



AGENDA

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

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

Board Room

September 8, 2009

8:00 p.m.

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **RECOGNITION OF AUDIENCE**
4. **CONSENT AGENDA/OMNIBUS VOTE (Roll Call Vote)**
(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Trustee so requests. In that event, the discussion will be the first item of business after approval of the Consent Agenda).
 - A. Approval of Agenda
 - B. Approval of Minutes – July 27, 2009, August 3, 2009 & August 24, 2009
 - C. Approval of the schedule of bills for September 8, 2009: \$8,018,738.83.
 - D. Request Board approval of Resolution creating an Ad Hoc Complete Count Committee for the 2010 Census of the Village of Hoffman Estates.
 - E. Request Board approval to enter into an Intergovernmental Agreement with Community Unit School District 300 for sharing of Illinois State Toll Highway Authority fiber optic infrastructure.
 - F. Request Board approval of request by Church of the Cross for a site plan amendment for additional parking spaces at 475 W. Higgins Road.
 - G. Request Board 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.
 - H. Request Board authorization to award 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, subject to the approval of Corporation Counsel.
 - I. Request Board authorization for Change Order #1 for the 2009 Street Revitalization Project to Arrow Road Construction in the revised contract amount of \$2,448,880.30.
 - J. Request Board authorization for Change Order #1 for materials testing for the 2009 Street Revitalization Project to Applied GeoScience, Inc. in an amount not to exceed \$42,500.

- K. Request Board authorization to award the following contracts for the new Police building:
- 1) Landscaping to Western DuPage Landscaping, Inc. (lowest responsible bid) in an amount not to exceed \$316,306;
 - 2) Millwork to Carroll Seating Co., Inc., Elk Grove Village, IL, (lowest responsible bid) in an amount not to exceed \$268,500;
 - 3) Overhead doors/loading dock equipment to Meadows Door, Carpentersville, IL, (lowest responsible bid), in an amount not to exceed \$44,400;
 - 4) Terrazo flooring to Elite Concrete Finishes, Inc., Crestwood, IL, (lowest responsible bid), in an amount not to exceed \$59,997;
 - 5) Coating systems for concrete floors to Rullalo Painting Company, Inc., (lowest responsible bid), in an amount not to exceed \$86,993;
 - 6) Carpet/resilient/sports flooring to Yonan Floor Coverings, Downers Grove, IL, (lowest responsible bid) in an amount not to exceed \$199,990;
 - 7) Painting and wall coverings to Nikolas Painting Contracting, Inc., Bridgeview, IL, (lowest responsible bid) in an amount not to exceed \$136,700;
 - 8) Interior/exterior/electronic signage to ASI, Illinois, Chicago, IL (lowest responsible bid) in an amount not to exceed \$44,884;
 - 9) Horizontal aluminum blinds/roller shades to The CDC Group, Chicago, IL, (lowest responsible bid), in an amount not to exceed \$81,888.

5. **REPORTS**

A. **President's Report**

- 1) Proclamation(s)
 - Harry Moore Day (30 Years Service)
 - Paula Murphy Day (10 Years Service)
 - Domestic Violence Awareness Month
 - St. Alexius Medical Center Day

B. **Trustee Comments**

C. **Village Manager's Report**

D. **Village Clerk's Report**

E. **Committee Reports**

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

6. **PLAN COMMISSION/ZONING BOARD OF APPEALS REPORTS**

A. **ZONING BOARD OF APPEALS (Chairman Weaver)**

- 1) Request by GiGi's Playhouse, 1069-1071 W. Golf Road, for a special use amendment under Section 9-8-2-C-9 of the Zoning Code to permit an approximately 1,000 square foot expansion of a resource center (to approximately 3,000 square feet).

Voting: 5 Ayes, 2 Absent

Motion carried.

(Immediate authorization to apply for permits is requested)

7. **ADDITIONAL BUSINESS** *(All other new business; those items not recommended by a majority of the Committee)*
 - A. Request Board authorization to request Public Education and Governmental access funding from Comcast in the amount of \$.35 per month per subscriber.

8. **ADJOURNMENT– Executive Session – Litigation (5 ILCS 120/2-(c)-(11))**

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

MEETING: HOFFMAN ESTATES VILLAGE SPECIAL BOARD
DATE: JULY 27, 2009
PLACE: BOARD ROOM
MUNICIPAL BUILDING COMPLEX
1900 HASSELL ROAD
HOFFMAN ESTATES, ILLINOIS

1. CALL TO ORDER:

Village President William McLeod called the meeting to order at 9:04 p.m. The Village Clerk called the roll. Trustees present: Jackie Green, Anna Newell, Gary Pilafas, Karen Mills, Cary Collins, Ray Kincaid
A quorum was present.

ADMINISTRATIVE PERSONNEL PRESENT:

D. O' Malley, Deputy Village Manager
A. Janura, Corporation Counsel
M. DuCharme, Finance Director
M. Koplín, Asst. Village Manager-Development Services

Motion by Trustee Collins, seconded by Trustee Green, to adjourn into Executive Session to discuss Land Acquisition (5 ILCS 120/2-(c)-(5)), Personnel (5 ILCS 120/2-(c)-(1)) and Litigation (5 ILCS 120/2-(c)-(11)).

Roll Call:

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

Nay:

Mayor McLeod voted Aye.

Motion carried.

3. ADJOURNMENT:

Mayor McLeod called the meeting back to order from Executive Session. The clerk called the roll. Trustees present: Jackie Green, Anna Newell, Gary Pilafas, Karen Mills, Cary Collins, Ray Kincaid.

A quorum was present.

Motion by Trustee Mills, seconded by Trustee Newell, to adjourn the meeting. Time 11:10 p.m.

Roll Call:

Aye: Green, Newell, Pilafas, Mills

Nay: Pilafas, Collins

Mayor McLeod voted Aye.

Motion carried.

Bev Romanoff
Village Clerk

Date Approved

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

MEETING: **HOFFMAN ESTATES VILLAGE BOARD**
DATE: **AUGUST 3, 2009**
PLACE: **COUNCIL CHAMBERS**
 MUNICIPAL BUILDING COMPLEX
 1900 HASSELL ROAD
 HOFFMAN ESTATES, ILLINOIS

1. CALL TO ORDER:

Village President William McLeod called the meeting to order at 7:00 p.m. The Village Clerk called the roll. Trustees present: Jackie Green, Anna Newell, Gary Pilafas, Karen Mills, Cary Collins and Ray Kincaid

A quorum was present.

ADMINISTRATIVE PERSONNEL PRESENT:

- D. O'Malley, Deputy Village Manager
- A. Janura, Corporation Counsel
- D. Schultz, Community Relations Coordinator
- M. DuCharme, Finance Director
- D. Christensen, Emergency Management Coordinator
- B. Gorvett, Fire Chief
- C. Herdegen, Police Chief
- K. Hari, Director Public Works
- A. Garner, H&HS Director
- B. Suhajda, GG Intern
- G. Salavitch, Engineering Director
- G. Skoog, Economic Development Director
- P. Seger, HRM Director

2. PLEDGE OF ALLEGIANCE TO THE FLAG:

The Pledge was led by Trustee Green.

3. RECOGNITION OF AUDIENCE:

No one wished to be recognized.

4. CONSENT AGENDA/OMNIBUS VOTE:

Motion by Trustee Collins, seconded by Trustee Newell, to approve Item 4.A.

4.A. Approval of Agenda

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Newell, to approve Item 4.B.1 with the following corrections and additions.

Trustee Kincaid stated that there was an error on the first Roll Call vote for Item 6.B.1., the motion failed.

Trustee Kincaid also wanted included in the discussion for Item 6.B.2. his question on whether illuminating the sign had anything to do with the denial. Chairman Weaver replied no.

Trustee Kincaid's other request on Item 7.A. discussion could not be confirmed upon reviewing the tape from the July 6, 2009 meeting.

4.B. Approval of Minutes

- 1) Approval of Minutes of July 6, 2009.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Newell, to approve Item 4.C.

4.C. Approval of the schedule of bills for August 3, 2009: \$3,960,029.20.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Newell, to approve Item 4.D.

4.D. Request Board approval of Ordinance No. 4123-2009, granting a variation to premises at 391 Illinois Boulevard, Hoffman Estates.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins seconded by Trustee Newell, to approve Item 4.E.

4.E. Request Board approval of Ordinance No. 4124-2009, amending Section 6-2-1-HE-11-1303 and Section 8-5-7 and adding a new Section 8-5-11 of the Hoffman Estates Municipal Code (mobile food service).

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins seconded by Trustee Newell, to approve Item 4.F.

4.F. Request Board approval of Ordinance No. 4125-2009, amending Article 3, Cable Communications, of Chapter 14, Telecommunications, of the Hoffman Estates Municipal Code.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Newell, to approve Item 4.G.

4.G. Request Board approval of Ordinance No. 4126-2009, authorizing the sale of personal property (miscellaneous auction items).

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Newell, to approve Item 4.H.

4.H. Request Board approval of Ordinance No. 4127-2009, authorizing the sale of personal property (Public Works auction items).

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Newell, to approve Item 4.I.

4.I. Request Board approval of Ordinance No. 4128-209, adopting and approving the Annual Action Plan 2009 for the Community Development Block Grant Program.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Newell, to approve Item 4.J.

4.J. Request Board approval of Ordinance No. 4129-2009, restricting parking along Higgins Road within the Village of Hoffman Estates..

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Newell, to approve Item 4.K.

4.K. Request Board approval of Ordinance No. 4130-2009, prohibiting the discharge of sanitary and industrial waste into any storm sewer or drainage facility constructed as a part of the Higgins/Governors/Moon Lake Highway Safety Improvement Program project.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Newell, to approve Item 4.L.

4.L. Request Board approval of Ordinance No. 4131-2009, prohibiting encroachments within the State of Illinois right of way along Higgins Road.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Newell, to approve Item 4.M.

4.M. Request Board approval of Resolution No. 1421-2009, appropriating funds for the IDOT Higgins/Governors/Moon Lake Highway Safety Improvement Program project.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Newell, to approve Item 4.N.

4.N. Request Board approval of Resolution No. 1422-2009, regarding notarization and verification of documents.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Newell, to approve Item 4.O.

4.O. Request Board approval of Resolution No. 1423-2009, creating the Bicycle and Pedestrian Advisory Committee.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Newell, to approve Item 4.P.

4.P. Request Board approval to enter into a Franchise Agreement between the Village of Hoffman Estates and Comcast of Illinois VI, LLC.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Newell, to approve Item 4.Q.

4.Q. Request Board approval of request by Handelsen Productemaatschappij Deshuow B.V. for a plat of easement for a new watermain location at Barrington Square Mall locates at 2300-60 W. Higgins Road.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Newell, to approve Item 4.R.

4.R. Request Board approval of an interoperable radio communication system.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Newell, to approve Item 4.S.

4.S. Request Board authorization to extend 2008 contract for 2009 parkway tree planting program to Arthur Weiler Nursery, Inc., Zion, IL, in an amount not to exceed \$110,000.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Newell, to approve Item 4.T.

4.T. Request Board authorization to award contract for State of Illinois joint purchase of 2009-2010 winter road salt to North American Salt Company, Overland Park, KS, at a unit price of \$68.82 per ton, in an amount at 120% not to exceed \$9,619,380.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Newell, to approve Item 4.U.

4.U. Request Board approval to enter into a Joint Agreement between the Village of Hoffman Estates and the Illinois Department of Transportation for Higgins/Governors/Moon Lake Boulevard Highway Safety Improvement Program project.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

5. REPORTS:

5.A. President's Report

1) Proclamation(s)

Trustee Green read the following proclamation:

Motion by Trustee Collins, seconded by Trustee Mills, to concur with the proclamation proclaiming Thursday, August 6, 2009 as Steve Kulovsek Day in the Village of Hoffman Estates. Voice vote taken. All ayes. Motion carried.

Firefighter Kulovsek accepted his proclamation, introduced his family and was congratulated by the Board.

Trustee Collins read the following proclamation:

Motion by Trustee Collins, seconded by Trustee Mills, to concur with the proclamation proclaiming Saturday, August 15, 2009 Eileen Hellstrom Day in the Village of Hoffman Estates. Voice vote taken. All ayes. Motion carried.

Mr. DuCharme accepted the proclamation for Eileen Hellstrom.

Trustee Kincaid read the following proclamation:

Motion by Trustee Collins, seconded by Trustee Green, to concur with the proclamation proclaiming Monday, September 7, 2009 as Joseph Golbeck Day in the Village of Hoffman Estates. Voice vote taken. All ayes. Motion carried.

Officer Golbeck accepted his proclamation and was congratulated by the Board.

Trustee Mills read the following proclamation:

Motion by Trustee Collins, seconded by Trustee Kincaid, to concur with the proclamation proclaiming Monday, September 7, 2009 Joseph Kruschel Day in the Village of Hoffman Estates. Voice vote taken. All ayes. Motion carried.

Officer Kruschel accepted his proclamation and was congratulated by the Board.

Trustee Collins read the following proclamation:

Motion by Trustee Collins, seconded by Trustee Green, to concur with the proclamation proclaiming the week of September 7-13, 2009 as Payroll Week in the Village of Hoffman Estates. Voice vote taken. All ayes. Motion carried.

Lisa Moran, Chicago Chapter of the Illinois Payroll Chapter, accepted the proclamation and was congratulated by the Board.

Trustee Newell read the following proclamation:

Motion by Trustee Collins, seconded by Trustee Green, to concur with the proclamation proclaiming week of September 21-27, 2009 LIVE UNITED Week in the Village of Hoffman Estates. Voice vote taken. All ayes. Motion carried.

Dr. Garner accepted the proclamation.

Trustee Newell read the following proclamation:

Motion by Trustee Collins, seconded by Trustee Green, to concur with the proclamation proclaiming the month of September 2009 as National Alcohol and Drug Addiction Recovery Month in the Village of Hoffman Estates. Voice vote taken. All ayes. Motion carried.

Dr. Garner accepted the proclamation.

Mayor McLeod read a letter from the president of the Haverford Place Homeowners Association thanking Gary Salavitch for meeting with them and explaining about the stormwater drainage and runoff plan.

Mayor McLeod also acknowledged that St. Alexius Medical Center was named one of America's top medical institutions.

Motion by Trustee Mills, seconded by Trustee Kincaid, to accept the resignation of Vicki Graham, with regrets, from the Arts Commission. Voice vote taken. All ayes. Motion carried.

Motion by Trustee Mills, seconded by Trustee Collins, to accept the resignation of Bill Kratochvil, with regrets, from the 4th of July Commission. Voice vote taken. All ayes. Motion carried.

Mayor McLeod stated that he attended a ribbon cutting for Comfort Inn, the Metro Mayors Caucus, the Senior and Disabled picnic, the Public Works building dedication ceremony and the Community Pride Awards ceremony.

5.B. Trustee Comments

Trustee Kincaid stated that he attended the Public Works building dedication ceremony.

Trustee Mills stated that she attended the Public Works building dedication ceremony, she reminded and invited everyone to National Night Out, reminded all about the Relay for Life and thanked the Arts Commission for having the play Thoroughly Modern Millie out at the Virginia Mary Hayter Village Green.

Trustee Collins had no comments.

Trustee Pilafas stated that he attended a meeting at the Sears Centre with the NAHL to see if a team would be interested in playing there and that he attended the Public Works building dedication ceremony.

Trustee Newell stated that she attended the Public Works building dedication ceremony and that she is enjoying all of the sights and sounds happening around our Village.

Trustee Green stated that she attended the Public Works building dedication ceremony, a 60th birthday party for 4th of July commissioner Pete Olinger and she wished Trustee Kincaid good luck during his surgery.

5.C. Village Manager's Report

Mr. O'Malley had no report.

5.D. Village Clerk's Report

The Village Clerk stated that 32 passports were processed in the Clerk's office during the month of July.

5.E. Treasurer's Report

Motion by Trustee Collins, seconded by Trustee Mills, to approve the June Treasurer's Report.

Mr. DuCharme stated that for the month of June cash disbursements and transfers-out exceeded cash receipts and transfer-in for the operating funds by \$1,091,501 leaving a balance of cash and investments for the operating funds at \$22.9 million. For all of the Village funds, cash disbursements and transfers-out exceeded cash receipts and transfers-in by \$4,042,892. Overall, the total for cash and investments for all funds decreased to 193.4 million.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

5.F. Committee Reports

No Committee reports.

6. PLAN COMMISSION/ZONING BOARD OF APPEALS REPORTS:

A. Plan Commission (Gary Skoog)

Motion by Trustee Mills, seconded by Trustee Green, to concur with the Plan Commission and approve the petitioner's request.

6.A.1. Request by UG Hoffman, LP (owner) and Yavitski, LLC (contract purchaser) for final site plan review of a restaurant with off-track betting (Saddle Room), including off-site parking areas and access drives, located at 5295 Prairie Stone Parkway, subject to the following conditions:

1. The owner/operator of Lot 4A5D2B1 (the Saddle Room property) shall be responsible for the maintenance of all shared areas on Lot 4A5D2B, including, but not limited to, parking lot/drive aisle pavement, exterior lighting, landscaping, sidewalks, etc. The final site plan approval for Lot 4A5D2B1 shall only be in compliance if Lot 4A5D2B is in compliance with Village Code. The Village shall have the right to require the correction of property maintenance violations on Lot 4A5D2B upon the owner/operator of Lot 4A5D2B1 in order to keep their site plan approval valid.
2. The parking areas not located on Lot 4A5D2B1 shall be removed or reconfigured as deemed necessary by the future development of Lot 4A5D2B2.
3. The following conditions pertain to landscaping on the property and in the Village right of way:

- a. For every deciduous tree removed for this development, replacement trees shall be provided equaling the same caliper inches as those removed. For every evergreen tree removed, one deciduous shade tree shall be planted as a replacement tree, regardless of the size of the evergreen tree.
 - b. Trees removed from the Village right of way shall be replaced with trees also planted in the Village right of way. Trees removed from the special yard setbacks shall be replaced with trees also planted in the special yard setback.
 - c. Replacement trees that are to be planted in the Village right of way shall be located in the field with Village Staff and the petitioner's landscape contractor. The petitioner shall set up this meeting with the Village.
 - d. Existing native grass in the Prairie Stone Parkway median will need to be replaced with fescue seed to provide better visibility to vehicles. The extent of native grass that will have to be replaced with fescue will be determined by the line of sight overlay in the median break engineering plans and by a field meeting with Village staff and the petitioner's landscape contractor. The petitioner shall set up this meeting with the Village.
 - e. If after construction is complete on the restaurant and median break the Village determines that landscaping or the grading is still causing a visibility problem, the petitioner shall correct the problem at the direction of the Village and at the petitioner's expense.
 - f. All utility structures shall be screened with landscaping.
4. Based on this restaurant development being different from a normal office development, the following exceptions pertaining to landscaping are granted for Lot 4A5D2B1 only:
- a. An exception is granted to the Sears Annexation and Development Agreement pertaining to the area of landscaping within the parking lot. A total of 3,683 square feet is proposed (5,895 square feet is required).
 - b. An exception is granted to the Sears Annexation and Development Agreement pertaining to the percentage of open space. A total of 3.8% of the site will be reserved for open space (10% open space is required on the site).
5. The following exceptions are granted for Lot 4A5D2B1 only. No exceptions to the special yard area setbacks are granted for Lot 4A5D2B2 with this approval.
- a. An exception is granted to the Sears Annexation and Development Agreement pertaining to special yard area setback requirement along Prairie Stone Parkway. A 30 foot special yard area setback is permitted instead of the required 88 feet. With this approval, the petitioner shall install streetscape improvements to ensure proper integration of the site with the streetscape.
 - b. An exception is granted to the Sears Annexation and Development Agreement pertaining to the special yard area setback requirement along Pratum Avenue. A 38 foot special yard area setback is permitted instead of the required 60 feet. With this approval, the petitioner shall install streetscape improvements between the street and property line to ensure proper integration of the site with the streetscape. With this approval, the petitioner shall install streetscape improvements to ensure proper integration of the site with the streetscape.
6. The following exceptions pertaining to exterior lighting are granted with this approval. These exceptions apply to Lots 4A5D2B1 and 4A5D2B2.
- a. An exception is granted to the Sears Annexation and Development Agreement pertaining to exterior lighting to permit a 16 foot tall light poles in the parking lot instead of the required minimum 25 foot poles.
 - b. An exception is granted to the Sears Annexation and Development Agreement permitting the color of light for each light to be greater than 3,500°K instead of the permitted color of light range between 2,500°K and 3,500°K.
7. The parking lot lighting for the remaining portion of the property (Lot 4A5D2B2) shall be designed using the same poles, pole height, and lighting fixtures as the restaurant property to provide for consistent exterior lighting design throughout the site.

8. To compensate for encroachments into the setback and to integrate with the Entertainment District plans, the petitioner shall construct two streetscape patio areas in locations as shown on the engineering plans and landscape plans. The specific design of the patio surface and bench design shall be reviewed and approved by Village staff prior to installation.
9. If parking on the restaurant site is deemed by the Village to be insufficient for typical demand in the future, the petitioner shall work with the Village to find a solution that will be beneficial to all parties.
10. The fence/wall around the service area shall be constructed to a height sufficient enough to completely screen the walk-in cooler located in the service area.
11. Any other disturbed portion of Lot 4A5D2B2 shall be graded and seeded to provide a finished look to the site after completion of the development of Lot 4A5D2B1. All excess soils shall be removed from the entire property prior to final certificate of occupancy for the restaurant.
12. A southbound left turn lane (from Pratum Avenue) and a westbound left turn lane (from Prairie Stone Parkway) shall not be required with this approval. The need for these turn lanes shall be evaluated with the future development of the remainder of the site.
13. A plat of easement for the public utilities on the property shall be submitted to the Village for review and approval prior to occupancy of the building.
14. The petitioner acknowledges that an impact fee will be due in accordance with the Village's Road Improvement Impact Fee Program. Based on a building of 11,670 square feet, the estimated fee is \$19,839. The exact amount will be determined and the fee will be due prior to any certificate of occupancy being issued for the building.
15. No signs are approved through the site plan review process. Lot 4A5D2B1 is subject to the requirements of the master sign plan for the property that was coordinated with Cabela's.

Discussion

Mayor McLeod asked Parker Grabowski, Saddle Room, when the project would be completed. Mr. Grabowski said the restaurant would be finished the end of February and the OTB at the end of March.

Roll Call:

Aye: Green, Newell, Mills, Collins, Kincaid

Nay: Pilafas

Mayor McLeod voted aye.

Motion carried.

7. ADDITIONAL BUSINESS:

Motion by Trustee Collins, seconded by Trustee Mills, to approve Item 7.A.

7.A. Request Board approval of Ordinance No. 4132-2009 granting a variation to I Z Hotel Management LLC (Comfort Inn) and Heidner Holdings, LLC (owner), 2075 N. Barrington Road, Hoffman Estates.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Green, to approve Items 7.B. through 7.G. by omnibus vote. Voice vote taken. Motion carried.

Motion by Trustee Collins, seconded by Trustee Green to approve Item 7.B.

7.B. Request Board approval of Ordinance No. 4133-2009 amending Section 9-7-5-1 of the Hoffman Estates Municipal Code (signs in the EDA District).

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Green, to approve Item 7.C.

7.C. Request Board approval of Ordinance No. 4134-2009 amending Section 8-3-22, Number of Licenses, of Article 3, Alcoholic Liquors, of the Hoffman Estates Municipal Code (Lily's Mexican Restaurant).

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Green, to approve Item 7.D.

7.D. Request Board approval of Resolution 1424-2009 creating an ad-hoc Sears Centre Advisory Committee.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Green, to approve Item 7.E.

7.E. Request Board approval of 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 W. Higgins Road.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Green, to approve Item 7.F.

7.F. Request Board approval of the naming of the Entertainment District as Poplar Creek at 59/90.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Collins, seconded by Trustee Green, to approve Item 7.G.

7.G. Request Board approval of waiver of fees for the Chamber's Business Under the Big Top event.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

8. ADJOURNMENT

Motion by Trustee Collins, seconded by Trustee Green, to adjourn the meeting. Time 7:35 p.m.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Bev Romanoff
Village Clerk

Date Approved

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

1) Change Order #1 for the 2009 Street Revitalization Project to Arrow Road Construction in the revised contract amount of \$2,449,880.30;

2) Change Order #1 for materials testing for the 2009 Street Revitalization Project to Applied GeoScience, Inc. in an amount not to exceed \$42,500.

Roll Call:

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

Nay:

Mayor McLeod voted Aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Collins, to approve Item 3.C.

3.C. Request Board approval of the naming of the Children's Memorial for Edwin L. Frank.

Roll Call:

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

Nay:

Mayor McLeod voted Aye.

Motion carried.

Motion by Trustee Green, seconded by Trustee Mills, to approve Item 3.D.

3.D. Request Board approval of Engagement Letter with Arnstein & Lehr.

Roll Call:

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

Nay:

Mayor McLeod voted Aye.

Motion carried.

4. ADJOURNMENT;

Motion by Trustee Collins, seconded by Trustee Mills, to adjourn into Executive Session to discuss Land Acquisition (5 ILCS 120/2-(c)-(5)) and Litigation (5 ILCS 120/2-(c)-(11)). Time 8:56 p.m.

Roll Call:

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

Nay:

Mayor McLeod voted Aye.

Motion carried.

Mayor McLeod called the meeting back to order from Executive Session. The clerk called the roll. Trustees present: Anna Newell, Gary Pilafas, Karen Mills, Ray Kincaid, Jackie Green. Cary Collins left the meeting early.

A quorum was present.

Motion by Trustee Mills, seconded by Trustee Newell, to adjourn the meeting. Time 10:51 p.m.

Roll Call:

Aye: Newell, Pilafas, Mills, Kincaid, Green

Nay:

Mayor McLeod voted Aye.

Motion carried.

Bev Romanoff
Village Clerk

Date Approved

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

VILLAGE OF HOFFMAN ESTATES

Memo

TO: President & Board of Trustees
FROM: Arthur L. Janura, Jr., Corporation Counsel
RE: **CONSULTING SERVICES AGREEMENT - IFG**
DATE: September 2, 2009

Per the direction of the Planning, Building & Zoning Committee on August 24, 2009, I have reviewed the Consulting Agreement between the Village of Hoffman Estates and the International Facilities Group (IFG).

I have made changes to the following sections of the attached Agreement:

Page 1 – Witnesseth Section

Page 3 – Article 1.7

Page 4 – Article 3.1 and 4.1

Pages 11 and 12 – Exhibit A

If you have any questions, please contact me.



Arthur L. Janura, Jr., Corporation Counsel

ALJ/ds

Attachment

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 60603 - 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 as reflected in a report issued on~~ 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, the legal acquisition of title to the property and existing agreements, 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, assistance to Village Corporation Counsel 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, will be invoiced in addition to our professional fees an amount not exceeding 20% of the 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. Reimbursable expenses will not exceed 20% of the contracted amount.
- 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., Suite 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 and its attorneys 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 and other legal obligations 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 and other legal obligations.

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 and advise Corporation Counsel in developing 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.



AGENDA
PLANNING, BUILDING AND ZONING COMMITTEE
Village of Hoffman Estates
September 14, 2009

7:30 P.M. - Board Room

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

I. Roll Call

II. Approval of Minutes - August 24, 2009

NEW BUSINESS

1. Request approval of North West Housing Partnership as subrecipient to administer the Community Development Block Grant (CDBG) Single-Family Rehabilitation Project and to approve execution of the proposed Subrecipient Agreement.
2. Request approval to submit revised Department of Energy application for multiple projects funded by the Energy Efficiency and Conservation Block Grant (EECBG) Program.
3. Request authorization to award a contract for geotechnical soil services at the former Shell gas station site in the Roselle Road TIF District to Applied GeoScience, Inc., Schaumburg, IL, in an amount not to exceed \$29,950.
4. Request acceptance of Department of Development Services monthly report for Planning Division.
5. Request acceptance of Department of Development Services monthly report for Code Enforcement Division.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment



AGENDA

GENERAL ADMINISTRATION & PERSONNEL COMMITTEE VILLAGE OF HOFFMAN ESTATES

September 14, 2009

Immediately following Planning, Building & Zoning

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

- I. Roll Call**
- II. Approval of Minutes – August 24, 2009**

NEW BUSINESS

- 1. Request acceptance of Cable TV Monthly Report.
- 2. Request acceptance of Human Resources Management Monthly Report.

- III. President's Report**
- IV. Other**
- V. Adjournment**

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



AGENDA
TRANSPORTATION AND ROAD IMPROVEMENT COMMITTEE
Village of Hoffman Estates
September 14, 2009

Immediately Following General Administration & Personnel Committee

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

I. Roll Call

II. Approval of Minutes – August 24, 2009

NEW BUSINESS

1. Request IDOT approval for a joint agreement for emergency repair program funds on Glen Lane.
2. Request acceptance of Transportation Division Monthly Report.

III. President's Report

IV. Other

V. Items in Review

1. Discussion regarding lead agency for Barrington Road Interchange.
(October 2009)

VI. Adjournment

VILLAGE OF HOFFMAN ESTATES
ZONING BOARD OF APPEALS

FINDING OF FACT

DATE OF PUBLIC HEARINGS: August 18, 2009

DATE OF PRESENTATION TO VILLAGE BOARD: September 8, 2009

PETITION: Hearing held at the request of GiGi's Playhouse to consider a special use amendment under the Zoning Code to permit the expansion of a resource center on the property located at 1069-1071 W. Golf Road (Hoffman Center).

DISTRICT IN WHICH PROPERTY IS LOCATED: B-2, Community Business District

ZONING CODE SECTION(S) FOR SPECIAL USE: 9-8-2-C-9

FINDING-OF-FACT: The Zoning Board of Appeals (ZBA) found that the Standards for a Special Use (9-1-18-I) were met.

MOTION: Request to grant GiGi's Playhouse at 1069-1071 W. Golf Road, *a special use amendment under Section 9-8-2-C-9 of the Zoning Code to permit an approximately 1,000 square foot expansion of a resource center (to approximately 3,000 sq. ft.).*

RECOMMENDATION: The Zoning Board of Appeals (ZBA) recommends approval of this request.

Sara Van Dahm was present on behalf of GiGi's Playhouse. The petitioner currently occupies approximately 2,000 square feet in the Hoffman Center Shopping Center at 1069-1071 W Golf Road where they operate a center for children and teens with Down Syndrome. The staff all currently share one office, while the center provides space for tutoring, literacy programs, and activities for both the children and their families. The petitioner is seeking a special use amendment to expand their facility into a vacant storefront next door.

The petitioner's facility accommodates 150-200 children and families per month, and they are not interested in changing their monthly capacity. The expansion is more, however, to provide office space and other areas for the staff. The petitioner stated that currently the entire staff is sharing one office, and is forced to take computers and laptops out into the areas where the children are learning in order to complete their work. The expansion would eliminate that. The expansion would also allow the petitioner to create two distinct rooms for learning rather than the one they currently have.

The ZBA recommends approval of the petitioner's request for the special use amendment to permit the expansion of their facility.

VOTE:

5 Ayes

0 Nays

2 Absent (Ali, Wilson)

ZONING BOARD OF APPEALS

Chairman William Weaver

Vice-Chairman Ronald Jehlik

Denise Wilson

Michael Ciffone

Masoom Ali

Donna Boomgarden

Michael Gaeta

*** IMMEDIATE AUTHORIZATION TO APPLY FOR PERMITS IS REQUESTED ***

**THIS SPECIAL USE WILL EXPIRE UNLESS ACTED UPON WITHIN
ONE (1) YEAR OF VILLAGE BOARD APPROVAL**

FINDING OF FACT WRITTEN BY DONNA BOOMGARDEN

VILLAGE OF HOFFMAN ESTATES

Memo

TO: William Weaver, Zoning Board of Appeals Chairman
FROM: Josh Edwards, Assistant Planner *JAE*
RE: 1069-1071 W. GOLF ROAD – GIGI'S PLAYHOUSE – SPECIAL USE
AMENDMENT FOR EXPANSION
DATE: August 13, 2009
HEARING DATE: August 18, 2009

1. REQUEST SUMMARY

Butera Property Management (owner) and GiGi's Playhouse (tenant) request approval of a special use amendment to permit expansion of a resource center in the Hoffman Center Shopping Center at 1069-1071 W. Golf Road.

2. PETITIONER PROPOSAL

The petitioner currently operates an approximately 2,000 square foot resource center for children and teens with Down Syndrome. The center has been open since 2003. The petitioner is proposing to expand into the adjacent tenant space (1071 West Golf Road; formerly After Hours Formalwear) adding approximately 1,000 square feet to the center. The expansion space would include two literacy rooms, a staff workroom, a lounge, a bathroom, and a mechanical room. The number of staff and children using the center would not change with this expansion, but instead the expansion would provide more one-on-one literacy rooms and separate office spaces for staff who currently share space. The expansion will bring the total square footage to approximately 3,000 square feet.

The general operation of the resource center is proposed to remain consistent with the original approval. A copy of the Finding of Fact is attached from the original special use hearing in 2003.

3. SITE CONDITIONS

- a) The Hoffman Center Shopping Center is zoned B-2, Community Business District.

- b) The commercial properties across Golf Road to the north and the Infiniti dealership to the west are zoned B-2. The shopping center to the east is located in Schaumburg. The park located south of Hoffman Center is zoned R-6, One Family Residential.

4. APPLICABLE REQUIREMENTS

Section 9-8-2-C-9 (page CD9:126) states that all other uses not heretofore cited in the B-1 and B-2 permitted and special uses may be allowed as a special use.

5. RELEVANT SPECIAL USE HISTORY

Subject Property

Ordinance No. 3559-2003 granted a special use approval to GiGi's Playhouse to operate a resource center at 1069 West Golf Road.

Similar Property

In 1998, Advance Preschool, Inc. was granted a special use approval to operate a daycare center at 2320 West Higgins Road and was granted amendments to expand in 2004, 2006, and 2009.

6. ADJACENT OWNER COMMENTS

Standard notification letters have been mailed. As of this writing, no comments have been received.

7. IMMEDIATE AUTHORIZATION TO APPLY FOR PERMIT(S)

The petitioner has requested an Immediate Authorization to Apply for Permits.

8. DEVELOPMENT SERVICES COMMENTS

No parking-related problems have been identified with the operation of the existing facility since it opened in 2003. At the time of the original special use approval, the petitioner's parking demand was estimated at approximately 10 cars during normal business hours and approximately 25 cars during monthly evening meetings. The parking demand is not anticipated to change with this expansion since the expansion area would be used primarily by existing staff to provide existing services.

The parking lot includes 144 spaces, of which generally half to two-thirds are available. A business with a relatively higher parking demand in this shopping center, Ti Amo Restaurant (formerly Baba Luci), is located on the opposite side of the shopping center. The parking lot would support additional parking demand from GiGi's Playhouse as well as from the filling of the few vacant tenant spaces in the shopping center.

9. MOTION

Should the Zoning Board find that the Standards for a Special Use are met, the following motion is provided:

A special use amendment under Section 9-8-2-C-9 of the Zoning Code to permit an approximately 1,000 square foot expansion of a resource center (to approximately 3,000 sq. ft.) at 1069-1071 W. Golf Road in the Hoffman Center Shopping Center.

cc: Corporation Counsel, D. O'Malley, D. Plass, R. Norton, Petitioner

VILLAGE OF HOFFMAN ESTATES
ZONING BOARD OF APPEALS

REQUEST FOR SPECIAL USE HEARING

FOR VILLAGE USE ONLY

Hearing Fee \$ 400.00 Date Paid 7/29/09 Received By J. EDWARDS
Hearing Date: 8/18/09 Time: 7:40pm Legal Published 8/3/09
Receipt Number 293622 Check No. 3186 Zoning District B-2

PLEASE PRINT OR TYPE

1. Name of Property Owner(s)* Butera Property Management

E-Mail Address _____ Fax _____

Owner's Address 1033 W Golf Rd Phone 847-310-4700

City Hoffman Estates State IL Zip 60193

Subject Property's Address (if different than #1): 1071 W Golf Road

2. Person applying if other than owner:*

Name Sara Van Dahm Company Gigi's Playhouse

E-Mail Address sara@gigisplayhouse.org Fax 847-885-4903

Address 1069 W Golf Road Phone _____

City Hoffman Estates State IL Zip 60193

3. Property Index Number (PIN) 07-16-100-014-0000

5. Please describe the proposed use, or attach a letter

(attached)

* If "owner" is an entity other than an individual(s), then an Economic Disclosure Statement must also be filed.

3b. If the Applicant is a corporation listed on a national securities exchange, indicate or attach hereto a list of names and addresses of all shareholders owning shares equal to or in excess of 10% of the proportionate ownership interest and the percentage of interest of each therein; identify the officers and directors of such corporation.

N/A

3c. The Applicant is incorporated under the laws of the State of IL, and authorized to do business in the State of IL. Its principal office is located at 1069 W GOLF ROAD, HOFFMAN ESTATES

4. If the Applicant is a partnership, association or joint, or common venture, indicate below the name and address of each such partner, associate, or person and the percentage of interest of each therein.

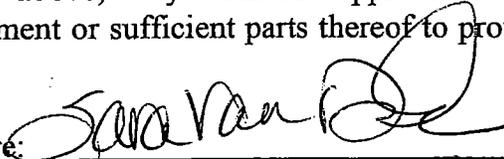
N/A

5. If the Applicant is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

N/A

Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required below for corporations or other legal entities. Attach any additional information required to this statement. With respect to Paragraphs 4 and 5 above, any legal entity required by law to file a statement providing substantially the information required above, may with the approval of the Corporation Counsel, file a duplicate of such statement or sufficient parts thereof to provide the information required.

Date: 7/29/09

Signature: 

Printed Name: Sara Van Dahm

Title: Site Coordinator

6. **An Immediate Authorization to Apply for Permits** allows the Code Enforcement Division to begin the building permit review process prior to the adoption of the Ordinance by the Village Board. The Immediate Authorization makes it possible for you to expedite the plan review process by approximately two weeks. Contact the Code Enforcement Division at 847/781-2631 to discuss the building permit application and review process.

Please check one of the following



Yes, I request Immediate Authorization to Apply for Permits upon approval of my application by the Village Board, allowing me to begin the building permit review process prior to adoption of the Ordinance approving my special use.

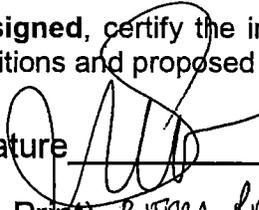
Or



No, I do not request Immediate Authorization to Apply for Permits.

7. I, the undersigned, certify the information and submissions provided accurately represent the current conditions and proposed improvement(s) requiring a special use.

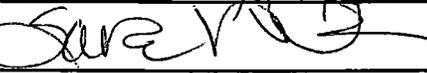
Owner's Signature



Name (Please Print)

BUTERA PROPERTY LLC BY JOHN BUTERA

Applicant's Signature



Name (Please Print)

Sara Van Dahm

All requests for a hearing must be accompanied by the items required according to the nature of the request. All fees must be paid before Zoning Board can hear any case. Any additional fees must be paid before any findings or reports are given to the Village Board.



GiGi's Playhouse is a not for profit center for children with Down syndrome and their families, and was established in Hoffman Estates in 2003. GiGi's offers activities, resources, educational programs and support for individuals with Down syndrome and their families. Most programs meet one time each month. Others, such as our Literacy program, meet weekly.

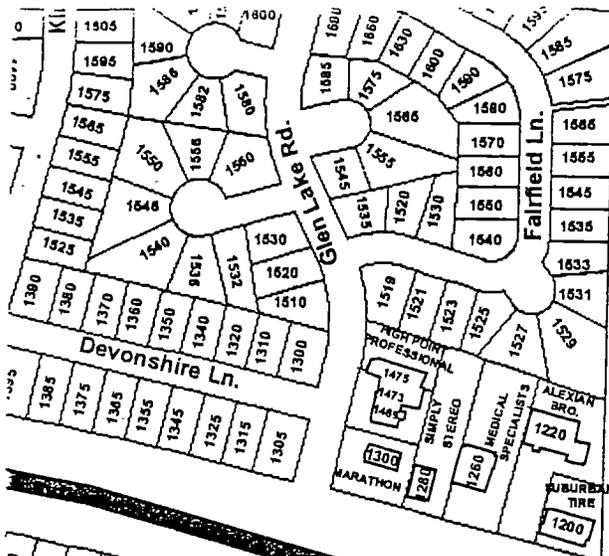
GiGi's is currently located at 1069 W Golf Road. The proposed expansion (permit is submitted) would occur at 1071 W Golf Road.

The back of the 1071 W Golf Road space would be office space for staff and key volunteers. The Executive Director and Accountant's offices would be located in this space, and there would be office space for two volunteers. Currently, the Executive Director, Accountant and Site Coordinator and key volunteers all share one office, or work on computers and laptops in the same area where the children meet for programs.

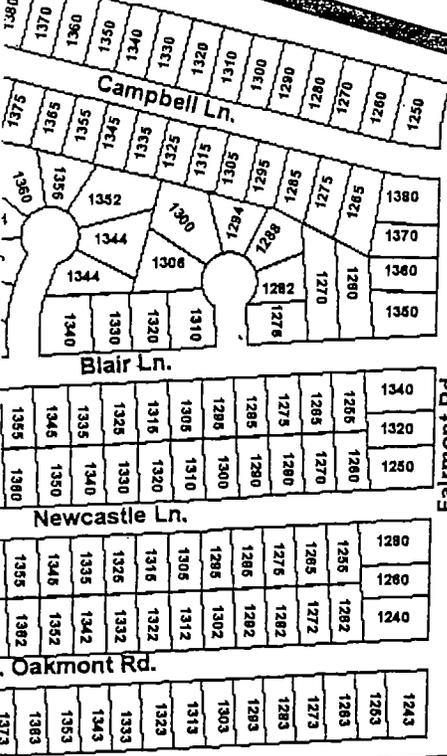
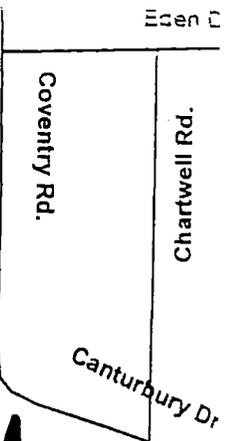
Two literacy rooms (seating for three people in each room) would be in the center of the 1071 W Golf Road space. We currently have one literacy room.

The front of 1071 W Golf Road would be used for programs for our adult and teen groups, who meet once a month. These groups currently meet in the space at 1069 W Golf.

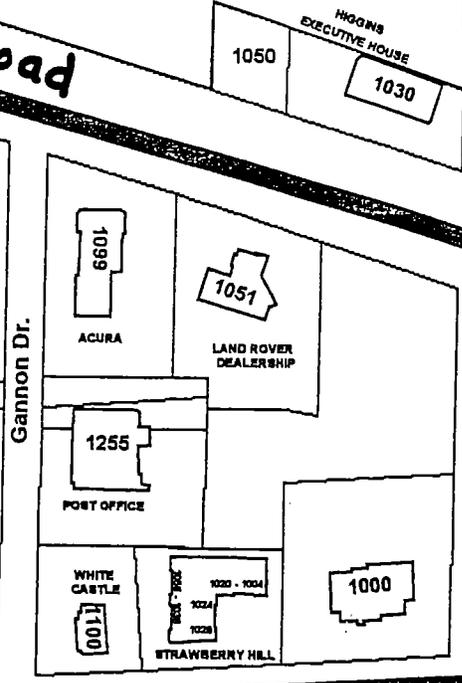
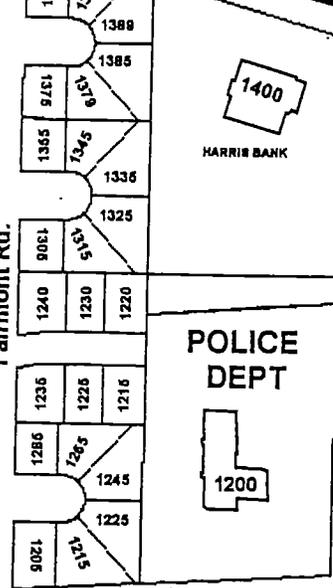
We are not adding programs or staff, or changing hours of operation and do not anticipate these changes impacting parking.



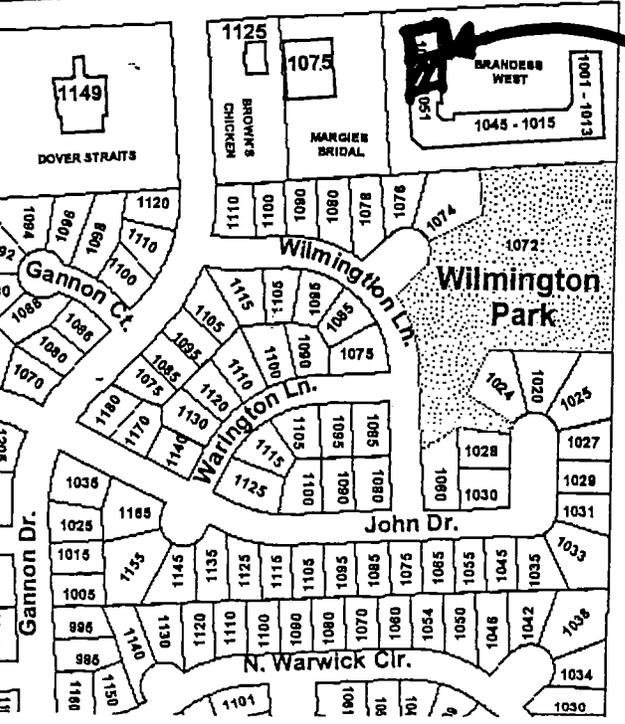
Hoffman Estates High School



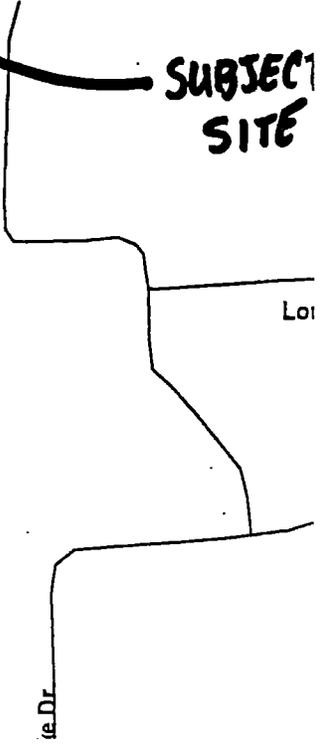
Higgins Road

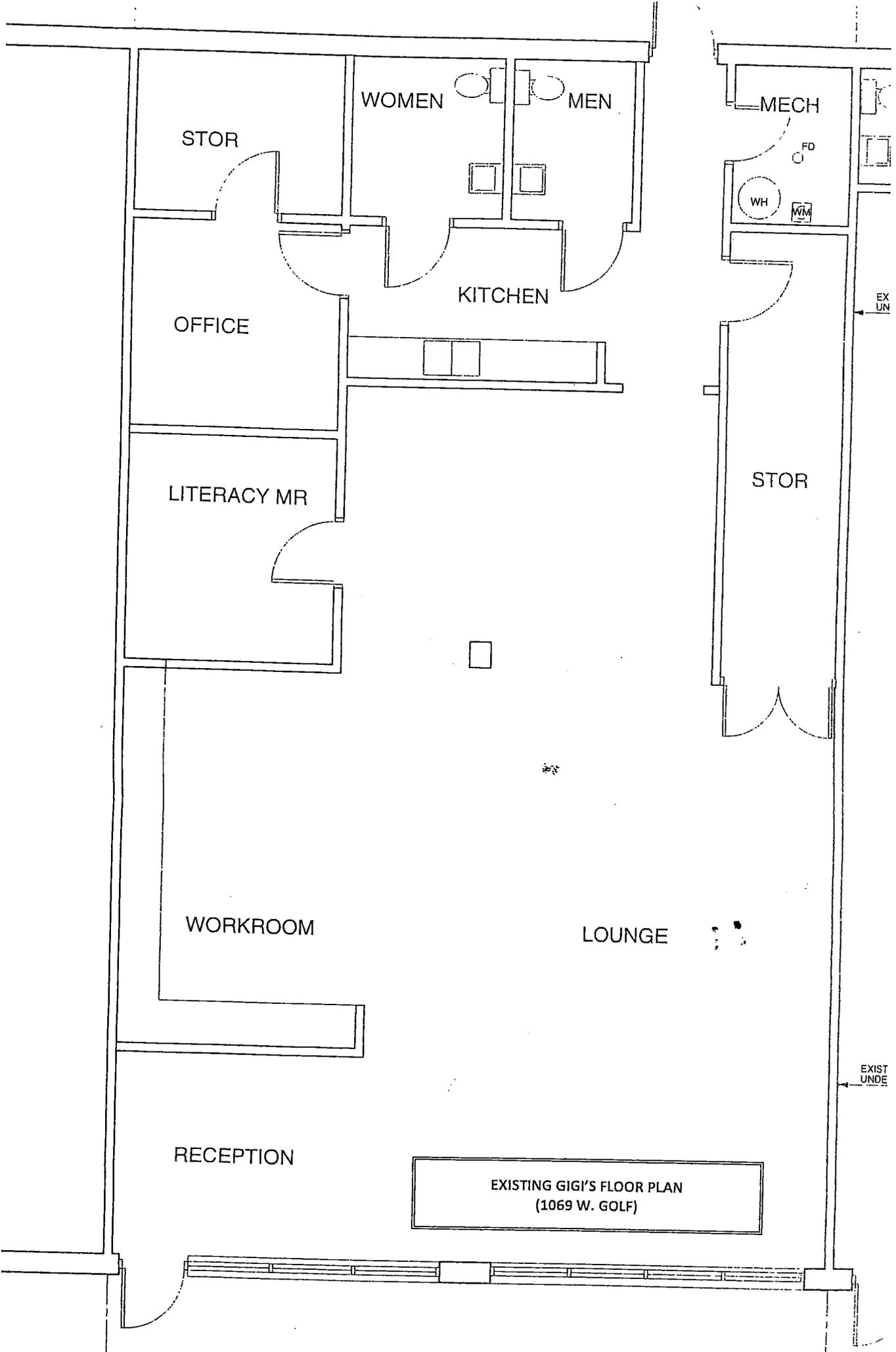


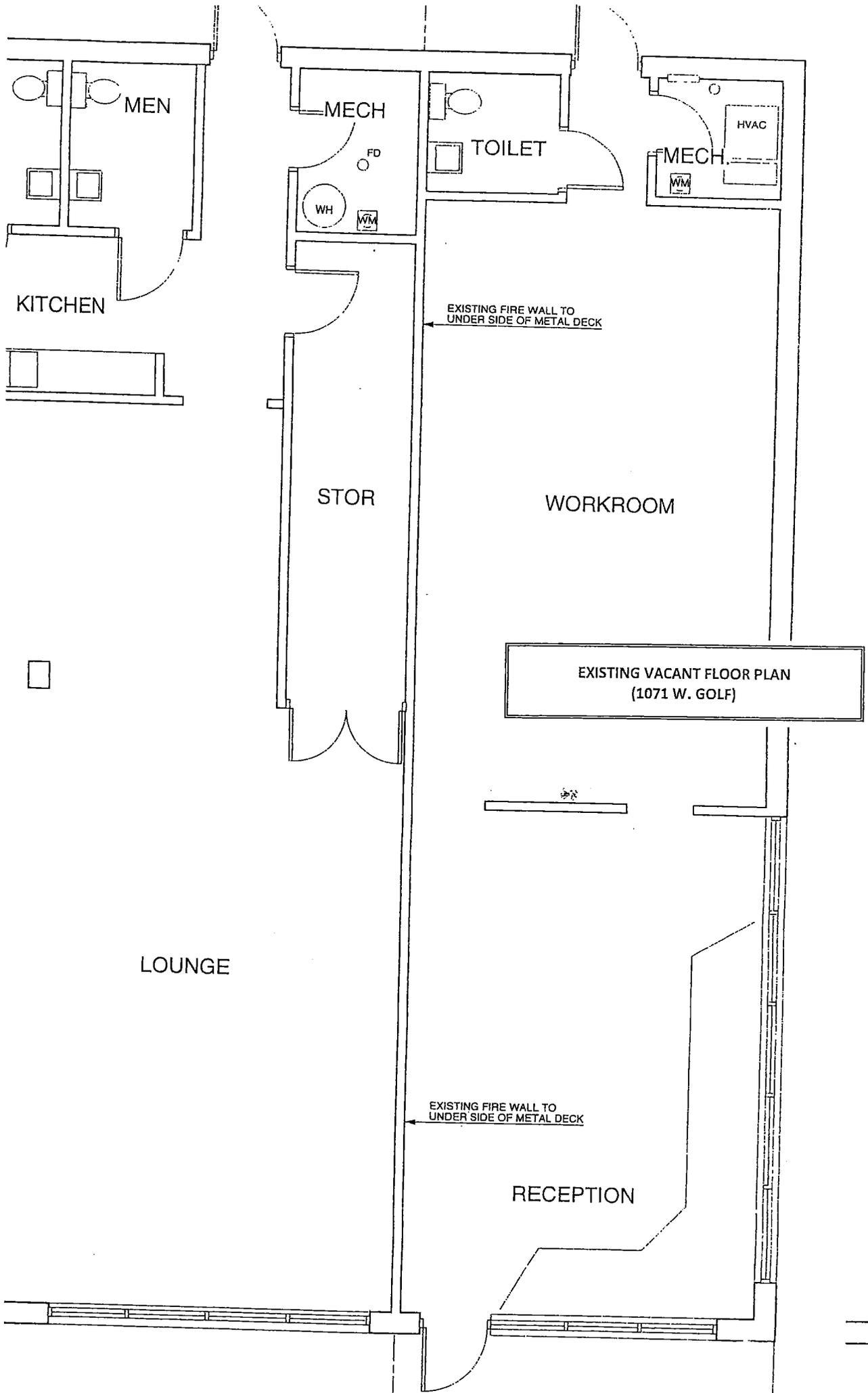
Golf Rd.



SUBJECT SITE







MEN

MECH

TOILET

HVAC

MECH

FD

WH

WM

WM

KITCHEN

EXISTING FIRE WALL TO UNDER SIDE OF METAL DECK

STOR

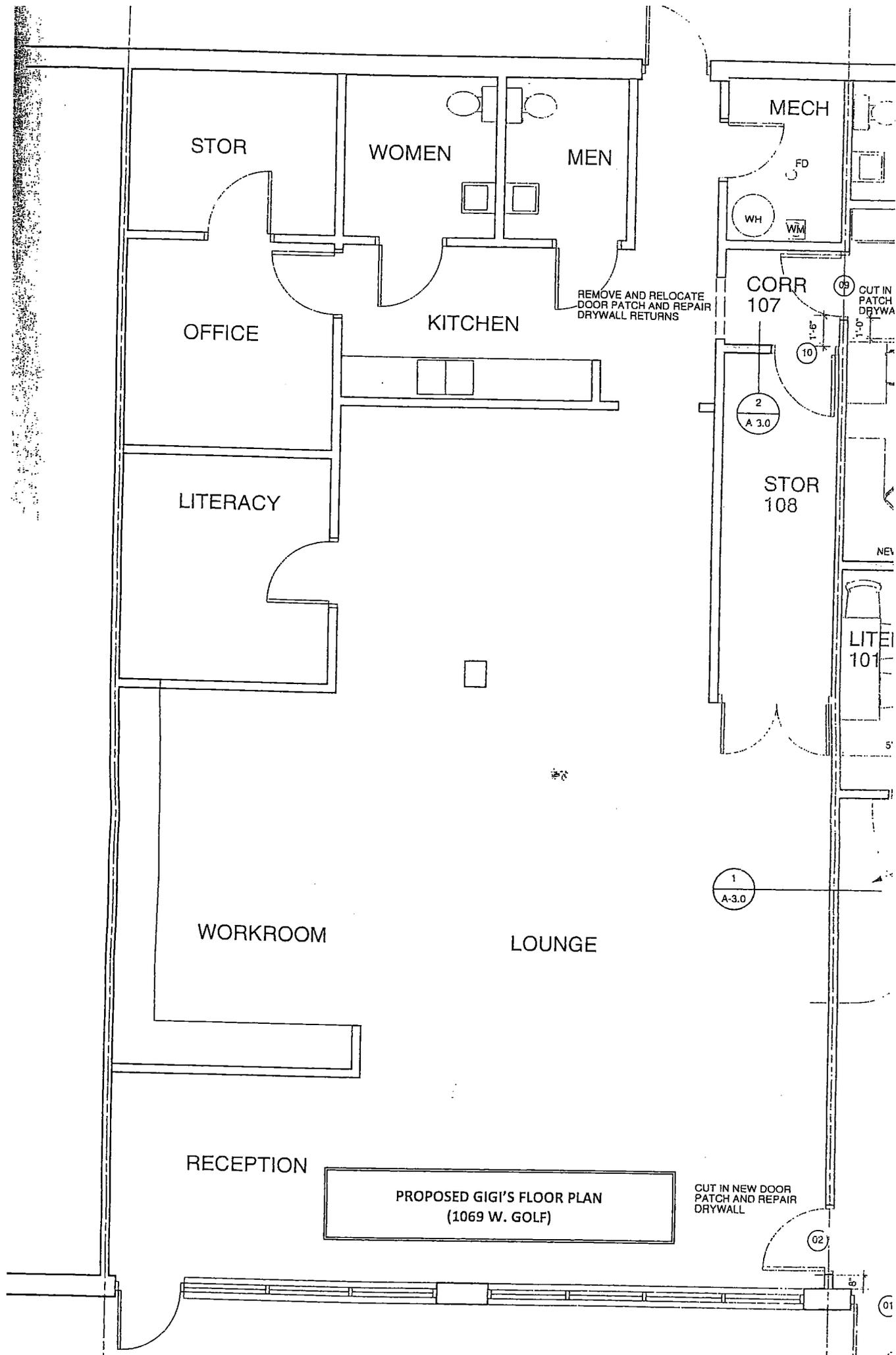
WORKROOM

EXISTING VACANT FLOOR PLAN
(1071 W. GOLF)

LOUNGE

EXISTING FIRE WALL TO UNDER SIDE OF METAL DECK

RECEPTION



STOR

WOMEN

MEN

MECH

FD

WH

WM

REMOVE AND RELOCATE
DOOR PATCH AND REPAIR
DRYWALL RETURNS

CORR
107

CUT IN
PATCH
DRYWA

OFFICE

KITCHEN

10

2
A 3.0

STOR
108

LITERACY

NEV

LITE
101

5'

1
A-3.0

WORKROOM

LOUNGE

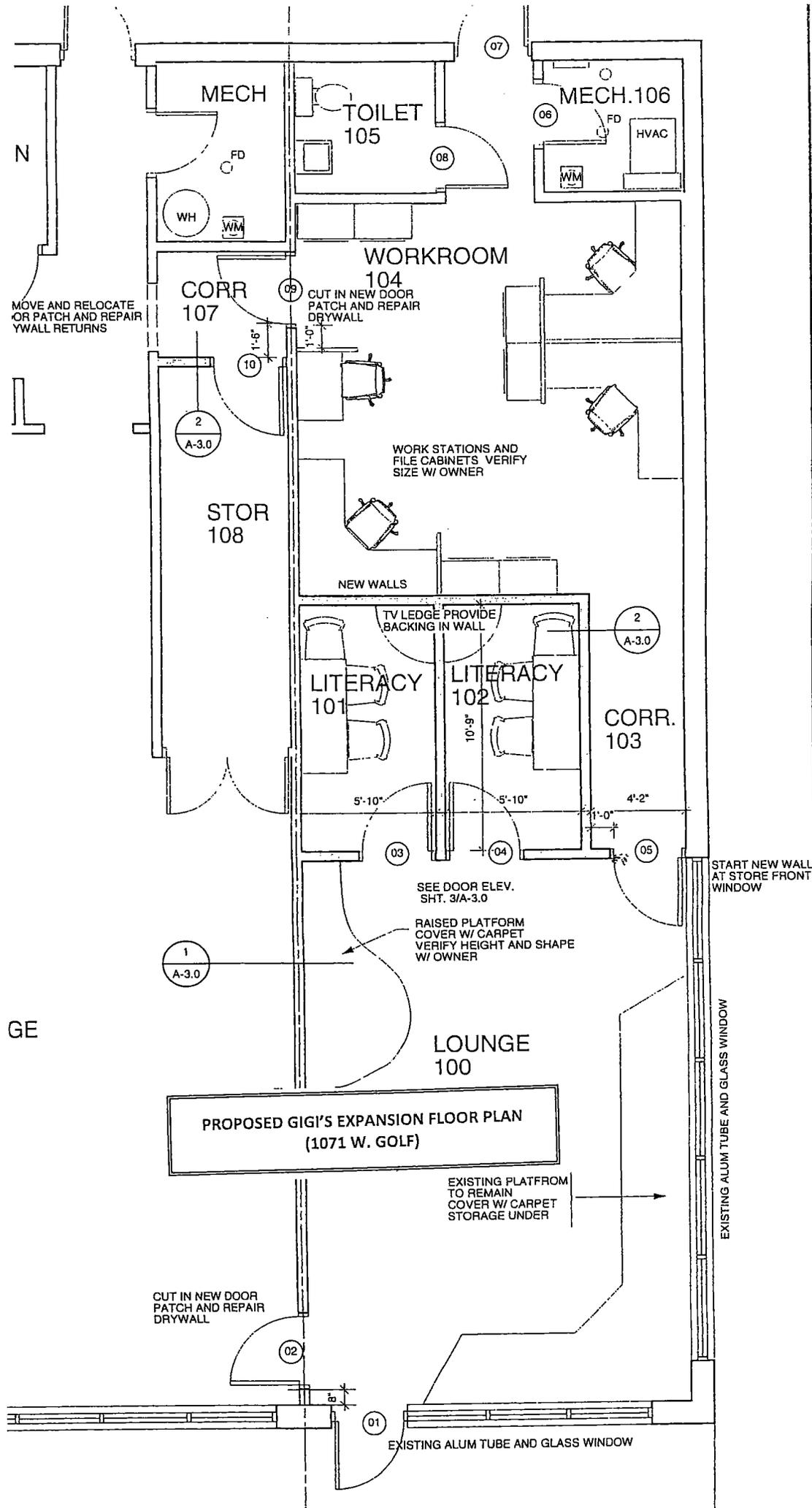
RECEPTION

PROPOSED GIGI'S FLOOR PLAN
(1069 W. GOLF)

CUT IN NEW DOOR
PATCH AND REPAIR
DRYWALL

02

01



W. LLOYD
CHRISTOPH
& ASSOCIATES, LTD.

194 N. York Street - Elmhurst, Ill
(630) 833-2555

EXISTING FLOOR PLAN
&
NEW FLOOR PLAN

INTERIOR BUILD OUT
GIGI PLAYHOUSE
1069 W. GOLF ROAD
HOFFMAN ESTATES, ILLINOIS

O.	DATE	DESCRIPTION
		REVISIONS

**ADDITIONAL
BUSINESS**

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