

AGENDA

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

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

Board Room

January 18, 2010

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 – January 4, 2010 & Special Meeting of January 11, 2010
 - C. Approval of the schedule of bills for January 18, 2010: \$4,425,440.96.
 - D. Request Board approval of agreements for Pace Route 557 service with:
 - 1) Pace Suburban Bus for a local share of Route 557 in an amount not to exceed \$50,011 in 2010; and
 - 2) Siemens, Claire's and ADP for company participation in Route 557 in 2010.
 - E. Request Board approval of a Local Agency Agreement with the State of Illinois for preliminary engineering for the Palatine Road improvement project.
 - F. Request Board approval of a Local Agency Agreement with the State of Illinois for the CMAQ Diesel Fleet Emissions Reductions Project.
 - G. Request Board approval for a plat of easement for a new watermain on the JCL Bioassay property at 2860 Forbs Avenue.
 - H. Request Board approval of the request by Alexian Brothers Behavioral Health Hospital for the installation of temporary banners on light poles.
 - I. Request Board approval of the creation of a restaurant discount program.
5. **REPORTS**
 - A. **President's Report**
 - 1) Proclamation(s)
 - Ronald Gad Day (20 Years Service)
 - Pamela Meinicke Day (10 Years Service)
 - Gail Wojtalik Day (10 Years Service)

5. **REPORTS -- Continued**

B. **Trustee Comments**

C. **Village Manager's Report**

D. **Village Clerk's Report**

E. **Treasurer's Report**

1) November 2009

2) December 2009

F. **Committee Reports**

1) Public Works & Utilities

2) Public Health & Safety

3) Finance

6. **ADDITIONAL BUSINESS** (*All other new business; those items not recommended by a majority of the Committee*)

A. Request Board approval of a contract with New Era Tickets, Exton, PA, to provide ticketing services at the Sears Centre Arena.

B. Request Board approval of a Resolution authorizing Global Spectrum, L.P. to execute license agreements for the Sears Centre Arena.

C. Request Board approval of a Resolution amending the Administrative Procedures Manual for Boards and Commissions (electronic attendance).

D. Request Board approval of an Ordinance amending Section 8-3-22, Number of Licenses, of Article 3, Alcoholic Liquors, of the Hoffman Estates Municipal Code (reduction of Class AA licenses from 46 to 43).

E. Request Board approval of a Resolution directing the preparation of comprehensive lists of personnel costs.

F. Request Board approval of the Collective Bargaining Agreement between the Village of Hoffman Estates and the Hoffman Estates Professional Firefighters Association, Local 2061 of the International Association of Firefighters for the period January 1, 2009 through December 31, 2011.

7. **ADJOURNMENT**

Motion carried.

Motion by Trustee Mills, seconded by Trustee Collins, to approve Item 4.B.

4.B. Approval of Minutes

- 1) Minutes from December 7, 2009.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

- 1) Minutes from December 14, 2009.

Roll Call:

Aye: Kincaid, Newell, Pilafas, Mills, Collins

Nay:

Mayor McLeod voted aye.

Trustee Green abstained.

Motion carried.

- 1) Minutes from December 16, 2009.

Roll Call:

Aye: Kincaid, Newell, Pilafas, Collins

Nay:

Mayor McLeod voted aye.

Trustees Green and Mills abstained.

Motion carried.

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

4.C. Approval of the schedule of bills for January 4, 2010: \$3,301,290.13.

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

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

4.D. Request Board approval of Ordinance No. 4161-2010 granting a variation to premises at 2550 N. Sutton Road, Hoffman Estates (Citibank).

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

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

4.E. Request Board approval of Ordinance No. 4162-2010 granting special use to Village of Hoffman Estates (lessor) and The Everest Group/Sprint, Clearwire (lessee) – (4690 Olmstead Drive).

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

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

4.F. Request Board approval of Resolution No. 1435-2010 creating the Children's Memorial Commission (increase in membership).

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

5. REPORTS:

5.A. President's Report

- 1) Proclamation(s)

Trustee Kincaid read the following proclamation:

Motion by Trustee Mills, seconded by Trustee Pilafas, to concur with the proclamation proclaiming Friday, January 8, 2010 as Michael Hish Day. Asst. Chief Hish accepted his proclamation and was congratulated by the Board. Voice vote taken. All ayes. Motion carried.

Trustee Newell read the following proclamation:

Motion by Trustee Mills, seconded by Trustee Collins, to concur with the proclamation proclaiming Saturday, January 9, 2010 as Jeffery Allen Day. Mr. Allen accepted his proclamation, he and his family were congratulated by the Board. Voice vote taken. All ayes. Motion carried.

Mayor McLeod complimented Public Works on the quick response for snow removal and congratulated Becky Suhajda on the Touch A Truck event.

5.B. Trustee Comments

Trustee Green said that she was glad to be back.

Trustee Newell welcomed everyone back and wished everyone a Happy New Year.

Trustee Pilafas wished everyone a Happy New Year, welcomed everyone back and stated that he attended the hockey game at the Sears Centre Arena.

Trustee Collins commented that some of the local stores are out of the yard waste stickers which makes it difficult for the residents to dispose of their Christmas trees and complimented Trustees Pilafas and Kincaid on the successful event at the Sears Centre Arena and their work that allowed it to take place.

Trustee Mills wished everyone a Happy New Year, passed along compliments on the hockey event, told Public Works that there are lights out on Kensington and thanked everyone for their kind words on the passing of her mom.

Trustee Kincaid welcomed back Trustee Green wished everyone a Happy New Year, stated that it was nice to see the lights on at the Sears Centre Arena and complimented Notre Dame on the running of the Shillelagh Hockey Tournament.

5.C. Village Manager's Report

Mr. Norris wished everyone a Happy New Year.

5.D. Village Clerk's Report

The Village Clerk reported that 21 passports were processed during the month of December.

5.E. Committee Reports

General Administration & Personnel Committee

Trustee Mills stated that they would be meeting to request acceptance of Cable TV and Human Resources Management Monthly Reports.

Transportation and Road Improvement Committee

Trustee Kincaid stated that they would be meeting to request approval of agreements for Pace Route 557 service: a) with Pace Suburban Bus for a local share of Route 557 in an amount not to exceed \$50,011 in 2010 and b) with Siemens, Claire's and ADP for company participation in Route 557 in 2010; request approval of Local Agency Agreements with the State of Illinois for Palatine Road improvement project: a) Local Agency Agreement for Preliminary Engineering and b) Local Agency Agreement for Construction; request approval of a Local Agency Agreement with the State of Illinois for the CMAQ Diesel Fleet Emissions Reduction Project; and request acceptance of the Transportation Division Monthly Report.

Planning, Building and Zoning Committee

Trustee Pilafas stated that they would be meeting to discuss a request by Shorewood Property Investments, LLC for a courtesy review for an apartment development with a commercial component located on the southwest corner of Beverly and Higgins; request by Summit Street LLC (Kenar Homes) for direction to proceed with negotiation of amendments to the Annexation Agreement and approval site plan to allow a modified land plan and a new product line; request by JCL Bioassay Corporation for approval of plat of easement (watermain) for the JCL Bioassay building located at 2860 Forbs Avenue; request acceptance of the Department of Development Services monthly reports for the Planning Division, Code Enforcement Division and Economic Development and Tourism.

6. ADDITIONAL BUSINESS:

Motion by Trustee Mills, seconded by Trustee Pilafas, to approve Item 6.A.

6.A. Request Board approval of Ordinance No, 4163-2010 granting special use to Village of Hoffman Estates (lessor) and The Everest Group/Sprint, Clearwire (lessee) – (95 Aster Lane).

Roll Call:

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

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Pilafas, to approve Item 6.B.

6.B. Request Board approval of Ordinance No, 4164-2010 granting special use to Village of Hoffman Estates (lessor) and The Everest Group/Sprint, Clearwire (lessee) – (3990 Huntington Boulevard).

Discussion

Trustee Collins stated that he is opposed to having more antennas on this water tower.

Roll Call:

Aye: Kincaid, Newell, Green, Mills

Nay: Pilafas, Collins

Mayor McLeod voted aye.

Motion carried.

7. ADJOURNMENT:

Motion by Trustee Collins, seconded by Trustee Pilafas, to adjourn the meeting. Time 8:18 p.m. Voice vote taken. All ayes. 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 SPECIAL
DATE: JANUARY 11, 2010
PLACE: COUNCIL CHAMBERS
MUNICIPAL BUILDING COMPLEX
1900 HASSELL ROAD
HOFFMAN ESTATES, ILLINOIS

 **DRAFT**

1. CALL TO ORDER:

Village President William McLeod called the meeting to order at 8:58 p.m. The Village Clerk called the roll. Trustees present: Jackie Green, Anna Newell, Karen Mills, Cary Collins, Ray Kincaid. Gary Pilafas was absent.

A quorum was present.

ADMINISTRATIVE PERSONNEL PRESENT:

J. Norris, Village Manager
D. O'Malley, Deputy Village Manager
A. Janura, Corporation Counsel
M. Koplín, Development Services Director
G. Skoog, Director Economic Development
P. Seger, Director HRM
B. Suhajda, GG Intern

2. ADDITIONAL BUSINESS:

Motion by Trustee Mills, seconded by Trustee Newell, to approve Item 2.A.

2.A. Request Board approval of an interim contract with Monterrey Security Consultants, Inc., Chicago, IL, for event security at the Sears Centre Arena at the hourly rates included in the contract from January 1-March 31, 2010.

Roll Call:

Aye: Green, Newell, Mills, Collins, Kincaid

Nay:

Mayor McLeod voted aye.

Trustee Pilafas was absent.

Motion carried.

3. ADJOURNMENT

Motion by Trustee Collins, seconded by Trustee Mills, to adjourn the meeting. Time 9:00 p.m. Voice vote taken. All ayes. 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.

**CONSENT AGENDA/
OMNIBUS VOTE**

AGENDA
PUBLIC WORKS & UTILITIES COMMITTEE
Village of Hoffman Estates
January 25, 2010

DRAFT #3

7:30pm

Members: Jacquelyn Green, Chairperson
Roll Call Anna Newell, Vice Chairperson
Cary Collins, Trustee

I. Roll Call

II. Approval of Minutes – December 14, 2009

NEW BUSINESS

1. Request adoption of Department of Labor Prevailing Hourly Wage Rate.
2. Request approval of an IDOT resolution to appropriate Motor Fuel Tax funds for 2010 concrete street light pole replacements, in an amount not to exceed \$32,400.
3. Request approval for the Environmental Commission to proceed with 2010 budgeted activities and events, in an amount not to exceed \$8,050.
4. Request authorization to waive formal bidding and purchase sign roll goods and sheeting from 3M Corporation Traffic Control Division in accordance with their 2010 price catalog, in an amount not to exceed \$18,000.
5. Request authorization to extend 2008 contract for 2010 roadway pavement markings to Preform Traffic Control Systems, Ltd., Elk Grove Village, IL (low bid), in an amount not to exceed \$31,520.
6. Request authorization to bulk-purchase Neptune meters according to the 2010/2011 two year combined pricing agreement and to waive formal bidding for the purchase of non-bulk and non-uniform sized Neptune meters from Water Resources, Inc., Elgin, IL (sole supplier) at 2010 unit prices, in a total amount not to exceed \$177,460.
7. Request authorization to award contract for the purchase of an 800 KW portable generator to Inland Power Group, Carol Stream, IL (low bid), in an amount not to exceed \$224,000.
8. Request acceptance of the Department of Public Works Monthly Report.
9. Request acceptance of the Department of Development Services Monthly Report for the Transportation and Engineering Division.

III. President's Report

IV. Other

V. Items in Review

VI. 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
PUBLIC HEALTH AND SAFETY COMMITTEE
Village of Hoffman Estates
January 25, 2010

Immediately following Public Works & Utilities Committee.

Members: Anna Newell, Chairperson
Cary Collins, Vice Chairperson
Jacquelyn Green

I. Roll Call

II. Approval of Minutes – December 14, 2009 Committee Meeting

OLD BUSINESS

NEW BUSINESS

1. Request approval of an amendment to Section 5-6-9, Sworn Personnel, Hoffman Estates Fire Department, of the Hoffman Estates Municipal Code to decrease the number of authorized sworn personnel from 103 to 101.
2. Request approval of an amendment to Section 5-5-7, Sworn Personnel, Hoffman Estates Municipal Code, to decrease the number of authorized patrol officers from eighty (80) to seventy-five (75).
3. Request authorization to enter into a contract with _____ to provide automatic red light enforcement in the Village of Hoffman Estates.
4. Request authorization to enter into an Intergovernmental Agreement with the Kane, Cook County Auto Theft Task Force.
5. Request acceptance of Police Department Monthly Report.
6. Request acceptance of Health & Human Services Monthly Report.
7. Request acceptance of Emergency Management Coordinator Monthly Report.
8. Request acceptance of Fire Department Monthly Report.

III. President's Report

IV. Other

V. Items in Review

**AGENDA
FINANCE COMMITTEE
Village of Hoffman Estates
January 25, 2010**

Immediately following Public Health and Safety Committee

Members: Cary Collins, Chairperson
Jacquelyn Green, Vice Chairperson
Anna Newell, Trustee

I. Roll Call

II. Approval of Minutes – December 14, 2009

NEW BUSINESS

1. Review of quarterly updates for 2008 Capital Improvements Program – 4th quarter.
2. Discussion regarding offering residents the ability to have their water bills emailed directly to them and suppress the printing of a paper bill.
3. Request approval of a Business Solicitation Plan from the Fourth of July Commission for the 2009 4th of July Festival.
4. Request authorization to establish Police Sergeant and Lieutenant hire back rates for the period January 1 through December 31, 2010.
5. Request authorization to waive formal bidding and award contract for an ongoing replacement program for the purchase of 9 ruggedized laptop computers and accessories to CDS Office Technologies, Inc. per Illinois State Contract for use in Police Department vehicles in an amount not to exceed \$36,906.
6. Request acceptance of Finance Department Monthly Reports for November and December, 2009.
7. Request acceptance of Information Systems Department Reports for November and December 2009.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

**ADDITIONAL
BUSINESS**

RESOLUTION NO. _____ - 2010

VILLAGE OF HOFFMAN ESTATES

A RESOLUTION AUTHORIZING
GLOBAL SPECTRUM, L.P. TO EXECUTE
LICENSE AGREEMENTS FOR THE SEARS CENTRE ARENA

WHEREAS, the Village of Hoffman Estates owns the Sears Centre Arena; and

WHEREAS, Global Spectrum is the interim operator of the Sears Centre Arena; and

WHEREAS, it is in the interest of the Village of Hoffman Estates to authorize Global Spectrum, L.P. to execute License Agreements on behalf of the Village to engage others for the purpose of holding and presenting certain events at the Arena.

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: Global Spectrum, L.P. is hereby authorized to sign on behalf of the Village of Hoffman Estates License Agreements (in substantially the form as set forth in the document attached hereto as Exhibit "A") for the sole purpose of licensing to others the rights to use the Sears Centre Arena for the purpose of holding and presenting certain events.

Section 2: This authority will terminate on July 1, 2010.

Section 3: This Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2010

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 _____, 2010

Village President

ATTEST:

Village Clerk

WITNESSETH:

WHEREAS, Licensor is the owner of a multi-sports and entertainment facility in the **LICENSE AGREEMENT**

SEARS CENTRE ARENA

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into this [_____] day of [____], 2010, by and between the Village of Hoffman Estates, an Illinois Home Rule municipal corporation (hereinafter "Licensor"), and [FULL LEGAL NAME OF LICENSEE], a [TYPE OF ENTITY] organized under the laws of the State of [_____] (hereinafter "Licensee").

Village of Hoffman Estates located at 5333 Prairie Stone Parkway, Hoffman Estates, Illinois 60192 known as the Sears Centre Arena; and

WHEREAS, Global Spectrum, L.P. is the interim operator of the Sears Centre Arena.

WHEREAS, International Facilities Group ("IFG") is the interim Owner's Representative of the Village of Hoffman Estates for the Sears Centre Arena and is executing this Agreement on behalf of Licensor and is not responsible for or guaranteeing performance under the terms of this Agreement.

WHEREAS, the Village of Hoffman Estates for the purposes of this Agreement is defined to include, its elected and appointed officials, employees, and agents.

WHEREAS, Licensor has the power and authority to license the use thereof to others for the purpose of holding and presenting certain events; and

WHEREAS, Licensee desires to license the use of the Sears Centre Arena and its facilities from Licensor, and Licensor desires to license the use thereof to Licensee, for the purpose of holding and presenting [DESCRIBE EVENT] (the "Event"), all subject to the terms and conditions set forth below.

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

1. Grant Of License: Licensed Premises. Licensor hereby grants to Licensee license to use, and Licensor shall make available to Licensee, that portion of the Sears Centre Arena and its facilities as may be necessary for the presentation of the Event (the "Arena"), including the Arena's floor, seating facilities, access areas, public address and scoreboard, sound systems, dressing rooms, press rooms, corridors, stairways, walks and lavatories in or about the Arena, and such other areas or parts of the Arena as may be necessary for the presentation of the Event, all upon the terms and conditions set forth herein. The License granted hereby does not extend to or include the parking areas or non-

public areas in and around the Arena, unless otherwise specifically designated by Licensor. Licensee hereby agrees to, and shall, use the Arena to hold and present the Event as contemplated by this Agreement.

2. Term.

A. Term of Use. Unless this Agreement is earlier terminated pursuant to the provisions hereof, the Event shall commence on [Date] at [Time] and shall expire on [Date] at [Time]. In addition to the period set forth in the preceding paragraph, Licensee shall have access to the Arena for (i) preparation of the Event and delivery, move-in and set-up of Licensee's freight and other properties prior to the Event on [Date] beginning at [Time] and (ii) load-out immediately following conclusion of the Event on [Date], ending at a mutually agreed time but in any event no later than 11:59 p.m. on [Date]. The periods of use described above in this Subsection 2.A. are referred to collectively in this Agreement as the "Term." If the Event (or any session thereof) shall run beyond 11:59 P.M. on any of the Event nights, or if load-out shall run beyond the mutually agreed upon time, Licensee shall be liable for any additional expenses incurred by Licensor, including but not limited to payments to union labor, if applicable.

B. Doors Open. Licensor agrees to open the Arena to the public at least one (1) hour before the Event (or each session thereof).

3. Duties of Licensee. In connection with the presentation of the Event, Licensee shall, at Licensee's cost, provide (or cause to be provided) and/or procure the following:

A. Performers and Staffing; Equipment and Other Items.

(1) All participants and staff required for the proper presentation of the Event, including but not limited to [DESCRIBE ANY SPECIFIC PARTICIPANTS], performer medical staff, and any other staff required for the proper presentation of the Event and, where specified by Licensee, sound system, lighting, staging, technical, catering and set-up personnel regularly employed by Licensee in presenting the Event, together with Workers' Compensation Insurance with respect to such personnel; and

(2) All tangible items of property necessary for the proper presentation of the Event, including but not limited to [_____]; and

(3) [LIST ANY OTHER LICENSEE RESPONSIBILITIES]

B. Licenses and Permits. In accordance with Section 9 below, all licenses and permits, including ASCAP, BMI, SESAC and similar performance licenses, required for the use of copyrighted or licensed music in connection with the presentation of the Event, and otherwise required in connection with the use of the Arena for the Event, all of which shall be procured by Licensee prior to commencement of the Term and presented to Licensor upon request;

C. Promotion. The advertising, promotion and publicity campaign necessary and

desirable to promote the Event. Licensor shall not have any responsibility whatsoever for the advertising campaign unless otherwise agreed to by the parties in writing;

D. Licensor Tickets. Complimentary tickets for each session of the Event, in accordance with Subsection 8.B. below; and

E. Event Delivery and Move-Out Coordination. Coordination of any and all deliveries for the Event (or each session thereof) and timely move-out following the Event.

4. Duties of Licensor. In connection with the presentation of the Event, Licensor shall provide (or cause to be provided) the following. Unless otherwise expressly indicated, Licensor's cost of providing the below items and services shall constitute a reimbursable expense, payable by Licensee in addition to the Base License Fee (as defined in Subsection 6.A.(1) below):

A. Arena Premises. The Arena, including the general concourse area, public address systems and such other parts or areas of the Arena as may be necessary for Licensee to present and produce (if applicable) the Event (the costs of which shall be included within the Base License Fee);

B. Utilities. Electricity and other utilities for lighting, heating, air conditioning and other services used in conjunction with the Event and the set-up and removal related thereto;

C. Cleaning. Cleaning and janitorial service during and after the Event;

D. Support Personnel. All necessary support services, including, but not limited to, all ancillary staff necessary to hold the Event at the Arena (other than those being provided by Licensee pursuant to Subsection 3A(1) above), including ushers, doormen, emergency medical technicians (for patrons only), security guards and supervisors (including overnight security), change-over and set-up crew, house plumber, heating and air conditioning superintendent, electrician, carpenter, telephone operator, ticket takers and box office services for the day or evening of each session of the Event;

E. Additional Requested Items and Sources. Additional items, personnel and services, other than those set forth above, which Licensee requests to be provided in connection with the Event and which Licensor is reasonably able to provide, such as stagehands for set-up, take down and productions, additional production requirements, catering, and lighting and/or sound equipment other than the current sound or lighting system in Arena, all of which shall be subject to the approval of Licensor;

F. Parking. [_____] ([_____]) parking passes to Licensee, at no charge, for each session of the Event; and

5. Event Marketing and Sponsorships.

A. Marketing Campaign.

(1) Licensee, at its expense, shall provide the necessary personnel to, and shall use its reasonable best efforts to, market and promote the Event.

(2) All advertisements for the Event shall be developed by Licensee (including, but not limited to, all advertising publicity material, promotions material, press releases, posters, flyers and handbills) and shall be produced at the sole cost and expense of Licensee.

(3) Licensee shall make mention of the name "Sears Centre Arena" as the site of the Event in connection with any advertising or promotion thereof. All promotional materials shall contain the standard "Sears Centre Arena" logo positioned full width across the bottom.

(4) All advertisements for the Event presented pursuant to the provisions of this Agreement (including but not limited to, all advertising, publicity material, promotions material, press releases, posters, flyers, handbills and radio and television commercials) shall be submitted by Licensee to Licensor for its prior approval before use.

(5) If Licensee seeks the assistance of Licensor with respect to group sales for the Event, Licensee shall pay Licensor a [_____] [(____%)] percent commission for all group sales tickets sold by Licensor's Group Sales Department, plus approved expenses. Said commission shall be calculated upon the gross ticket price less applicable sales or amusement taxes.

(6) Licensee acknowledges and agrees that, notwithstanding any marketing or other related assistance which may be provided to Licensee by Licensor (although Licensor is not obligated to provide same), Licensor has made no and disclaims any purported or actual representation or warranty as to the results or success which can be expected from the Event, including without limitation, ticket sales or the profitability of the Event, and thus Licensee acknowledges and agrees that Licensor shall in no way be responsible for the actual results from or success of the Event.

B. Advertising and Sponsorships.

(1) Without the prior written approval of Licensor, which approval may be withheld in Licensor's sole discretion, Licensee shall not permit any commercial banner, signage, advertisement, promotional announcement, or inflatables to be posted, made or displayed outside or inside the Arena. Licensee will not permit the sale or distribution of helium balloons or other inflatable items, bumper stickers or any other items with adhesive surfaces at, in or near the Arena.

(2) Subject to the provisions of Subsection 5B(1) above, Licensee shall have the right to sell sponsorship for the Event. All revenues generated from the sale by Licensee of such sponsorship shall be retained by Licensee, provided that all such sales shall be subject to the prior written approval of Licensor.

(3) Licensor hereby retains the right to sell sponsorships for the Event (in addition to Licensee), for which Licensor shall receive a commission of [_____] [(____%)] percent on gross sales revenues from such sales. All remaining revenues shall be paid to Licensee at the time of

settlement in accordance with Subsection 6.D.

6. Compensation.

A. License Fee. In consideration of the license granted hereby and Licensor's agreement to provide the items set forth in Paragraph 4 hereof, Licensee shall pay Licensor the following sums (collectively, the "License Fee"):

[OPTION 1 – DELETE IF USING OPTION 2 BELOW]

(1) A flat fee of [_____] Dollars (\$_____) (the "Base License Fee"); plus

(2) Reimbursable expenses as listed in Subsections 4B through 4E, inclusive, and any and all other costs and expenses arising hereunder which are due and payable to Licensor.

[OPTION 2 – DELETE IF USING OPTION 1 ABOVE]

(1) A base license fee (the "Base License Fee") equal to [_____] Percent ([_____]%) of Net Proceeds (as defined herein) for the Event. The term "Net Proceeds" as used herein means gross proceeds from sales of tickets for admission to the Event, less applicable city and state amusement, sales, and similar taxes; plus

(2) Reimbursable expenses as listed in Subsections 4B through 4[____], inclusive.

B. Non-Refundable Deposit. A non-refundable deposit in the amount of _____ Dollars (\$_____) is due and payable to Licensor upon execution of this Agreement. Such deposit shall be credited to the Base License Fee at settlement. Licensee shall not be entitled to the payment of any interest whatsoever on the deposit paid to Licensor.

C. Minimum Rent: Additionally, Licensee acknowledges that the Non-Refundable Deposit is considered Minimum Rent held in consideration of Licensor entering into this Agreement and holding the Facilities available for the Event as set forth herein and that the Minimum Rent is fully earned as of the date hereof; provided, however, *if fourteen (14) days out from the event, if there are not sufficient funds being held to cover the bldg expenses as defined in _____, Licensee will be required to deposit the shortfall, as calculated by Licensor, as additional Minimum Rent. The Licensor shall retain the right to postpone or cancel the Event if the additional Minimum Rent is not promptly deposited and provide Licensee with as much prior notice of such postponement or cancellation as is reasonably practicable under the circumstances.*

D. Settlement. Upon conclusion of the Event (or each session of the Event, if applicable), Licensor and Licensee shall conduct a settlement respecting all items of income and expense which are the subject of this Agreement. At such settlement, Licensor and Licensee shall account to the other for all items of income and expense which are the subject of this Agreement, and make payment to the other (if applicable) of any and all sums due to the other in accordance with this Section 6. In the case of a multi-session Event, in addition to settlement following each session of the Event, a final settlement shall be made by the parties within seven (7) business days following the expiration of the Term. Any amounts due and payable to Licensor which are not paid within two (2) business days after the conclusion of an Event shall accrue interest from the date due until paid at the highest rate allowed by the laws of the State of Illinois. Any net payment that may be due and owing to Licensee shall be made by way of check, draft, or wire transfer.

E. Licensor Reserved Revenues. Licensee acknowledges that use of all Suites and other Premium Seating areas in the Arena are not hereby licensed or provided by Licensor to Licensee and agrees that any revenue derived from the utilization or license of such Suites and other Premium Seating areas in connection with the Event shall be for the sole account of Licensor.

F. No Set-Off. Licensee shall pay Licensor the License Fee and any and all additional amounts due hereunder without abatement, deduction or set-off.

7. Concessions; Merchandising; Programs.

A. Concessions Reserved to Licensor. Licensor specifically reserves to itself, and to its assigned or designated concessionaires and agents, the right to sell, and proceeds from the sale of, food, refreshments and beverages, parking privileges, novelties, and all other concessions at the Event (except as otherwise provided in Subsection 8B below). Licensee shall not sell or distribute, whether or not on a complimentary basis, any food, beverage or other merchandise and shall have no right to operate a concession during the Event, without obtaining Licensor's prior written approval.

B. Souvenir and Merchandise Concessions. With respect to souvenir and merchandise concessions, including programs, Licensor, or persons designated by it, shall sell such merchandise, at mutually agreed-upon prices, and all proceeds from the sale thereof, after deduction of applicable taxes and city licenses and inspections charges, shall be divided [] ([]%) percent to Licensee and [] ([]%) percent to Licensor. Prior to the commencement of the Term, Licensee shall deliver, or cause to be delivered, all souvenirs and merchandise to be sold by Licensor hereunder. Licensee shall insure against and bear the risk of damage, theft or other loss of such merchandise, whether or not such merchandise is in the possession or control of Licensor at the time of such loss, and shall be responsible for all freight and transportation of such merchandise to and from the Arena. Contents of any programs Licensee wished to provide for sale at the Event shall be subject to Licensor's reasonable approval.

8. Ticket Sales.

A. Generally.

(1) Licensee has no right by virtue of this license to sell or distribute tickets to the Event, it being understood that Licensor retains the sole right to control the means and manner of sale and distribution of tickets. Licensee acknowledges the exclusive nature of the contract between Licensor and its ticket sales company for the sale and distribution of all tickets for events at the Arena, including without limitation, the Event. Licensor shall be solely responsible for paying and remitting to the ticketing company all "inside" charges imposed by the ticketing company upon the event promoter or venue at the prevailing rate.

(2) Licensor shall not permit tickets or passes in excess of the seating capacity of the Arena to be sold or distributed. Licensor agrees that any seat with limited or impaired vision shall not be placed on sale unless written approval is received from Licensee and, if permission is granted, such tickets shall be clearly marked accordingly as "OBSTRUCTED."

(3) During the Term hereof, all admittance into the Arena shall be by ticket only. The Arena will be reserved seating, unless otherwise agreed by Licensor in writing, and all registrants will be registered to a designated seating level based upon available seating after all production seating holds (if applicable) have been determined. The form and content of the tickets shall be in accordance with any and all Licensor rules and regulations.

(4) Licensee shall have the right to review the seat allocation for all reporters, critics, reviewers and other working press personnel which have been made by Licensor.

(5) No interruption or malfunction of the computerized ticket system or the ticketing company's services shall be deemed a breach of this Agreement by Licensor or render Licensor liable for damages or entitle Licensee to be relieved of any obligations under the terms of this Agreement; provided, however, Licensor agrees that it shall in good faith exercise all remedies available to Licensor to enforce the terms of its agreement with the ticketing company in the event of a breach thereof by the ticketing company which negatively affects Licensee's ability to offer for sale tickets to the Event, and shall coordinate with Licensee to take appropriate remedial action in the event of any interruption or malfunction of the computerized ticket system or the ticketing company's services, if any, which negatively affects Licensee's ability to offer for sale tickets to the Event.

B. Box Office Services.

(1) Licensor shall provide box office services to Licensee at the Arena box office location for the Event.

(2) Licensee shall reimburse Licensor for the costs of any and all bank or merchant fees on tickets to the Event sold at the Arena box office and paid for by credit card, charge card or debit card.

C. Complimentary Tickets. Licensee agrees to provide Licensor, at no cost or expense to Licensor, with [] complimentary tickets for each session of the Event, with locations of

seats to be in the highest priced category available for sale to the general public, and, at seated events, Licensor's tickets shall consist of multiples of four (4) contiguous seats.

D. Application of Receipts and Licensor's Privilege to Withhold Funds. Licensor shall act as the custodian of all box office receipts, and Licensor or its concessionaire shall act as the custodian of all receipts from concessions. All such receipts (net of taxes) may be applied by Licensor towards the payment of the License Fee and as otherwise necessary to discharge Licensee's obligations to Licensor hereunder, including, without limitation, any claims or damages for which Licensee may be liable to Licensor under Section 13 or otherwise. Licensee hereby grants Licensor a first lien upon and security interest all such receipts to secure Licensee's obligations to Licensor hereunder and hereby waives all of its rights to any box office and concessions receipts that are necessary to pay to Licensor the sums due to Licensor pursuant to this Agreement.

E. Cancellation of Event by Licensee. If the Event is cancelled for any reason, other than by Licensor, Licensee shall be responsible for any fees or charges incurred and charged to Licensor by the ticketing company due to the sale of tickets for said Event. Licensee shall reimburse Licensor for such fees or charges within two (2) business days of the cancellation of the Event.

9. Permits and Licenses.

A. Governmental Permits. Licensee shall secure in advance, prior to commencement of the Term, all licenses, permits and approvals that may be required in connection with the use of the Arena for the Event, including, without limitation, those required by ordinances, rules, regulations of governmental authorities. In the event that any minor or foreign national is scheduled to appear in the Event which is the subject of this Agreement, Licensee shall, in advance of such Event, obtain all necessary Employment Certificates and other permits and authorizations as may be required by any governmental authority.

B. Music Performance Licenses. Licensee shall procure, in advance, all licenses required by any music performance societies, such as ASCAP, BMI and SESAC, for music or other works to be utilized or displayed in connection with the Event. Licensee agrees to make direct payment and accounting to ASCAP, BMI, SESAC and any other similar organizations for the use of musicians and/or musical works in the Event and at the request of Licensor to furnish proof of payment.

C. Performer Releases and Employment. Licensee shall not use the name, likeness or image of any player, performer or other attraction in connection with the Event or the advertising thereof unless Licensee shall have entered into a license or similar agreement with such party respecting such rights. Licensee shall furnish Licensor with evidence satisfactory to Licensor of Licensee's employment of the Performer(s) at least thirty (30) days prior to the Event Date. If, on the Event Date, Licensor has a reasonable basis to believe that the Performer(s) will not appear at the Event at any time prior to the time when spectators are scheduled to be permitted to enter the Facilities for the Event, Licensor may deny spectators admission to the Facilities and cancel the Event. If Licensor cancels the Event pursuant to this Section ____, then the rights and obligations of

Licensor shall be as set forth in Article ____ hereof.

10. Broadcasting and Recording. Subject to Licensor's prior written approval to the extent of Licensor's rights therein, and subject further to any third parties with which Licensee contracts to transmit or broadcast the Event securing in advance and maintaining insurance acceptable to Licensor, Licensee may film, videotape, broadcast or transmit the Event in any and all media from the Arena (the "Media Rights"), but excluding the use of the image of the Arena, the Arena's name or logo or Licensor's name or logo, unless expressly approved by Licensor in writing. Licensee shall be solely responsible for all costs and expenses related to the use or exercise of the Media Rights. A location/origination fee, in an amount to be determined by Licensor in its sole discretion, may be charged by Licensor to Licensee for the Media Rights, which fee shall be payable in advance. Licensee shall cause all entities with which Licensee contracts to broadcast the Event to arrange with Licensor in advance of the Term the terms and conditions (which must be satisfactory to Licensor in its sole discretion) under which such entities may have access to, and the use made by such parties of, the Arena.

11. Insurance.

A. CGL Coverage. Licensee shall obtain, at its own cost and expense, commercial general liability insurance in the name of Licensee that names the Village of Hoffman Estates, Global Spectrum, L.P, and IFG as named insureds as to the ownership, management, and operations of the Sears Centre Arena, and which insures all operations of Licensee (including the operations of Licensee contemplated by this Agreement), and Licensee's contractual undertaking of the liability of another and Licensee's assumption of liability, as set forth in this Agreement. Such insurance shall be written with a limit of at least Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury, property damage and personal injury. Licensee shall cause such insurance to be endorsed with an endorsement that the insurance issued to the Village of Hoffman Estates, Global Spectrum, L.P, and IFG shall be primary to and not contributory with any insurance coverage or self-insured program of the Village of Hoffman Estates, Global Spectrum, L.P., IFG or any of the other additional named insureds, and include a waiver of subrogation, and that such insurance shall be excess to any insurance issued to Licensee. Insurance effected or procured by Licensee hereunder will not reduce or limit Licensee's contractual obligation to indemnify and defend the Village of Hoffman Estates, Global Spectrum, L.P., and/or IFG pursuant to Section 12 hereof.

B. Workers' Compensation Coverage. Licensee shall also maintain, at its own cost and expense, workers' compensation insurance in respect of all employees, players, performers and any borrowed, leased or other person to whom such compensation may be payable by Licensee.

C. Certificates of Insurance. Licensee, at least thirty (30) days prior to the commencement of the Term (or immediately upon execution hereof, if less than thirty (30) days remain before the Term's commencement), shall provide to Licensor evidence of the insurance required (including certificates of insurance and endorsements) pursuant to Subsections 11.A. and 11.B. above. The policies shall also provide, and the certificate shall so note, that the coverages may not be canceled or that a major change in coverage may not be implemented without at least thirty

(30) days' prior written notice given to Licensor. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Illinois or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

D. Failure to Obtain Insurance. Licensor shall also have the right to prohibit Licensee or any subcontractor of Licensee from entering the Arena until such certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by Licensor. Licensee's failure to maintain the insurance required herein may, at the sole discretion of Licensor, result in termination of this Agreement. IN THE EVENT OF SUCH TERMINATION BY LICENSOR, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY THE VILLAGE OF HOFFMAN ESTATES, GLOBAL SPECTRUM L.P., or IFG TO LICENSEE, AND LICENSOR SHALL RETAIN THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST LICENSEE TO RECOVER ANY AND ALL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) SUSTAINED BY LICENSOR BY REASON OF LICENSEE'S DEFAULT HEREUNDER.

E. Coverage by Licensor. In the event that Licensee fails to procure and present the aforesaid insurance, Licensor shall have the right, but not the obligation, to do so on Licensee's behalf and at Licensee's expense and shall be entitled to reimbursement for the costs thereof as part of the License Fee due and payable hereunder.

F. Spectator Security: Before any spectators are admitted to the Facilities on the Event Date, (i) all security personnel to be provided for the Event shall be at the Facilities and (ii) all security related plans shall have been approved by Licensor and implemented. If the foregoing requirements are not complied with, Licensor may deny spectators admission to the Facilities and cancel the Event. If Licensor cancels the Event pursuant to this Section, then the rights and obligations of Licensor shall be as set forth in Paragraph ___ hereof.

12. Indemnity; Release of Liability.

A. Indemnification. Licensee hereby agrees to indemnify, defend, save and hold harmless the Village of Hoffman Estates, Global Spectrum, L.P., IFG, and their respective successors and assigns, and each of their respective partners, agents, officers, directors, employees and representatives (collectively, "Indemnitees") from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses ("Claims or Costs"), occasioned in connection with, arising or alleged to arise from, wholly or in part, (i) any breach of this Agreement by Licensee, or (ii) the exercise by Licensee of the privileges herein granted, or (iii) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, contractors, exhibitors, employees, servants, players, guests, or invitees, participants or artists appearing in the Event (including support personnel in connection with the presentation of the Event), persons assisting Licensee (whether on a paid or voluntary basis) or any person admitted to the Arena by Licensee, during the Term or any other time while the Arena (or any part thereof) is used by or are under the control of Licensee. It is further the intent of this

Agreement that this indemnity provision shall apply to any claims made by employees of Licensee against Licensor, and this Agreement is deemed a written agreement for indemnity under the Illinois' Workers' Compensation laws. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

B. Condition of Licensed Premises. Except as expressly set forth herein, Licensor makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws by the Arena, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Arena. Accordingly, Licensee acknowledges and agrees that it has made an adequate investigation and inspection of the Arena and has made its own determination regarding the suitability of the Arena for Licensee's proposed use and is satisfied with the condition, fitness and order thereof. Licensee further agrees that the Arena shall be delivered by Licensor to Licensee "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose. Licensee hereby waives any claims against Licensor and the Indemnitees for defects in the Arena, including latent defects. Commencement of the use of the Arena by Licensee shall be conclusive that the Arena was in good repair and satisfactory condition, fitness and order when such use commenced.

C. Liens and Encumbrances. Licensee acknowledges and agrees that Licensee has no authority to, and that Licensee shall not, cause or permit any lien or encumbrance of any kind (including material men's or mechanics' liens) to attach to the Facilities or any other property of LICENSOR or the City. If any such lien shall so attach, Licensee shall promptly cause such lien to be released, or shall obtain a commitment from a title insurance company designated by, and in form satisfactory to, LICENSOR to protect LICENSOR and the City against loss by reason of such lien. If any such lien shall so attach, Licensee shall also indemnify and reimburse LICENSOR and the City for all expenditures by LICENSOR and the City in discharging such lien, including all costs and attorneys' fees associated therewith.

D. Risk of Loss. Licensor, Global Spectrum L.P., IFG, nor any of their respective officers, partners, employees or agents shall be responsible or liable for any loss or damage to the personal property of Licensee or its employees, players, performers or agents in connection with Licensee's use of the Arena hereunder. Licensee acknowledges and agrees that all of its property or property of others in the Arena shall be used and/or stored in the Arena at the sole risk of Licensee, and Licensee hereby waives and releases Licensor and the Indemnitees from any and all Claims or Costs related thereto to the fullest extent permitted by law.

13. Default; Remedies Upon Breach.

A. Default by Licensee. The following events shall constitute a "Default" by Licensee under this Agreement:

(1) breach by Licensee of any material representation, warranty, covenant, condition or obligation set forth in this Agreement and not otherwise specifically addressed in subsections 13.A(2) through 13.A(10) below, which breach is not cured within ten (10) days

following notice to Licensee of such breach, provided that in the event Licensor may suffer irreparable harm as a result of Licensee's breach, it shall not be required to give notice or wait any period of time before pursuing any remedies hereunder or under applicable law;

- (2) material violation of the Arena's rules and regulations;
- (3) any misrepresentation by Licensee to Licensor regarding the subject matter of the Event or materials used in connection with the Event;
- (4) partial or total abandonment by Licensee of the Arena, or failure of Licensee to use the Arena on a performance day as contemplated herein;
- (5) failure of Licensee to obtain the insurance or any license or permit required hereunder;
- (6) the return of any Licensee check for insufficient funds;
- (7) cessation by Licensee of its business as a going concern, or the insolvency or bankruptcy of Licensee or the initiation of any bankruptcy or other insolvency proceedings by or against Licensee, or the appointment of a receiver or trustee for Licensee or Licensee's property; or
- (8) any attempt by Licensee to assign this Agreement in violation of Subsection 19.C. below.

In the event of a Default by Licensee, Licensor may terminate this Agreement upon notice to Licensee, and all monies held hereunder may be applied by Licensor for the payment of the License Fee, sales or amusement taxes, or other charges due and payable to Licensor at the date of the Default. Licensor may, after the occurrence of an event of Default, enter and remove all persons from the Arena and all or any property therefrom, and sell such property as a setoff against monies owed to Licensor hereunder. In the event of a breach or threatened breach by Licensee of any of its agreements or obligations hereunder, Licensor shall have the right of injunction and the right to invoke any other remedy allowed at law or in equity. Licensor's rights and remedies set forth in the paragraph in connection with a Licensee Default shall be cumulative, and shall be non-exclusive of all other right and remedies under this Agreement, at law or in equity, including without limitation the right to recover all damages suffered by Licensor.

B. Default by Licensor. In the event that Licensor fails to perform or observe any of the covenants, conditions or obligations in this Agreement, Licensee shall provide Licensor with written notice specifying the failure with particularity, and Licensor shall have at least ten (10) business days from its receipt of such written notice to cure such failure. If such failure is not cured within such ten (10) business day period, Licensee's sole and exclusive remedy shall be to seek an action for actual damages (but not special, incidental, consequential, punitive, or exemplary damages or lost profits) in an amount not to exceed the License Fee paid to Licensor hereunder, together with reasonable attorney's fees and court costs.

14. Compliance With Laws and Arena Rules.

A. Legal Compliance. Licensee shall fully abide by, conform to and comply with, and shall cause every person under its direction or control who is connected with the performance of any aspect of this Agreement to fully abide by, conform to and comply with all applicable laws, rules, regulations and ordinances of the United States of America, the State of Illinois, the Village of Hoffman Estates, and their respective agencies, as well as all rules and regulations of Licensor for the use, occupancy and operation of the Arena. If Licensee is controlling any sale or distribution of tickets, Licensee will comply with all federal, state and municipal laws, statutes, ordinances or regulations relating to the payment of taxes or charges on tickets, admissions or reservations, and file returns and pay all such taxes or charges immediately when due.

B. Morals Clause. Licensee shall not use or attempt to use any part of the Arena for any use or proposed use which would be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation of Licensor.

C. Non-Discrimination. Licensee agrees not to discriminate against any employee or any applicant for employment for any reason prohibited by law, and further agrees not to discriminate against any person relative to admission, services or privileges offered to or enjoyed by the general public for any reason prohibited by law.

15. Use of Premises.

A. Return of Premises. Licensee agrees not to do any act or suffer any act to be done during the Term of this Agreement which shall mar, deface or injure any part of the Arena. Upon expiration of the Term, Licensee shall deliver up to Licensor the premises in as good condition and repair and in the condition received at the beginning of the Term, excepting usual wear and tear.

B. No Combustibles. If Licensee brings into the Arena any displays, props, decorations, materials or other personal property, it must fully comply with the Fire Code of the Village of Hoffman Estates, *i.e.*, all wiring on booths or display fixtures must meet the rules and standards of the Village of Hoffman Estates Fire Department. Among other precautions, cloth, paper decorations, pine boughs, leaves, tree branches and all other decorations must be flameproofed. Use of combustible material is forbidden.

(1) Licensee understands that approval and permits from the Fire Department must be obtained before bringing into the Arena explosives, gasoline, kerosene, acetylene or other fuel or combustibles. Such a permit shall be submitted for review to Licensor upon receipt and prior to the commencement of the Term.

(2) Licensee understands that the fire fighting equipment in the buildings, such as fire extinguishers and fire hose cabinets and exits, shall not be covered or concealed in any manner whatsoever from public view or access.

C. Hazardous Substances. Licensee, its employees and agents, and any exhibitors, patrons, invitees or other participants in the Events covered by this Agreement are prohibited from allowing any hazardous substance to be brought into the Arena or surrounding property. If any governmental authority or other third party demands that a cleanup plan be prepared and that a cleanup be undertaken because of any release of hazardous substances that occurs as a result of Licensee's use of the Arena or entry on the surrounding property, Licensee shall, at Licensee's expense, prepare and submit the required plan and all related bonds and other financial assurances, and Licensee shall carry out all such cleanup plans. Licensee agrees to indemnify Licensor and the Indemnittees against any claims, costs and expenses of any kind, whether direct or indirect, incurred voluntarily or pursuant to any state or federal law, statute, regulation or order, for the cleanup, extraction, detoxification or neutralization of any release of any hazardous substance associated with or arising from the Licensee's use of the Arena or entry onto the surrounding property. Licensee's obligations under this paragraph survive termination or expiration of this Agreement.

D. No Vehicles or Live Animals. No gasoline motor driven vehicles will be permitted to enter into the building, and no live animals will be permitted to enter or remain in the Arena (other than a properly and safely muzzled "seeing eye" dog accompanying a blind person), except at Licensor's discretion.

E. Duty of Care. Licensee shall use the Arena in a safe and careful manner.

F. Licensor Access.

(1) Licensor and its authorized representatives shall have the right at all times to enter upon and have access to the Arena.

(2) A duly authorized representative of Licensee shall be in attendance at the Arena when the doors are opened and throughout the Event scheduled hereunder. Licensee shall provide all of its representatives and working personnel to be admitted to any part of the Arena with distinctive, visual identification which shall be approved by Licensor prior to the commencement of the Term.

G. Licensor Control. In licensing the use of the Arena to Licensee, it is understood that Licensor does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. The decision of Licensor's representative as to the number of persons that can safely and freely move about in the Arena shall be final.

H. Entrances, Etc. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the Arena shall be kept unobstructed by Licensee and not used for any other purpose other than ingress or egress.

I. Disorderly Persons. Licensor reserves the right at all times to control any and all employees, agents and contractors of Licensee, and Licensee hereby appoints Licensor, or any servant, employee or agent of Licensor, Licensee's agent to refuse admission to or to cause to be removed from the Arena any disorderly or undesirable person, including Licensee's employees,

agents and contractors, as determined by Licensor in its sole discretion, and in the event of the exercise of such authority, Licensee hereby waives any and all claims for damages against Licensor and the Indemnitees on account thereof. If the Event is cancelled by Licensor, in its sole discretion, as a result of the disorderly conduct of the artist, participant, performer or other person appearing at the Event, or for any of such party's refusal to perform (except in cases where the immediate safety of such parties is concerned), Licensee shall be in breach of this Agreement. **Licensee shall be solely responsible to Licensor for the (i) conduct and activities of artists, participants, performers or exhibitors participating in the Event which, for purposes of this Agreement, shall be deemed to be the conduct and activities of Licensee, and (ii) for any and all Claims or Costs arising as a result of any such conduct or activity or refusal to perform (except in cases where the immediate safety of such parties is concerned).**

J. No Solicitations. No collections, solicitations, raffles or lotteries, whether for charity or otherwise, shall be made, attempted, authorized, conducted or announced, as applicable, by Licensee at or around the Arena without the prior written consent of Licensor, which consent Licensor may withhold in its sole discretion.

K. Safety Precautions. Licensee acknowledges and agrees that Licensor shall have the power to extinguish all utilities and order the evacuation of all or any portion of the Arena, or cause to be removed therefrom any person or group of persons, any materials, equipment or other items if, in its sole judgment, danger is imminent or dangerous circumstances have already occurred and such action is necessary to secure the safety and welfare of persons or property. **In such event, Licensee hereby waives and releases Licensor and the Indemnitees from any and all Claims or Costs related thereto, irrespective of whether such Claims or Costs arise out of the negligence (whether ordinary or gross) of Licensor or the Indemnitees.**

L. Assurance of Compliance. Not less than seven (7) days prior to the Event Date, Licensee shall submit to Licensor satisfactory evidence that all of the arrangements made and contemplated for the Event and called for in this Agreement (unless greater or lesser notice is specifically required by any of the provisions of this Agreement) have been accomplished or provided for as required herein, including the Licensee's financial ability to pay for the Event Costs as described herein. No approval or acceptance by Licensor of any such arrangements, whether pursuant to this Section or any other provision herein, shall in any way constitute an opinion, representation or warranty of or by Licensor with respect to the quality, design, safety or fitness for any particular purpose of any aspect of such arrangements; nor shall any acceptance or approval constitute a waiver of, or diminish, the obligations of Licensee set forth in this Agreement and Licensor's right to insist on strict performance thereof.

16. Arena Marketing. Licensee shall cause each performer or artist appearing at the Event (each referred to herein as a "Performer") to grant to Licensor and the Arena, and their respective successors and assigns (collectively, "Arena Marketing Entities") the worldwide, perpetual, and irrevocable right and permission to use or appropriate the Performer's name, likeness, signature, photograph, voice, performing persona, or other "indicia of identity" for the purpose of (i) providing information about events at the Arena, (ii) to advertise and promote the performance of Performer at the Arena, and to sell, solicit or promote the purchase of tickets for such performance or any

merchandise, goods, or services associated with such performance, and (iii) general promotion of the Arena Marketing Entities, such as in providing information about past, as well as future, performances at the Arena.

17. Loss of Use of Arena; Force Majeure.

A. Casualty Loss or Force Majeure Affecting the Arena or Licensor. Should the Arena or any material part thereof be destroyed or damaged by fire or by any other cause, or if any Event of Force Majeure (defined below) shall render the fulfillment of this Agreement by Licensor impracticable, this Agreement shall cease and terminate and Licensor shall not be liable or responsible to Licensee for any damage or loss caused thereby. In such event, and provided that such casualty loss of Event of Force Majeure was not caused by an act or omission of Licensee or its employees, agents, representatives or affiliated parties, Licensor shall return the Deposit to Licensee, less any out-of-pocket costs incurred by Licensor in connection with the Event (for which Licensee shall remain liable). **Licensee hereby waives and releases Licensor and the Indemnitees from any and all Claims or Costs on account of such termination; irrespective of whether such Claims or Costs arise out of the negligence (whether ordinary or gross) of Licensor or the Indemnitees.**

B. Force Majeure Affecting Licensee. Should Licensee be unable to take possession of the Licensed Premises or present the Event due to an Event of Force Majeure, without limiting the terms of Section 17.A above, neither Licensor nor Licensee shall have any liability under the Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments with the exception of the Deposit, which is nonrefundable.

C. Definition of Event of Force Majeure. The term "Event of Force Majeure" shall mean any and all acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action (whether actual, impending, or expected and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism, epidemics, lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage or accidents to equipment or machinery, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, accidents, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control or caused by the party claiming the right to delay the performance on account of such occurrence; provided, however, in no circumstances shall the monetary inability of a party to perform any covenant, agreement or other obligation contained in this Agreement be construed to be an Event of Force Majeure. Upon removal or cessation of the Event of Force Majeure, the parties' respective rights and obligations hereunder shall be reinstated for any and all subsequent sessions of the Event remaining in the Term (if any).

18. Miscellaneous.

A. Entire Agreement. This Agreement (including any and all exhibits hereto) reflects

the entire agreement between the parties respecting the subject matter hereof and supersedes any and all prior agreements, understandings or commitments, written or oral, between the parties hereto. No representation, inducements or agreements, oral or otherwise, between the parties not contained, expressly incorporated or embodied herein shall be of any force and affect. In the event of a conflict between the terms of this Agreement and the terms set forth in any exhibits, the terms of this Agreement shall govern. This Agreement may only be modified or amended by a subsequent written agreement signed by both parties hereto.

B. Notices. Notices by Licensor and Licensee to each other shall be deemed duly given if (i) delivered personally with a signed receipt evidencing such delivery, (ii) transmitted by telecopier with confirmation of transmission, (iii) mailed by certified mail, return receipt requested, postage prepaid, or (iv) delivered by duly recognized air courier service to the following addresses:

Licensee: [_____]
[_____]
[_____]
Attn: [_____]
Fax: [_____]

Licensor: The Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60169
Attn: Arena Contract Administrator
Fax: 847- 781-2623

With Copy to:

Sears Centre Arena
5333 Prairie Stone Parkway
Hoffman Estates, Illinois 60192
Attn: Ben Gibbs, General Manager
Fax: 847-649-2338

D. Assignment. This Agreement shall not be assigned nor shall Licensee's right to use the Arena be sublicensed by Licensee without the prior written consent of Licensor in each instance, which may be withheld in Licensor's sole discretion. Any attempt by Licensee to assign this Agreement or sublicense its right to use the Arena without the prior written consent of Licensor shall be null and void and shall constitute a Default by Licensee under this Agreement. In the event that

Licensor permits such an assignment or sublicense, Licensee shall cause the assignee or sublicensee to enter into an agreement, acceptable to Licensor, whereby such assignee or sublicensee agrees to abide by all the terms, obligations and conditions of this Agreement. The term "assignment" or "sublicense" as used in this Agreement shall include any and all transfers of Licensee's interest in this Agreement, whether voluntary or involuntary. Licensor may assign this Agreement at any time and without the prior consent of Licensee, to any party including, without limitation, any operator, or successor owner of the Arena.

E. No Agency. The relationship between Licensor and Licensee is that of independent contractors and not agents or employees. Under no circumstances shall this license be considered a contract of partnership or joint venture. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein. Further, no agent, servant or employee of Licensee or any of its subcontractors shall under any circumstances be deemed an agent, servant or employee of Licensor.

F. Attorneys Fees. In case any suit or action is instituted by Licensor to enforce compliance with this Agreement, including all appeals, Licensor shall be entitled to recover reasonable attorney fees and expenses from Licensee, in addition to the costs and disbursements provided by statute.

G. Governing Law and Choice of Forum. This Agreement is entered into in the State of Illinois and, in the event of any controversy or litigation, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its principles of conflicts of laws. Any action arising out of or in connection with this Agreement or the conduct, acts or activities of the parties hereunder shall be brought in the federal or state courts located in Cook County, and the parties hereby submit to the exclusive jurisdiction of those courts and consent to venue in those courts for any such actions or proceedings.

H. Waivers. No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether similar or dissimilar nature, unless expressly so stated in writing.

I. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

J. Headings. Any headings preceding the text of the several sections, paragraphs or subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

K. No Third Party Beneficiaries. Any agreement to pay an amount and any assumption of liability herein contained, expressed or implied, shall be only for the benefit of the undersigned parties and their respective successors and permitted assigns (as herein expressly permitted), and

such agreements and assumptions shall not inure to the benefit of the obligee or any other party whomsoever (except for the Indemnitees), it being the intention of the undersigned that (except with respect to the Indemnitees), no other party shall be or be deemed to be a third party beneficiary of this Agreement.

L. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

M. Power and Authority. Licensee represents and warrants to Licensor that it has the full right, power and authority to enter into and perform this Agreement, and that the person whose signature appears below is duly authorized to execute and deliver this Agreement on behalf of Licensee.

N. Withholding. Licensee acknowledges that, in the event Licensor believes, in its sole discretion, that any of the artist(s) or performer(s) that are the subject of the Event may be "non-resident aliens" (as defined in Section 7701(b)(1)(B) of the United States Internal Revenue Code ("IRC")), then Licensor shall have the right, notwithstanding any provision of this Agreement to the contrary, to withhold up to thirty percent (30%) of any amounts owed by Licensor to Licensee hereunder, for purposes of remitting such amounts to the United States Treasury in compliance with IRC Section 1441; provided, however, Licensor shall not withhold any amounts in the event either (i) Licensee provides to Licensor prior to the Event a written certification, in a form acceptable to Licensor in its sole discretion, that there are no "non-resident aliens" (as defined under the IRC) performing at the Event, and Licensor has no reasonable basis to believe otherwise, or (ii) such artist(s) or performer(s) have, prior to the Event, entered into a Central Withholding Agreement ("CWA") with the IRS and a withholding agent, and Licensor has been provided with a copy of the CWA prior to the Event

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

Licensee:

[_____]

By: _____

Name: _____

Title: _____

Licensor:

THE VILLAGE OF HOFFMAN ESTATES

By: _____
International Facilities Group, its
Owner's Representative

RESOLUTION NO. _____ - 2010

VILLAGE OF HOFFMAN ESTATES

A RESOLUTION AMENDING THE ADMINISTRATIVE PROCEDURES MANUAL FOR BOARDS AND COMMISSIONS

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

Section 1: That the Administrative Procedures Manual for Boards and Commissions be amended to read as attached hereto as Exhibit "A".

Section 2: That this Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2010

Table with 5 columns: VOTE, AYE, NAY, ABSENT, ABSTAIN. Rows list Trustees: Karen V. Mills, Cary J. Collins, Raymond M. Kincaid, Jacquelyn Green, Anna Newell, Gary J. Pilafas, and Mayor William D. McLeod.

APPROVED THIS _____ DAY OF _____, 2010

Village President

ATTEST:

Village Clerk

ADMINISTRATIVE PROCEDURES MANUAL

For

BOARDS AND COMMISSIONS

Village of Hoffman Estates, Illinois

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I. INTRODUCTION

1. Applicability

These procedures shall apply to all existing boards and commissions, whether established permanently or for a temporary special purpose, and appointed by the President with the advice and consent of the Board of Trustees or appointed by the corporate authorities voting jointly.

2. Purpose

Primarily, these procedures should provide information to commissions and boards, which will enable them to expeditiously complete their projects.

3. Questions

Any member of a board or commission who has a question regarding a project or procedure should first ask their respective chairman. If the matter is unresolved, then the chairman should contact the appropriate Staff Liaison. If a matter is still unresolved, feel free to contact the Assistant to the Village Manager.

For routine matters and general assistance, it will be appropriate to contact the Boards and Commissions Administrative Staff Assistant.

Likewise, the chairman may have policy questions of the Village President or the Standing Committee Trustee liaison. Either may be called by the chairman during normal working hours. Please remember, if the questions can be resolved through your Staff Liaison, please call that person. Notwithstanding the above, there is nothing herein that would be construed to limit the right of any board or commission member to speak directly to any elected official.

4. Municipal Code

These procedures are also intended to complement the ordinances or resolutions, which establish each board or commission. Every member should read their respective enabling ordinance and/or resolution. A copy is provided in the Boards and Commissions binder given to all members. Additional copies may be obtained from the Village Clerk.

II. PROCEDURES

1. Meeting Schedule Agendas and Changes

The Village distributes and posts a monthly schedule of meetings. Changes to the regular meeting schedule require public notice. Any changes made after the monthly calendar has been distributed, require written notice to the Village Clerk's office (form attached). Accordingly, the meeting notice form (attached) must be completed and given to the Village clerk for processing. Staff Liaisons or the Boards & Commissions Admin Staff Assistant will assist with completing this form. A permanent change of regular meeting requires 10 days' notice. Notice of change or cancellation must reach the Village Clerk's office within 48 hours of meeting.

Pursuant to the Illinois Open Meetings Act (see #5) agendas must be posted 48 hours in advance of the meeting at the Village Hall and at the location of the meeting. Special meetings shall have 48 hours' notice with the agenda limited "only" to the special items to be considered.

Meetings cancelled due to inclement weather shall be cancelled by the chairman prior to 4:00 p.m. on the evening of the meeting. The chairman must notify the Staff Liaison and the Boards & Commission Admin Staff Assistant in order to officially cancel the meeting and ensure that appropriate notice is provided to the Village Clerk's office for posting.

2. Quorum for Official Meeting

Statutory Boards/Commissions – Quorums

- Plan Commission
- Zoning Board of Appeals
- Fire & Police Pension Boards
- Fire & Police Commission

A majority of the authorized members of the commission or board constitutes a quorum to do business. "Authorized members" shall be the number of members authorized by the enabling Village resolution or ordinance. At an official meeting, a smaller number may convene and discuss matters, but the only formal action they may take is to set a new meeting date.

As boards/commissions increase, the number of members which constitutes a majority of a quorum also increases, as follows:

Number of Members	Quorum	Majority of a Quorum
3	2	2
5	3	2
7	4	3
9	5	3
11	6	4
13	7	4
15	8	5
17	9	5

Non-Statutory Commissions – Quorums

- All Boards/Commission not listed above.

Since case law does not address non-statutory boards and commissions, the traditional and related approach is used to count members to be those appointed and serving (and not count resigned members or vacancies not filled) for the purpose of quorum requirements. Further, the Village Board has instructed that a majority of a quorum (illustrated above) be the minimum number required for all official business of the non-statutory commissions to occur.

Number of Members	Quorum	Majority of a Quorum
3	2	2
5	3	2
7	4	3
9	5	3
11	6	4
13	7	4
15	8	5
17	9	5

3. Appointment and Vacancies

If a member resigns, it is the member's responsibility to forward a resignation letter, via U.S. Postal Service or email, to the Village President. The resignation letter will be brought to a Village Board meeting for formal action. However, should it come to the Board's attention that a member has moved out of the area or is no longer able to be contacted (i.e. outdated phone number(s), email, home address), written communication from the chair of the commission shall serve as notice of resignation.

Applications for vacancies are available through the Legislative Assistant to the Village Board. Interviews for persons interested in appointment are conducted by the President and Board of Trustees. Interviews are coordinated by the President and Board's Legislative Assistant.

Public announcement of vacancies is usually made through the Village newsletter, website, cable TV and press releases.

Actual appointment is made in accordance with Village ordinance/resolution.

Commissions are not permitted to establish formal offices unless made in accordance with Village ordinance/resolution. However, informal offices such as vice chair, secretary, etc. may be appointed by the Chair with the consent of the balance of the commission.

4. Tardiness and Absence

The rules on Tardiness and Absence are stated in the Resolution for Appointment Commissions and Boards Resolution No. 681-1987 as follows:

- A. **Tardiness:** A member shall be considered tardy twenty (20) minutes after the beginning of a scheduled meeting.

- B. **Absence:** An excused absence shall be considered any absence where the Chairman or Secretary of the Board of Commission is advised at least six (6) hours in advance of the meeting of the unavailability of the member. An unexcused absence shall be considered any absence where no communication is given to the Chairman or Secretary of the Board of Commission prior to the meeting. If any member shall accumulate more than four (4) excused or two (2) unexcused absences within a calendar year, the member may be contacted to determine if they wish to continue serving on the commission.
- C. **Leave of Absence:** A leave of absence may be granted by the Village Board of Trustees upon written request and good cause shown.

The Chairman is responsible for keeping attendance records for their respective board or commission. An attendance form is to be completed and forwarded to the Village President no later than April 15th of each year. (Example attached)

5. Open Meetings Act

As an advisory body of the Village, all boards and commissions are subject to the provisions of the ILLINOIS OPEN MEETINGS ACT (5 ILCS 120/1).

The applicable sections of the Act can be summarized as follows:

- A. A meeting is defined as the presence of a majority of a quorum gathered for the purpose of discussing public business. As an example, assuming there are eleven members on a commission and a quorum is defined as a simple majority. The Quorum would be six, and a majority of a quorum would be four.
- B. It is the policy that all meetings conducted by commissions and boards are open to the public. The State Act provides exceptions where meetings may be closed. It is highly unlikely there would be a closed meeting (except for Fire and police Commission). Most of the business conducted by commissions and boards would not qualify.

The exceptions are a) collective bargaining matters; b) acquisitions of property; c) litigation, actual or prospective, d) personnel hiring, dismissal or complaint. If a chairman believes there may be an occasion for closing a meeting, he should confer ahead of time with the Village's Corporation Counsel.
- C. An actual roll-call vote must be taken at an open meeting in order to hold a closed meeting. The vote must include reference to one or more of the exceptions.
- D. Minutes of the closed meeting are to be kept but need not be made public (they are held for a court subpoena). Minimum minutes should include: a) date, time, place; b) members present and absent; c) nature of matters discussed; d) no votes taken.

6. Member Responsibilities/Administrative Assistance

Administrative support is provided for boards and commissions to assist with routine clerical/secretarial duties.

It is the board or commission member's responsibility to make phone calls, coordinate arrangements and perform duties necessary for project completion. However, such work should be done in conjunction with consultation from the Staff Liaison. The Administrative Staff Assistant to the Boards/Commissions is available to perform typing, filing, receiving and sending information, and other functions.

It is recognized that there may be instances when a Village Administrative Staff Assistant is needed to perform duties beyond the typical scope of responsibility. Such additional work requires prior coordination from the Staff Liaison who must first consider the Administrative Staff Assistant's schedule. Should any question arise as a result of requests, which may not be getting done, please contact the Legislative Assistant to the Mayor and Trustees.

7. Staff Liaison

All staff personnel work under the direction of the Village Manager. The role of the Staff Liaison includes providing boards and commissions with professional advice and coordinating information and needs with other departments. Staff liaisons will attend meetings to participate in discussions. Staff Liaisons should also attend their respective board/commission activities

Village Staff is not intended to perform routine commission or board duties.

Always feel free to contact your Staff Liaison with questions.

A list of Standing Committee and liaison Assignments is attached.

8. Village Board Liaison Committee

Each board or commission is assigned to a Village Board Standing Committee. Quarterly (or as otherwise scheduled) activity reports, special project requests, solicitation requests, schedule changes and related matters will be forwarded to the respective committee through your Staff Liaison for placement on the appropriate agenda. Chairmen are encouraged to attend Board committee meetings to discuss these agenda items and receive direction/input.

9. Promoting Commission Events

Requests to promote upcoming Commission events and activities must be coordinated through the Communications Division via the Staff Liaison or the Commission Chairperson.

The Communications Division is responsible for promoting all Village events and activities. It does this through different public relations vehicles, including the Citizen newsletter for residents and businesses, the website (www.hoffmanestates.org), press releases, blast e-mails to eNews subscribers, the electronic message boards throughout the Village, Social Media sites including Facebook and Twitter, and HETV Channel 6 cable TV announcements, among others.

Requests will include relevant information (event name, date, time, location) and any imagery associated with the request. Requests may also include a preferred number of announcements and timing, (e.g., two weeks prior to the event, a week prior to the event, and the day of the event), but this is not required.

Requests can include which outreach method the Commission would like to utilize, but all submissions will be reviewed on a case-by-case basis. For example, some events will only utilize one or two of these outlets, while others may appear on all of them. Final promotional vehicle selection(s) will be made by the Communications Division based upon relevance, timeliness, scope, and audience.

10. Building Security

The Staff Liaison is responsible for opening and closing the Village offices used as a result of a meeting.

Accordingly, members and guests should not wander through the Village offices before, during or after meetings.

11. Identification Cards

Upon appointment to a Board or Commission, an identification card will be issued by the Village President. The Staff Liaison of the respective Board/Commission will contact the new member regarding meeting information. The Boards and Commissions Administrative Procedures Manual will be presented by the Staff Liaison at the first meeting after appointment. Orientation will be completed by the Chair and/or Staff Liaison no later than the second meeting after appointment.

12. Contracts

Only the Village Manager or the Village President is empowered to enter into a contract on behalf of the Village. All contracts should be prepared with the name of the Village Manager or Village President as the authorized signator. A commission member may be listed as a "contact" only. Completion of the Contract Review and approval form is the responsibility of the Staff Liaison. This form is to be completed prior to the Village Manager's or Village President's signature.

13. Mail

For legal purposes, all official mail (e.g. all contracts & proposals) is to be sent to the Village Hall, 1900 Hassell Road, Hoffman Estates, IL 60169 – not to home addresses. It is the policy of the Village that addresses and telephone numbers are not distributed to the general public. Inquiries received at the Village Hall will be forwarded to the volunteer by the Staff Liaison or Boards & Commissions Administrative Staff Assistant.

14. Meeting Agendas and Minutes

The Chairman and Staff Liaison jointly will prepare the meeting agenda and submit the agenda to the Board and Commissions Administrative Staff Assistant fourteen (14) days prior to the meeting. This will allow time to distribute the packets and post the agenda.

A Sample agenda is attached.

Each commission or board will appoint a member to take meeting minutes. All Staff Liaisons have been instructed not to take meeting minutes. Exceptions to this procedure apply to the Zoning Board of Appeals and Plan Commission.

Meeting minutes should contain the date, time and place of the meeting; members present and absent; summary of all discussion on all matters proposed, deliberated or decided in record of any votes taken. Once taken, typed minutes should be given to the Boards and Commissions Administrative Staff Assistant within forty-eight (48) hours of the meeting. The Boards and Commissions Administrative Staff Assistant will photocopy and distribute packets (including the agenda for the next meeting) to all members, President and Board, and appropriate staff one week prior to the next meeting. Minutes shall be approved at a subsequent meeting upon the vote of members present at the prior meeting. Abstentions are counted with the majority. No commission or board may create sub-committees, but members of the Commission or board may be assigned to meet in project groups or work sessions so long as they are in compliance with the Open Meetings Act which would require a majority of a minimum quorum to give notice (example: with a membership of 9, notice is required if 3 or more meet).

15. Meeting Rules of Order

All meetings should be conducted in accordance with Robert's Rules of Order (current edition available for reference in the Village Clerk's office and with the Boards and Commissions Administrative Staff Assistant) with the understanding that sometimes formalities may be waived. The chairman is responsible for ensuring that decorum is maintained and that the business before the board or commission is properly completed.

16. Electronic Attendance at Meetings

The following rules shall apply for the participation by a Board or Commission member through the use of electronic means:

A. The member must assert one of the following three reasons why he or she is unable to physically attend the meeting:

- 1) the member cannot attend because of personal illness or disability;
- or
- 2) the member cannot attend because of employment purposes or the business of the Village; or
- 3) the member cannot attend because of a family or other emergency.

B. A quorum of a quorum of members must be physically present at the location of the meeting. Only one member of the Board or Commission who is not physically present at any meeting may participate in the meeting by electronic means consistent with the rules set forth in this section.

C. The member shall notify the Boards and Commissions Village Staff Liaison, and the Boards & Commissions Assistant by 3:00 p.m. on the scheduled day of the meeting, unless impractical, so that necessary communications equipment can be arranged. Notice can be made by email or phone call and the time of phone call will be documented. The Village Staff Liaison or the Boards & Commissions Assistant will notify the Chairperson of the Board or Commission

of the request for electronic attendance. Inability to make the necessary technical arrangements will result in the denial of a request for remote attendance. The meeting shall also take place in a room with electronic capabilities to handle the electronic attendance.

D. At the commencement of any such meeting of the Board or Commission, the Chairperson shall announce such method of attendance of the member participating by electronic means to the public and the reason.

E. If the Chairperson of the Board or Commission attends the meeting through the use of other means, he or she shall vacate the chair and a temporary chair who is physically present shall preside.

F. When a member of a Board or Commission attends a meeting via electronic means, all votes shall be by roll call.

G. When electronic means are used to allow a member to participate in a meeting without being physically present, each time a member using such other means wishes to speak, such member shall endeavor to identify himself or herself by name and be recognized by the Chairperson before speaking.

H. No more than one (1) member may attend a meeting through the use of electronic means. This will be determined on a first come first served basis.

I. Members are limited to two (2) instances of electronic attendance per calendar year.

17. Budget/Purchasing

Each year, limited funds are budgeted for programs anticipated by boards and commissions. These budgeted funds are part of the Village's administrative budget and disbursement requires compliance with the Village purchasing procedures (Municipal Code 4-7-4(I)). These procedures are monitored by the Department of Finance.

Should there be anticipation of spending money on a project, prior approval from the standing committee or the Village Manager is necessary. Once approval is received, the chairman must contact the Staff Liaison in order to follow required procedures.

Should the Commission wish to change the approved budget after a Board or Commission budget is approved as part of the annual budget process, the Commission/Board may with the approval of the Village Manager move up to \$1,000 between projects or functions. Changes in actually programming or above the \$1,000 line would need to go to the Standing Committee.

Chairmen or other members who order and/or purchase items without approval and not in accordance with Village procedures may be responsible for paying any invoices themselves.

The following chart summarizes the information presented in the Municipal Code:

Purchase Amount	Instructions
Under \$2,500	Competitive quotes not required if single source pricing is deemed reasonable by Department Director or Financial Services Manager
\$2,500 - \$5,000	Two quote minimum, three quotes preferred
\$5,001 - \$19,999	Three quote minimum required; if three quotes unavailable, must present to Village Board for approval
Over \$20,000	Formal Sealed bids and Village Board approval required

Only the Village Board or Village Manager may approve expenditures. Approval simply authorizes the Staff Liaison to be contacted in order to initiate the proper requisition and purchase procedures.

For budget preparation purposes, if there is the anticipation of project expenses in the upcoming fiscal year (January 1 to December 31), please work with the Staff Liaison to prepare Budget Worksheets which are due in August each year. The Staff Liaison will be available to assist with these steps.

18. Solicitations

The Village permits Boards and Commissions to conduct solicitations subject to Standing Committee approval. Solicitation shall mean petitioning of businesses/individuals requesting funds or in-kind services or commodities. All requests for solicitation require the approval of a Board's/Commission's Standing Committee. These requests shall be in written form, containing a description of the project, target audience, method of solicitation, benefits of project(s), anticipated target dates for initial and follow-up solicitation contacts and be presented to the respective liaison Standing Committee at least 60 days prior to the anticipated date of solicitation.

Solicitations are to be included in the Boards/Commission Budget. Solicitations needing target business addresses(s) from the Village Clerk's Office are to be delivered pre-stuffed to the Office of the Village Clerk 10 working days prior to target solicitation date mailing.

19. Ethics

There is a code of ethics established for officials, appointees, and employees of the Village of Hoffman Estates (see attached).

Chapter 15

GOVERNMENTAL ETHICS

Article 1. Policy and Purpose

- | | |
|--------------|--------------------------|
| Sec. 15-1-1. | Policy and purpose. |
| Sec. 15-1-2. | Definitions. |
| Sec. 15-1-3. | Code of conduct. |
| Sec. 15-1-4. | Conflict of Interest. |
| Sec. 15-1-5. | Financial disclosure. |
| Sec. 15-1-6. | Penalties for violation. |

Article 2. State Gift Ban Act

- | | |
|--------------|------------------|
| Sec. 15-2-1. | Adoption of Act. |
|--------------|------------------|



ARTICLE 1. POLICY AND PURPOSE

Section 15-1-1. Policy and Purpose.

A. It is essential to the proper operation of democratic government that public officials be independent and impartial; that governmental decisions and policy be made through proper channels; that public office not be used for private gain; and that there be public confidence in the integrity of government. Public officials, appointees and employees must serve their government in a fiduciary capacity and must not bestow special consideration upon any person merely because of that person's relationship to an official or employee. The attainment of these ends is impaired whenever there exists conflict between the private interests of a public official or employee and his duties as such. The public interest therefore requires that the law protect against such conflicts of interest and establish appropriate ethical standards with respect to the conduct of elected officials, appointees and government employees in situations where conflict exist, as well as in situations where conflict might develop.

B. It is also essential to the proper operation of government that those best qualified be encouraged to serve the government. Accordingly, legal safeguards against conflicts of interest must be so designed as not unnecessarily or unreasonably to impede the recruitment and retention by the government of those men and women who are best qualified to serve it. The right of each official, appointee and employee to privacy in their financial affairs must not, therefore, be limited beyond that disclosure necessary to ensure the integrity of government. Moreover, because an essential principle underlying the staffing of our government is that its officials and employees should not be denied the opportunity, available to all other citizens, to acquire and retain private economic and other interests, such opportunity should not be limited unless conflicts with the responsibility of such officials, appointees and employees to the public cannot be avoided.

C. It is the policy and purpose of this Chapter to implement these objectives of protecting the integrity of the Village of Hoffman Estates and of facilitating the recruitment and retention of qualified personnel by prescribing essential restrictions against conflicts of interest in municipal government without creating unnecessary barriers to public service and by establishing a Code of Ethics for officials, appointees and employees of the Village of Hoffman Estates.
(Ord. No. 3855-2006, § 1, 9-5-06)

Section 15-1-2. Definitions.

[The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

A. "*Official*" shall mean any person elected or appointed to an elective office in the Village of Hoffman Estates.

B. "*Appointee*" shall mean any person not otherwise an "official" or "employee" who is appointed to a Board of Commission under authority of Chapter 4 of the Hoffman Estates Municipal Code.

C. *"Employee"* shall mean any person employed by the Village of Hoffman Estates whether part-time or full-time.

D. *"Financial Interest"* shall mean any economic interest or relationship, whether by ownership, trust, purchase, sale, lease, contract, option, investment, employment, gift, fee, or otherwise; whether present, promised, or reasonably expected; whether direct or indirect; whether or not legally enforceable; whether in the person itself or in a parent or subsidiary corporation, or in another subsidiary of the same parent. An indirect financial interest shall include, but is expressly not limited to, any economic interest, as set forth above, of a spouse or minor child, as well as any economic interest held by an agent on behalf of an official, appointee or employee, his spouse or minor child, by a business entity managed or controlled by, or by a trust in which an official, appointee or employee has a substantial interest. A business entity is controlled by an official, appointee or employee when he, his spouse or his minor child, singly or in the aggregate, possess a majority ownership interest in the entity. An official, appointee or employee has a substantial interest in a trust when he, his spouse or his minor child, singly or in the aggregate, have a present or future interest worth more than \$1,000.00. "Financial Interest" shall not include ownership through purchase at fair market value of less than one percent of the share of a parent, subsidiary or other affiliated corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934. "Financial Interest" shall also not include authorized compensation or salary paid to an official, appointee or employee for services rendered to the Village of Hoffman Estates, or any economic benefit provided equally to all residents of the Village of Hoffman Estates.

E. *"Compensation"* shall mean any money, thing of value or other pecuniary benefit received or to be received in return for, or as reimbursement for, services rendered or to be rendered.

F. *"Person"* shall mean any individual, entity, corporation, proprietorship, partnership, firm, association, trade union, trust, estate or group, as well as any parent or subsidiary of any of the foregoing entities, whether or not operated for profit.

G. The term *"contribution"* as used herein shall be defined as provided in 10 ILCS 5/9-1-4. (Ord. No. 3855-2006, § 1, 9-5-06)

Section 15-1-3. Code of Conduct.

A. *Fiduciary Duty.* Officials, appointees and employees shall at all times in the performance of their public duties owe a fiduciary duty to the Village of Hoffman Estates.

B. *Improper Influence.* No official, appointee or employee shall make, participate in making or in any way attempt to use his position to influence any governmental decision or action in which he knows or has reason to know that he has a financial interest. An official, appointee or employee has a financial interest in a governmental decision or action when it is reasonably foreseeable that said decision or action will have a material effect on said official, appointee or employee distinguishable from its effect on the public generally.

C. *Criminal Misconduct.* An official, appointee or employee shall not commit the act of bribery, intimidation, official misconduct or perjury. Proof of such offenses shall be evidenced by a certified record of conviction in any court of jurisdiction. The additional penalty herein shall be limited to Section 15-1-6-A-3.

D. *Use or Disclosure of Confidential Information.* No current or former public official, appointee or employee shall use or disclose, other than in the performance of his official duties and responsibilities, confidential or other non-public information gained in the course of or by reason of his position or employment and identified to such official, appointee or employee in writing by the Corporation Counsel, Village Manager or Village Board as a confidential matter.

E. *Regulations of Business While Official, Appointee or Employee is Associated.* Whenever the Village Board or a committee or other subdivision thereof, or any Village department, agency, board, commission or any other body, undertakes consideration of any matter in which one of its members or employees has a financial interest, said member or employee shall refrain from all official activity respecting such matter and shall publicly state the nature and extent of his interest in the matter during any deliberation thereon. However, such an interested member or employee shall be considered present for purposes of establishing a quorum.
(Ord. No. 3855-2006, § 1, 9-5-06)

Section 15-1-4. Conflict of Interest.

A. *Interest in Village Business.*

1. No official, appointee or employee shall have a financial interest in his own name or in the name of any other person in any contract, work or business of the Village of Hoffman Estates, or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid either from the Village treasury or by an assessment levied by any ordinance.

Money paid by the Village to an official, appointee or employee as compensation for property taken pursuant to the Village's eminent domain power shall not constitute a financial interest within the meaning of this Article. Unless sold pursuant to a process of competitive bidding following public notice, no official, appointee or employee shall have a financial interest in the purchase of any property that:

- a. Belongs to the Village, or
- b. Is sold for taxes or assessments, or
- c. Is sold by virtue of legal process at the suit of the Village.

2. The foregoing notwithstanding, this provision shall not prohibit an official, appointee or employee from having a financial interest in any contract, work or business of the Village of Hoffman Estates, but only if:

- a. The contract, work or business of the Village is awarded pursuant to a process of competitive bidding following public notice; and
- b. The contract, work or business is with a person in which such interested official, appointee or employee has less than a five percent share in the ownership and from which he derived income of less than \$25,000.00 during the preceding calendar year; and
- c. Such interested official, appointee or employee publicly discloses the nature and extent of his interest prior to the commencement of any deliberations, or the taking of any official action, concerning the contract, work or business; and
- d. Such interested official, appointee or employee abstains from deliberating or voting on, or taking any official action with respect to the contract, work or business; and

e. The award of the contract, work or business would not cause the aggregate amount of all such contracts, work or business so awarded to the same person in the same fiscal year to exceed \$25,000.00.

B. *Employment of Relatives--Restrictions.*

1. For purposes of this Article, the following terms shall have the following meanings:

a. "*Agency*" shall mean the Village Board, any committee, or other subdivision thereof, as well as any Village department, agency, commission, board or other body.

b. "*Relative*" shall mean any person who is related to an official or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepbrother, stepsister, half brother or half sister.

c. "*Employ*" shall mean hire, appoint, promote, advance, transfer or in any other manner establish or alter the employment status of any person.

2. No official or appointee shall employ or advocate for employment, in any agency over which said official or appointee either serves or exercises jurisdiction or control, any person (i) who is a relative of said official or appointee or (ii) in exchange for or in consideration of the employment of any of said official's appointee's relatives by any other official, appointee or employee.

3. Any person employed after the enactment of this Article and in violation of this Code and in violation of this Article is not entitled to compensation, and money may not be paid from the Village treasury as compensation to an individual so employed.

C. *Solicitation of Contributions.* No person shall compel, coerce or intimidate any official, appointee or employee of the Village of Hoffman Estates into making, or refraining from making, any political contribution or into engaging in any form of political activity. Nothing herein shall be construed to prevent any such official, appointee or employee from making such a contribution or from engaging in political activity voluntarily.
(Ord. No. 3855-2006, § 1, 9-5-06)

Section 15-1-5. Financial Disclosure.

A. For purpose of this Article, each elected official of the Village, and certain appointees and employees are required by 5 ILCS 420/4A-101 to file a statement of economic interest.

B. By May 1 of each year, each such elected official, appointee and employee shall file a photocopy of the Statement of Economic Interest as required by 5 ILCS 420/4A-101 that is required to be filed with the County Clerk. Such statement shall be filed with the Village Clerk. If a person required to file such statement fails to file by May 1 of any year, the Village Clerk shall notify such person with seven days after May 1 of his or her failure to file and such person shall not be considered in violation of this Article until May 15 of any year for failure to file such statement.

(Ord. No. 3855-2006, § 1, 9-5-06)

Section 15-1-6. Penalties for Violation.

A. *Penalties.*

1. Any person found guilty of knowingly violating, disobeying, omitting, neglecting, or refusing to comply with any of the provisions of this Chapter, except when otherwise specifically provided, upon conviction thereof shall be punished by a fine of not less than \$10.00 nor more than \$500.00. Any such offenses may also be punishable as a misdemeanor by incarceration for a term not to exceed six months under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code, as amended, and under the provisions of the Illinois Code of Criminal Procedures, as amended, in a separate proceeding. All actions seeking the imposition of fines only shall be filed as quasi-criminal action subject to the provisions of the Illinois Code of Civil Procedures, as amended.

2. Prosecutions for violation of the provisions of the Chapter shall be initiated and prosecuted by the Corporation Counsel of the Village of Hoffman Estates.

3. The penalties provided in this Chapter do not limit either the power of the Village Board to discipline its members or the powers of any other Village department, agency, or commission to otherwise discipline officials, appointees or employees of the Village of Hoffman Estates.

4. Nothing in this Chapter is intended to or is to be construed as repealing in any way the provisions of any other law of the State of Illinois or ordinance of the Village of Hoffman Estates.

B. *Void Contract; Invalid Licenses, Permits, Actions.* Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter shall be void as to the Village of Hoffman Estates. Any permit, license, ruling, determination, or other official action of the Village Board, a committee or other subdivision thereof, or of any Village department, agency, board, commission, or other body, applied for or in any other manner sought, obtained or undertaken in violation of any of the provisions of this Chapter shall be invalid and without any force or effect whatsoever.

C. *Disgorging Corporation Opportunity.* Any current or formal official, appointee or employee shall, upon demand of the Corporation Counsel, account for all benefits accruing to such official, appointee or employee as a result of any violation of the provisions of this Chapter. Any current or formal official, appointee or employee receiving any such benefits in violation of any of the provisions of this Chapter shall disgorge such benefits and, in addition to any other penalty provided herein, shall be subject to a penalty equal to two times the amount of such benefits. In the event that any such official, appointee or employee refuses to account for benefits received in violation of any of the provisions of this Article, the Corporation Counsel may seek an accounting in a court of law.

D. *Severability.* If any provision of this Chapter or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity does not affect other provisions or applications of this Chapter which can be given effect without the invalid application or provisions, and to this end each such invalid provision or invalid application of this Chapter is severable, unless otherwise provided by this Chapter. It is hereby declared to be the legislative intent of the Village of Hoffman Estates that this Chapter would have been adopted had any such unconstitutional or otherwise invalid provision or application not been included.

(Ord. No. 3855-2006, § 1, 9-5-06)

ARTICLE 2. STATE GIFT BAN ACT

Section 15-2-1. Adoption of Act.

- A. The regulations of Sections 5-15 (5 ILCS 430/5-15) and Article 10 (5 ILCS 430/10-10 through 10-40) of the State Officials and Employees Ethics Act, 5 ILCS 430/1-1 et. seq. (hereinafter referred to as the "Act" in this section) are hereby adopted by reference and made applicable to the officers and employees of the Village to the extent required by 5 ILCS 430/70-5.
- B. The solicitation or acceptance of gifts prohibited to be solicited or accepted under the Act, by any officer or any employee of the Village, is hereby prohibited.
- C. The offering or making of gifts prohibited to be offered or made to an officer or employee of the Village under the Act, is hereby prohibited.
- D. The participation in political activities prohibited under the Act, by an officer or employee of the Village, is hereby prohibited.
- E. For purposes of this section, the terms "officer" and "employee" shall be defined as set forth in 5 ILCS 430/70-5(c).
- F. The penalties for violations of this Section shall be the same as those penalties set forth in 5 ILCS 430/50-5 for similar violations of the Act.
- G. This section does not repeal or otherwise amend or modify any existing ordinances or policies which regulate the conduct of Village officers and employees. To the extent that any such existing ordinances or policies are less restrictive than this Section, however, the provisions of this section shall prevail in accordance with the provisions of 5 ILCS 430/70-5(a).
- H. Any amendment to the Act that becomes effective after the effective date of this section shall be incorporated into this section by reference and shall be applicable to the solicitation, acceptance, offering and making of gifts and to prohibited political activities. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this section by reference without formal action by the corporate authorities of the Village.
- I. If the Illinois Supreme Court declares the Act unconstitutional in its entirety, then this section shall be repealed as of the date that the Illinois Supreme Court's decision becomes final and not subject to any further appeals or re hearings. This section shall be deemed repealed without further action by the Corporate Authorities of the Village if the Act is found unconstitutional by the Illinois Supreme Court.
- J. If the Illinois Supreme Court declares part of the Act unconstitutional but upholds the constitutionality of the remainder of the Act, or does not address the remainder of the Act, then the remainder of the Act as adopted by this section shall remain in full force and effect; however, that part of this section relating to the part of the Act found unconstitutional shall be deemed repealed without further action by the Corporate Authorities of the Village.
- (Ord. No. 3855-2006, § 1, 9-5-06)

ORDINANCE NO. _____ - 2010

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING
SECTION 8-3-22, NUMBER OF LICENSES
OF ARTICLE 3, ALCOHOLIC LIQUORS,
OF THE HOFFMAN ESTATES MUNICIPAL CODE

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

Section 1: That Section 8-3-22, NUMBER OF LICENSES, of the Hoffman Estates Municipal Code be and the same is hereby amended to read as follows:

The number of licenses issued to persons for the sale of alcoholic liquors by the Village of Hoffman Estates shall be limited to forty-three (43) Class "A" licenses, two (2) Class "AA" licenses, thirteen (13) Class "B" licenses, unlimited Class "C" licenses, three (3) Class "D" licenses, one (1) Class "DD" license, one (1) Class "F" license, one (1) Class "G" license, unlimited Class "H" licenses, and eleven (11) class "LC" licenses.

Section 2: That any person, firm or corporation violating any of the provisions of this Ordinance shall be subject to a fine of not less than Ten Dollars (\$10.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

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

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

PASSED THIS _____ day of _____, 2010

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 _____, 2010

Village President

ATTEST:

Village Clerk
Published in pamphlet form this _____ day of _____, 2010.

RESOLUTION NO. _____ - 2010

VILLAGE OF HOFFMAN ESTATES

A RESOLUTION DIRECTING THE PREPARATION OF COMPREHENSIVE LISTS OF PERSONNEL COSTS

WHEREAS, the Village of Hoffman Estates expends substantial funds for the purpose of retaining Village employees; and

WHEREAS, it is in the public interest that Village residents know how municipal revenues are being spent; and

WHEREAS, an open and transparent government is beneficial and desirable.

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 Manager shall prepare a list of all Village employees and the gross compensation for each employee for the 2009 budget year.

Section 2: The Village Manager shall prepare a list of all current employees and the corresponding budgeted salary for the 2010 budget year for each employee. The budgeted salary for each employee shall also include all costs associated with the employment of each employee including, but not limited to, salary, FICA and all other payroll taxes, fringe benefits, including but not limited to pension contributions, worker's compensation costs, health insurance, dental and life insurance, and allocated PSEBA benefits where applicable.

Section 3: The Village Manager shall prepare a chart of all paid days off allowed for Village employees including, but not limited to, sick days, vacation days, personal days and holidays.

Section 4: These documents are to be given to the Mayor and Board of Trustees no later than twenty-one (21) days after passage of this Resolution.

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

PASSED THIS _____ day of _____, 2010

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 _____, 2010

Village President

ATTEST:

Village Clerk