicates this property revision request. There are a total of 108 lots in the residential area which is consistent with what has previously been approved. Another benefit of the property line revision is that the commercial property west of Rohrssen Road extended north and would have had difficult access is now eliminated.

The vision for the commercial, in particular the 2-25,000 sq. ft. 2-story buildings, lots #11 and #8 along with the lawn activity area of Lot #9, and retention pond of lot #12 is to create a neighborhood center where the dining and retail needs are met in a more social atmosphere.

Building #2 will be predominately food uses utilizing the pond of lot #12. It is envisioned that an outdoor seating setting overlooking the pond will be a large part of the social network. It is anticipated that Building One will be the retail uses with professional offices for lawyers, doctors, chiropractors, etc. on the second floor.

All this overlooking the lawn activity that is anticipated to be owned by the developer and set up to host craft fairs, farmers markets, small neighborhood concerts, movie nights, etc.

The outlots most of which have users anxious to be of this site include: the Hoffman Estates Community Bank, a day care center, a gas station with car wash and convenience store with drive through and a veterian clinic round out the commercial areas.

It should be noted that in this submittal the commercial area is 21.83 acres.

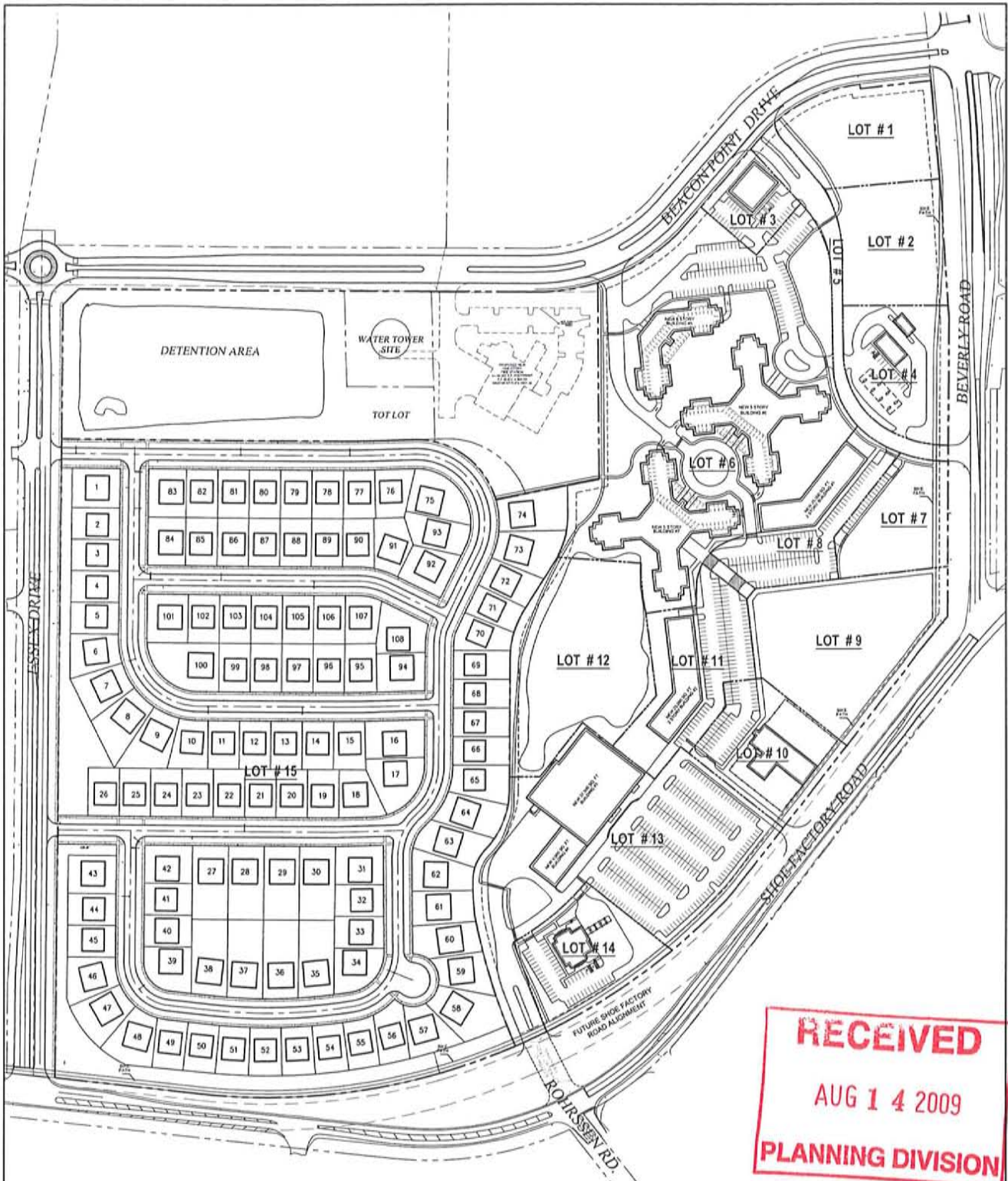
The last revision in this plan is to utilize the remaining 9.09 acres to construct a total of 400 apartments in 2 – 3 separate buildings. While not finalized, one building is anticipated to be for independent housing while the others will be fore the community at large. The units will be generally equal amounts of studio one and two bedroom apartments. The sizes have not been determined at this time. Each apartment will have a minimum of one underground private parking space. It is intended that these units will be of the high quality housing that the Village has indicated is needed.

The location of the apartment buildings to the north end of the site puts them alongside the Villages Fire Station and Water Tower and the Institutional uses to the north making the site more compatible to the surrounding areas.

Lastly, the design of all buildings, landscaping, lighting and signage will all be designed to be one project. Not a hodge podge of small projects. A design guideline will be part of the design package. A pedestrian and bike way system will be incorporated throughout the site for not only convenience but for recreational use as well.

Overall, the proposal creates an integrated community. A West Hoffman Estates town center resulting in a vibrant, retail, residential, recreational and social development.



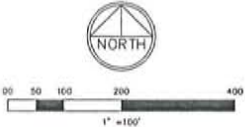


RECEIVED
AUG 14 2009
PLANNING DIVISION

LOT DATA

LOT #	PROPOSED USE	LOT AREA
1	TO BE DETERMINED	1.64 ACRES
2	TO BE DETERMINED	1.55 ACRES
3	VETERINARIAN (APPROXIMATELY 6,618 S.F.)	0.65 ACRES
4	GAS STATION WITH DRIVE-THRU CAR WASH (APPROXIMATELY 4,160 S.F.)	1.53 ACRES
5	ROAD	0.79 ACRES
6	APARTMENTS (APPROXIMATELY 400 UNITS)	9.09 ACRES
7	TO BE DETERMINED	1.26 ACRES
8	2-STORY COMMERCIAL OFFICE BUILDING (APPROXIMATELY 25,000 S.F.)	1.47 ACRES
9	LAWN ACTIVITY AREA	2.75 ACRES
10	DAYCARE (APPROXIMATELY 11,052 S.F.)	1.53 ACRES
11	2-STORY COMMERCIAL OFFICE BUILDING (APPROXIMATELY 25,000 S.F.)	1.78 ACRES
12	RETENTION POND	2.87 ACRES
13	GROCERY AND STRIP CENTER (APPROXIMATELY 48,500 S.F.)	5.42 ACRES
14	HOFFMAN ESTATES COMMUNITY BANK (APPROXIMATELY 5,723 S.F.)	1.46 ACRES
15	RESIDENTIAL (108 HOMES)	34.74 ACRES
GROSS AREA		66.53 ACRES

SITE LOCATION MAP



**VILLAGE OF HOFFMAN ESTATES
SPECIAL PLANNING, BULDING & ZONING COMMITTEE**

April 27, 2009

I. Roll Call

Members in Attendance:

**Trustee Gary Pilafas, Chair
Trustee Karen Mills, Vice Chair
Trustee Raymond Kincaid, Member**

**Other Corporate Authorities
in Attendance:**

**Trustee Cary Collins
Trustee Jacquelyn Green
Trustee Anna Newell
Village President William D. McLeod**

Bev Romanoff, Village Clerk

**Management Team
in Attendance:**

**James H. Norris, Village Manager
Arthur L. Janura Jr., Corporation Counsel
Dan O'Malley, Deputy Village Manager
Mark Koplin, Asst. Village Manager – Development Services
Michael DuCharme, Director of Finance
Rachel Musiala, Asst. Director of Finance
Algean Garner, Director of Health & Human Services
Robert Gorvett, Fire Chief
Kenneth Hari, Director of Public Works
Clint Herdegen, Chief of Police
Molly Norton, Assistant to the Village Manager
Peter Gugliotta, Director of Planning
Gary Salavitch, Director of Engineering
Dave Christensen, Emergency Management Coordinator
Gordon Eaken, Director of IS
Bruce Anderson, Cable TV Coordinator**

Others in Attendance:

News Reporters from Daily Herald and Chicago Tribune

The Special Planning, Building and Zoning Committee meeting was called to order at 8:45 p.m.

NEW BUSINESS

- 1. Request by Shoe Factory Road, L.L.C. for direction to proceed with the negotiation of amendments to the Laufenberger Annexation and Development Agreement regarding land use and road construction timing.**

A Committee Agenda Item summary sheet from Peter Gugliotta, Director of Planning, was presented to the Committee.

Mr. Wayne Rodgers and Mr. Dennis Cortesi representing Shoe Factory Road, L.L.C. and Mr. Tom Liantios, Idea Development Plum Creek Community, appeared before the committee.

Mr. Norris provided an overview of the request and noted that in order to proceed with development of the Phase 2 property in the manner requested by the owner, there were four key

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

**April 27, 2009
Page 2 of 2**

policy decisions needed. He requested a formal vote on four items to provide definitive direction to the property owners/developers and staff.

Mr. Liantios provided presentation boards and answered questions from the Board.

A discussion followed in which the Board members reviewed and considered the information provided.

Mr. Rodgers and Mr. Cortesi noted that they had made an effort to address all of the Board's previous concerns and were prepared to proceed with development.

The Committee voted on the following four items:

Motion by President McLeod, seconded by Trustee Mills, for Village staff to negotiate a formal amendment to the Laufenberger Annexation Agreement to allow approximately the northern one-half of the Beacon Pointe Phase 2 commercial development to occur in advance of the Shoe Factory Road improvements. Voice vote taken. (Nay: Trustee Pilafas and Trustee Collins) Motion carried.

Motion by Trustee Collins, seconded by Trustee Green, for staff to negotiate a formal amendment to the Laufenberger Annexation Agreement to allow the Beacon Pointe Phase 2 residential development to occur in advance of the Shoe Factory Road improvements, but not in advance of the commercial development. Voice vote taken. All ayes. Motion carried.

Motion by President McLeod, seconded by Trustee Collins, for staff to negotiate a formal amendment to the Laufenberger Annexation Agreement to allow approximately one-half of the commercial zoned property to be changed to a zoning that would permit independent and assisted senior housing. Roll call vote taken. (Trustee Pilafas – Nay; Trustee Mills – Aye; Trustee Kincaid – Aye; Trustee Collins – Aye; Trustee Green – Aye; Trustee Newell – Nay; Mayor McLeod – Nay) Motion carried.

Motion by President McLeod, seconded by Trustee Pilafas, to drop the fourth item—"Should Village staff negotiate a formal amendment to the Laufenberger Annexation Agreement to allow the Beacon Pointe Phase 2 independent and assisted senior housing development to occur in advance of the Shoe Factory Road improvements?" Roll call vote taken. (Trustee Pilafas – Aye; Trustee Mills – Aye; Trustee Kincaid – Nay; Trustee Collins – Aye; Trustee Green – Aye; Trustee Newell – Aye; Mayor McLeod – Aye) Motion carried.

II. Adjournment

Motion by President McLeod, seconded by Trustee Collins, to adjourn the meeting at 9:30 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Vicki Richardson

Date

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request by Shoe Factory Road, L.L.C. for direction to proceed with the negotiation of amendments to the Laufenberger Annexation and Development Agreement regarding land use and road construction timing

MEETING DATE: April 27, 2009

COMMITTEE: Special Planning, Building and Zoning

FROM: Peter Gugliotta

REQUEST: Request by Shoe Factory Road, L.L.C. for direction to proceed with the negotiation of amendments to the Laufenberger Annexation and Development Agreement regarding land use and road construction timing.

BACKGROUND: The development of this property is currently subject to the terms of the 2005 University Place and Laufenberger Annexation and Development Agreement, and any improvements to Shoe Factory Road are subject to approval by Cook County.

Shoe Factory Road, L.L.C. is requesting to amend the Annexation Agreement to change the zoning of approximately one-half of the B-2 zoned commercial property in Beacon Pointe Phase 2 to permit senior housing to be constructed instead. The owner is also requesting the Village to allow the Phase 2 development to occur prior to Shoe Factory Road improvements occurring.

Originally, these changes were discussed in April 2007, when the Village Board at the time directed staff to negotiate an amendment to allow the development of the Phase 2 single-family area and a portion of the commercial area prior to the Shoe Factory Road improvements, with no townhome development provided. The developer never proceeded with the process for amendment of the agreement. Again in April 2008, October 2008, and March 2009, discussions took place before the Planning, Building and Zoning Committee regarding these issues. Other than direction to staff to resolve the road alignment issue with Cook County, there has been no formal vote on whether or not the Village would proceed to work with the developer on amendments to the Annexation Agreement regarding the road timing and land use change.

COPY

DISCUSSION:

Formal action is requested from the Committee to determine the scope of negotiations with the developer as a first step in the formal approval process. This is important to provide direction to staff and the petitioner on the type of development and timing. It is also important because the Annexation Agreement (and any amendments) will dictate the type of formal planning and zoning hearings that need to be held. Ultimately, the Plan Commission and Zoning Board of Appeals will review proposals that meet the current or amended Annexation Agreement. If the Village Board, sitting as a Committee, determines the change in land use is not acceptable as an amendment to the Agreement, then it would be inappropriate for the Plan Commission and Zoning Board of Appeals to hold lengthy and detailed hearings on the specific plan and zoning matters related to that use.

The total area of the B-2 zoned commercial property is currently approximately 32 acres. The developer is confident that approximately 16 acres could be developed with commercial uses. If a change in the zoning for one-half of the property to be developed with senior housing is not supported by the Committee, then the land would remain undeveloped and zoned for commercial use, or the developer would need to find a different use that is acceptable to the Village.

To proceed with development of the Phase 2 property in the manner requested by the owner, there are four key policy decisions needed. Staff respectfully requests a formal vote on the following items to provide definitive direction to the property owners/developers and staff.

1. Should Village staff negotiate a formal amendment to the Laufenberger Annexation Agreement to allow approximately the northern one-half of the Beacon Pointe Phase 2 commercial development to occur in advance of the Shoe Factory Road improvements?
2. Should Village staff negotiate a formal amendment to the Laufenberger Annexation Agreement to allow the Beacon Pointe Phase 2 residential development to occur in advance of the Shoe Factory Road improvements and in advance of the commercial development?
3. Should Village staff negotiate a formal amendment to the Laufenberger Annexation Agreement to allow approximately one-half of the commercial zoned property to be changed to a zoning that would permit independent and assisted senior housing?
4. Should Village staff negotiate a formal amendment to the Laufenberger Annexation Agreement to allow the Beacon Pointe Phase 2 independent and assisted senior housing development to occur in advance of the Shoe Factory Road improvements?

RECOMMENDATION:

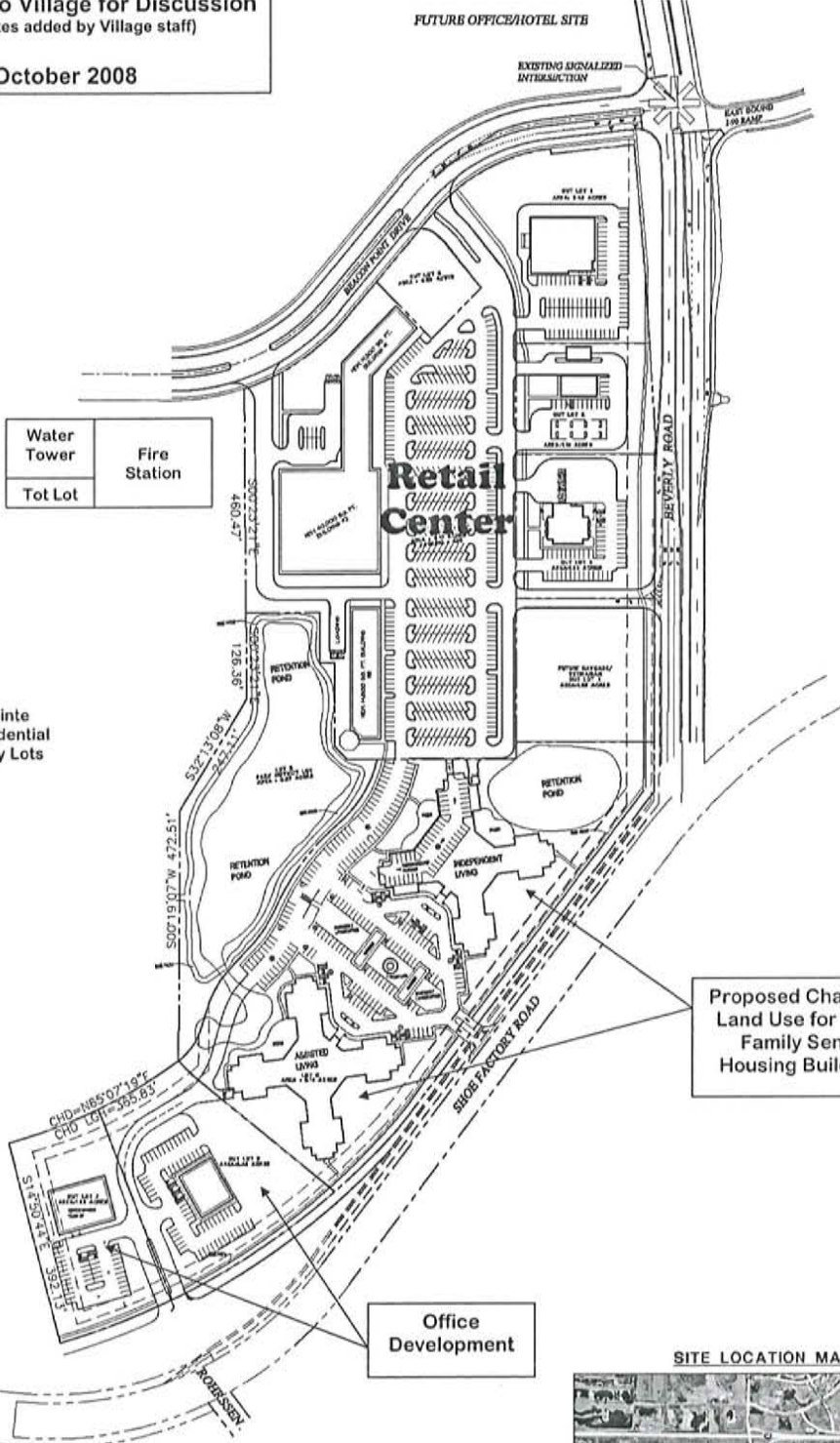
Please see above.

Attachment

cc: Wayne Rodgers (Terrestris Development Company)

COPY

Developer Draft Concept Plan
 Presented to Village for Discussion
 (with notes added by Village staff)
 October 2008



Discussed at 4/27/09 meeting



SHEET CP-1	DATE: 1-11-08	SITE CONCEPTUAL PLAN	NEW DEVELOPMENT BEVERLY ROAD & BEACON POINTE DRIVE HOFFMAN ESTATES, ILLINOIS	WT	W-T CIVIL ENGINEERING, LLC. CIVIL AND STRUCTURAL ENGINEERS 3618 Fernon Avenue Northbrook, Illinois 60062 PH (847) 285-0228 FAX (847) 285-8844 www.wtcivileng.com	REVISIONS	DATE	BY
	DRAWN: SRT CHECK: SRT JOB #: C2506024							

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

NB3

SUBJECT: Request approval of a resolution regarding formation of an Ad Hoc Complete Count Committee for the 2010 census

MEETING DATE: August 24, 2009

COMMITTEE: Planning, Building & Zoning

FROM: Peter Gugliotta *PG*

PURPOSE: As part of the 2010 census, the Census Bureau is recommending that communities establish a Complete Count Committee to help spread the word on the 2010 census.

DISCUSSION: As noted by the Census Bureau, Complete Count Committees (CCCs) are considered one of the core strategic elements of the 2010 census. Committees often include a cross section of community representatives, including government agencies, education, business, faith-based organizations, and the media, and aim to address the various racial, ethnic, cultural, and geographic considerations of their communities.

Using local knowledge, expertise, and influence, CCCs help to implement census awareness campaigns that address the special characteristics of their communities. Local campaigns are designed to reach traditionally undercounted populations by stressing the importance of an accurate census count, including how data are collected and used. Some options are presented for consideration.

Composition

The size of the Ad Hoc Complete Count Committee could be 11 members, all of which could be at-large representatives appointed by the Village President with the approval of the Village Board. The at-large group could be made up of representatives from the various school districts, residents representing various geographic areas and ethnic diversities within the Village, and local religious organizations.

It is envisioned that the members of the committee would work with Village staff on distributing census information and materials through their websites, newsletters, and at events, as well as partnering with organizations within their communities to include census messaging in their communications.

DISCUSSION: (Continued)

Purpose and Duty

The main purpose and duty of the CCC would be to publicize and promote the 2010 census through flyers, postings, and dialogue. Working closely with and inspiring hard-to-count groups to participate in the census is critical. The CCC could meet as a kick-off to the school year and as needed depending upon duties assigned by the Village Board.

It is expected that the CCC would sunset with the end of the 2010 census.

RECOMMENDATION:

Approval of a resolution regarding formation of an Ad Hoc Complete Count Committee for the 2010 census.

Attachment

VILLAGE OF HOFFMAN ESTATES

A RESOLUTION CREATING AN
AD HOC COMPLETE COUNT COMMITTEE
FOR THE 2010 CENSUS
OF THE VILLAGE OF HOFFMAN ESTATES

WHEREAS, our United States Constitution requires a Census of the population of our nation every ten years; and

WHEREAS, Census information is used to determine how many members our state has in the United States House of Representatives and is also used to determine districts in our state legislatures and local government bodies; and

WHEREAS, having an accurate and complete Census count is important to the Village of Hoffman Estates in determining federal and state aid and grants, economic development, housing assistance, transportation improvements and many other uses; and

WHEREAS, the Village Board believes it to be beneficial to establish an advisory committee to help publicize and promote the 2010 Census.

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 Village hereby establishes an Ad Hoc Complete Count Committee for the 2010 Census to help publicize and promote the 2010 Census.

Section 2: The Committee shall be composed of eleven (11) members.

Section 3: The members of the Committee shall include representatives from the School Districts, local businesses, residents representing various geographic areas and ethnic diversities within the Village, and local religious organizations.

Section 4: Village staff shall assist and cooperate with this Ad Hoc Complete Count Committee in all respects.

Section 5: Vacancies on said Committee shall be appointed by the Village President with the advice and consent of the corporate authorities voting jointly.

Section 6: This Resolution 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

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization of an EDA Contract for Prairie Stone Parkway improvements to provide access to Prairie Stone Parcel 12 (The Saddle Room) in an amount not to exceed \$86,591

MEETING DATE: August 24, 2009

COMMITTEE: Planning, Building & Zoning

FROM: *M.K.* Mark Koplin

REQUEST: Request authorization of an EDA Contract for Prairie Stone Parkway improvements to provide access to Prairie Stone Parcel 12 (The Saddle Room) in an amount not to exceed \$86,591.

BACKGROUND: Pursuant to the Economic Development Agreement, which requires submittal to and approval by the Village Board, Village staff have prepared a proposed contract for the design and installation of a median break and curb cut adjacent to Parcel 12 in Prairie Stone to provide access to The Saddle Room. The work, considered EDA eligible, is consistent with previous site preparation and public infrastructure EDA Contracts approved by the Village since inception of the EDA in 1990.

Project costs, as defined in the Economic Development Agreement, include "construction of the Public Improvements". These improvements are specifically referenced in Exhibit I, Section E.b and c under Phase II Development Public Site Improvements - Roadways. The cost of the improvements in the right of way is to be considered reimbursable from the Junior Lien Bond Funds.

A copy of the EDA Contract was placed on the Trustees' table on August 20, 2009.

DISCUSSION: This proposed contract is to be awarded as a "not to exceed" contract. The total contract amount is a reasonable estimate of the work to be performed and, as such, only the actual costs of services performed will be invoiced and paid.

Most of the EDA Contracts approved by the Village have been submitted by Sears, who has constructed improvements as the Village's agent. A handful of others have been requested by individual land owners and some were created by the Village without outside parties. For this EDA Contract, the Village has designed and will contract for this work without Sears or ConopCo as our agent. Furthermore, the Village's contractor for the 2009 street project will perform the majority of construction. Prairie Stone Parkway will be resurfaced in 2009 and that work just commenced.

DISCUSSION: (Continued)

The 2009 Street Revitalization Project contract includes unit prices for a wide variety of items. Transportation and Engineering staff applied the unit prices to the quantities associated with the work covered by this EDA Contract, including curb removal, excavation, gravel base, pavement, landscape restoration behind the curb, etc. Similarly, the unit prices in the materials testing contract associated with the street program were also applied to this proposed EDA Contract. Finally, while the contractor's unit prices include landscape restoration to fill in with black dirt and provide grass seed behind the curb, it does not include tree removal or planting. Village staff contacted the street project landscaper in addition to a couple other landscape companies who do a lot of work in Prairie Stone to obtain favorable pricing for the removal of an existing five trees and five shrubs in the median, and then planting of five new deciduous trees. There is an allowance for landscaping as Village staff is awaiting a response to determine if the work can be completed by the street project landscaper.

Village staff will review the invoices for EDA eligibility and will recommend reimbursement only for those expenses meeting criteria and covered under this EDA Contract. The summary sheet on the first page lists all of the subcontracts and the associated amounts. It is noted that all of these costs are to be reimbursed from bond funds. This EDA Contract includes costs already incurred to date. A description of each of the specific components of the proposed EDA Contract follows.

Arrow Road Construction

The Village's road contractor for the 2009 street project will resurface Prairie Stone Parkway and include the new median break and curb cut as part of the project. A change order to Arrow's contract is presented under the Transportation and Road Improvement Committee agenda. The cost of concrete, gravel base, and excavation will be charged at the unit costs included in the street project contract.

The total amount of this subcontract is \$54,290.

Applied GeoScience, Inc.

The Village's road construction project includes unit prices for the various materials testing that is necessary for a project of this nature (soils, concrete, asphalt).

The total amount of this subcontract is \$2,500.

(Landscape Allowance)

The scope of this work includes removal of five existing shrubs and five existing trees in the median, and replacement with five new deciduous trees.

The total allowance for a subcontract is \$15,000.

DISCUSSION: (Continued)***Contingency***

A contingency is requested to cover the unknown costs associated with design and construction of the improvements. The contingency represents 10% of the total of the subcontracts and is consistent with previously approved EDA Contracts.

A total of \$7,872 is requested for contingency.

Construction Management Fee (Village of Hoffman Estates)

Consistent with previously approved EDA Contracts, a management fee for this project is requested. For similar projects managed by ConopCo, a 5% fee was assessed. For this project, a 10% fee is requested to provide reimbursement for additional engineering services such as surveying, layout, and design coordination performed by the Transportation and Engineering Division and the Planning Division.

The total amount of this subcontract is \$6,929.

RECOMMENDATION:

Recommend authorization of an EDA Contract for Prairie Stone Parkway improvements to provide access to Prairie Stone Parcel 12 (The Saddle Room) in an amount not to exceed \$100,706, including:

- A. Arrow Road Construction (Mt. Prospect, IL) in the amount of \$54,290.
- B. Applied GeoScience, Inc. (Schaumburg, IL) in the amount of \$2,500.
- C. Landscape allowance in the amount of \$15,000.
- D. Include a contingency of \$7,872.
- E. Village of Hoffman Estates construction management fee in the amount of \$6,929.

For a total not to exceed \$86,591.

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization to award a contract for consulting services related to the Sears Centre Arena to International Facilities Group, Inc., Chicago, IL in an amount not to exceed \$124,000

MEETING DATE: August 24, 2009

COMMITTEE: Planning, Building & Zoning

FROM: Mark Koplín *mk*

REQUEST: To present a contract for consulting services related to the Sears Centre Arena to International Facilities Group, Inc. (IFG).

BACKGROUND: In response to the Village's request for an independent third party consultant report related to the Sears Centre Arena, as stipulated in the Redevelopment Financing Agreement, MadKatStep hired IFG earlier this year to perform such a study. IFG spent a couple of months looking into the operations of the Sears Centre Arena with a detailed analysis of the financials, as well as operations, marketing, and booking of events. The resulting report provided an in-depth analysis of the Sears Centre Arena, along with recommendations to improve revenues and cut expenses, plus a good analysis of the external factors that have affected the Sears Centre Arena and the ability to book events.

Since the report was written for the Village and IFG acquired a great deal of in-depth knowledge regarding the Sears Centre Arena, IFG was hired to provide ongoing consulting to the Village during the transition from private to public ownership, and particularly to assist the Village in hiring a new operator and negotiating a favorable long term operating agreement. IFG is very knowledgeable in the arena business (their credentials are attached to the proposal), with many contacts in the business.

Shortly after being hired by the Village, Joe Briglia of IFG accompanied Village representatives to Boston for the IIAM conference. Mr. Briglia was able to schedule meetings, not only with potential national arena operators, but with their clients, as well as other people in the arena and entertainment industry. IFG's knowledge and expertise have been valuable as the Village proceeds with the eventual ownership and operational responsibilities for the Sears Centre Arena.

The original IFG contract was signed under the Village Manager's expending authority and after discussion with the Mayor and Board. The additional services presented in the new contract require Board approval. The IFG contract breaks down into three different components.

DISCUSSION:

First, the hours and compensation on the first contract will be exceeded in the near future. The new contract provides for additional hours of IFG's time to consult for and advocate on behalf of the Village. Mr. Briglia and Mary Beth Hardina have been the primary contacts, with Mr. Briglia working with the Village on potential arena operators and overall strategy, and Ms. Hardina providing number crunching, along with analysis necessary to have an accurate picture of current and past operations of the Sears Centre Arena, as well as financial projections and forecasts going forward. The cost for this component is \$45,000.

The second component includes IFG working as an interim operator of the Sears Centre Arena in the event that MadKatStep and CCO walk away from the arena and the Village has access to the arena with the desire to keep the lights on and conduct events currently on the booking calendar and perhaps booking additional events that would generate revenue for the Village without risk. IFG quotes a rate of \$20,000 a month to place an experienced person at the Sears Centre Arena. IFG will bill only for the days/months their services are required and on a pro rated basis. The contract includes a full three months in the capacity of interim manager, but these costs could be less depending on the timing of MadKatStep's exit and the Village's hiring of a long term arena manager. This component is \$36,000. IFG would work with the Village to develop an interim budget to host events (if desired by the Village) or assist with merely asset presentation (protecting the asset), hire the remaining Sears Centre Arena employees or hire temporary employees with those costs not included in the contract and to be determined.

Finally, in the event that the Sears Centre Arena needs to be closed down for a period of a couple of months due to complications in the Village's acquisition of the arena and gaining clear title to the property, IFG would also be able to provide services to properly close the facility for a period of time and assist the Village in doing so. This component is \$15,000.

Reimbursables are estimated to not exceed \$4,000.

The total contract for all three components is \$114,000.

FINANCIAL IMPACT:

The total cost of these services will be funded from the General Fund (Fund Reserves), but ultimately repaid from the Village Reserve Fund established through the financing (current balance of \$732,690 as of July 31, 2009) at such time as the Village has access to those funds that are held by the Trustee. The Sears Centre Arena team will continue to research and develop a financial plan for the short, mid, and long term.

RECOMMENDATION:

Recommend authorization to award a contract for consulting services related to the Sears Centre Arena to International Facilities Group, Inc., Chicago, IL, for the following services:

- a. Additional consulting not to exceed \$45,000.
- b. Interim management not to exceed \$60,000.
- c. Inventory equipment not to exceed \$15,000.
- d. Reimbursables not to exceed \$4,000.

in an amount not to exceed \$124,000.

Attachment

Company Overview

International Facilities Group, LLC. ("IFG") has a unique understanding of and in depth experience in project execution in all aspects of the sports and entertainment industry.

Company principals have been dedicated exclusively for more than a decade to the sports facility industry, covering a broad and often overlapping scope of responsibilities ranging from the planning, financing, and operations of sports and entertainment venues, to the active ownership and operational interests of major league and minor league professional teams, most notably the Chicago Bulls and Chicago White Sox:

- Formed over a decade ago to represent the development interests of "at risk" municipal sports venue and professional team owners. Chicago-based, IFG is a closely held, Illinois-based, general partnership owned by principals Michael Reinsdorf, I. Steven Edelson and Phil Couture.
- The firm is fully integrated with a seasoned, dedicated internal structure that covers many disciplines including project planning and programming, design and construction oversight, FF&E procurement, venue commissioning, asset management and capital needs/renovation planning.
- The company excels as an "Owner's Representative" and "Project Manager", offering clients a compelling blend of industry know how and project program, schedule and cost accountability. Executives have significant expertise in project evaluation and execution from an owner, tenant/user and operator's perspective.

IFG has led or assisted with over 25 sports/special use projects including nine MLB and minor league ballparks, 13 NBA / NHL arenas, three NFL stadiums, four civic and lodging facilities and often provides lender representation.

- IFG recently oversaw planning, design and construction of Washington Nationals new ballpark, currently assists MLB owners' new projects in Minneapolis and Fremont, CA and is owner's representative with Miami-Dade County for the MLB Marlins new ballpark. IFG is also performing a variety of operational commissioning and consulting tasks for the new Yankees Stadium set to open in April 2009.
- The firm currently provides the City of Orlando with design review for NBA Magic's New Arena and assists with Citrus Bowl renovation planning. IFG was recently awarded project management by the Salvation Army of Chicago for the Joan Kroc Community Center, presently in design development.
- IFG's "at risk" Stadium portfolio includes NFL Bronco's Invesco Field at Mile High Park, MLB Reds' Great American Ball Park, MLB Tigers' Comerica Park, MLB Brewers' Miller Park, and MLB White Sox US Cellular Field among many others.



- Arenas include the NBA Heat American Airlines Arena, NBA Spurs' AT&T Center, NBA Pacers' Conseco Fieldhouse, Houston Rocket's Toyota Center, the NHL Phoenix Coyote's Jobing.com Arena and the new Stockton (CA) Arena among others.

A summary of firm projects including client cost responsibility accompanies this profile.

The firm has large-scale renovation and retrofit experience, assisting with multi-million dollar renovations of facilities.

- Recently, IFG assisted the MLB Brewer's renovation of Miller Park's Suite level and new F&B concepts. The firm also supported the Rhode Island Convention Center Authority with initial planning of the Dunkin' Donuts Center \$65 million, three-year long renovation.
- Currently, the firm is providing project management oversight for the multi-million dollar renovation of a minor-league baseball stadium - Commerce Bank Park in Harrisburg, PA and continues to assist the United Center with various building and capital-related improvements.

IFG staff has extensive understanding of the concepts, practices, and procedures in the public assembly facility management industry.

Our background in facility operations, team and venue ownership and facility/sports marketing provides a platform to offer a variety "Operational Start Up and Commissioning" services for new facilities and "Best Practice Venue Benchmarking" assessments to optimize revenue capabilities and evaluate facility front and "back of house" conditions, operational budgets and financial forecasts, booking activity, event staffing and management, customer service training, safety/security and emergency preparedness and maintenance procedures and systems for facilities and teams.

- The firm recently conducted an extensive assessment of day-to-day operational, fiscal and marketing practices of the Mississippi Veterans Memorial Stadium.
- IFG oversees the "back of the house" and provides on-going monthly asset support to the Berto Center, the Chicago Bulls training facility.
- The long tenure of many employees helps nurture stable client relationships and associations with many of the industry's top feasibility and financial consultants, design, construction and structural service providers, private facility operating/concessionaire firms, FF&E and ticketing vendors and scoreboard manufactures.
- Live entertainment is a vital economic and cultural catalyst of every public assembly facility; venues need to be planned, built and operated with the promoter, agent and artists' interests in mind. Company executives have relationships with many of the industry's top promoters of live entertainment.



Fluent with major and minor-league team operations and league requirements, IFG understands professional major and minor league team business practices, issues and economics.

This includes matters of tenant conduct, feasibility and financial requirements of any "private use" candidates for tenancy or lease renewals and how sports teams can be purchased or transferred, probable acquisition costs, start up expenses, nuances of various leagues' guidelines and approvals – both legal and political.

- Last fall, Michael Reinsdorf led an investment group in the purchase of the Eastern League AA Harrisburg Senators (www.senatorsbaseball.com). He also owns the ECHL Stockton Thunder (www.stocktonthunder.com) and AF2 Stockton Lightning (www.stocktonlightning.com) and I. Steven Edelson owns a Frontier League ballclub, Lake Erie Crushers (www.lakeeriecrushers.com).

IFG is skilled in the planning and execution of real estate-oriented, development-driven projects including commercial and special/public-use buildings, mixed-use retail, lifestyle retail and hotels.

Recently, firm principals and local partners were awarded "at risk" development rights for a 30-acre Town Center in Garden City, GA. Mixed-use commercial and lifestyle retail is envisioned for this Savannah western suburb.

- Currently, the firm is project manager for the City of Glendale, AZ. development of its new Courthouse complex; IFG held a similar role for Glendale's new 320-room Renaissance Hotel, parking garage and 30k sq. foot Media Center.
- Last year we partnered with a Lincoln, NE development consortium, successfully responding to a downtown redevelopment RFP for a mixed-use complex featuring lodging, conference space, office, retail and residential components.

IFG is dedicated to key principles that constitute a foundation of excellence in sports and entertainment facility development and management:

- Continuous innovation in the evolution of venue project planning
- Facility design and technology that enhances the fan experience
- Developing venues allowing owners and tenants to take full advantage of essential sponsorship and revenue sources and
- Maximizing the facility's economic impact to the public

Our consistent attention to these four values is the basis for full range of services offered to municipal owners, collegiate/community leaders, institutional lenders and insurers, and professional sports leagues and teams.

For more information, please contact us directly:
Michael Reinsdorf, Managing Member mreinsdorf@ifgroup.cc
Phil Couture, Managing Member pcouture@ifgroup.cc
Joe Briglia, Vice President – Development jbriglia@ifgroup.cc
(312) 376-3880 www.ifgroup.cc



(note - includes projects by IFG personnel prior to company formation in 1995)

PROJECT * current client

CLIENT and SCOPE OF SERVICES

SPECIAL USE FACILITIES (Hotels, Publix Use, Convention & Worship Centers, Conf. and Recreation-oriented Facilities)

COST/ OPEN RISK

Joan Kroc Community Center of Chicago *	250,000 SQ FT Recreation Community Activity and Worship Center	IFG currently engaged by the Salvation Army for owner's representative services and peer review during the design and construction phases and to help formulate operational plans with the in-house team that will eventually operate the facility. This project has recently commenced initial project phases and is not yet under construction.	\$100M / April 2010	Salvation Army of Chicago
Courthouse, Glendale, AZ *	250,000 square foot complex	IFG represents the City, oversees the design-build (bridging-design approach), design and construction process during a compressed timeframe. The building is seeking LEED Silver certification.	\$47M / March 2010	City, Design-Build
House of Hope * Chicago, IL	10,000-seat Worship Center/ Arena	Project management services including program and design review, contract negotiations, construction oversight, pre-opening operations and recruitment and training of staff and implementation of operating procedures. IFG served as the facility operator for the past 2 1/2 years and now assists with certain asset management tasks from time to time.	\$54M / JULY 2004	Salem Baptist Church
Renaissance Hotel & Conf./Media Center Glendale, AZ	320 Room JQH Hotel and 40,000 Square Foot Media/Conf.Center	IFG was retained by the City of Glendale to act as it Project Manager during the land acquisition, design development and construction phases of this new John Q Hammons project. The hotel offers 80,000 SF of meeting and conference space in addition to the two level Media Center. A parking garage was built adjacent to the project, which opened in the spring of 2007.	\$125M / May 2007	Developer and City
Monona Terrace Convention Center, Madison, WI	250,000 Square Foot, five-level Conv. Center & 240 Room Hotel	On behalf of Stein & Company, Mark Appell directed program management services provided by Findorff/Stein Joint Venture as CM. The center, 560-space parking ramp was designed/constructed over a portion of Lake Monona, Highway 51 and the existing railroads. It is crowned with an expansive 100,000 square-foot roof top garden/outdoor pavilion. It was completed on budget and ahead of schedule in July 1997; Mark also led preparation of a proposal to design and build a 300 room hotel; the project team was selected after his departure.	\$175 M / July 1997	State Authority
BALLPARK & STADIUM (Program Management, Design & Construction Oversight or Support or Major Renovation)				
Commerce Bank Park * Harrisburg, PA	6,300-seat Stadium AA Eastern League	Currently owner's representative to City of Harrisburg for major renovation of ballpark located on City Island. Made changes to original Design to enhance premium seating revenues/allow for "sequencing" of construction over two years; will negotiate CM agreement/monitor construction. Will manage procurement of food vendor/equipment, new scoreboard elements for Team (which is owned by IFG Principals).	\$45M / April 2010	City/Team
Florida Marlins New Stadium *	45,000-seat Stadium MLB Marlins	IFG representing Miami-Dade County, in a partnership with URS Corp. for Owner's Representation of this project, pending final County Commissioner's approval of the financing/development plan. An April 2012 opening is anticipated.	\$515M / April 2012	Team / County
New Target Field *	47,000-seat Stadium Minnesota Twins	IFG currently engaged by the Team for operational consulting and peer review during the design and pre-construction phases and to formulate operational plans, comment on various agreements with the project team.	\$517M / April 2010	Team
Washington Nationals Stadium * Washington, DC	41,000-seat Stadium MLB Washington Nationals	Performed broad range of tasks since project inception including: evaluation of proposals offered by Washington DC and Northern Virginia. IFG provided review and assessment of the programs, budgets and schedules for proposed new stadium and temporary ballpark facilities. DC selected, IFG then assisted with review/preparation of ballpark-related portions of the Stadium Development Agreement and served as MLB's representative, overseeing facility design. We then worked with Team's new owner to monitor construction thru April 2008 commissioning. Partnered with Global Spectrum to serve as the on-site Building Manager, which commenced upon opening in April 2008.	\$535M / April 2008	Team
University of Phoenix Stadium * Phoenix, AZ	63,000 retractable-roof Stadium NFL Cardinals	Represented City thru site selection process and advised City during its negotiations with both Team/Authority; in 2004 was selected with JV-partner Global Spectrum to operate stadium; assisted with project management/pre-opening "start-up" during design and construction phase.	\$400M / August 2006	Authority
New Yankee Stadium * New York, NY	50,000-seat Stadium MLB New York Yankees	IFG was recently engaged by the Team to assist with the operational commissioning of the new stadium, slated to open in April 2009; the firm will help senior Yankee executives in planning and training of its building operations staff, develop operational procedures/manuals, customer service programs and various related pre-opening, operationally-oriented activities over the next several months.	\$1B / April 2009	Public Sector and Team
Comerica Park Detroit, MI	40,000-seat Stadium MLB Detroit Tigers	Design administration, operations reviews, constructability reviews, construction oversight, and FF&E procurement while serving as the Team/Owner's representative.	\$325M / April 2000	Team
Invesco Field Denver, CO	76,000-seat Stadium NFL Denver Broncos	IFG initially served as Team/Owner's representative negotiating Development Agreement and Design Build selection/negotiation. Kevin Greene then commenced working directly for Broncos during design/construction and pre-opening process. He managed project, approved all design revisions, committed project costs, provided required documentation/reporting to lenders/insurers. Mr. Greene rejoined IFG following operational start-up and overseeing inaugural year operations.	\$406M / Sept. 2001	Team
Miller Park Milwaukee, WI	42,500-seat Stadium MLB Milwaukee Brewers	Project management services for Team including site selection analysis, program and design review, facility planning and program development, FF&E procurement, construction consulting and setting up stadium operations, which opened in April 2000. Hired in 2005 to manage two major renovation projects to enhance F&B and group-oriented gatherings; project work performed over two consecutive seasons.	\$329M / April 2000	City/County
Great American Ball Park Cincinnati, OH	42,000-seat Stadium MLB Cincinnati Reds	Served as the owner's representative to the Cincinnati Reds. Retained at completion of Design Development to assist the County's Project Manager with development/execution of A/E and CM agreements, oversee completion of construction docs, administer construction activities. Also managed food equipment procurement, playing field and video board elements for Team, who added enhancements to original scope.	\$280M / April 2003	Team

(note - includes projects by IFG personnel prior to company formation in 1995)

PROJECT * current client

CLIENT and SCOPE OF SERVICES

ARENA (Program Management, Design & Construction Oversight or Support, Major Renovation or Lender Representation)

COST/
OPEN COST RISK

Client/Project	Facility	Capacity	Team	Cost/Status	Scope of Services
New Magic Arena* Orlando, FL	18,500-seats / NBA Orlando Magic	18,500-seats / NBA Orlando Magic	Team	\$450M/ SEPT 2010	Currently representing City during design and construction of the arena, new performing arts center and assisting with the renovation planning of Citrus Bowl stadium. Partnered with URS, an engineering firm, who handles project scheduling, control and budgeting elements. Arena part of \$1B in new construction. Team is "at risk" for the arena, City for stadium/PAC
Jobing.com Arena Glendale, AZ	17,653-seats / NHL Phoenix Coyotes	17,653-seats / NHL Phoenix Coyotes	Team	\$180M/ DEC 2003	Represented City of during negotiations, design, and construction; continue representing City's interest through quarterly operational audits. IFG also served as City's project manager for new JQ Hammons 300-room Renaissance hotel project and 50K SF Media Center which opened Dec. 07. IFG recently hired for similar role with City's Courthouse project, which commenced construction last year.
Stockton Arena & Banner Island Ballpark * Stockton, CA	10,000 seat Arena / 5,000 seat Minor A League Stadium / ECHL, AF2 and MISL Tenants	10,000 seat Arena / 5,000 seat Minor A League Stadium / ECHL, AF2 and MISL Tenants	City	\$62M/ DEC 2005	City of Stockton representative for development and design of 10,000 seat arena and 5,000 seat Minor League Park. Performed operational pre-opening and start-up services for the arena, ballpark and renovated 1,700 seat theater. We presently manage these venues for City under a long term agreement. An IFG principal is the owner of the arena's prime tenants, an ECHL hockey team and AF2 franchise.
Dunkin Donuts Center Providence, RI	14,500 Seats / AHL Bruins / Providence College	14,500 Seats / AHL Bruins / Providence College	Authority	\$65M/ DEC 2008	Facility underwent major renovation over the last three years. IFG represented Rhode Island Convention Center Authority during selection and contract negotiations with the design and construction team.
Toyota Center Houston, TX	18,300-seats / NBA Rockets / AHL Aeros	18,300-seats / NBA Rockets / AHL Aeros	Team	\$175 M/ SEPT 2003	Team's representative for operational matters - worked with Houston Rockets' developer (Hines) - facility with 92 suites, 2,900 club seats, 150 seat VIP restaurant and a practice facility. At 750,000 square feet - much detail went into the arena's interior. Designed by HOK Sport, the arena opened September 2003.
Save Mart Center Fresno, CA	16,000-seats / NCAAA Basketball / Cal State Fresno	16,000-seats / NCAAA Basketball / Cal State Fresno	Univ./ Lender	\$96M/ OCT 2003	The construction monitor and project manager on The Save Mart Center at Fresno State. Represented the interests of the owner and the lender for the project, monitoring the work of the general contractor and the architect, and tracking the project schedule, costs, and overall budget. Provided consultation and assistance with regard to specific project procurement and oversight.
AT&T Center San Antonio, TX	18,500-seats / NBA Spurs / AHL Rampage	18,500-seats / NBA Spurs / AHL Rampage	Team	\$175M / FALL 2002	Bexar County representative during all phases of the project including AEICM selection, negotiations, design, and construction.
Laredo Entertainment Center Laredo, TX	10,000-seats CHL Hockey / AF2	10,000-seats CHL Hockey / AF2	Developer	\$36M / FALL 2002	Represented the City of Laredo during the negotiations, design, and construction of the arena to protect the interests of the City and ensure that municipal investment was maximized.
American Airlines Arena Miami, FL	19,000-seats / NBA Miami Heat	19,000-seats / NBA Miami Heat	County	\$190M / APRIL 2002	Represented the County's interests and assisted the Heat in creating the best possible arena. Services included contract review, design review, quality control and construction monitoring.
Conseco Fieldhouse Indianapolis, IN	18,500-seats / NBA Pacers	18,500-seats / NBA Pacers	City	\$212M / NOV 1999	Owner's representative to the City. Services included design monitoring and review, construction and architect/ engineer contract negotiation/review, and construction budget preparation/monitoring.
Bi-Lo Center Greenville, SC	16,000 seats	16,000 seats	Sheer Sports	\$68M/ SEPT 1998	City/County program manager for \$68M - 16,000 seat arena; includes 30 private suites, 2 party suites, 650 club seats and private club. Designed by Odell Associates and constructed by Flour Daniel, the arena opened in September 1998. Worked for developer, Scheer Sports, who had project control.
United Center Chicago, IL	20,500-seats / NBA Bulls / NHL Blackhawks	20,500-seats / NBA Bulls / NHL Blackhawks	UC Joint Venture	\$175M / AUG 1994	Broad scope representing Team during original planning/construction : evaluation of existing arenas; feasibility analysis; site planning; financing (private); lobbying for state legislation; land acquisition; resident relocation; facility design; contract negotiations for construction, team leases, concessions/catering; suite leases; construction administration; establishment of operating staff/procedures/continuing operations. Completed by IFG principals prior to formation of company. IFG currently assists with building improvements and capital planning tasks.
American Airlines Center Dallas, TX	19,546-seats / NBA Mavericks / NHL Stars	19,546-seats / NBA Mavericks / NHL Stars	Lender/Team	\$420 M/ SEPT 2001	IFG personnel served as the lender's construction representative providing detailed reviews of project documentation and program requirements to identify and minimize the lender's financial risk in the project. The American Airlines Center is one of the largest, most modern arenas in the country; it is the heart of a new urban, commercial area called Victory Park.
Pepsi Center Denver, CO	19,000-seats / NBA Nuggets / NHL Avalanche	19,000-seats / NBA Nuggets / NHL Avalanche	Lender/Team	\$160M/ OCT 1999	The Pepsi Center is a 675,000 square feet facility with three public concourses. The arena contains 95 suites and 1,858 preferred/club seats. Designed by HOK Sport and constructed by Mortenson, IFG served as the lender's representative.
Rose Garden Portland, OR	21,500-seats / NBA Trailblazers / WHL franchise	21,500-seats / NBA Trailblazers / WHL franchise	Lender/Team	\$150M/ JUNE 1995	The Arena is part of the Rose Quarter, a \$262 million master planned development that also includes renovation of 12,000-seat Memorial Coliseum, parking for 2,100 cars, a 90,000 sf public plaza/light rail transit station and 65,000 sf office/entertainment building. Designed by Ellerbe Becket and constructed by Turner Construction, IFG served as the lender's representative.
Staples Center Los Angeles, CA	22,000-seats / NBA Lakers / NBA Clippers / NHL Kings	22,000-seats / NBA Lakers / NBA Clippers / NHL Kings	Lender/Team	\$150M / JUNE 1995	The arena is 901,642 gross sf facility, one of the world's largest. The arena including 2,500 premium seats, and 176 suites. Designed by NBBJ Architects and constructed by PCL Construction. IFG served as the financial lender's construction representative

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement"), made and entered into as of the ____ day of _____ 2009, by and between the Village of Hoffman Estates, an Illinois Municipal Corporation, whose current address is 1900 Hassell Road, Hoffman Estates, IL 60169 (hereinafter referred to as "VHE" or "client") and International Facilities Group, an Illinois Limited Liability Company, whose current address is 105 W. Adams Street, Suite 2700, Chicago, Illinois 60063 - attention Michael Reinsdorf, Managing Director (hereinafter referred to as "IFG" or "consultant"), with offices at 105 West Adams Street – Suite 2700, Chicago, IL 60603. IFG and VHE are sometimes individually referred to herein as a "party" and collectively as the "parties".

WITNESSETH

Pursuant to the Sears Centre's Redevelopment Financing Agreement ("RFA") between the VHE and Madkatstep Entertainment, LLC, IFG was retained as Arena Management Consultant to independently examine the many factors that influence the Sears Centre's current market and financial position. IFG developed realistic financial, booking and operational goals for the facility and issued a report dated June 15, 2009 ("SCA Assessment Report"). VHE subsequently retained IFG, through an interim contract with the VHE, as Consultant to assist in the evaluation of Arena financial, operational, operator selection, and asset transfer matters regarding the Sears Centre. As the VHE undertakes greater oversight and financial role in the project, including responsibility for operational cash flows (working capital liquidity), property taxes, debt service and FF&E loans repayment, the VHE desires to retain IFG to assist in ownership and operational transition matters and provide it with a variety of consulting services, including timely and pertinent financial forecasts, industry analysis and advice, assist with a national operator RFP process and contract negotiations, asset equipment inventory and if necessary, provide interim, on-site management of the Sears Centre during the ownership transition period. The tasks that make up this consulting arrangement are collectively referred to as the "Project".

It is the purpose of this Agreement to set forth the understandings under which the parties will work together on the Project, including certain protections for each of the parties with respect to their respective employees. IFG is experienced in all of the disciplines of projects of this nature; it will perform the scope of services as described in Exhibit A ("Scope of Primary and Supplemental Services").

The parties shall work together exclusively and cooperate in all efforts to facilitate the Project in a timely and cost efficient manner. Furthermore, it is understood that the relationship detailed in this Agreement is limited to the Scope of Services as described in Exhibit A and that this Agreement shall not restrict the Parties in any of their individual future work, business, or contacts in the course of the parties respective lines of business and new business pursuits.

NOW, THEREFORE, in consideration of the foregoing background and the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1

- 1.1 Engagement of IFG. IFG is hereby engaged by VHE as its consultant in connection with the Project, as more particularly hereinafter described, effective as of the date first above written.
- 1.2 Scope of Services to be performed. IFG shall act a consultant, providing analytical and advisory services, industry know how and best practices and reliable recommendations toward the realization of the Project during the Term hereof and in such capacity provide the services listed in Exhibit A “Scope of Primary and Supplemental Services” attached hereto and by this reference made a part hereof.
- 1.3 Standards of Performance. IFG accepts the relationship of trust and confidence established between it and VHE as contemplated by this Agreement. IFG covenants with VHE to diligently furnish its best skills and judgment in accordance with professional standards in furthering the interests of VHE and to exert its best efforts to perform its services in the most efficient, expeditious, and economical manner consistent with the interest of VHE. If any conflict of interest shall arise, IFG will immediately notify VHE in writing.
- 1.4 Personnel. IFG has assigned to the Project the individuals set forth on Exhibit B “Project Personnel” who shall perform the Scope of Services listed on Exhibit A. IFG may, with the consent of VHE which consent will not be unreasonably withheld, remove or substitute Project Personnel with others having at least equal experience, skills and abilities. VHE will reserve the right to approve and request changes to the key personnel assigned to the Project.
- 1.5 Services Not Included. IFG is not acting as an architect or a general contractor. IFG shall not be responsible to VHE for actual architectural work or design, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, although IFG shall advise and consult with VHE with respect thereto. VHE acknowledges that IFG is not responsible to VHE for any design or construction matters with respect to the Project. IFG agrees that all consultations with and recommendations to VHE with respect to design decisions shall be made to assist VHE in evaluating alternatives from VHE's perspective and interest (including, without limitation, alternatives with respect to value engineering) and are not to be considered a design evaluation of the soundness or effectiveness of any particular design approach. VHE acknowledges that IFG shall not be liable to the VHE for any acts or omissions of the Architect, General Contractor, or any associated professionals and consultants.
- 1.6 Subconsultants. While neither party anticipates specialized consulting services, which are outside IFG’s services, will be needed for the Project, either party may recommend

the hiring of appropriate consultants for specialized Project-related services, subject to VHE approval as approved subconsultant(s) will be at VHE's behalf and at VHE's cost, provided that IFG shall not be required to violate any of the terms and conditions of IFG's insurance or risk management program in doing so. Except for circumstances wherein IFG breaches its duties under this Agreement, IFG will not be liable to VHE for any acts or omissions of any such specialty consultant, whether hired directly by VHE or by IFG on VHE's behalf, or for any payments due to any such specialty consultant.

- 1.7 Expansion of Services. As it is anticipated the majority of services to be provided under this agreement will provided in a relatively short time period, particular events may occur for VHE to materially expand the timing and/or Scope of Services beyond those set forth in this Agreement. Before undertaking any expanded tasks, VHE will provide verbal or written approval to IFG, and as appropriate, IFG and VHE will agree to a written scope of services and fees for a particular task(s) that may be performed outside of the scope of this agreement.
- 1.8 Term of Engagement. The term of this Agreement and of the engagement of IFG by VHE ("Term") shall commence on the date of execution and continue in full force and effect subject to the Timing schedule in Exhibit C and conditions of Article 7 below.

ARTICLE 2

- 2.1 VHE's Representative. VHE hereby designates Mark Koplin, as its key staff representative who shall be fully acquainted with the Project and have authority to facilitate and/or render decisions promptly and furnish information on behalf of VHE so IFG may complete or advance its tasks and deliverables. VHE has the right, after written notice to IFG, to change its representatives at any time.

ARTICLE 3

- 3.1 IFG's Consulting and Supplemental Services Fees. Our fees are based on the estimated hours required to complete the primary consulting tasks as outlined in Exhibit A and the skill levels of assigned personnel based on the scope of services set forth in this letter. Total Consulting Compensation under this Agreement will not exceed \$45,000, including time and materials. We will apply our standard hourly advisory rate (discounted to \$175.00) billings against this amount and provide updates of our billing status. Because project timing and the actual level of hours required will depend on a variety of factors that cannot be fully anticipated at this time, the aforementioned budget may need to be revised. However, no additional fees beyond the initial budget will be incurred without written approval. Fees and expenses will be billed and are payable on a monthly basis. Other reimbursable expenses including travel, supplies and materials and other out-of-pocket expenses incurred in connection with our work, will be invoiced in addition to our professional fees. Fees for supplemental tasks, such as serving on-site as the Interim Asset Manager of the Sears Centre, will be above the current budgeted consulting fee amount at the prorated monthly fee of \$20,000 per month for a maximum of three months, at a total cost not to exceed \$60,000. This is for oversight of the building and

does not include building personnel. IFG will work with the VHE to create an interim budget for interim operations to host events, as determined, or operate the venue in an asset preservation mode. Funding for interior operations will be determined by VHE. VHE may also ask IFG to perform supplemental asset inventory services for an additional fee.

- 3.1 Reimbursable Expenses. IFG will be reimbursed for reasonable expenses such as travel and other out-of-pocket expenses incurred in connection with our work. These expenses are additional and will be billed and are payable on a monthly basis in accordance with Article 4.1. Trips involving air travel will only be incurred with VHE approval; the direct time/hourly-based rate will be discounted by seventy-five percent (75%) and expenses associated with those trips will be billed as a separate out-of-scope expenditure and payable beyond the current professional fee.
- 3.3 Increase in Scope of Services. In the event that VHE and IFG agree in unity with respect to an expansion of services such as the on-site interim asset management of the Sears Centre, pursuant to Section 1.7 and Exhibit A hereof, IFG may be entitled to supplemental compensation for such services at amounts agreed to by the parties.

ARTICLE 4

- 4.1 Term and Payment of Fees and Expenses. The term of this engagement will be on a month-to-month basis as per the Schedule in Exhibit C. Upon execution of this agreement by the parties, IFG will render a time-based invoice monthly to the VHE. IFG will also invoice VHE separately for its reimbursables, on or before the fifth day of each month during the Term hereof, as when such reimbursement may become due. VHE shall pay IFG's monthly fees promptly and shall pay any reimbursables within sixty (60) calendar days from receipt of IFG's invoice. In the event that payment is overdue on a recurring basis, interest shall be charged on overdue accounts at 1% per month.

ARTICLE 5

- 5.1 Indemnification of Client. Consultant agrees to defend, indemnify, and hold Client, its officers, directors, agents, and employees harmless from and against any loss, liability, cost, or expense (including reasonable attorneys' fees and court costs) which Client may sustain or incur if, and to the extent that, such loss, liability, cost, or expense is caused by the failure of Consultant to exercise the standard of performance set forth in Section 1.3 hereof or which arises out of the negligence or willful misconduct of Consultant, its officers, directors, agents, or employees in rendering Consultant's services under this Agreement.
- 5.2 Indemnification of Consultant. Client agrees to defend, indemnify, and hold Consultant, its officers, directors, agents, and employees, harmless from and against any loss, liability, cost, or expense (including reasonable attorneys' fees and court costs) which Consultant may sustain or incur if, and to the extent that, such loss, liability, cost, or expense arises out of the negligence or willful misconduct of Client, its officers, directors, employees, or agents.

- 5.3 General. Any indemnification claim under this Article 5 must be made by reasonable written notice to the indemnifying party after the date on which the claim giving rise to loss, liability, cost, or expense is first known to the indemnified party.

ARTICLE 6

- 6.1 IFG's Insurance. IFG, at its own expense and without reimbursement therefore, shall procure and maintain for the term of this Agreement the following for not less than the limits of liability set forth below with regard to its consulting services:

- i. Worker's Compensations Insurance and Occupational Disease Disability Insurance, in accordance with applicable State Worker's Compensation Insurance Laws, for all Project Personnel. Employer's Liability Insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000) for protection of employees not otherwise protected;
- ii. Comprehensive Automobile Liability and Property Damage Insurance coverage on all vehicles of Program Manager used in connection with the Project, whether owned, non-owned, or hired with liability limits not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage. Such Comprehensive Automobile Liability and Property Damage Insurance Coverage shall be written on an "occurrence" basis.
- iii. Comprehensive General Liability including Products Liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000 policy limit, subject to the terms and conditions of the policy. A copy of the policy may be required.
- iv. Umbrella liability insurance in excess of the primary insurance in the amount of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate.
- v. Professional Liability Insurance (Errors and Omissions Liability Insurance) One Million Dollars (\$1,000,000).

General. All insurance policies referenced in this Article 6, except Article 6.1, Section v., shall include a waiver of subrogation by the insurance carrier(s) with respect to VHE, and all of said entities' employees, officers, directors, agents and representatives. Each Party shall promptly, on request, furnish to the other certificates of insurance with respect to the foregoing described insurance policies. To the extent obtainable at reasonable cost, all insurance policies shall provide for thirty (30) days prior written notice to be given to the party named as an additional insured in the event coverage is canceled or not renewed. VHE shall reimburse IFG as a Reimbursable for any additional or increased insurance requirements imposed on IFG by VHE beyond those stated herein. All insurance

coverage referred to in this Article 6 shall be primary as to the risks insured against thereby. Any deductibles shall be the sole responsibility of IFG.

ARTICLE 7

- 7.1 Termination. The Agreement may be terminated by either party upon thirty (30) days written notice to the other. In the event of such a termination event, IFG would be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred.

ARTICLE 8

- 8.1 Extent of Agreement. Nothing contained herein shall be deemed to create any contractual relationship between IFG and other project participants or the associated professionals and consultants; nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against VHE or IFG which does not otherwise exist without regard to this Agreement.
- 8.2 Entire Agreement. This Agreement is and constitutes the entire agreement of the parties and any affiliates thereof and their employees and agents) respecting the realization of the Project, and any prior proposals, agreements, writings, and understandings between the parties are hereby agreed to be merged herein and without further force or effect. No alteration, modification, or variation of this Agreement or any term or provision hereof shall be valid unless made in a writing signed by the parties hereto.
- 8.3 Confidentiality. Except as required by law or legal process, neither VHE nor IFG shall disclose non-public information about the terms and provisions of this Agreement or any other information relating hereto, to any person or entity (except to its employees, affiliates, accountants, attorneys, or agents having the need to know, and except in the case of VHE, to the various parties, stakeholders or participants it is utilizing within the context of the Project).
- 8.4 General Conditions: Any findings and recommendations presented as a part of this engagement will reflect analysis of primary and secondary research, including information provided by the VHE and the Sears Centre's operating company. Information provided by third parties will not be audited or verified by IFG, unless otherwise noted, and we will assume it to be correct. There will be differences between our projections or forecasts and actual results because events and circumstances frequently do not occur as expected and those differences may be material. While IFG will extend its best efforts to assure accurate information, IFG will make no representation or warranty as to the completeness of the information contained within any reports that we prepare, written or oral, including any estimates, and shall express no assurances of any kind on any projected information. Any finding or recommendations made by IFG will be based on the scope of services as defined herein. IFG cannot be held responsible for any future management actions on which the future performance of the facility will depend. The work performed as a part of this engagement is intended

solely to assist the VHE, its Project stakeholders and potential successor operator's in benchmarking the future operating performance of the Sears Centre relative to other venues of similar size and competitive set and evaluating future ownership, debt support, operational and project funding decisions and should not be used for any other purpose.

- 8.5 Any notice required or permitted under this Agreement shall be in writing and deemed given when actually delivered to the party listed below by overnight carrier as certified by said carrier, or on the third day following the postmark if sent by registered mail, return receipt requested, addressed to the party to which directed at its address as set forth below, or to such other address as may be specified from time to time by either party in writing:

To VHE: William D. McLeod
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169

With copy to: The Honorable Arthur L. Janura, Esq.
Arnstein & Lehr LLP.
2800 W. Higgins Rd., Ste. 425
Hoffman Estates, IL 60169

To IFG: International Facilities Group, L.L.C.
105 West Adams Street – Suite 2700
Chicago, IL 60603
Attention: Michael Reinsdorf

- 8.6 IFG Successors and Assigns. IFG shall not assign its rights under the Agreement, excepting its rights to payment, nor shall it delegate any of its duties hereunder without the written consent of the VHE. Subject to the provisions of the immediately preceding sentence, the VHE and IFG, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
- 8.7 VHE Successors and Assigns. VHE's rights and duties under the Agreement shall be freely transferable and assignable by VHE to a transferee who acquires substantially all of VHE's interest in the Project, and in the event of any such transfer or assignment and the assumption by the transferee of the obligations of VHE thereafter arising or accruing under the Agreement, IFG shall look solely to such transferee for the performance of all obligations and agreements imposed upon VHE and thereafter arising or accruing under the terms of the Agreement provided that proof of financial capability is demonstrated.
- 8.8 Non-Solicitation. VHE acknowledges that (1) as a result of this Agreement with IFG, VHE will have contact with IFG's employees; (2) IFG has invested substantial resources in recruiting and training its employees to perform the services provided in this

Agreement; and (3) IFG's business would be materially harmed if VHE were able to solicit IFG's employees to perform the services which IFG has agreed to perform under this Agreement. Accordingly, VHE agrees that it shall not, during the term of this Agreement or any extension thereof, directly or indirectly solicit, hire, or use in any manner any person employed by IFG to perform services for the VHE under this Agreement, without prior written consent of IFG.

- 8.9 Independent Contractor Relationship. It is understood and agreed that IFG will be an independent contractor and at all times represent itself as such with respect to any matters relating to the development of the Project. In accordance with the independent contractor relationship established hereunder, IFG shall have no authority to incur any expense or liability on behalf of VHE (except with consent of VHE, as specifically provided herein, and with no diminution, however, of IFG's right to reimbursement for expenses it incurs, as hereinafter provided). With respect to the fees payable hereunder to IFG, unless required to so by federal, state or local law, the VHE shall not withhold any taxes on, nor shall it make any contributions for such taxes based upon payroll or income and shall not provide any benefits to IFG or its employees. Further, IFG shall perform the services under the Agreement as an independent contractor and shall not be considered an employee of VHE for any purpose whatsoever, including but not limited to entitlement to VHE employee benefits. VHE hereby expressly waives any claim or entitlement to such benefits.

Both parties acknowledged IFG is an independent contractor and will continue to perform consulting services and collect independent information on behalf of itself and other clients. At no time will IFG be acting on the VHE behalf when involved in these other consulting practices.

- 8.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, except with respect to its choice of law provisions. Any action brought by a party hereto with respect to this Agreement shall be venued in Cook County, IL.
- 8.11 Attorney's Fees. Should either party employ an attorney or attorneys to enforce any of the provisions hereof or to recover damages for the breach of this Agreement, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorneys fees, in connection therewith.
- 8.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one Agreement.
- 8.13 Recitals. The Recitals set forth on Page 1 of this Agreement are hereby incorporated by reference and made a substantive part of this Agreement.
- 8.14 Severability. Should any of the provisions of this Agreement be declared or be determined by a court of competent jurisdiction to be illegal or invalid, the validity of the

remaining parts, provisions, or terms shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

8.15 Survival. The provisions of sections 5.1, 5.2, 5.3, 8.3, 8.4, 8.11 and 8.12 here shall survive any termination of this Agreement.

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

**VHE: Village of Hoffman Estates, a
Illinois Municipal Corporation**

By: _____

Name: William D. McLeod

Title: Village President

**IFG:
International Facilities Group, an
Illinois Limited Liability Company**

By: _____

Name: Phil Couture

Title: Managing Member

Table of Contents

Exhibit

- A. Scope of Primary and Supplemental Services
- B. Project Personnel, Experience and Disclosures
- C. Timing, Schedule and Reimbursable Expenses

Exhibit A

Scope of Primary Services

1. Generally

As an hourly consultant, IFG will examine the many factors that influence the Sears Centre's current market and financial position, including existing operational budgets, statements and contracts, booking activity and show margins, operating costs and policies and marketing practices to assist VHE in developing realistic financial, booking and operational goals and budgets for the facility and provide advice and recommendations to successfully transition the facility and its personnel to the third-party operator of VHE's choice.

2. On-going Review and Analysis of Existing Contracts, Sources of Income/Expenses, Show Settlements and Financial Statements

Through previous due diligence issuing its recent report, IFG has an understanding of budgeted and actual financial statements, contractual arrangements under which the facility is operating, income potential by source, the relative cost of direct and indirect expenses, the costs of hosting events by show type and the venue's historical demand and future booking calendar. To facilitate project deliverables in Section Three (3) below, IFG will require up-to-date knowledge of monthly YTD income statements and the status of booking prospects and confirmed rental deals. As noted in the report, IFG will also require further clarification and discussion with the Sears Centre's staff regarding certain tenant agreements, vendor (concession, ticketing and parking etc.) income reports, additional review of all Contractually Obligated Income ("COI") revenue sources and all third-party (expense) vendor contracts for areas such as IATSE labor agreement, event cleaning, maintenance and parking etc. to gain better line-item understanding of the direct and indirect expense ledger and relationships between various line items to others and facility usage, and the like.

3. Preparation of Financial Budgets, Statements and Reports to Facilitate Transition

IFG will provide an update of its earlier Report proforma in various financial formats as required by VHE, including but not limited to the timely preparation of:

1. Year-end (Stub Year) EBITDA Proforma
2. Costs and operating expense scenarios at VHE's discretion, based on possession start dates and the venue either 'staying open or going dark' for an interim period prior to the national operator transition period
3. Costs for interim arena operations under IFG oversight
4. Transition period/one-time cost Budget for the national operator and
5. Benchmark Budget for 2010 revenues and expenses (for the use in management firm negotiations and preparation of future working capital/operating budgets)
6. Benchmark Impact Evaluations/Sensitivities based on negotiations

IFG will also act, at VHE's request, as a conduit of pertinent information to prospective management companies and will be responsible for accurately organizing and preparing:

7. Various Building/Event and Financial information
8. Assist Village Corporation Counsel with Summaries of Pertinent Leases and Contracts

Additional scope in this area could also include a) assisting with VHE's possession, default and foreclosure negotiations with Madkatstep Entertainment, LLC and b) providing financial

analysis to the future effect of factors affecting the M&I equipment and Levy Loans. In each case, the firm will provide industry-based advice and help prepare necessary deal/strategic points and review all financial-oriented matters addressing transition of ownership and the venue's working capital, operating accounts etc.

4. Assist with Operator Selection and Negotiations

In this task, we will provide VHE with ongoing consulting services related to the potential outsourcing of full-service, on-going venue operations to a national third party operator, to be selected by VHE. Generally, we will assist VHE in all aspects of operator pre-qualification, pursuit/proposal solicitation, selection and negotiation, providing continuous analysis, insight and recommendations in order to secure an Operating Agreement for VHE. It is anticipated many of these services will be related to particular events that occur at various times throughout the entire process, and some tasks may overlap with services from the previous section. IFG's consulting tasks in this area are largely defined as:

1. Help identify all VHE goals and business issues that are material to the Operator Negotiation process
2. Provide sample management agreements and business deals of comparable venues and municipal owners
3. Develop financial benchmark model that is reflective of the current operating situation, incorporating VHE's financial and operating goals/requirements and as appropriate, IFG's report recommendations (subject to VHE approval and timing)
4. Provide support for Operator interview and discussions
5. Provide framework to solicit formal proposals
6. Assist in preparing a negotiation timetable
7. Provide parameters for Operator investment requirements
8. Assist in identifying/resolving any Facility operating transition-oriented issues
9. Provide input and comment on related material provided by the Operators
10. Assist in determining the future allocation of revenues for (i) operating expenses, (ii) financing to make debt service payments and (iii) funding of renewal and replacement expenses
11. Evaluate proposals and report impact of negotiation on all aspects of the future financial plan, including potential food and beverage buyout and impact to the Ticketmaster agreement
12. Work behind the scene and, as necessary, meet with prospective operators to facilitate verbal/written responses to proposed terms and VHE parameters
13. Help analyze responses and develop final term sheet and provide written qualitative and quantitative evaluation of term sheet
14. Help Corporation Counsel develop first contract draft based on term sheet
15. Review contract draft and subsequent drafts/business decisions with Counsel
16. Facilitate the execution of final agreement between VHE and Operator

At all times IFG will be advising VHE on industry patterns and sensitivities and how national management operators would view other facilities and industry relationships (ie. promoter, ticketing and food and beverage etc.) with other venues in the market, and how this could affect the Sears Centre, and its ability to contract with various partners and attract events under private firm leadership.

Exhibit A - continued

Scope of Supplemental Services*

***Supplemental will be at \$20,000/month, not to exceed three months and only upon written notice to proceed from VHE. Scope of supplemental services is as described below.**

1. Interim Asset Management

On-site asset management support from IFG expands the depth and breadth of expertise available to the Sears Centre staff, potentially during a one to two month "interim transition period". Our approach to the following tasks keeps VHE involved in key decision-making while allowing VHE to maintain direct control. We will:

1. Closely monitor facility operating expenses to ensure effective cost-containment practices are in place and ensure that cash flow is maximized and operating expenses are inline with the VHE financial plan.
2. Review any significant variances from the budgeted figures with the appropriate building department heads and ensure an appropriate plan of action is developed, and to closely monitor the implementation of corrective actions.
3. Provide oversight to all event-related areas including event booking, planning and production, hosting and settlement, including the review of all deals and evaluating any licenses, leases and insurance matters for upcoming events or tenant games. IFG will proactively interact with all current and future events booked at the venue, to ensure their needs are being fulfilled as well as nurture and pursue the booking of any interested party during this time period.
4. Work directly with venue finance personnel and the Village finance department to monitor all financial reporting ticketing and box office activities, which includes the forecast of event profit/loss and attending all show settlements.
5. Assist venue department heads with the oversight of all contracts of third-party vendors such as ticketing, food and beverage service and parking (especially contracts that significantly influence revenues, minimize expenses or enhance the property's strategic positioning).
6. Provide input and guidance on event changeovers and IATSE labor calls, corporate sponsorship, advertising and premium seating sales efforts and group ticket sales plans, and any personnel or labor issues.
7. Provide oversight of routine maintenance, non-event cleaning and daily housekeeping, post event cleaning, event security, and review all crisis management and emergency procedures to ensure public safety is maintained.
8. Maintain the inventory and good working order of all equipment and fixtures.

Mary Beth Hardina, Vice President of Finance would oversee day-to-day operations during this interim period. Mary Beth has oversight experience with IFG's venue management account in Stockton, CA and having a major role in the Sears Centre's recent assessment, she is most familiar with the venue's issues and challenges. She would be assisted by Cindy Kamradt, who has over 17 years of senior venue management experience and recently completed a yearlong consultation helping the Yankees operationally plan and open their new stadium. In 2005, Cindy opened the House of Hope Arena, previously worked at the NHL Coyotes Jobing.com Arena in

Glendale, AZ and operated the United Center's Event Services department. Joe Briglia would head up the oversight of the sales and marketing of the SCA's premium seating, advertising and Sponsorships.

2. Capital Expenditures Review, Planning and Budgeting

IFG has significant experience in assessing the capital needs of sports facilities and in planning for major renovations at both the major league and minor league levels. As a supplemental service, IFG will prepare a comprehensive plan for long term usage, parts replacement and eventual replacement of all of the controls systems and major FF&E and provide recommendations toward funding of future Capital Expenditures, setting VHE's ownership priorities using these guidelines:

Level 1 – Code compliance and life, public safety issues

Level 2 - Revenue generating enhancements and/or aesthetic improvements

Level 3 – Maintain current operational condition

Level 4 – Replacement due to operational useful life expectancy

3. Equipment Inventory and Major Systems Assessment

We will also review the Sears Centre's inventory of front and back-of-house equipment, major mechanical systems (including HVAC, plumbing and fire suppression) and special systems such as audio and video systems, video and LED boards and the outdoor marquee to assess their general condition and whether the appropriate preventative maintenance has been performed. We also recommend that sub consultants be retained to assist with this activity including a structural engineer to inspect all of the building supports, major transition areas, and seating / arena structures. IFG will reconcile the current equipment inventory, provide P.M. recommendations as needed and perform other actions for transition to the new operator's systems and procedures.

If required and authorized by the VHE, the supplemental services for Inventory assessment will not to exceed \$15,000.

Exhibit B

Project Personnel, Experience and Disclosures

The following table provides approximate allocation of each key personnel's commitment

Personnel	Office Location	Commitment Level
Michael Reinsdorf	Chicago, IL	Executive Oversight
Joseph Briglia	Gaithersburg, MD	100`%
Mary Beth Hardina	Chicago, IL	40-50%
Cindy Kamradt	Chicago, IL	To be determined

Michael Reinsdorf will provide Executive Oversight; he is a Managing Member of IFG and his knowledge and experience in both the sports and real estate industries provide him with a solid background to draw upon when undertaking new client engagements. Michael is a board member of the Chicago Bulls and serves as its alternate NBA Board of Governors. He is also a standing member of the Joint Venture Operations Committee that oversees the operations of the United Center. Michael is the owner of AF2 Stockton Lightning and the ECHL Stockton Thunder and is actively involved in all aspects of running the franchises. In 2007, Michael led an investment group that acquired the Harrisburg Senators, an AA affiliate of the Washington Nationals; he serves as Chairman of the Senators.

Mary Beth Hardina is responsible for all corporate accounting as well as the risk management of the company and oversees financial reporting of IFG management accounts and investments of IFG principals including sports teams and funds. Mary Beth also serves as the company's Contract Administrator for its Stockton (CA) facility management account; overseeing preparation/administration of its annual financial business plan, monthly cash forecasting and venue activity reports, show contracts/settlements, box office reports/controls, subcontractor contracts and personnel. She has a wealth of facility accounting and venue money management expertise and is the company's "forensic financial specialist" on all venue operational, booking and fiscally related matters.

Cindy Kamradt is IFG's "venue operations" specialist, with over 17 years of venue management experience. She offers venue owners a unique perspective relative to planning and forecasting revenues and expenses for new facilities. She recently assisted the Yankees with opening their new stadium and helped lead IFG start-up operations for the House of Hope and Stockton Arena's. Cindy formerly worked for the NHL Coyotes at Jobing.com Arena, oversaw the event/customer services department at the United Center and was human resources director at Arlington International Racecourse during its 1991 grand opening.

Joe Briglia, provides a consultative role for IFG operational and development projects often involving municipal facility owners, real estate developers and third-party facility operators, vendors and industry consultants. He worked for fourteen years with industry-leader SMG where he had significant roles in assessing venue operational/financial performance and developing contract performance criteria for measuring success from public sector client/user viewpoints. A civic-engagement specialist, he has strong knowledge of public-private partnerships in the sports and entertainment facility industry and the practices and procedures of the facility third-party management industry and companies. Joe also developed hotels for Marriott for nine years and is familiar with lodging management contracts and lodging feasibility and development matters.

Disclosures

Please note: 1) our firm is currently working with the City of Stockton exploring its options to buyout IFG's management agreement and transition venue operations to the same national firms, which have an interest in the Sears Centre, 2) IFG is a minority partner with one of the (same) national firms in its operation of the NFL Cardinals stadium in Glendale, AZ; IFG is not an active partner in this venue's operations, 3) In addition to Michael Reinsdorf's Bulls board and Joint Venture Committee memberships at the United Center, IFG currently provides fee-based program management/master planning services for the arena. The firm has no direct, on-going financial relationship with the United Center other than the aforementioned real-estate development oriented engagement, and 4) IFG principals have an interest with Jam Production principals in the Prairie Creek Amphitheater project

Exhibit C

Timing, Schedule and Reimbursable Expenses

1. **Primary Phase**
Start Date: Week of August 24, 2009
Duration: approximately three to four months
Fee: Hourly Rate of \$175

2. **Supplemental Services (interim operations)**
Schedule: Interim Transition Period (to be determined)
Duration: approximately three months
Fee: Not to exceed \$20,000 per month

3. **Supplemental Services (inventory assessment)**
Fee: Not to exceed \$15,000

Reimbursable Expenses

All Reimbursable Expenses, including out of town travel, will be invoiced with appropriate detail. Reimbursable Expenses may also include the cost of any specialty consultants or special expenditures made with the prior approval of, or at the specific request of VHE. All Reimbursable Expenses will be billed at actual cost(s).

IFG will utilize the Sears Centre's travel and hospitality partners when possible; IFG recommends that VHE budget \$4,000 for expenses and reimbursements, including out-of town travel for Mr. Briglia.



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

SUBMITTED TO PLANNING, BUILDING & ZONING COMMITTEE
AUGUST 2009

(NOTE: Items in *italicized text* indicate projects with a high level of activity during the most recent monthly period.)

PLAN COMMISSION

AUGUST 5, 2009 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
Meeting canceled		

AUGUST 19, 2009 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
Meeting canceled		

SEPTEMBER 2, 2009 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
Meeting canceled		

Upcoming Meeting: September 16, 2009

No petitioners scheduled yet

Upcoming Meeting: October 7, 2009

No petitioners scheduled yet

Upcoming Petitioners and Related Activities

- Southeast corner of Hassell & Barrington - Site plan for gas station/retail buildings*
- Beacon Point Phase II - Annexation Agreement Amendment and site plan for residential/commercial development.*
- Prairie Stone Parcel 24 - Plat of resubdivision and site plan amendment*
- Police Department - Rezoning, plat of consolidation*
- Shree Jalaram Mandir Expansion, 425 Illinois Boulevard - Site plan for parking and building expansion.*
- Alliance Church, 665 Grand Canyon Parkway - Site plan for parking lot expansion*
- Poplar Creek Crossing Shopping Center - Plat of resubdivision and site plan amendment*
- Bright Hope, northwest Corner Hassell and Stonington - Site plan amendment for site improvements*
- St. Alexius Medical Center Campus - Plat of resubdivision*
- Poplar Creek Crossing New Restaurant - Site plan amendment for façade change (administrative approval)*
- Church, southwest corner of Berner and Shoe Factory Roads - Annexation and site plan for new church*
- Prairie Pointe (Prairie Stone Parcel 23) - Site plan for gas station/retail building*
- High School District 211, Berner Road - Subdivision plats for single-family homes*
- Church, west side of Rohrssen Road, south of Shoe Factory Road - Annexation and site plan for new church*
- Prairie Stone, Sears parcel (next to helipad) - Site plan for small office on outparcel*
- Prairie Stone, Parcel 8 - Site plan for a new office/warehouse building(s)*

ZONING BOARD OF APPEALS**AUGUST 4, 2009 - MEETING SUMMARY**

APPLICANT ADDRESS	REQUEST	RESULT
Meeting canceled		

AUGUST 18, 2009 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
Tollway LLC, Pembroke Avenue	Variation for signage	Con't to 9/15/09
Subway, 1411 Palatine Road	Variation for signage	Con't to 9/15/09
GiGi's Playhouse, 1069-1071 West Golf Road	Special use amendment for expansion	Approved
Clearwire/Sprint/Sears, 3333 Beverly Road	Special use and height variation for communication antennas	Con't to 10/6/09
Clearwire/Sprint/DOB2, 1585 North Barrington Road	Special use and height variation for communication antennas	Con't to 10/6/09
Clearwire/Sprint/Conant, 700 Cougar Trail	Special use and height variation for communication antennas	Con't to 10/6/09

SEPTEMBER 1, 2009 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
Meeting canceled		

Upcoming Meeting: September 15, 2009

Tollway, LLC, Pembroke Avenue - Sign variation (*con't from 8/18*)
 Subway, 1411 Palatine Road - Sign variation (*con't from 8/18*)
 Barrington Square Animal Hospital, 2370 W. Higgins Road - Sign variation
 Verizon/HEHS, 1100 W. Higgins Road - Special use and variation for communication antennas

Upcoming Meeting: October 6, 2009

Clearwire/Sprint/Sears, 3333 Beverly Rd - Special use and height variation for communication antennas (*con't from 8/18*)
 Clearwire/Sprint/DOB2, 1585 N. Barrington Rd - Special use & height variation for comm. antennas (*con't from 8/18*)
 Clearwire/Sprint/Conant, 700 Cougar Trail - Special use and height variation for comm. antennas (*con't from 8/18*)

Upcoming Petitioners:

Clearwire/Sprint, 750 Salem Drive - Special use & variation for communication antennas
 Clearwire/Sprint/VOHE, 3990 Huntington - Special use for communication antennas
 Clearwire/Sprint/VOHE, 95 Aster - Special use for communication antennas
 Clearwire/Sprint/VOHE, 4690 Olmstead - Special use for communication antennas
 Citibank, 2550 N. Sutton - Setback and lot size variations
 Buffalo Wild Wings, 2540 N. Sutton - Setback and lot size variations
 Sherwin Williams, 695 W. Golf - Sign variation
 T-Mobile/Village of Hoffman Estates, 2550 Beverly Road - Special use for cell antennas
 T-Mobile/Village of Hoffman Estates, 4690 Olmstead Drive - Special use for cell antennas
 Water Park H₂Otel's Prairie Stone LLC, 5555 Prairie Stone Parkway - Master Sign Plan
 Prairie Pointe (Prairie Stone Parcel 23) - Master Sign Plan

GENERAL ACTIVITIES

General Planning Efforts. Staff has held several meetings to discuss various sites that may be the subject of future development or redevelopment. Staff has also continued to stay in contact with recently approved projects that have not yet started construction to determine if any assistance can be provided to facilitate the projects moving forward. Planning staff has also been assisting the Economic Development Division with the creation of materials and documents that have been added to the Village's website to market individual properties within the Village.

Prairie Stone Entertainment District. Staff is working with the Economic Development Director on coordinating the Prairie Stone Entertainment District streetscape and signage project. Staff continues to work with the consultant to have plans developed for the first phase of improvements. As part of the Saddle Room/OTB final plans, staff worked with the owner to incorporate some streetscape elements into their project that will coincide with the Village's goals along Prairie Stone Parkway and Pratum Avenue.

Coordination is being done with businesses, including Cabela's, regarding their signage needs and how they will fit with the Village efforts. A significant public/private signage opportunity is being implemented for Tollway signage with Cabela's playing a major role in this effort. Staff is working to develop viable options for Entertainment District signs at the three primary entrances to the District.

COMMUNITY DEVELOPMENT BLOCK GRANT

General. Staff is working on regular report items that are periodically due to HUD. With recent staffing changes in the Division, meetings have also begun with an experienced CDBG consultant who is assisting with program management and with training of additional staff members.

2009 Annual Action Plan. Planning staff submitted the 2009 Annual Action Plan to HUD in advance of the required August 15, 2009 submittal date. This plan establishes the Village's budget for the use of CDBG funds for upcoming Program Year 4 (October 2009-September 2010). The Action Plan is posted on the Village's website at www.hoffmanestates.org/cdbg.

Single-Family Housing Rehabilitation. North West Housing Partnership (NWHP) is working on the current 2008 program year. There are several residents currently proceeding through the application process.

Barrington Square Street Light Project. The contractor has completed work on Phase 1 of the Barrington Square neighborhood infrastructure street light installation. The 2009 Annual Action Plan designates funds for a Phase 2 project.

Spring Mill Drive Reconstruction Project. Staff completed the Annual Action Plan amendments necessary to reallocate CDBG funds toward the reconstruction of a portion of Spring Mill Drive, which is an eligible neighborhood infrastructure project. Construction is proceeding on Spring Mill Drive and should be complete in the near future.

Audit. HUD has provided another review letter regarding the 3-day audit that took place the week of April 13. This letter required further documentation and a detailed response from the Village. The Village response was sent to HUD on August 19, 2009, in accordance with HUD's mandated 7-day response time.

American Recovery and Reinvestment Act Allocation (CDBG-R). Planning staff submitted the required Substantial Amendment to the 2008 Annual Action Plan to HUD in advance of the June 5, 2009, deadline. The \$81,078 grant is being made available to Hoffman Estates through HUD as part of the American Recovery and Reinvestment Act (ARRA). The funds will be used to complete a significant sidewalk reconstruction and accessible ramp upgrade project in the Barrington Square neighborhood, which contains the Village's highest concentration of CDBG eligible residents that are served by public streets. This past week HUD sent the Village the formal approval and the Grant Agreement for these funds. This agreement will be executed and returned to HUD and staff will proceed with implementing this project as soon as possible.


Peter Gugliotta, Director of Planning Division



CODE ENFORCEMENT

**MONTHLY REPORT
SUBMITTED TO PLANNING, BUILDING & ZONING COMMITTEE**

July 31, 2009

Attached is the monthly report for Code Enforcement for the period ending July 31, 2009.

Don Plass, Director of Code Enforcement

ACTIVITIES

On July 1st, thru 5th 2009, Betty Melligan conducted the Village's July 4th Festival Health Inspections at the Village Hall.

On July 2, 2009, Don Plass, Tim Meyer, Ray Norton and Sue Wenderski attended the monthly meeting of the Northwest Building Officials in Deer Park, Illinois. The topic was "Hail Chasers."

On July 8th, 2009, David Banaszynski and Betty Melligan attended the Illinois Association of Code Enforcement quarterly meeting in Elgin. The issues discussed were "Home Repair Fraud and Meth Lab Hazards and Identification".

On July 14th, 15th, and 16th, 2009, David Banaszynski attended the Illinois Public Health Association's Emergency Preparedness Summit in Oak Brook.

On July 16, 2009, Bill Chlebig took and passed the International Code Council's Residential Building Inspector examination.

EMERGENCY CALL OUTS

No call outs.

DEMOLITION PERMITS

No call outs

CONSTRUCTION INSPECTIONS

Inspections performed:

- | | | | |
|--------------|----|--------------|-----|
| • Structural | 77 | • Mechanical | 17 |
| • Electrical | 38 | • Other | 232 |
| • Plumbing | 31 | | |

CITATIONS

Paul Browne
5 Des Plaines
Inoperable vehicle

CODE ENFORCEMENT MONTHLY REPORT

AUGUST, 2009

PAGE 3

Jason Hill
75 Kingman
Tall grass/weeds

Betty Huffman
1743 Chippendale
Roof in disrepair

Edward Kallhoff
735 Maple
Failure to maintain exterior surfaces

Anthony Kozlowski
715 Mohave
Tall grass/weeds(2), failure to maintain exterior surfaces(2) and failure to maintain
Garage(2)

Danilo Mac
1045 Mayfield
Tall grass/weeds

Cynthia Maheras
750 Maywood
Tall grass/weeds, obstruction in the right of way and improper storage

Martin Fence & Deck
45 Chandler
Home occupation creating nuisance

Frank Menini
225 Carnation
Improper driveway extension and failure to maintain exterior surfaces

New Haven Development
950 Freeman
Deck in disrepair, missing house numbers, vacant structure in disrepair, open electrical boxes, failure to maintain windows and failure to maintain exterior surfaces

CODE ENFORCEMENT MONTHLY REPORT

AUGUST, 2009

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Elcin Ozbay
4420 Huntington
Working without a permit – siding

Wayne Rodgers
Fountain Crossing Shopping Center
Failure to maintain outdoor lights and tall grass/weeds

Ted Rymarsuk
1285 Campbell
Tall grass/weeds

Hope Shiba
75 Kingman
Tall grass/weeds(2), failure to maintain exterior surfaces(2), inoperable vehicle,
debris accumulation(2) and failure to maintain accessory structures(2)

Phillip Swartzell
345 Lafayette
Failure to maintain exterior surfaces and failure to maintain fence

Albert Ferguson
4160 Victoria
Tall grass/weeds

John Kent
1401 Ashley Rd.
Inoperable vehicle

Jennifer Deacon
1390 Hassell Rd.
Inoperable vehicle

Daniel Kasan
1980 Ashley Rd.
Inoperable vehicle

Dewayne Allen
865 Hillcrest
Inoperable vehicle (2)

CODE ENFORCEMENT MONTHLY REPORT

AUGUST, 2009

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Armando Gamba
2350 Hassell Rd.
West entry unsafe & time frame not met (4)

Rayna Vargolomova
165 Westview
Failure to remove dead trees

Patrick Scharfe
4390 Stone Harbor
Failure to pay garbage bill

Troy Ask
495 Northview
Failure to pay garbage bill

James Stephen
1514 Brrokside
Failure to pay garbage bill

Terry Harrison
1774 Sessions Walk
Failure to pay garbage bill

Judith Labriola
1788 Jamestown Cir.
Failure to pay garbage bill

Nina Hall
1839 Williamsburg
Failure to pay garbage bill

Jayesh Parekh
1947 Georgetown
Failure to pay garbage bill

Kimberly Thomas
420 Arizona
Failure to pay garbage bill

CODE ENFORCEMENT MONTHLY REPORT

AUGUST, 2009

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Paul Brown
1334 Hunters Ridge East
Failure to pay garbage bill

Tim Shekleton
725 Freeman
Failure to pay garbage bill

Charles W. Gerler
1065 Mayfield
Failure to pay garbage bill

Cecil Valentine
1866 Jamestown Cir.
Failure to pay garbage bill

Martin Lopez
820 Woodlawn
Failure to pay garbage bill

Robert Webb
1527 Cornell Ct.
Failure to pay garbage bill

Sheilah Clark
1786 Sessions Walk
Failure to pay garbage bill

Joel Berger
860 Woodlawn
Failure to pay garbage bill

Oliverio Flores
1940 Hancock
Failure to pay garbage bill

Scott Gherardini
1194 W. Sturbridge
Failure to pay garbage bill

CODE ENFORCEMENT MONTHLY REPORT

AUGUST, 2009

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Aaron Case
3789 N. Alder
Failure to pay garbage bill

Stephen Myers
1604 Manchester
Failure to pay garbage bill

Justin Menec
180 Knigman
Failure to pay garbage bill

Laura Wagner
1708 Queensbury Cir.
Failure to pay garbage bill

Jaime Cardenas
135 Kingman
Failure to pay garbage bill

Eva Doroszka
1829 Sessions Walk
Failure to pay garbage bill

Shantanu Pahi
1755 Bristol walk
Failure to pay garbage bill

Jonathan Sison
1726 C Fayette Walk
Failure to pay garbage bill

Eric Vethacke
231 Barcliffe Ln.
Failure to pay garbage bill

Brandan Foley
1808 G Fayette Walk
Failure to pay garbage bill

CODE ENFORCEMENT MONTHLY REPORT

AUGUST, 2009

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Amit Bavishi
1335 Darlington
Failure to pay garbage bill

Rayna Vargolomova
165 Westview
Tall grass/weeds

Victor Mattison
510 Arlington
Tall grass/weeds

Guadalupe Mencari
645 Washington
Accessory Structure

Dover Straits
1149 Golf Rd.
Handicap Parking

Kinjal Patel
65 Forest Park
Tall grass/weeds

Patricia Genster
395 Lafayette
Tall grass/weeds (2)

Nancy Stray
1165 Apple
Unapproved driveway surface (gravel)

Dartmoor Homes
Yorkshire Woods & Devonshire Woods Estates
Debris accumulation(3), Tall grass /weeds(2), vacant structure in disrepair and
driveway condition causing danger

RESIDENTIAL INSPECTION REPORT

The initial inspections have been completed for all single family residences north of Golf Rd. and south of I-90. Letters have gone out to the addresses that have violations and the re-inspections are ongoing.

MULTI-FAMILY LICENSING REPORT

The initial Multi- Family Inspections will be completed August 5, 2009 with re-inspections to start the week of August 17, 2009.

CLEAN SWEEP PROGRAM

The Clean Sweep Program was conducted on June 5, 2009. The "Clean Sweep" involves Village teams driving through single-family neighborhoods looking for the most common property maintenance issues. Owners were notified by mail if a violation was identified on their property and were given a time frame to comply.

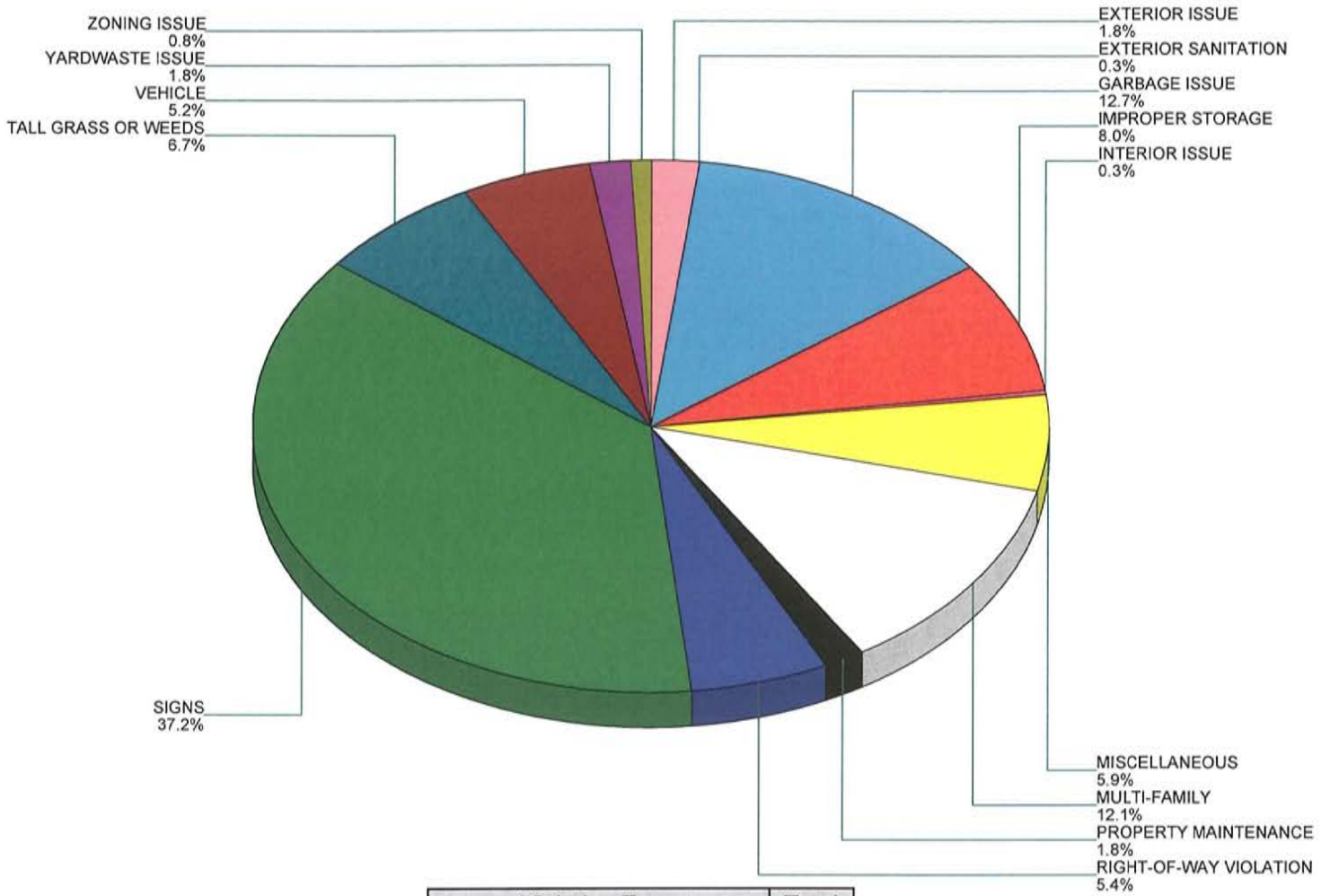
Total Violations	463
Complied	301
Open Violations	162

ENVIRONMENTAL HEALTH INSPECTION REPORT

The following table presents a breakdown of the different types of inspections the Health Officer performs. Inspections are performed mainly at food establishments; however the Health Officer also inspects day care centers, public pools, beauty salons etc. These inspections can be routine, license or complaint driven. Food establishments are divided into the risk categories of high, moderate or low/minimal risk. A high risk establishment presents a high relative risk of causing foodborne illness based on the large number of food handling operations typically implicated in foodborne outbreaks and/or the type of population served by the facility. Banquet facilities, nursing homes, and large operations such as Sears Holdings cafeteria are defined as high risk and are inspected more frequently than other risk categories. Fast food, grocery stores and day care facilities present a moderate risk to the public while the low risk category is reserved for convenience stores, coffee houses and similar facilities. There are over 250 establishments that require inspections each year.

ACTIVITY	THIS MONTH	YEAR TO DATE
High Risk	7	151
Moderate Risk	3	79
Low Risk	3	21
Swimming Pools	3	21
Other Inspections	23	81
Totals:	39	353

Monthly Code Violation Summary Report 7/1/2009 - 7/31/2009



Violation Type	Total
EXTERIOR ISSUE	7
EXTERIOR SANITATION	1
GARBAGE ISSUE	49
IMPROPER STORAGE	31
INTERIOR ISSUE	1
MISCELLANEOUS	23
MULTI-FAMILY	47
PROPERTY MAINTENANCE	7
RIGHT-OF-WAY VIOLATION	21
SIGNS	144
TALL GRASS OR WEEDS	26
VEHICLE	20
YARDWASTE ISSUE	7
ZONING ISSUE	3
TOTAL	387

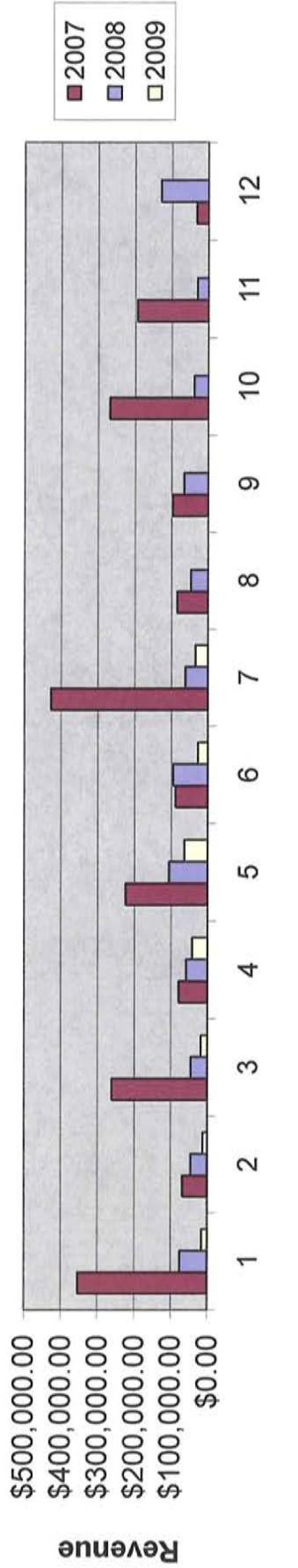
PERMIT REPORT

DESCRIPTION	2008 YEAR-TO-DATE # OF PERMITS (not including current month)	2008 JULY # OF PERMITS	2008 TOTAL YEAR-TO-DATE # OF PERMITS	2009 YEAR-TO-DATE # OF PERMITS (not including current month)	2009 JULY # OF PERMITS	2009 TOTAL YEAR-TO-DATE # OF PERMITS
Business Remodeling	37	10	47	31	9	40
Demolition	7	2	9	2	0	2
Driveways	100	49	149	95	34	129
Electrical	50	2	52	99	7	106
Fences	77	9	86	82	13	95
Mechanical	57	20	77	68	12	80
Miscellaneous Permits	87	8	95	57	12	69
Multi-Family Remodeling	1	23	24	1	0	1
New Business	1	1	2	3	0	3
Plumbing	136	0	136	111	15	126
Pools - Above Ground	9	24	33	8	3	11
Pools - In-Ground	1	5	6	0	0	0
Residential Decks	42	1	43	30	12	42
Residential Patios	70	14	84	60	20	80
Residential Garages	4	43	47	3	0	3
Residential Remodeling	48	14	62	48	14	62
Residential Sheds	22	4	26	18	5	23
Roofs/Siding	364	7	371	295	126	421
Signs	74	101	175	58	14	72
Single Family Residences	38	30	68	5	4	9
Town Homes/Duplexes	0	4	4	0	0	0
TOTALS	1225	371	1596	1074	300	1374

Permit Revenue Comparison

Year	2007	2008	2009	2009 Budget
Jan.	\$354,681.74	\$75,235.48	\$14,988.31	\$680,940.00
Feb	\$68,301.48	\$45,474.16	\$11,279.07	
Mar	\$261,861.42	\$44,994.58	\$17,251.32	
Apr	\$78,271.92	\$58,869.25	\$41,817.20	
May	\$223,896.39	\$105,165.22	\$64,316.18	
Jun	\$88,629.82	\$95,125.07	\$26,933.37	
Jul	\$427,576.72	\$62,087.77	\$34,829.98	
Aug	\$84,385.76	\$46,856.30		
Sep	\$97,806.54	\$66,306.76		
Oct	\$268,766.39	\$38,290.37		
Nov	\$193,315.04	\$29,903.48		
Dec	\$32,444.64	\$129,259.48		
Revenue	\$2,179,937.86	\$797,567.92	\$211,415.43	
Elevator Invoices	-\$26,290.00	-\$27,610.00		
Total Revenue	\$2,153,647.86	\$769,957.92	\$211,415.43	

Permit Revenue by Month



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