

**AGENDA**  
**PLANNING, BUILDING AND ZONING COMMITTEE**  
**Village of Hoffman Estates**  
**February 8, 2010**

**Immediately Following the Transportation & Road Improvement Committee**

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

**I.     Roll Call**

- II.    Approval of Minutes -**     January 11, 2010  
  January 18, 2010 (*Special Meeting*)  
  January 25, 2010 (*Special Meeting*)  
  February 1, 2010 (*Special Meeting*)

**NEW BUSINESS**

1.     Request approval of a resolution to endorse the Advanced Building Codes Training Project offered by the Metropolitan Mayors Caucus to ComEd Community Energy Challenge municipalities.
2.     Request approval of an interim contract with Ticketmaster for event ticketing services at the Sears Centre Arena through June 2010.
3.     Request acceptance of Department of Development Services monthly report for Planning Division.
4.     Request acceptance of Department of Development Services monthly report for Code Enforcement Division.
5.     Request acceptance of Department of Development Services monthly report for Economic Development and Tourism.

**III.   President's Report**

**IV.   Other**

**V.    Items in Review**

**VI.   Adjournment**

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

January 11, 2010

**I. Roll Call**

**Members in Attendance:**

**Karen Mills, Vice Chairperson  
Ray Kincaid, Trustee**

**Other Corporate Authorities  
in Attendance:**

**Trustee Cary Collins  
Trustee Jackie Green  
Trustee Anna Newell  
Mayor William McLeod**

**Management Team Members  
in Attendance:**

**Jim Norris, Village Manager  
Arthur Janura, Corporation Counsel  
Dan O'Malley, Deputy Village Manager  
Mark Koplín, Asst. Vlg. Mgr., Dev. Services  
Don Plass, Director of Code  
Mike Hankey, Director of Transportation  
Gary Skoog, ED Coordinator  
Peter Gugliotta, Director of Planning  
Bev Romanoff, Village Clerk  
Rebecca Suhajda, Administrative Intern**

**Others in Attendance**

**Reporter from *Daily Herald & Chicago Tribune***

The Transportation and Road Improvements Committee meeting was called to order at 7:56 p.m.

Trustee Pilafas is absent as he is out of the country on business.

**II. Approval of Minutes**

Motion by Trustee Green, seconded by Trustee Collins, to approve the Planning, Building & Zoning Committee meeting minutes of December 14, 2009. Voice vote taken. Abstain: Trustee Green. Motion carried.

**NEW BUSINESS**

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

An item summary sheet was submitted to the Committee.

Trustee Kincaid asked Mr. Janura, Village Corporation Counsel, to address the hiring process highlighted in section three. Mr. Janura responded that if the Village hired one of Monterrey's employees and if the Village were to be sued and if the court were to find that the Village was liable, then the contract provision could be used to assess damages at \$5,000 and Monterrey

would not have to prove up in court their actual damages. Mr. Janura explained that under this agreement, the Village admits that Monterrey will sustain \$5,000 in damages for each employee that the Village hires away from Monterrey. Mr. Janura stated that he tried to remove this term from the contract during negotiations, but Monterrey believed that this was a very important provision. Mr. Janura stated that the fact that since this is a month to month lease and that before the Village could be liable the Village would actually have to hire away one of Monterrey's employees, Mr. Janura thought that there would be relatively minor risk involved.

Trustee Kincaid asked Mr. Janura to explain section 4A to the Village Board. Mr. Janura explained that the provision is basically saying that there are no third party beneficiaries to the contract, so if someone suffers some damages because security services were not where they should be, then Monterrey does not owe that person any duties.

Trustee Kincaid asked what insurances the Village has in the instance that a Monterrey employee does something the Village does not agree with and Mr. Janura replied that in paragraph 5 there was a provision for liability insurance and the last sentence in sub paragraph A states that "such insurance shall include a contractual liability provision or endorsement insuring subcontractors indemnity obligations under the contract with the client listed as an additional named insured." Mr. Janura stated that if Monterrey's employees were to do something wrong and as a result Monterrey and the Village was to be sued, then the Village would be covered fully by Monterrey's insurance policy.

Trustee Collins stated that he suggests that the Village write their own contract. Mr. Janura stated that he did draft a new agreement that did not include all of the indemnity provisions that Monterrey originally included in the first contract. Mr. Janura stated that he did try to follow what they had in the first agreement had so that it would be easier for their management to accept the contract. Trustee Collins identified a typo in paragraph 8.

Trustee Mills stated that she appreciated all of the time and effort that went into the contract over the holiday period.

Motion by Trustee Collins, seconded by Mayor McLeod, to approve an interim contract with Monterrey Security Consultants, Inc. of Chicago, IL, for event security at the Sears Centre Arena at the hourly rates included in the contract from January 1-March 31, 2010. Voice vote taken. All ayes. Motion carried.

**2. Request approval by JCL Bioassay Corporation for a plat of easement for a new water main on the JCL Bioassay property at 2860 Forbs Avenue.**

An item summary sheet was submitted to the Committee.

Motion by Trustee Collins seconded by Mayor McLeod, to approve JCL Bioassay Corporation for a plat of easement for a new water main on the JCL Bioassay property at 2860 Forbs Avenue. Voice vote taken. All ayes. Motion carried.

**3. Request by Alexian Brothers Behavioral Health Hospital for Village endorsement of an anniversary celebration and to allow the installation of temporary banners mounted on light poles.**

An item summary sheet was submitted to the Committee.

Trustee Mills stated that this request is a normal request and is within the Village's guidelines.

Motion by Trustee Collins, seconded by Mayor McLeod, to approve a request by Alexian Brothers Behavioral Health Hospital for Village endorsement of an anniversary celebration and to allow the installation of temporary banners mounted on light poles. Voice vote taken. All ayes. Motion carried.

**4. Request approval of the creation of a restaurant discount program encouraging Hoffman Estates residents and hotel guests to eat in Hoffman Estates restaurants.**

An item summary sheet was submitted to the Committee.

Trustee Mills stated that she believed this was a great idea. Trustee Mills stated that she saw that Elk Grove is doing a similar program and she knew that the Village was looking to do this kind of program.

Trustee Kincaid asked for clarification that the program would be for the entire Village and not just the restaurants near the Sears Centre. Mr. Norris replied that it would be a Village-wide program.

Trustee Mills asked if the Village was planning to include fast-food restaurants, similar to Elk Grove Village's program and Mr. Skoog replied that the Village was starting with independent restaurants first because the chain restaurants had lengthy approval processes. Mr. Skoog explained that as more restaurants were interested in participating, the website would be updated to include additional restaurants and participants.

Trustee Mills stated that she knew that the high schools sell discount cards and that it gives you a discount at area vendors. Trustee Mills stated that she believed this would be a great benefit to visitors and residents.

Motion by Mayor McLeod, seconded by Trustee Kincaid, to approve of the creation of a restaurant discount program encouraging Hoffman Estates residents and hotel guests to eat in Hoffman Estates restaurants. Voice vote taken. All ayes. Motion carried.

**5. Request by Shorewood Property Investments, LLC for direction to proceed with the negotiation of amendments to the Beverly Properties Annexation Agreement to add a commercial component as part of an apartment development at the southwest corner of Higgins and Beverly Roads.**

An item summary sheet was submitted to the Committee.

Mr. Gugliotta stated that the corner of the Plote property, approximately 36 acres, is currently zoned A-1 apartment district and under the annexation agreement they have rights to build 415 apartment units. Mr. Gugliotta stated that the developer has come in and is talking about moving forward with the project at this time. Mr. Gugliotta explained that the developer wanted the Village Board's input on the laid out a plan with the 415 apartments and 4 ½ acres dedicated to commercial development at the corner of Beverly Road and Higgins Road for a certain period of time while they build out the rest of the apartment complex. According to Mr. Gugliotta, the developers hope that they would find a service retailer that would complement the apartment development. Mr. Gugliotta also stated that if finding a commercial retailer does not work within a timeframe to be defined in the agreement, then they are asking that they be permitted to go back and build an additional four buildings on that corner as a fall-back option. Mr. Gugliotta noted that there was a mistake in the cover memo in the numbers under the discussion paragraph where it says 33 units; it should really say an additional 72 units (four buildings with 18 units each). Mr. Gugliotta stated that on a concept level, this plan layout generally works.

Trustee Mills asked for confirmation that while all of the details were not ironed out now, the developer was looking to see if there was interest from the Board and Mr. Gugliotta confirmed. Mr. Gugliotta stated that similar to what was done on the Beacon Pointe project, there is a standing annexation agreement which dictates what they developer is allowed to do and at this point, the agreement does not allow for commercial development. Trustee Mills stated that commercial is something that the Village Board has been looking for on that corner.

Mr. Mike Origer introduced himself and his team to the Village Board. Mr. Mike Origer stated that the property was acquired approximately 30 years ago in a joint ownership between the Origer family and the Plote family. Mr. Mike Origer stated that his father was involved in the apartment business over 50 years ago and Mr. Mike Origer started in the apartment business for 20 years. Mr. Mike Origer stated that they incorporated their experiences from previous projects. Mr. Mike Origer stated that the site was configured to be less monotonous and more pleasant for the people who drive by the complex and live in the complex. Mr. Mike Origer explained that open space in the development was combined and that pedestrian connections were included in the subdivision. Mr. Mike Origer said that the commercial development on the corner of the property would be an asset to the community. Mr. Mike Origer stated that IDOT was in support of the right in and right out and that the access on Beverly Road was important for the commercial area. Mr. Mike Origer added that in case there isn't any interest from a retailer in the commercial space, they would like to convert it back to apartment zoning.

Trustee Collins stated that one of the concerns that the people have out in western Hoffman Estates is the use of multi-family housing because some of the most expensive homes in Hoffman Estates are located on the west side. Trustee Collins asked if Mr. Mike Origer was hoping to reduce the number of apartments in order to include commercial and Mr. Mike Origer responded that they were not going to reduce the number of apartments. Mr. Mike Origer stated that the annexation agreement allowed for 415 apartments and if the commercial development was not successful, then they would like to add an additional 72 apartments to the plan. Mr. Mike Origer clarified that the annexation agreement called for a maximum of 1,600 apartments. Trustee Collins stated that he would support commercial use, but he would not support more apartments than what was provided for under the annexation agreement. Mr. Mike Origer clarified that the priority was developing the commercial component of the property and not adding more apartments.

Trustee Collins stated that there was another developer that was asked to develop the commercial before moving forward with the residential. Trustee Collins asked if the apartments would be marketed prior to the commercial marketing. Mr. Mike Origer stated that they would look to sell the commercial component of the land to a developer suited for building and managing retail outlets.

Mr. Jim Origer stated that the commercial site is not large enough to service with sewer and water without being developed in conjunction with the apartment buildings. Trustee Mills stated that it would be easier to market the commercial site once there were more rooftops near the location. Mr. Mike Origer agreed and stated that it would not be practical to develop only the commercial site from a cost standpoint.

Trustee Collins stated that the concern was that the apartments would be built and then the commercial would be vacant for a long period of time. Mr. Mike Origer agreed and stated that they had previous experience with a similar situation at Park Place. Trustee Collins stated that the Village Board had the same concerns with a development south of the Plote land location.

Mr. Ryan Trottier with Plote Companies stated that the apartments would help fuel the take-off of the retail property. Mr. Trottier stated the timing of converting the zoning to commercial would need to be determined by working with staff.

Mr. Mike Origer stated that he understood that the Village Board was concerned about the apartment community and that he believed that it would be a premium apartment community. Mr. Mike Origer shared the elevations and details of the properties.

Trustee Collins stated that parking would eventually be a problem and he asked how the developers planned for parking. Mr. Mike Origer replied that current calculations for parking were determined using a factor of 1.8 per apartment. Trustee Mills asked if the Village would require a factor of two cars per apartment and Mr. Gugliotta replied that the code is not two cars per unit.

Trustee Collins asked if there would be parking places plus garage units and Mr. Mike Origer replied that there would be.

Trustee Mills asked how soon they were interested in starting construction on the apartment buildings and Mr. Mike Origer replied that they were ready to get started with blue prints and construction. Trustee Mill stated that the Village Board needs to have a firm commitment of time for the marketing of the commercial plot.

Motion by Mayor McLeod, seconded by Trustee Green, to approve staff to negotiate a formal amendment to the Beverly Properties Annexation Agreement to allow a portion of the A-1 zoned site to be changed to commercial zoning for a certain time period, after which additional apartment units would be permitted if commercial development does not occur. Voice vote taken. All ayes. Motion carried.

**6. Request by Summit Street LLC (Kenar Homes) for direction to proceed with the negotiation of amendments to the Autumn Woods Annexation Agreement regarding the introduction of new housing product and changes to the land plan.**

An item summary sheet was submitted to the Committee.

Mr. Gugliotta described the location of Autumn Woods and the history of annexation and development. Mr. Gugliotta stated that the developer has 75 platted lots and is looking for opportunities to introduce new housing product to the development.

Mr. Wally Krawczyk from Kenar Homes stated that Kenar broke ground in the fall of 2007 and finished the infrastructure on the detention ponds. Mr. Krawczyk stated that one of the conversations that Kenar has had with staff from early on was the re-introduction of a duplex home to the product mix. Mr. Krawczyk stated that Kenar introduced duplexes to their Woodridge project and that the sale of the product was successful. Mr. Krawczyk stated that the duplex product is well-received, especially among empty nesters and young professional couples and the product definition includes two car garages, full basements and a homeowners' association. Mr. Krawczyk asked the Village Board and staff to reconsider the duplex home product and to reconsider full access to Golf Road with right-in and right-out access. Mr. Krawczyk explained the pricing structure of the single family and duplex home products and stated that the cost of a duplex home would be in the mid \$300,000 price range.

Mr. Norris stated that when staff met with Kenar, staff did not feel comfortable with the change, but that staff did explain to Kenar that they could bring this issue to the Planning, Building and Zoning Committee for direction.

Trustee Mills stated that she was concerned about the Golf Road entrance and the large single family homes east of the development. Trustee Mills also stated that she was concerned how it would be perceived among residents to bring the duplex homes into that area. Trustee Mills asked why Kenar selected the corner and if it was because they could fit more duplexes into that corner and Mr. Krawczyk replied no. Mr. Krawczyk explained that he believed that the Village Board would find that the duplexes would not be a detriment to the area and that Kenar could move some additional dirt to redefine the home sites so that single family homes would border on the east side of the subdivision. Trustee Mills asked if Kenar was locked into the number of duplexes that they need to do and Mr. Krawczyk replied that they could consider a smaller number of duplexes. Mr. Krawczyk also stated that he believed that the dual product line of single family and duplex homes is what will bring success to the area with a broader market base. Mr. Krawczyk asked the Village Board if they believed a duplex home product could be acceptable.

Trustee Kincaid asked why Kenar did not develop the land further to the west and Mr. Krawczyk replied that they could definitely shift the duplexes west. Mr. Krawczyk explained that the land plan was really a concept plan to start conversations about a new product mix.

Trustee Kincaid asked if the property on the corner of Golf Road and Berner Road was owned by someone else and Mr. Krawczyk responded that the property is a church.

Trustee Collins stated that he did not believe that the duplex home product would not be in the best interest of the residents. Trustee Collins stated that he was concerned about the residents and the population density. Trustee Collins stated that he believed that the neighbors and other residents would have resentment about this development.

Mr. Ken Struck from Kenar stated that times changed and the product definition needed to be changed and redefined because areas changed. Mr. Struck stated that they recently finished a project in Palos Heights and had success selling duplexes as part of the product mix. Mr. Struck stated that he believed there is demand for a product mix that included duplex homes. Mr. Struck stated that based on the volume of undeveloped, premium single family lots that it would take years for the lots to be developed. Mr. Struck stated that once a duplex product definition was created, there wouldn't be any complaints from other single family homeowners. Trustee Collins responded that he is a single family homeowner and he stated that he believed there was a big difference between Palos Heights and Hoffman Estates. Trustee Collins stated that he did not believe that residents on the west side would like the duplexes. Trustee Collins stated that he did not have a problem with vacant land and that houses do not necessarily benefit the Village. Trustee Collins also stated that if the conversation was about commercial, it would be a different discussion.

Trustee Kincaid stated that the only way he would consider duplexes was if there was a more significant buffer and that the duplexes would be located near the church. Trustee Kincaid asked what was located on Berner Estates and Mr. Krawczyk replied that single family homes were located in Berner Estates. Mr. Norris added that they were large lot single family homes.

Mr. Norris stated that there was a time when there were two active proposals for developments bordering the Kenar development that may have worked in conjunction with the Kenar development.

Mr. Krawczyk asked if there could be another conversation regarding the engineering on the homes and Mr. Norris replied that staff would be able to meet with Kenar.

There was no motion.

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

An item summary sheet was submitted to the Committee.

Motion by Trustee Collins, seconded by Trustee Green, to accept the Transportation Division Monthly Report. Voice vote taken. All ayes. Motion carried.

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

An item summary sheet was submitted to the Committee.

Motion by Trustee Green, seconded by Trustee Collins, to accept the Transportation Division Monthly Report. Voice vote taken. All ayes. Motion carried.

**9. Request acceptance of Department of Development Services monthly report for Economic Development and Tourism.**

An item summary sheet was submitted to the Committee.

Motion by Trustee Collins, seconded by Trustee Newell, to accept the Transportation Division Monthly Report. Voice vote taken. All ayes. Motion carried.

**III. President's Report**

Mayor McLeod asked Ms. Kerous to explain the Yoga Event on January 16, 2010.

**IV. Other**

**V. Adjournment**

Motion by Trustee Collins, seconded by Trustee Newell, to adjourn the meeting at 8:55 p.m. Voice vote taken. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

\_\_\_\_\_  
Emily Kerous, Director of Operations  
Office of the Mayor & Board

\_\_\_\_\_  
Date

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

January 18, 2010

**I. Roll Call**

**Members in Attendance:**

**Gary Pilafas, Chairperson  
Karen Mills, Vice Chairperson  
Ray Kincaid, Trustee**

**Other Corporate Authorities  
in Attendance:**

**Trustee Cary Collins  
Trustee Jackie Green  
Trustee Anna Newell  
Mayor William McLeod**

**Management Team Members  
in Attendance:**

**James Norris, Village Manager  
Arthur Janura, Corporation Counsel  
Dan O'Malley, Deputy Village Manager  
Mark Koplin, Asst. Vlg. Mgr., Dev. Services  
Ken Hari, Director of Public Works  
Michael DuCharme, Director of Finance  
Algean Garner, Dir. of Health & Human  
Clint Herdegen, Police Chief  
Bob Gorvett, Fire Chief  
Dave Christensen, Emergency Svcs. Coord.  
Doug Schultz, Community Relations Coord.**

The Special Planning, Building and Zoning Committee meeting was called to order at 7:51 p.m.

**NEW BUSINESS**

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

An item summary sheet from Art Janura and Mark Koplin was presented to Committee.

Trustee Collins asked if this is new service, a change from Ticketmaster, and asked if there are benefits to changing from Ticketmaster to New Era. Mr. Briglia, IFG, addressed the Committee and stated that this is one of the better contracts that have come across with this transition. Everything starts with the sale of a ticket. To date, there has

been about \$400,000 worth of tickets sold for events over the next 90 days. There are 3 ways to purchase tickets – box office, internet, or by phone call. At the Sears Centre, about 60% of sales go through the box office, 40% are internet and 10% by phone. About 75% of tickets sold at the Sears Centre are under \$75.

Mr. Ben Gibbs stated that there is a lot more revenue to be made with New Era. Ticketmaster takes an incredible percentage on every ticket sold to pay for their services. New Era will take a smaller percentage of service fees.

For comparison, Mr. Briglia explained that the building is netting only 30% with Ticketmaster of ticket fees and other revenues and 50% with New Era. He explained that Ticketmaster charges a convenience charge that is actually a percentage and New Era charges a fixed amount that is less expensive. Ticketmaster charges a processing fee and is split 60-40. New Era has a processing fee, but 100% of it comes to the building.

Ben Gibbs explained that Ticketmaster is regimented and from a marketing standpoint, people are sent to Ticketmaster, it's a third party and potential purchasers see other venues, shows, etc. that they could also go to and then the Sears Centre is not being branded. With New Era, the consumer is sent to Searscentre.com or whatever website we send them to, and they only see shows available there. It is a good relationship builder.

Trustee Collins stated that indemnification should not be part of any contract. It is much too broad and a potential risk. He requested a side letter in lieu of any indemnification.

Mayor McLeod asked Corporation Counsel Janura to explain the indemnification language in the contract. Mr. Janura explained that he agrees and that one of the provisions is that as far of the operation of the program, the system that New Era has, that there is going to be no ticketing company that is going to issue a contract without an indemnity provision as it goes to the system. What has been done is a cross-indemnification for the use of the system. If the Village were sued because New Era was using a system they weren't authorized to use, there is indemnification. Regarding general liability, which would be everything else other than the improper use of the system, we tried to address that by requiring an insurance policy be issued covering those risks and that policy would be issued by Global Spectrum as part of the general liability provisions that were planned in the overall agreement and New Era would be an additionally named insured under that policy. So if we had the slip and falls and normal torts that may arise out of a lawsuit, there would be insurance coverage with one insurance company which names Global Spectrum, the Village and New Era all named insureds. Staff did try to negotiate out the indemnification clause, however, unfortunately, the other side was very adamant that it had to be in there. Therefore, the Village tried to address that same risk in a different fashion by requiring that insurance policy.

Trustee Collins stated that one of the potential problems with this is that there is no cap to this. Hypothetically, if there was a class action suit against New Era, Ticketmaster, etc., whether or not you can win, they could try to have the Village indemnify for the costs. The costs would be astronomical. They need to be a lot more specific in what they want us to indemnify. Trustee Collins stated that he has no problem with hold harmless, but indemnification is an entirely different issue.

Mr. Janura stated that within the indemnity section, there is cross indemnification where New Era shall indemnify and save harmless the Village against all claims, actions, demands, etc. including attorney fees, arising out of any 3<sup>rd</sup> party claims. Trustee Collins stated that he would like to see some limits set

Mayor McLeod request that a special PB&Z meeting and Board meeting be held next week for this item in order to get answers to additional questions that the Committee has.

Trustee Kincaid inquired about the amount of the general liability. Mr. Janura replied that we are asking for the same provisions on the general liability that is contained in our policies and it is \$25 million, \$5 million more than Soldier Field. In addition, we have the provisions contained in the license agreement which is insurance that is purchased by the promoter of the show which is primary to other insurance, which is the amount contained in the license agreement, which is \$2 million.

Trustee Pilafas had an issue with the 150,000 number of contacts in the database. He stated that the Sears Centre is in a 10 million market in Chicago. Mr. Gibbs stated that the number will be changed.

Trustee Collins inquired if there an exclusive with Ticketmaster now. Mr. Janura replied that the original Ticketmaster agreement to the building was an exclusive, however, we are creating an interim agreement, non-exclusive, with Ticketmaster, which is going to provide for the sale of tickets for shows that are presently on sale, those will continue until the show concludes, and then in the interim, once New Era's contract is approved, they get their equipment on site, and they start, and for all new shows going on sale after New Era is on site, New Era will be the sole agent for those shows. Eventually, Ticketmaster will wind down to nothing and New Era will take over. They both have to be non-exclusive at this point. The agreements originally put forth both from Ticketmaster and New Era did call for exclusive sales and the Village had to negotiate those provisions for this transition.

Ben Gibbs stated that if the contract is awarded to New Era, the Sears Centre will push everyone to Searscentre.com for tickets and then when a consumer goes to the "purchase ticket" button online, certain shows will be taken to Ticketmaster website (until they no longer are selling tickets) and certain shows will be taken to New Era's website.

Motion by Trustee Mills, seconded by Trustee Collins, to defer this item until next week. Voice vote taken. All ayes. Motion carried.

**2. Request approval of a resolution allowing Global Spectrum to sign Sears Centre Arena event licenses on behalf of the Village.**

An item summary sheet from Art Janura and Mark Koplin was presented to Committee.

Trustee Mills stated that she cannot vote to approve this item since there are too many blanks in the contract. Mr. Briglia stated that these are the same blanks that the promoter sees when they are given the contract and reviewed the blanks on each page and are filled in depending on the type of event as they come in.

Mr. Janura stated that this is getting to the heart of what operating the arena is all about and when a show comes in and the arena is going to sign up a show, whether or not the arena manager negotiates the contracts and the terms and executes them, sometimes with as much as a 24 or 48-hour notice being required, or whether or not every single event contract comes to the Village Board for review.

Trustee Mills stated that she thought this was a specific contract being entered into and was not aware that this is just a form of a contract. She asked the Board if there should be some parameters in place that when it comes time to entering into a contract.

Mr. Gibbs stated that there are parameters in place and Global will book events that they believe will make a profit or at least break even or have some economic impact or value to the community.

Trustee Pilafas stated that as a contract administrator, IFG is acting on the Village's behalf because there is some contractual leeway today. But going forward, long-term, it is going to be a person who has the financial latitude as well as needs the operational understanding to partner.

Mr. Briglia stated that the Arena will continue to utilize an event license for every show and this is the form that will be used to enter into such events.

Mr. Janura clarified that this is one more interim agreement and gives Global Spectrum the authority to enter into license agreements and is expected that in the formal agreement, they would also have authority to enter into these licensing agreements, and we would be much more specific as to the parameters. The Village is in the process of working out a procedure whereby before Mr. Gibbs on behalf of the Village and Global Spectrum enters into those agreements, there will be a form of a term sheet that will be produced and some types of checks and balances with the Village representative, whoever that might be to get the go-ahead.

Trustee Kincaid asked for an explanation on page 18 about waivers and exactly who has the right to write a waiver. Mr. Briglia stated that this is suggesting that there are no waivers and that nobody can be held accountable or granting a waiver. Practically, Global Spectrum will identify any issues with a contract and might address them as a rider to the contract and that this is really legalese and is event specific. Mr. Briglia stated that Ben is going through close to 18 contracts from CCO and he is trying to take them and put them into this contract form. This form is Global's form and make sure that the Village is protected from a liability standpoint and all the business terms are out there. There will be some contracts that will go through some kind of protocol, but some is just formal standard language. It is important that you give Ben and Global Spectrum some leeway as promoters sometimes give an hour advance notice.

Mr. Janura indicated that by approving this resolution, there is no turning it down – the Village is granting Global the authority to sign contracts and it does not come back before the Board. If Global can't do that, then every single agreement for every single show has to come before the Board and that is not always possible.

Mr. Briglia stated that the Village will have a lot of controls set up so there are checks and balances and that there is an element of common sense about all of this business. We are in this industry and have gone about this in a very deliberate and careful manner. He reminded everyone that there have been 80-90 events that are being forecast for this year and not 1 has been signed yet in this form, so they are starting at zero and they have to be moving forward. There has to be some level of trust but the Village has selected this group to do this very thing.

Mr. Gibbs stated nobody is looking or asking for a blank check. There is a process in place to review risk and reward of each event. They don't look to take unnecessary risks. There will be phone calls with offers on the table and they need to ask fast in some instances.

Trustee Collins stated that he would like something where someone at the Village, is being informed on a case by case basis when money is being spent.

Mr. Janura stated there are no checks being written that are not signed by the Director of Finance or his representative. Global Spectrum would not get paid unless the Village signs the checks. No checks go out that the Village doesn't review and sign.

Mr. Briglia stated that this is a reservation form; it is a rent form, or a percentage rent, or it might be a co-promotion but again there are expenses that are built into an event. He stated that all that is being requested is approval of a form to fill out. There is a process in place for every step of a transaction with every event coming into the building and it starts with Finance that has set up the funding systems and has given them the parameters

to purchase certain items. Understand that there will be some questions. Big part of this business is that there is an element of risk and these purchases are part of the event. For example, over 5,000 walked up for tickets to arena-cross. If there were 20 inches of snow that evening, any decisions made would have been out the window and it happens more than anyone wants to know.

Trustee Collins asked that they exercise as many controls as possible to keep costs or losses down.

Motion by Mayor McLeod, seconded by Trustee Green, to approve a resolution allowing Global Spectrum to sign Sears Centre event licenses on behalf of the Village. Voice vote taken. All ayes. Motion carried.

## **II. Adjournment**

Motion by Trustee Collins, seconded by Trustee Newell, to adjourn the meeting at 9:15 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

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Debbie Schoop, Executive Assistant

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Date

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

January 25, 2010

**I. Roll Call**

**Members in Attendance:**

**Gary Pilafas, Chairperson  
Karen Mills, Vice Chairperson**

**Other Corporate Authorities  
in Attendance:**

**Trustee Cary Collins  
Trustee Jackie Green  
Trustee Anna Newell  
Mayor William McLeod**

**Management Team Members  
in Attendance:**

**Jim Norris, Village Manager  
Arthur Janura, Corporation Counsel  
Mark Koplin, Asst. Vlg. Mgr., Dev. Services  
Gary Salavitch, Director of Engineering  
Algean Garner, Director of HHS  
Michael DuCharme, Director of Finance  
Clint Herdegen, Police Chief  
Robert Gorvett, Fire Chief  
Gordon Eaken, IS Director  
Ken Hari, Director of Public Works  
Bev Romanoff, Village Clerk  
Rachel Musiala, Asst. Finance Director  
Bruce Anderson, CATV Coordinator  
Dave Christensen, Emergency Mgmt. Coord.  
Rebecca Suhajda, Administrative Intern**

**Others in Attendance**

**Reporter from Daily Herald**

The Special Planning, Building and Zoning Committee meeting was called to order at 7:58 p.m.

**NEW BUSINESS**

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

An item summary sheet from Art Janura and Mark Koplin was presented to Committee.

There was discussion with Joe Briglia and Ben Gibbs regarding the impact of the Ticketmaster/Live Nation merger.

Trustee Pilafas requested that the Board consider a permanent arena committee that is not "ad hoc" and that Board members could be rotated in and out of serving on the committee similar to how the Liquor Commission is set up currently.

Motion by Trustee Collins, seconded by Mayor McLeod, to approve a contract with New Era Tickets, Exton, PA, to provide ticketing services at the Sears Centre Arena. Voice vote taken. All ayes. Motion carried.

## **II. Adjournment**

Motion by Trustee Collins, seconded by Trustee Green, to adjourn the meeting at 8:20 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

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Debbie Schoop, Executive Assistant

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Date

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

February 1, 2010

**I. Roll Call**

**Members in Attendance:**

**Gary Pilafas, Chairperson  
Karen Mills, Vice Chairperson  
Ray Kincaid, Member**

**Other Corporate Authorities  
in Attendance:**

**Trustee Cary Collins  
Trustee Jackie Green  
Trustee Anna Newell  
Mayor William McLeod**

**Management Team Members  
in Attendance:**

**Jim Norris, Village Manager  
Arthur Janura, Corporation Counsel  
Dan O'Malley, Deputy Village Manager  
Mark Koplín, Asst. Vlg. Mgr., Dev. Services  
Algean Garner, Director of HHS  
Michael DuCharme, Director of Finance  
Clint Herdegen, Police Chief  
Robert Gorvett, Fire Chief  
Gordon Eaken, IS Director  
Ken Hari, Director of Public Works  
Bev Romanoff, Village Clerk  
Dave Christensen, Emergency Mgmt. Coord.  
Rebecca Suhajda, Administrative Intern**

**Others in Attendance**

**Reporter from Daily Herald**

The Special Planning, Building and Zoning Committee meeting was called to order at 7:34 p.m.

**NEW BUSINESS**

- 1. Request approval of a resolution authorizing the Village Treasurer to make payments for event and operating expenses at the Sears Centre Arena.**

An item summary sheet from Michael DuCharme and Mark Koplín was presented to Committee.

Trustee Collins noted that Michael DuCharme and Mayor McLeod will be the signers on the checks. Mr. DuCharme stated that either the Mayor or he has to sign the checks, but both signatures are not required. Trustee Collins stated that he would be more comfortable if an elected official signed the checks for amounts of \$1,000 or more, for example. Mr. DuCharme stated that for some of the shows that are closing out on a Saturday night, it would be difficult to get both signatures on the check before the promoter leaves the building.

Trustee Mills inquired if we knew a "ball park" figure of what the check will be before it is actually written and signed based on contracts, etc. Trustee Pilafas stated that sometimes the Village would know the amount in advance.

Mr. Janura stated that the Board would be given periodic updates, at least monthly. The Board would review the check registry monthly. Trustee Collins stated that he would feel more comfortable with the updates more often. Mayor McLeod has oversight just by virtue of being able to see the checking account online and can monitor it that way.

Motion by Trustee Mills, seconded by Trustee Green, to approve a resolution authorizing the Village Treasurer to make payments for event and operating expenses at the Sears Centre Arena. Voice vote taken. Nay: Collins. Motion carried.

## **2. Discussion regarding various operational and financial procedures for the Sears Centre Arena.**

An item summary sheet from Mark Koplín was presented to Committee.

Mark Koplín addressed the Committee and stated that they wanted to report on items that still need to be discussed. Procedures have been put together on some of the items.

Trustee Pilafas stated that the items will be put in the final contract as it moves forward. They are for discussion prior to the final contract that will come before the Board later in the month.

Trustee Collins stated that since he didn't receive this information until today, he would like more opportunity to look it over and to make comments. He questioned why contracts have to be 80 pages long. He asked that the contract be broken out into separate paragraphs and explained in layman's terms in order to make informed decisions.

Mr. Janura indicated that he will provide the original contract the Village received from Global as well as the draft the Village has prepared to date, which changes Global's contract by approximately 50%. Trustee Collins stated that the Village should write its own contract.

Trustee Kincaid stated that there have already been a lot of items discussed. The items will be transparent with online banking and flash reports are done daily.

Mr. Briglia stated that the contract was sent out last week as a prelude to the operating agreement. In this document, they are trying to make sure everyone is comfortable with what is an operating expense at the building and what's not. It was sent out "for information only" at this point and will be reviewed in depth.

## **II. Adjournment**

Motion by Trustee Collins, seconded by Trustee Newell, to adjourn the meeting at 7:58 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

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Debbie Schoop, Executive Assistant

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Date

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request approval of a resolution to endorse the Advanced Building Codes Training Project offered by the Metropolitan Mayors Caucus to ComEd Community Energy Challenge municipalities

**MEETING DATE:** February 8, 2010

**COMMITTEE:** Planning, Building and Zoning

**FROM:** Don Plass/Ashley Monroe *Am*

**REQUEST:** Request approval of a resolution to endorse the Advanced Building Codes Training Project offered by the Metropolitan Mayors Caucus to ComEd Community Energy Challenge municipalities.

**BACKGROUND:** The Village of Hoffman Estates is a participant in the 2009-2010 ComEd Community Energy Challenge. The Challenge is a pilot program designed to help municipalities develop and implement energy efficiency projects that reduce use of electric and natural gas in their communities. As part of the Challenge program, the Metropolitan Mayors Caucus has partnered with the Illinois Clean Energy Community Foundation and is offering training, free for municipal code enforcement staff, in order to aid the transition to compliance with the 2009 International Energy Conservation Code (2009 IECC). The State of Illinois passed the 2009 International Energy Conservation Code as enforceable state law on January 29, 2010.

**DISCUSSION:** The attached resolution endorses the Advanced Building Codes Training Project. The training project could be suspended without formal support from the municipalities who are receiving the training as part of the ComEd Community Energy Challenge. Hoffman Estates hosted the first advanced training session at the Village Hall on January 12, 2010. Four Code Enforcement staff members were participants in the training.

The training sessions for the 2009 IECC are being offered to educate code officials on the intent and implementation of the new energy code, along with direction on how to conduct energy plan reviews and field inspections on residential properties. The Village has been enforcing the 2003 IECC for residential properties. In contrast, the 2009 IECC will provide for approximately 30% more energy efficiency in the building envelope for new and renovated residential structures than the 2003 IECC. The training opportunity provided by the Metropolitan Mayors Caucus and the Illinois Clean Energy Community Foundation will allow Village staff to continue to be on the forefront of energy code enforcement.

**RECOMMENDATION:**

Recommend approval of a resolution endorsing the Advanced Building Codes Training Project offered by the Metropolitan Mayors Caucus to ComEd Community Energy Challenge municipalities.

Attachment

RESOLUTION NO. \_\_\_\_\_ - 2010

VILLAGE OF HOFFMAN ESTATES

A RESOLUTION ENDORSING THE METROPOLITAN MAYORS CAUCUS' ADVANCED BUILDING CODES PROJECT FOR COM ED COMMUNITY ENERGY CHALLENGE MUNICIPALITIES

WHEREAS, the Metropolitan Mayors Caucus provides a forum for the region to develop consensus and act on common public policy issues and multi-jurisdictional challenges; and

WHEREAS, the Metropolitan Mayors Caucus' members have a history of improving the environment, from promoting environmental practices through energy efficiency, water conservation, green purchasing, and participation in the Greenest Region Compact and Clean Air Counts; and

WHEREAS, local governments throughout the United States are taking a leadership role by adopting environmental programs that provide economic and quality of life benefits such as reduced energy bills, green space preservation, air quality improvements, and improved transportation choices; and

WHEREAS, according to the Building Codes Assistance Project, a home built to the IECC 2009 residential energy code would use 30% less energy than a home built to current construction standards; and

WHEREAS, the ComEd Community Energy Challenge Program is a competitive program designed to help municipalities develop and implement energy efficiency projects that reduce electric and natural gas use in their towns.

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 of Hoffman Estates endorses the Advanced Building Codes Training Project offered by the Metropolitan Mayors Caucus to ComEd Community Energy Challenge municipalities, and funded by ComEd and the Illinois Clean Energy Community Foundation, and agrees to join this effort to advance building code enforcement in our region.

Section 2: 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 names of Trustees and Mayor with corresponding signature lines.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010

Village President

ATTEST:

Village Clerk

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

NB2

**SUBJECT:** Request approval of an interim contract with Ticketmaster for event ticketing services at the Sears Centre Arena through June 2010

**MEETING DATE:** February 8, 2010

**COMMITTEE:** Planning, Building and Zoning

**FROM:** Arthur L. Janura/Mark Koplin *h, JL*

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**REQUEST:** Request approval of an interim contract with Ticketmaster for event ticketing services at the Sears Centre Arena through June 2010.

**BACKGROUND:** The Village approved a contract with New Era Tickets at the January 18, 2010, meeting. New Era requires 2-4 weeks to place ticketing machines at the Sears Centre Arena, and to activate and test such systems. Events that go on sale later this month or early March should be sold under New Era. The Village inherited the current Ticketmaster contract, and they continue to sell tickets for Sears Centre Arena events under the terms and pricing established by CCO. Recently, Chicago Slaughter football tickets went on sale, as well as the Daughtry concert. These will likely be the last events sold under Ticketmaster.

**DISCUSSION:** The Ticketmaster contract attached does not differ substantially from the contract with CCO, other than limiting terms and services to the current events booked. A brief explanation of various sections of the agreement follows:

1. Term - This contract allows for sales for events through June 12, plus any Chicago Slaughter playoff games, and includes all events currently on sale (including the Daughtry concert).
2. Exclusivity - Only Ticketmaster will be able to sell tickets for the events listed in the Exhibit B, and New Era will start with the next event that is booked for the Sears Centre Arena event schedule.

**DISCUSSION:** (Continued)

3. Charges/Fees - These fees are the same as under the CCO agreement that was in place at the end of 2009, and includes the typical ticketing fees. Convenience fees range from \$7.25-\$15.25 for concerts, and \$1.75-\$5.25 for other events. The processing fees range from 2.5%-2.77% for credit card, debit card, and gift cards. Ticket exchange fees will vary, 10% for some transactions and \$3.00-\$5.00 for others.

The building nets approximately 30% of all transaction upcharges (30% Convenience, 100% Processing, and 30% Ticket Exchange fees).

4. Installation and Setup - As is, Ticketmaster relies on Village of Hoffman Estates/Sears Centre Arena for correct event information.
5. Advertising - As is, tickets for events on sale includes language tickets are available through Ticketmaster.
6. Accounting - The current Ticketmaster agreement directs ticket sale monies to CCO, and the Sears Centre Arena must coordinate with CCO to obtain payment at the time of event settlement. Under this contract, those monies would flow directly to the Sears Centre bank account at event settlement.
7. Taxes - The Village of Hoffman Estates/Sears Centre Arena are responsible for directing the payment of taxes to the Village. Exhibit C includes a W-9 form.
8. Confidential Information - An agreement acknowledges that certain information is confidential and shall not be disclosed.
9. Responsibility of the Parties - In this section, Ticketmaster has limited liability and only under the event of their default or a patent infringement. The Village retains most liability for any claims. However, the Village's liability is limited somewhat by the short length of the term.
10. Termination - Termination of the contract is limited by several instances, including default, the contract being assigned by the Village, and a violation of the confidentiality or infringement.
11. Principle of Acknowledgement - The principle (i.e. the Village) acknowledges the potential for temporary interruptions in service due to factors beyond Ticketmaster's control, that customers could be placed on hold from time to time, and that Ticketmaster will endeavor to inform their employees of all events on sale.
12. Remedies - Remedies for a breach are provided.
13. Definitions - Definitions for terms used in the agreement are presented in this section.
14. Miscellaneous - These are the standard legal clauses that are attached to any agreements.

**DISCUSSION:** (Continued)

15. Exhibit A (Hardware) - Hardware and software at the box office (which is already there and will remain) is described in this exhibit.
16. Exhibit B (Attractions) - This exhibit includes all events currently on sale or soon to be on sale.
17. Exhibit C - A W-9 form is included as Exhibit C.

**RECOMMENDATION:**

Request approval of an interim contract with Ticketmaster for event ticketing services at the Sears Centre Arena through June 2010.

Attachment

cc: Ben Gibbs (Global Spectrum)  
Ian McCoy (Ticketmaster)

# **ticketmaster**

## USER AGREEMENT

THIS USER AGREEMENT ("Agreement") is made and entered into as of February \_\_, 2010 and is effective as of January 1, 2010 ("Effective Date"), by and between Ticketmaster L.L.C., a Virginia limited liability company ("Ticketmaster"), and Village of Hoffman Estates, an Illinois Home Rule Municipal Corporation ("Principal"). This Agreement consists of this User Agreement, Exhibit A - Hardware, Exhibit B - Schedule of Attractions, and any other Exhibits attached hereto which are incorporated herein by this reference. The meanings of all capitalized terms used in this Agreement are set forth in Section 13 hereof. In consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. **TERM.** The initial term of this Agreement shall begin on the Effective Date and shall continue through the last Attraction date identified in Exhibit B, terminating immediately thereafter (the "Term"). The parties may mutually agree to add additional Attractions by a written amendment to Exhibit B executed by both parties.

2. **TICKET SALES RIGHTS; EXCLUSIVITY.**

(a) **Grant of Rights:** Principal hereby grants to Ticketmaster, and Ticketmaster accepts from Principal, the right during the Term of this Agreement, to be the exclusive seller, as Principal's agent, of all Tickets for the Sellable Capacity for only those Attractions identified in Exhibit B via any and all means and methods, including on the Internet, by telephone, computer, IVR, outlets, television, clubs, auctions, VIP packages, presales, upsells, or by any other means of distribution, whether existing now or at any time in the future. Principal shall ensure that the entire Sellable Capacity for every Attraction shall be made available for distribution on the TM System.

(b) **Sales by Principal:** Notwithstanding subparagraph (a) and subject to the terms of this Section 2, Principal retains the right to: (i) sell single Tickets from the Facility Box Office to persons physically present at the Facility Box Office; (ii) sell Season/Contract Tickets; (iii) conduct Group Sales of Tickets; and (iv) provide a reasonable number of House Seats for any Attraction.

(c) **No Third Party Systems or Services:** Principal shall not directly or indirectly sponsor, promote, advertise, authorize or permit the use of any third party that promotes, engages in or facilitates the sale, resale or issuance of tickets in connection with any of the Attractions identified in Exhibit B; provided, however, the foregoing shall not restrict Principal from sponsoring, promoting, advertising, authorizing or permitting the use of any third party, including Patron L.P. d/b/a New Era, that promotes, engages in or facilitates the sale, resale or issuance of tickets in connection with any other event not governed by the terms of this Agreement.

(d) **No Minimum Sales:** It is agreed and understood that neither Ticketmaster nor Principal guarantees or will guarantee that any minimum or fixed number of Tickets will be sold through the TM System for any Attraction.

(e) **Acknowledgement by Principal:** Principal acknowledges that Ticketmaster acts as the agent of certain third parties that may be a direct or indirect competitor of Principal. Principal also acknowledges that Ticketmaster has entered and may in the future (including during the Term of this Agreement) enter into new business relationships with other third parties, including those in the entertainment and sports industry, such as performers who perform at the Facility, for a variety of services. Principal further acknowledges that any such sales or services or solicitations to provide such sales or services as contemplated under this subsection do not compete with Principal or conflict with this Agreement or Ticketmaster's rights, duties or obligations under this Agreement.

3. **CHARGES AND FEES.** Principal authorizes Ticketmaster, in its sole discretion, to: collect the Face Value, applicable convenience charge and processing fee from each Ticket purchaser and deduct the Inside Charges, convenience charges, and processing fees from the settlements paid to Principal pursuant to Section 6 of this Agreement.

(a) **Inside Charges:** The per Ticket Inside Charges shall be as set forth below. Any percentage rates shown below are subject to automatic increases due to increases in interbank rates.

Type of Transaction	Inside Charge
Outlet Sales	\$0.00 per Ticket
Telephone Sales and Internet Sales	Payment Processing Fees set forth in Section 3(c) below
Other Tickets (including complimentary Tickets) printed by or on behalf of Principal	\$0.03 per Ticket

(b) **Convenience Charges and Processing Fees:** The per Ticket convenience charge and the per order processing fee shall be determined by Ticketmaster from time to time during the Term of this Agreement, taking into account market and economic conditions and expense factors.

(i) Such convenience charges for each applicable category of Ticket sale shall initially be as follows:

**Concerts:**

<u>Face Value of Ticket</u>	<u>Convenience Charge – Outlet Sales, Internet Sales and Telephone Sales</u>
\$50.00 and below	\$7.25
\$50.01 to \$75.00	\$9.75
\$75.01 to \$100.00	\$11.25
\$100.01 to \$150.00	\$12.75
\$150.01 to \$200.00	\$15.25
\$200.01 and above	- to be mutually determined -

**All Other Attractions:**

<u>Type of Attraction/Face Value of Ticket</u>	<u>Convenience Charge – Outlet Sales, Internet Sales and Telephone Sales</u>
Sports Attractions (Tenant) All Face Values	\$3.25
Sports Attractions (Non Tenant) \$25.00 and below \$25.01 and above	\$5.25 -- to be mutually determined --
Sports Attractions (High School) \$10.00 and below \$10.01 and above	\$1.75 \$2.75
Family Attractions \$20.00 and below \$20.01 and above	\$2.75 \$4.25

(ii) The processing fee shall be \$4.75 per order from each person ordering Tickets by Internet Sales and Telephone Sales. The processing fee may be increased from time to time consistent with Ticketmaster's processing fee for similar events at similar facilities and is subject to automatic increase equal to any increase (rounded up to the nearest \$0.05) to the postal service rates.

(c) Payment Processing Fees: With respect to Tickets purchased with credit cards, debit cards, gift cards or any other methods of payment, the payment authorization and processing fees ("Payment Processing Fees") shall be passed on to Principal at an amount equal to 2.50% of the Face Value of all Tickets sold via Telephone Sales and Internet Sales, which percentage rate shall be deducted by Ticketmaster from the Ticket sales proceeds, or, at Principal's option, upon notice to Ticketmaster, the convenience charge may be adjusted to include Principal's portion of such Payment Processing Fees, provided that the convenience charge will be rounded up to the nearest nickel. With respect to all purchases at Outlets, Payment Processing Fees shall be passed on to the ticket purchaser at an amount equal to 2.77% of the Face Value of all Tickets, increasing the applicable Convenience Charge set forth above by the amount of such Payment Processing Fees, provided that the Convenience Charge will be rounded up to the nearest \$0.05. Notwithstanding the foregoing, the Payment Processing Fees for TicketExchange transactions shall be passed on to the applicable Ticket seller in an amount equal to 3.5% of the TicketExchange Posting Price, TicketExchange Buyer Fee and TicketExchange Processing Fee, which percentage rate shall be deducted by Ticketmaster from the TicketExchange Fees. The Payment Processing Fees set forth above are subject to automatic increase due to increases in interbank rates imposed on Ticketmaster.

(d) Set-Up Fee: Ticketmaster shall waive the non-refundable set-up fee for Ticketmaster's costs related to programming the Attractions into the TM System.

(e) TicketExchange:

(i) TicketExchange Fees: Ticketmaster shall enable TicketExchange for mutually agreed upon Attractions in accordance with Ticketmaster's standard timing parameters for TicketExchange transactions. If applicable law requires Principal's consent for sellers to sell Tickets in excess of the original purchase price, then Principal consents to such sales in excess of the original purchase price of the Ticket if and as designated by the seller, regardless of whether such amount is greater than limits that would be applicable without such consent. Principal may terminate such consent upon five (5) days prior written notice to Ticketmaster, provided that such termination will not be applicable to Tickets posted for sale before the termination becomes effective. Ticketmaster shall be entitled to assess and receive TicketExchange Fees against buyers and sellers of Tickets via TicketExchange. The amounts of the TicketExchange Fees shall initially be as set forth below.

<b>Type of TicketExchange Fee</b>	<b>Amount of TicketExchange Fee</b>
TicketExchange Seller Fee	10% of TicketExchange Posting Price per Ticket
TicketExchange Posting Fee	\$3.00 per order
TicketExchange Buyer Fee	10% of TicketExchange Posting Price per Ticket
TicketExchange Processing Fee	\$5.00 per Ticket

For mutually agreed Attractions, the TicketExchange Buyer Fee will be increased by 10% of the TicketExchange Posting Price increasing the total TicketExchange Buyer Fee to 20% of the TicketExchange Posting Price per Ticket. This 10% increase shall be defined as the "Promoter/Artist Bump". The TicketExchange Posting Fee and the TicketExchange Processing Fee shall be automatically increased on January 1 of each year by five percent (5%) of the TicketExchange Posting Fee and TicketExchange Processing Fee in effect during the prior year.

(f) **Principal's Royalties:** Principal shall be entitled to receive Ticket sales royalties (collectively, "Royalties") from Ticketmaster with respect to each (i) Convenience Charge, (ii) Processing Fee with respect to Tickets sold by Ticketmaster, but printed out and picked up at the will-call window of the Facility Box Office and (iii) TicketExchange Seller Fee, TicketExchange Posting Fee and TicketExchange Buyer Fee; all to the extent received (and not refunded) by Ticketmaster. The amount of the Royalties are as set forth below:

<b>Type of Royalty</b>	<b>Amount of Royalty</b>
Convenience Charge	30% of the Convenience Charge
Processing Fee (Will-Call Tickets Only)	100% of the Processing Fee
TicketExchange Seller Fee	30% of the TicketExchange Seller Fee
TicketExchange Posting Fee	30% of the TicketExchange Posting Fee
TicketExchange Buyer Fee	30% of the TicketExchange Buyer Fee

Notwithstanding the above, Payment Processing Fees and applicable taxes shall be deducted from the fees above before the Royalties are calculated. The Royalties shall be payable weekly, along with the next settlement after the end of such period conducted under Section 6 below. The Promoter/Artist Bump shall be paid by Principal to the applicable promoter/artist.

#### **4. INSTALLATION AND SET-UP.**

(a) **Attraction Set-Up - As to those Attractions identified in Exhibit B:** In order to effectively utilize Ticketmaster's distribution technologies, within a reasonable time before (but in no event less than the time period described below) the scheduled on-sale date of Tickets for each Attraction (the "On-Sale Date"), Principal shall furnish Ticketmaster with all necessary information with respect to the Attraction, including, without limitation, seating layout of the Facility, Ticket structure, discounts permissible, Attraction Taxes, Ticket header information, logos, entry information, vision and hearing information, wheelchair and other accessible seating information and such other information as is necessary for the proper sale of Tickets (collectively, the "Set-Up Information"). The parties intend that all accessible seating Tickets that are available for sale to persons desiring accessible seating shall be made available for sale on the TM System and such accessible seating Tickets shall not be released into the general pool of Tickets that are available for sale until forty-eight (48) hours before an Attraction. Principal must provide the Set-Up Information to Ticketmaster at least five (5) business days prior to the On-Sale Date for new Attractions that do not utilize seating charts then existing in the TM System, and at least three (3) business days prior to the On-Sale Date for new Attractions that utilize seating charts then existing in the TM System. Principal shall be solely responsible for the accuracy or inaccuracy of any Set-Up Information furnished by Principal pursuant hereto.

(b) **Will-Call Services:** Principal shall notify Ticketmaster of Principal's will-call capabilities and will-call Facility Box Office hours. Principal shall verify the identity of each person picking up Tickets at will-call via a valid photo identification (government issued) and the credit card used in the Ticket sales transaction. Principal shall not release Tickets to any customer whose identity has not been so verified.

(c) **Ticket Stock:** Principal shall be responsible for the security of Ticket stock in its possession, and the risk of loss of Ticket stock shall shift to Principal upon the delivery thereof to Principal or Principal's authorized representative, agent or employee.

**5. ADVERTISING.**

(a) Principal is responsible for all advertising, marketing and promotion of the Attraction(s). In all advertising or promotional material which Principal creates, causes to be produced, controls or recommends relating to those Attractions identified in Exhibit B, Principal shall include the Ticketmaster name, logos, applicable TM.com Website address and the following wording: **"TICKETS AVAILABLE ONLINE AT TICKETMASTER.COM, AT ALL TICKETMASTER OUTLETS INCLUDING \_\_\_\_\_, \_\_\_\_\_, AND \_\_\_\_\_ STORES. TO CHARGE TICKETS BY PHONE, CALL ( ) \_\_\_\_\_."** The failure to prominently include the Ticketmaster name, logos, applicable TM.com Website address or the wording set forth above in any advertising or promotion of an Attraction identified in Exhibit B, without Ticketmaster's prior written approval, shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by Ticketmaster.

(b) Principal hereby grants to Ticketmaster as to only those Attractions identified in Exhibit B the right, in Ticketmaster's sole discretion, to advertise, in any medium determined by Ticketmaster, including on the TM.com Website or affiliated websites, Attractions and the availability of Tickets at the Facility Box Office, at all Outlets, and by Internet Sales and Telephone Sales and, in connection therewith, to use the name and logo of Principal, the Attraction, the Facility and all other information respecting the Attractions identified in Exhibit B.

**6. ACCOUNTING PROCEDURES.**

(a) Ticket Payments: Principal hereby authorizes Ticketmaster and the financial institution indicated below ("Bank") to deposit all settlement funds payable to Principal hereunder in the account listed below ("Principal's Account"):

Financial Institution (Name of Bank): Hoffman Community Bank  
Account Type: To be provided \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Bank ACH Transfer Number: \_\_\_\_\_  
Branch Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Branch Phone Number: \_\_\_\_\_

Ticketmaster shall collect all Ticket Receipts derived from Ticket sales for only those Attractions identified in Exhibit B made by Ticketmaster and shall initiate payment of Ticket Receipts in a single per show "lump sum" amount ("Final Show Settlement") to which Principal is entitled on the Friday with respect to TM System Ticket sales for Attractions identified in Exhibit B that occurred during Monday through Sunday of the week preceding such payment date. Initiation of the settlement payment via direct deposit shall constitute full performance by Ticketmaster of its obligation to make such settlement payment to Principal or to any person whatsoever. If funds to which Principal is not entitled are deposited into Principal's Account, Principal will authorize Ticketmaster to direct the Bank to return said funds. Principal hereby releases Ticketmaster from liability for delays or errors beyond Ticketmaster's reasonable control, including but not limited to any errors resulting from any inaccurate or outdated Account information provided by Principal or bank processing delays, or for any related damages. Principal acknowledges and agrees that direct deposit of such funds may require up to two (2) business days for Bank processing. In the event of an error, Principal will authorize the initiation of a debit to Principal's Account to correct the error. Each Final Show Settlement payment shall be accompanied by a written accounting. Principal shall designate an email address (set forth below its signature line of this Agreement) for delivery of such accounting and information regarding Attractions and Ticket sales, and shall promptly notify Ticketmaster of any changes to such email address. The direct deposit authorization provided herein shall remain in full force and effect until Ticketmaster has received written notification from Principal of its termination in such time and such manner as to afford Ticketmaster a reasonable opportunity to act upon it.

(b) Cancelled Attractions; Refunds: In the event that any Attraction for which Ticketmaster sold Tickets is cancelled, postponed, or modified (e.g., substitute acts) for any reason (each, a "Cancelled Attraction"), the Account Balance shall be held and made available for distribution by Ticketmaster to Ticket purchasers entitled to refunds for Tickets for Cancelled Attractions purchased from Ticketmaster. For purposes of this Agreement, the term "Account Balance" shall mean the amount of funds held at any time by Ticketmaster on account of Ticket sales for all Attractions, less the amount of Ticket sales proceeds which Ticketmaster is entitled to retain hereunder. Principal authorizes Ticketmaster to refund the Ticket price at the original point of purchase (e.g., at Outlets or by Internet Sales or Telephone Sales) in such manner (e.g. by crediting the consumer's credit card) and at such time (e.g. before or after the scheduled date of the performance of such Attraction) as Ticketmaster, in its sole discretion, determines and to exchange Tickets pursuant to any exchange policy that may be adopted by Principal and Ticketmaster. It is agreed and understood that Ticketmaster is the Ticket selling agent of Principal as to only those Attractions identified in Exhibit B and therefore Ticketmaster's agreement to make any refunds as the agent of Principal is subject and limited to Ticketmaster holding or receiving from Principal the full amount of funds necessary to make refunds to all Ticket purchasers properly entitled to a refund. Principal and Ticketmaster agree that Ticketmaster shall be entitled to retain the Ticketmaster fees assessable with respect to the initial sale of Tickets to Cancelled Attractions and any other fees assessable although no additional

compensation shall be payable to, or fee assessed by, Ticketmaster with respect to the exchange of any Tickets initially purchased from Ticketmaster. Principal shall be responsible for all refunds and exchanges of Tickets initially purchased from the Facility Box Office.

(c) Chargebacks: Ticketmaster reserves the right to deduct from Principal's settlement, any Chargebacks that Ticketmaster receives from its merchant bank for up to twelve (12) months after the occurrence of an Attraction. To the extent that any Chargeback occurs after the last Attraction identified in Exhibit B, Ticketmaster will issue an invoice for said amount to Principal. For purposes of this Agreement, "Chargebacks" shall mean the amounts that the merchant bank is charged back by a cardholder or a card issuer under the card organization's rules (e.g. cardholder dispute, fraud, declined transaction, returned Tickets for Cancelled Attractions, etc.).

(d) Insolvency; Deficiency Amounts; Security for Repayment: Principal shall provide immediate written notice to Ticketmaster in the event it files any voluntary or involuntary petition under the bankruptcy or insolvency laws or upon any appointment of a receiver for all or any portion of Principal's business or the assignment of all or substantially all of the assets of Principal for the benefit of creditors (each, a "Material Financial Event"). The parties agree that this Agreement constitutes a financial accommodation by Ticketmaster to Principal as such term is utilized in 11 U.S.C. § 365. If at any time, the Account Balance is not sufficient to pay for anticipated refunds or Chargebacks, Principal shall deliver the amount of such deficiency ("Deficiency Amount") to Ticketmaster no later than twenty-four (24) hours after notice by Ticketmaster to Principal. Ticketmaster shall have the right to setoff any Deficiency Amount against any amounts held by Ticketmaster on behalf of Principal. In the event of any Material Financial Event or in the event Principal has not paid any Deficiency Amount when due, Ticketmaster shall have the option to require Principal to provide additional security to Ticketmaster of a type (e.g., letter of credit, guaranty or performance bond) and in an amount as requested by Ticketmaster in its sole discretion, which Principal shall provide to Ticketmaster within five (5) business days after Ticketmaster's request. Ticketmaster reserves the right to require Principal to provide current financial statements to Ticketmaster within five (5) business days after Ticketmaster's written request.

(e) Counterfeit Tickets: It is agreed and understood that Ticketmaster shall not be liable to Principal for the printing and sale of counterfeit Tickets, including, without limitation, TicketFast® Tickets.

(f) Request for Taxpayer Identification Number and Certification: Principal shall complete the required Form W-9 provided with this Agreement and return it to Ticketmaster with this Agreement for purposes of reporting to the Internal Revenue Service.

## 7. TAXES.

(a) Attraction Taxes: Principal shall be responsible for calculating any and all Principal Taxes, for preparing and timely filing any and all tax returns or reports required to be filed in respect of any such Principal Taxes, and for timely remitting Principal Taxes to the appropriate taxing authority. Ticketmaster will collect and turn over to Principal the amounts to which Principal is entitled as provided in Section 6(a). Notwithstanding the foregoing, in the event that Ticketmaster is ever required by applicable law to remit Principal Taxes directly on behalf of Principal and file related tax returns or reports, Ticketmaster shall have the right to do so upon notice to Principal, and thereafter "Ticket Receipts" shall be defined to be reduced by such Principal Taxes. Ticketmaster shall be responsible for calculating any and all Ticketmaster Taxes, for preparing and timely filing any and all tax returns or reports required to be filed in respect of any such Ticketmaster Taxes, and for timely remitting such Ticketmaster Taxes to the appropriate taxing authority.

(b) Principal's Taxpayer ID Number: Principal certifies that Principal's federal taxpayer identification number (FEIN or SSN) is 36-2434131. Principal further certifies that its state taxpayer identification or registration number for the state in which the Facility is located is Illinois.

(c) Principal's Tax Exemptions: Ticketmaster acknowledges that attached as Exhibit C is reasonable proof of Principal's tax exemptions.

## 8. CONFIDENTIAL INFORMATION:

(a) The parties acknowledge that by reason of their relationship hereunder, they may from time to time disclose information regarding their business, products, software technology, Intellectual Property and other information that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). The provisions of this Agreement shall be deemed to be Confidential Information.

(b) Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of the breach of the confidentiality obligations in this Agreement by the receiving party, (ii) the recipient of such information is obligated to disclose by reason of any court order, Illinois attorney general public access determination, or requests pursuant to the Illinois Freedom of Information Act; (iii) is or has been independently acquired or developed by the receiving party without violating any of the confidentiality obligations in this Agreement, (iv) was within the receiving party's possession prior to it being furnished to the receiving party by or on behalf of the disclosing party, or (v) is received from a source other than the disclosing party; provided that, in the case of (iv) and (v) above, the source of such information was not known by the receiving party to be bound by a confidentiality obligation to the disclosing party or any other party with respect to such information.

(c) Each party agrees that it will keep the Confidential Information strictly confidential and will not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information

revealed to it by the other party without the other party's prior written consent, except to the extent expressly permitted by this Agreement; provided, however, that the receiving party may disclose the Confidential Information, or any portion thereof, to its directors, officers, employees, legal and financial advisors, controlling persons and entities who need to know such information to perform such party's obligations under this Agreement and who agree to treat the Confidential Information in accordance with the confidential obligations in this Agreement. Each party shall use the same degree of care to avoid disclosure or use of the other party's Confidential Information as it employs with respect to its own Confidential Information of like importance and represents that it has adequate procedures to protect the secrecy of such Confidential Information including without limitation the requirement that employees have executed non-disclosure agreements which have the effect of adequately protecting Confidential Information.

(d) In the event that either party receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena, document request, notice of deposition, Illinois attorney general public access determination, request pursuant to the Illinois Freedom of Information Act, or other legal proceeding, such party agrees to notify the other pursuant to Section 17(h) below, within forty-eight (48) hours after receipt of such legal document, and such party agrees to cooperate with the other in any attempt to obtain a protective order to the extent permitted under Illinois law.

**9. RESPONSIBILITIES OF PARTIES:**

(a) Principal shall be responsible for any and all claims, actions, damages, expenses, obligations, losses, liabilities and liens occurring as a result of, or in connection with: (i) any Event of Default under this Agreement by Principal or any of its officers, directors, employees and agents (collectively, "Principal's Representatives"); (ii) use of the TM System (including without limitation any customization of Principal's Website or the Interface Page (if applicable) and any e-mail campaigns or distributions using the TM System) or possession and use of the Hardware (if any) by Principal or any of Principal's Representatives; (iii) any Attraction held or scheduled to be held at the Facility (including any injuries or deaths occurring at or in connection with any Attraction or the failure of any Attraction to occur or to occur in the manner advertised or promoted); (iv) a claim that Ticketmaster's release of the Purchaser Data to Principal violates any applicable law, rule or regulation; (v) Principal's use of the Purchaser Data; (vi) violations of laws relating to the resale of Tickets; or (vii) any email campaigns or distributions conducted by Ticketmaster on Principal's behalf or conducted by Principal including, without limitation, email campaigns or distributions in violation of federal, state or other laws applicable to commercial emails; except, in each case, to the extent that any such claims shall relate to Ticketmaster's negligence or willful misconduct with respect thereto.

(b) Ticketmaster shall be responsible for any and all claims, actions, damages, expenses, obligations, losses, liabilities and liens occurring as a result of, or in connection with: (i) any Event of Default under this Agreement by Ticketmaster; or any of its officers, directors, employees and agents or (ii) any alleged patent, trademark or copyright infringement asserted against Principal's Indemnitees with respect to Principal's use of the TM System; except, in each case, to the extent that any such claim shall relate to Principal's negligence or willful misconduct with respect thereto.

**10. TERMINATION:**

(a) This Agreement may be terminated by either party in the event of any material default in or material breach of the terms and conditions of this Agreement by the other party, after the other party has received written notice of default and thirty (30) business days (or ten (10) business days, in the case of a monetary default) to cure such default (each such occurrence, after the expiration of such cure period, shall be an "Event of Default"); or the filing of any voluntary or involuntary petition against the other party under the bankruptcy or insolvency laws of any applicable jurisdiction, which petition is not dismissed within sixty (60) days of filing, or upon any appointment of a receiver for all or any portion of the other party's business, or any assignment of all or substantially all of the assets of such other party for the benefit of creditors. Upon an Event of Default by Ticketmaster, Ticketmaster shall, without demand, forthwith pay to Principal all amounts due and owing pursuant hereto, and Principal may, in addition to terminating this Agreement, require Ticketmaster to remove all Hardware from the Facility. Upon an Event of Default by Principal, Principal shall, without demand, forthwith pay to Ticketmaster all amounts due and owing pursuant hereto, and Principal authorizes Ticketmaster to setoff any amounts owed to Ticketmaster hereunder against any amounts held by Ticketmaster on behalf of Principal, and Ticketmaster may, in addition to terminating this Agreement, terminate Principal's right to access and use the TM System and take immediate possession of the Hardware and Software wherever the same may be located without demand, notice or court order.

(b) This Agreement may be terminated on ten (10) days' prior written notice, at the sole discretion of Ticketmaster in the event that more than 50% of Principal's assets or voting stock is sold or otherwise assigned to a third party.

(c) This Agreement may be terminated by Ticketmaster in the event any act by Principal threatens to cause any infringement of any Ticketmaster (or Ticketmaster licensor) intellectual property or other property right, including without limitation, any copyright, license right or trade secret right, and Principal fails to refrain from so acting within ten (10) business days' written notice from Ticketmaster.

(d) Upon the effective date of any termination or expiration of this Agreement, provisions regarding ownership of intellectual property rights, representations and warranties, confidentiality, limitation of liability, non-solicitation, jurisdiction and venue shall remain in full force and effect; each party shall immediately cease the use of the

other party's Intellectual Property; and each party shall return, or at the other party's request, destroy all copies of Confidential Information, and all other property belonging to and/or received from the other party.

(e) No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy herein or otherwise available at law or in equity, each and all of which are subject to the limitations contained in Section 12 hereof.

11. **PRINCIPAL'S ACKNOWLEDGEMENTS**. Principal acknowledges that Ticketmaster's services under this Agreement are limited to serving as an agent of Principal for the distribution of Tickets, and that Ticketmaster does not guarantee (i) that short term interruptions of service will not occur during the Term hereof, (ii) that each person processing Ticket orders will be fully familiar with each or all of the Attractions, or (iii) that persons calling Ticketmaster charge-by-phone numbers will not be placed on hold. Principal further acknowledges and agrees that Ticketmaster may have many other events on the TM System concurrently with any Attraction and Ticketmaster has no responsibility whatsoever for the marketing or promotion of any Attraction or the success of the Ticket sales for any Attraction, all of which is Principal's sole responsibility and obligation.

12. **EXCLUSIVE REMEDIES FOR BREACH OF AGREEMENT**.

(a) **Opportunity to Cure**: If either party believes that there exists a breach of this Agreement or if any controversy, claim, or dispute relating to this Agreement or any Attraction arises, such party must give written notice, pursuant to the terms hereof, to the other party within ten (10) business days of obtaining knowledge of such breach. Such notice shall state the nature of the breach and the specific provision of this Agreement that the party believes has been breached. The other party shall have the applicable time period set forth in Section 10(a) above from the receipt of such notice to cure the breach.

(b) **Mediation**: If a breach is not cured as provided for in Subsection (a) above, the parties agree to submit the dispute to non-binding mediation in Cook County, Illinois. The mediator shall be jointly selected by the parties through an alternative dispute resolution organization in the city where the breach arose. Neither party shall be bound by a recommendation of the mediator. However, any agreement reached during the mediation shall be final and binding. The parties shall equally share the cost of such mediation.

(c) **Limitation of Liability**: Principal and Ticketmaster agree that if any action is brought for an alleged breach by Ticketmaster, then damages for any breach, including any alleged acts of negligence or other tort, regardless of the form in which any legal or equitable action may be brought, are limited to Ticketmaster's total compensation received pursuant to this Agreement; provided, however, that this provision shall not limit Ticketmaster's obligation to remit Ticket proceeds to Principal as required herein. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, PRINCIPAL AGREES TO LIMIT TICKETMASTER'S LIABILITY UNDER THIS AGREEMENT AND WITH RESPECT TO ANY BREACH OR WITH RESPECT TO ANY ACT OR OMISSION RELATING TO ANY ATTRACTION, WHETHER OR NOT SUCH BREACH OR ACT OR OMISSION IS DEEMED TO BE A TORT OR BREACH, TO THE TOTAL AMOUNT OF COMPENSATION RECEIVED BY TICKETMASTER PURSUANT TO THIS AGREEMENT.**

13. **DEFINITIONS**. As used in this Agreement, the following terms shall have the respective meanings indicated below unless the context otherwise requires:

"Account Balance" is defined in Section 6(a) hereof.

"Attraction" means the performances scheduled at the Facility as set forth in Exhibit B, and any other mutually agreed upon events.

"Attraction Taxes" means any and all sales, amusement, admissions and other taxes, charges, fees, levies or other assessments measured by reference to a charge per Ticket sold or determined based upon the purchase price of a Ticket, assessed by federal, state, county, municipal or other governmental or quasi-governmental authorities as a result of, or in connection with, any Attraction, including Principal Taxes and Ticketmaster Taxes as further described below. To the extent such taxes relate to the funds paid or owed to Principal under this Agreement such portion of Attraction Taxes may also be referred to herein as Principal Taxes, and to the extent such taxes relate to portions of service charges (e.g. convenience charge, processing fee, etc.) collected and retained by Ticketmaster under this Agreement, such portion of Attraction Taxes may also be referred to herein as Ticketmaster Taxes.

"Cancelled Attraction" is defined in Section 6(b) hereof.

"Chargebacks" is defined in Section 6(c) hereof.

"Deficiency Amount" is defined in Section 6(d) hereof.

"Face Value" means the face price of a Ticket as determined by Principal, which shall be inclusive of all applicable Attraction Taxes and facility, parking and similar fees.

"Facility" means the venue located at 5333 Prairie Stone Parkway, Hoffman Estates, IL 60192 and currently known as Sears Centre Arena.

"Facility Box Office" means the Ticket sales locations that are operated by Principal or by the Facility management and located at the Facility.

"Group Sales" means sales of Tickets by Principal to a group consisting of at least fifteen (15) people for use by the group members to attend an Attraction as a group. In no event shall Group Sales consist of the sale of Tickets to individuals to attend an event separately or for individuals to purchase Tickets with the intent to resell such Tickets.

"House Seats" means Tickets provided by Principal (i) to the Attraction's promoter, performing act or event, or their managers or agents (i.e. band holds); (ii) for distribution through legitimate fan clubs in accordance with current guidelines (i.e. fan club holds); or (iii) for legitimate promotional purposes (e.g. radio station promotions); provided that House Seats Tickets shall not be distributed to the general public.

"Inside Charges" means the amounts Ticketmaster charges Principal to sell, issue and process Tickets utilizing the TM System under this Agreement.

"Internet Sales" means all sales of Tickets over the Internet.

"Liquidated Damages Amount" is defined in Section 12(c) hereof.

"Material Financial Event" is defined in Section 6(d) hereof.

"On-Sale Date" is defined in Section 4(a) hereof.

"Outlet" means a retail Ticket selling agency (other than the Facility Box Office) where Tickets for an Attraction are made available and offered for sale to the public through the TM System.

"sale and sell" and any derivations thereof in this Agreement shall include any distribution for consideration, by any means or method (including without limitation, on the Internet or by auction) and shall include resales.

"Season/Contract Tickets" means specifically designated Tickets sold directly by Principal on an annual basis across all Attractions or across all of a category of Attractions (i.e., luxury suites, club level seats and season tickets).

"Sellable Capacity" means the admission capacity of the Facility for any particular Attraction.

"Set-Up Information" is defined in Section 4(a) hereof.

"Telephone Sales" means all sales of Tickets through the TM System by telephone, and if applicable, interactive voice response (IVR) and similar means.

"Term" is defined in Section 1 hereof.

"Ticket" means a printed, electronic or other type of evidence of the right, option or opportunity to occupy space at or to enter or attend an Attraction or Attractions even if not evidenced by any physical manifestation of such right, such as a "smart card", including, without limitation, tickets printed via *ticketFast*<sup>TM</sup> at home technology.

"TicketExchange" means the Ticketmaster TicketExchange software which allows Ticket purchasers to post Tickets purchased from Ticketmaster off of Ticketmaster Classic for sale to third parties on the TM.com Website.

"TicketExchange Buyer Fee" means the amount Ticketmaster charges Ticket buyers to purchase Tickets via TicketExchange.

"TicketExchange Fees" means the amounts Ticketmaster charges buyers and sellers to purchase or sell Tickets via TicketExchange, which fees may include TicketExchange Buyer Fees, TicketExchange Posting Fees, TicketExchange Seller Fees and TicketExchange Processing Fees.

"TicketExchange Posting Fee" means the amount Ticketmaster charges sellers to post Tickets for sale on TicketExchange when such Tickets are sold.

"TicketExchange Posting Price" means the price of a Ticket listed for sale on TicketExchange which shall be equal to at least the Face Value of the Ticket when originally purchased and no more than the amount permitted by applicable law.

"TicketExchange Processing Fee" means the amount Ticketmaster charges buyers for the processing of Tickets purchased via TicketExchange.

"TicketExchange Seller Fee" means the amount Ticketmaster charges Ticket sellers to sell Tickets via TicketExchange.

"TicketExchange Seller Proceeds" means the proceeds paid to a seller after the sale of Tickets via TicketExchange which amount shall be equal to the TicketExchange Posting Price of the Tickets sold less the TicketExchange Seller Fees, the TicketExchange Posting Fee and any applicable taxes assessed against the seller if deducted from the TicketExchange Posting Price.

"TicketFast®" means the TM.com Website method of Ticket delivery which allows purchasers to print Tickets from a computer.

"Ticket Receipts" means the Face Value of a Ticket less the applicable Inside Charges, Payment Processing Fees or Ticketmaster Taxes, and less any Principal taxes if Ticketmaster is required to remit Principal Taxes to any taxing authority.

"TM.com Website" means any Internet websites owned, operated and maintained by Ticketmaster, including, without limitation, any co-branded versions and any version distributed through any broadband distribution platform or through any platform or device including television, broadband and wireless technologies.

"TM System" means the hardware, software, the TM.com Website, related procedures and personnel, and repair and maintenance services established and maintained by Ticketmaster and its affiliates for the purpose of selling, distributing, auditing and controlling the sale of Tickets for Attractions, including, without limitation, at Outlets, by Internet Sales and by Telephone Sales.

#### 14. **MISCELLANEOUS.**

(a) **Governing Law/Jurisdiction:** This Agreement shall be interpreted and governed by the laws of the State of Illinois, without reference to conflict of laws principles. Each of the parties hereto agrees that the state courts, and the United States federal courts, that are located in the State of Illinois shall each have subject matter jurisdiction hereunder and personal jurisdiction over each of the parties hereto. Each such party hereby consents thereto, and hereby waives

any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent that any proceeding is conducted in accordance with the foregoing provision.

(b) Entire Agreement; Modification: This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written communications, proposals, agreements, and commitments. No modification to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default. A party's delay in enforcing its rights hereunder shall not be construed as a waiver of such rights or remedies.

(c) Assignment: Without the prior written consent of Ticketmaster, Principal shall not (i) directly or indirectly assign, transfer, pledge or hypothecate its rights or obligations in this Agreement or any interest therein; or (ii) permit the Hardware (if any) or any part thereof to be used, or access to the Software or any part thereof to be had, by anyone other than Principal or Principal's authorized employees. Any such assignment shall not relieve Principal of any of its obligations hereunder. Without the prior written consent of Principal, Ticketmaster shall not assign or transfer its rights or obligations in this Agreement or any interest therein, except in the event of an assignment by Ticketmaster to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required. Any assignment, transfer, pledge or hypothecation for which consent is required hereby and which is made without such consent shall be void. Notwithstanding the foregoing, Principal agrees and acknowledges that certain of Ticketmaster's duties and obligations under this Agreement may be performed on Ticketmaster's behalf by one or more of its parent, subsidiaries and affiliates, and no such performance shall be deemed to be an assignment or breach of this Agreement by Ticketmaster.

(d) Relationship of the Parties: Each party is an independent contractor and not an agent or partner of, or joint-venturer with, the other party for any purpose other than as set forth in this Agreement (e.g., Ticketmaster is the agent of Principal with respect to ticket sales and distribution). Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

(e) Delays: Neither party shall be liable or deemed in default, and no Event of Default shall be deemed to have occurred, as a result of any delay or failure in performance of this Agreement resulting directly or indirectly from any cause completely, solely and exclusively beyond the control of that party, but only for so long as such delay shall continue to prevent performance.

(f) Severability: If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.

(g) Notices: Any notices required to be given under this Agreement must be sent to each party, in writing, at the address set forth immediately below the signature line hereto or at such address as may be provided by each party in writing from time to time, by certified or registered mail, return receipt requested or by an overnight courier. Notices will be deemed effective the day following sending if sent by overnight courier or five days after sending if sent by certified or registered mail. Settlement reports may be delivered from Ticketmaster to Principal by email; therefore Principal shall promptly notify Ticketmaster of any change to its email address set forth immediately below the signature line hereto.

(h) Binding Agreement/Counterparts: The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement shall not be binding until executed by each of the parties. This Agreement may be executed in multiple counterparts which when taken together constitute a single instrument.

(i) Legal Review: Each of the parties has had the opportunity to have its legal counsel review this Agreement on its behalf. **TICKETMASTER AND PRINCIPAL ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING REMEDIES PROVISIONS, INCLUDING THE PROVISIONS RELATING TO CURE, LIMITATION OF LIABILITY, AND MEDIATION, AND BY THEIR SIGNATURES BELOW VOLUNTARILY AND KNOWINGLY AGREE TO BE BOUND BY ALL SUCH PROVISIONS.** If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the parties. The parties expressly agree that the construction and interpretation of this Agreement shall not be strictly construed against the drafter.

(j) Attorneys' Fees: In addition to any other rights hereunder, the substantially prevailing party, as a court of competent jurisdiction (as provided above) may determine, in any claim or other dispute which relates to this Agreement, regardless of whether such claim or other dispute arises from a breach of contract, tort, violation of a statute or other cause of action, shall have the right to recover and collect from the other party its reasonable costs and expenses incurred in connection therewith, including, without limitation, its reasonable attorneys' fees. If a party substantially prevails on some aspects of such claim or dispute but not others, the court may apportion any award of costs or attorneys' fees in such manner as it deems equitable.

(l) Facility Agreements: In the event that any Attraction is held at a facility with which Ticketmaster now has, or may at the time of the Attraction have, a ticket service agreement, then, if such ticket service agreement covers the Attraction, this Agreement shall be superseded by such ticket service agreement and shall not apply with respect to such Attraction.

(m) Survival of Terms: Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement, including without limitation provisions related to use of the Software, purchaser data, limitations on liability, confidential information, and governing law, shall survive any termination or expiration of this Agreement and continue in full force and effect.

IN WITNESS WHEREOF, Ticketmaster and Principal have caused this Agreement to be duly executed as of the date set forth below.

TICKETMASTER L.L.C.,  
a Virginia limited liability company

VILLAGE OF HOFFMAN ESTATES,  
an Illinois Home Rule Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 550 W. Van Buren  
13<sup>th</sup> Floor  
Chicago, IL 60607

Address: 1900 Hassel Road  
Hoffman Estates, Illinois

Attn: General Manager

Facsimile: \_\_\_\_\_

With a copy to: Ticketmaster L.L.C.  
550 W. Van Buren  
13<sup>th</sup> Floor  
Chicago, IL 60607  
Attn: Executive Vice President,  
North Central Region

email address: \_\_\_\_\_

With a copy to: Ticketmaster L.L.C.  
8800 Sunset Boulevard  
West Hollywood, CA 90069-2117  
Attn: General Counsel

## EXHIBIT A

### HARDWARE

The parties desire to provide that Ticketmaster shall provide Principal access to the TM System and rent certain ticketing equipment to Principal for its use at the Facility Box Office to access Ticket sales data and information, to sell Principal Tickets to persons physically present at the Facility Box Office, and to conduct Group Sales and sales of Season/Contract Tickets upon the terms and conditions set forth in this Exhibit A.

1. **Definitions.** The following terms shall have the respective meanings indicated below:

(a) **Hardware:** Up to ten (10) Boca Ticket Printers, up to thirty (30) AccessManager Scanners, up to seven (7) Access Point Units, up to thirty (30) Scanner Backup Batteries, one (1) AccessManager server, one (1) Router and Multi-Port Switch, one (1) Patch Antenna and any other equipment supplied by Ticketmaster to Principal during the Term of this Agreement. Principal and Ticketmaster acknowledge and agree that all Hardware has been previously provided by Ticketmaster for use solely at the Facility.

(b) **Software:** Ticketmaster's computerized ticketing software known and marketed as Ticketmaster Classic, AccessManager and any new versions thereof that are provided to Principal by Ticketmaster.

(c) **AccessManager:** The Ticketmaster AccessManager software which interfaces with the TM System to facilitate certain reporting systems and to provide various enhanced services to the patron admissions process through the use of bar codes or other media printed on Tickets.

2. **Principal Ticket Sales; Exclusivity.** Ticketmaster hereby grants to Principal the right to utilize the Hardware and Software to access Ticket sales data and information, sell Tickets to persons physically present at the Facility Box Office and to conduct Group Sales and sell Season/Contract Ticket sales during the Term in exchange for the fees set forth herein.

3. **Hardware and Software Use Fees.** Ticketmaster shall provide to Principal, at no cost, with the use of the Hardware and the Software at the Facility Box Office in connection with Principal's printing of Ticket sales data reports and Principal's sales of Tickets pursuant to this Agreement during the Term.

4. **Installation and Line Costs.** The installation costs with respect to the Hardware, the cost of all telephone line connections between Ticketmaster's central computer facility and the Facility Box Office, and all monthly telephone line costs with respect to the operation of the TM System between the Facility Box Office and the central computer facility, shall be borne solely by Principal.

5. **Hardware and Software Maintenance and Support.** Ticketmaster shall provide ordinary and routine maintenance, repair and support of the Hardware and Software at the Facility at no additional cost to Principal, provided that such maintenance, repair or support is not necessitated by the negligence or willful misconduct of Principal, its employees, agents or representatives.

6. **Protection of Hardware.** Principal acknowledges that the Hardware will be used by Principal at the Facility Box Office which location Ticketmaster does not own, operate or control. Accordingly, the parties agree as set forth below with respect to the Hardware:

(a) **Loss and Damage:** Principal hereby assumes and shall bear the entire risk of loss and damage to the Hardware, ordinary wear and tear excepted, whether or not insured against, once installed, unless occasioned by the negligence of Ticketmaster, from any and every cause whatsoever from the date of delivery of the Hardware to the Facility Box Office until removal thereof following termination of this Agreement. No such loss or damage to the Hardware shall impair any obligation of Principal under the Agreement. In the event of loss or damage of any kind to any Hardware, Principal shall within thirty (30) days after such loss or damage:

(i) Place the same, or replace the same with similar property, in good repair, condition and working order to the satisfaction of Ticketmaster; or

(ii) Pay Ticketmaster in cash the full replacement cost of the Hardware, and Ticketmaster shall promptly install new hardware to replace the lost or damaged Hardware.

(b) **Insurance:** Principal shall, at its own expense, provide and maintain at all times during Term insurance to protect the Hardware against loss caused by fire (with extended coverage), vandalism, malicious mischief, theft, or any other cause in an amount equal to the full replacement value of the Hardware as determined by Ticketmaster. Should Principal become unable to provide or maintain such insurance coverage, Principal shall promptly notify Ticketmaster in writing prior to the expiration of any such coverage and, thereafter, Ticketmaster shall have the right, but shall not be obligated, to provide insurance coverage for the occurrences specified above and charge Principal the costs of such insurance coverage. Principal hereby represents and warrants that Principal maintains adequate insurance coverage as set forth above pursuant to a policy of self-insurance.

(c) **Hardware and Software is Personal Property:** Principal covenants and agrees that the Hardware and Software is, and shall at all times be and remain, personal property which shall, at all times, remain the sole and exclusive property of Ticketmaster and the Principal shall have no right, title or interest therein or thereto except as a licensed user thereof. If requested by Ticketmaster, Principal will obtain a certificate in form satisfactory to Ticketmaster from all parties with a real property interest in the premises wherein the Hardware may be located, waiving any claim with respect to the Hardware. Except as may be necessary to prevent damage to or destruction of the Hardware, Principal will not move the Hardware or permit such Hardware to be moved without Ticketmaster's prior written consent, which consent shall not be unreasonably withheld, and shall give Ticketmaster prompt written notice of any attachment or other judicial process affecting any item of Hardware.

(d) **Designation of Ownership:** If, at any time during the Term, Ticketmaster supplies the Principal with labels, plates or other markings stating that the Hardware is owned by Ticketmaster, Principal shall affix and keep the same in a prominent place on the Hardware in recognition of Ticketmaster's ownership of the same.

(e) **Use of Hardware and Software:** Principal shall use the Hardware in a careful and proper manner and shall comply with and conform to all federal, state, municipal and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Hardware. Neither the Principal, nor its employees, agents, servants or representatives, shall alter, modify, copy or add to the Hardware or Software without the prior written consent of Ticketmaster.

(f) **Surrender of Hardware:** Upon the expiration or termination of this Agreement, Principal shall return the Hardware to Ticketmaster in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted.

7. **Taxes on Hardware.** Principal shall keep the Hardware free and clear of all levies, liens and encumbrances which are caused by Principal or under Principal's control and shall promptly reimburse Ticketmaster for all license fees, registration fees, assessments, charges and taxes, whether federal, state, county, municipal or other governmental or quasi-governmental, with respect to the Hardware located at Principal's Office, including, without limitation, use, excise and property taxes, and penalties and interest with respect thereto, except and excluding, however, any taxes based on or measured solely by Ticketmaster's net income.

8. **Training of Principal's Employees.** Ticketmaster shall provide a reasonable amount of training to Principal's employees who shall be reasonably necessary for the operation of the Hardware and Software at the Facility Box Office. To the extent of any change in personnel by Principal requiring additional training beyond that initially contemplated hereunder, Principal agrees to absorb all of the expenses thereof.

**EXHIBIT B**

**SCHEDULE OF ATTRACTIONS**

<b><u>Attraction</u></b>	<b><u>Date</u></b>	<b><u>Time</u></b>
Bad Boys Arenacross	January 15, 2010	7:30 PM
Bad Boys Arenacross	January 16, 2010	7:30 PM
High School Hoops Showdown	January 23, 2010	4:30 PM
Curious George Live!	January 28, 2010	10:30 AM
Curious George Live!	January 28, 2010	7:00 PM
Curious George Live!	January 29, 2010	10:30 AM
Curious George Live!	January 29, 2010	7:00 PM
Curious George Live!	January 30, 2010	10:30 AM
Curious George Live!	January 30, 2010	2:00 PM
Curious George Live!	January 31, 2010	1:00 PM
Curious George Live!	January 31, 2010	4:30 PM
PCB Tour: Professional Bullriders	February 5, 2010	7:30 PM
PCB Tour: Professional Bullriders	February 6, 2010	7:30 PM
Cirque du Soleil: Alegria	March 3, 2010	7:30 PM
Cirque du Soleil: Alegria	March 4, 2010	7:30 PM
Cirque du Soleil: Alegria	March 5, 2010	3:30 PM
Cirque du Soleil: Alegria	March 5, 2010	7:30 PM
Cirque du Soleil: Alegria	March 6, 2010	3:30 PM
Cirque du Soleil: Alegria	March 6, 2010	7:30 PM
Cirque du Soleil: Alegria	March 7, 2010	1:00 PM
Cirque du Soleil: Alegria	March 7, 2010	5:00 PM
Chicago Slaughter	February 27	TBD
Chicago Slaughter	March 21	TBD
Chicago Slaughter	March 27	TBD
Chicago Slaughter	April 24	TBD
Chicago Slaughter	May 22	TBD
Chicago Slaughter	May 28	TBD
Chicago Slaughter	June 12	TBD
Chicago Slaughter - Playoffs	TBD	TBD
Daughtry	May 27	TBD

**EXHIBIT C**

Form <b>W-9</b> (Rev. October 2007) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	Give form to the requester. Do not send to the IRS.
--	--	---

Print or type See specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Notes.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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

**SUBMITTED TO PLANNING, BUILDING & ZONING COMMITTEE  
FEBRUARY 2010**

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

**PLAN COMMISSION**

**JANUARY 20, 2010 - MEETING SUMMARY**

APPLICANT ADDRESS	REQUEST	RESULT
Poplar Creek Crossing Shopping Center	Plat of resubdivision and site plan amendment ( <i>remanded by VB on 12/14/09</i> )	Cont'd to 2/17/10
Jewel, 1485-1489 Palatine Road	Site plan amendment for fence removal	Approved

**FEBRUARY 3, 2010 - MEETING SUMMARY**

APPLICANT ADDRESS	REQUEST	RESULT
Meeting canceled		

**Upcoming Meeting: February 17, 2010**  
 Poplar Creek Crossing Shopping Center - Plat of resubdivision and site plan amendment (*cont'd from 1/20/10*)  
 Barrington Square Mall, 2300-2360 West Higgins Road - Facade modifications and construction of new loading dock  
 Review of zoning map

**Upcoming Meeting: March 3, 2010**  
 No petitioners scheduled yet

**Upcoming Petitioners and Related Activities**

*Woodfield Acura, Higgins & Gannon – Site Plan Amendment for building addition*  
*Prairie Stone (Sears Holdings Helipad) - Plat of Resubdivision*  
*St. Alexius Medical Center Campus, 1555 North Barrington Road - Plat of resubdivision*  
*Southeast corner of Hassell and Barrington - Site plan for gas station/retail buildings*  
*Autumn Woods, Golf Road, west of Rohrssen Road - Amendment to approved development plans*  
*Beacon Point Phase II - Annexation Agreement amendment and site plan for residential/commercial development*  
*Shree Jalaram Mandir Expansion, 425 Illinois Boulevard - Site plan for parking and building expansion.*  
*Bright Hope, northwest Corner Hassell and Stonington - Site plan amendment for site improvements*  
*Southeast corner Roselle & Golf Roads - Site plan improvements for division and reoccupancy of existing retail building*  
*Beverly Properties, southwest corner of Beverly and Higgins Road - Site plan for apartments*  
 Prairie Stone Parcel 24 - Plat of resubdivision and site plan amendment for restaurant  
 Alliance Church, 665 Grand Canyon Parkway - Site plan for building and parking lot expansion  
 Maranatha Church, southwest corner of Berner and Shoe Factory Roads - Annexation and site plan for new church  
 Knanaya Catholic Church - West side of Rohrssen Road, south of Shoe Factory Road- Annexation & site plan for church  
 Prairie Stone Parcel 16 - Site plan for hotel and restaurant  
 Police Department - Rezoning, plat of consolidation  
 Prairie Pointe (Prairie Stone Parcel 23) - Site plan for gas station/retail building  
 High School District 211- Berner Road - Subdivision plats for single-family homes

**ZONING BOARD OF APPEALS**

**JANUARY 19, 2010 - MEETING SUMMARY**

APPLICANT ADDRESS	REQUEST	RESULT
Meeting canceled		

**FEBRUARY 2, 2010 - MEETING SUMMARY**

APPLICANT ADDRESS	REQUEST	RESULT
Meeting canceled		

**Upcoming Meeting: February 16, 2010**  
 Barrington Square Mall, 2300-2360 W. Higgins - Master Sign Plan  
 Mercedes Benz, 1000 W. Golf Road - Master Sign Plan  
 Sprint/Clearwire, 750 Salem Drive - Special use and variation for cell antennas and equipment

**Upcoming Meeting: March 2, 2010**  
 No petitioners scheduled yet

**Upcoming Petitioners:**  
 Go Play-A Jugar, 1070 N. Roselle Road, Special use for indoor playground  
 Prairie Pointe (Prairie Stone Parcel 23) - Master Sign Plan  
 Village of Hoffman Estates, Text Amendment - Shed size

**GENERAL ACTIVITIES**

*General Planning Efforts.* Staff has held several meetings to discuss various sites that may be the subject of future development or redevelopment. Staff has also continued to stay in contact with recently approved projects that have not yet started construction to determine if any assistance can be provided to facilitate the projects moving forward.

Recently, Staff has met with various residential developers to discuss available properties. Based on the current market conditions, these developers are looking at options for potential future developments. Staff has also spent significant time working with various commercial property owners on property maintenance issues and ensuring that ongoing improvement projects are completed correctly.

Planning and Transportation staff are working transit station area concept plans as part of the ongoing discussions regarding the future STAR Line. Planning staff is also working with the Economic Development Division preparing materials for the ICSC and other economic development purposes.

*Poplar Creek at 59/90 Entertainment District.* Staff is working with the Economic Development Director on coordinating the Prairie Stone Entertainment District streetscape and signage project. As part of the Saddle Room/OTB final plans, staff worked with the owner to incorporate some streetscape elements into their project that will coincide with the Village's goals along Prairie Stone Parkway and Pratum Avenue.

Coordination is being done with businesses, including Cabela's, regarding signage needs and how they will fit with the Village efforts. The new Village Entertainment District sign is currently being installed along the Tollway, with Cabela's managing the installation process. Staff is currently working to develop locations and designs for Entertainment District signs at the three primary entrances to the District and talking to businesses who may be interested in funding/partnering on these signs. The process is also underway for the Village installation of several roadside way-finding signs within the Poplar Creek Entertainment District.

## **COMMUNITY DEVELOPMENT BLOCK GRANT**

*The Planning Division maintains up to date CDBG Program information, including access to copies of all past documents, public meeting notices, RFP notices, and current status information for ongoing CDBG activities on the Village's website at [www.hoffmanestates.org/cdbg](http://www.hoffmanestates.org/cdbg).*

**General.** Staff completed regular report items that are periodically due to HUD. Planning worked to finalize and account for all CDBG expenditures in the 2009 fiscal year and ensure that all finances were accurately reported in the HUD database system. Preparation for the next five-year Consolidated Plan must begin in 2010 and Planning created a timeline and calendar for the development of the Plan.

**Single-Family Housing Rehabilitation.** North West Housing Partnership (NWHP), acting as the Village's subrecipient, is currently working with several homeowners on the loan and construction application process for various single family home rehabilitation projects. One home was completed in January and one home is nearing construction completion.

**Barrington Square Street Light Project.** Planning and Public Works met with Frank Novotny and Associates, the engineer on Phase I of the Lighting Project regarding Phase II. Planning is reviewing the engineering and design contract from Novotny for adherence to CDBG requirements prior to moving forward on the project. Phase 2 of the project is planned to initiate in autumn 2010.

**American Recovery and Reinvestment Act Allocation (CDBG-R).** The Federal quarterly report required by the Office of Management and Budget was submitted in early January.

## **2010 CENSUS**

*The Planning Division maintains up to date census information, including information on the 2010 Census and links to current census data, on the Village's website at [www.hoffmanestates.org/census](http://www.hoffmanestates.org/census).*

Staff is working with the U. S. Census Bureau to promote the importance of Village residents participating in the upcoming 2010 U. S. Census. The Census data is used to determine the distribution of certain federal funds and affects the distribution of congressional seats. Staff has e-mailed fliers and other pertinent information regarding the census to the school districts, churches, and libraries and asked that they post the information in conspicuous areas.

Staff has forwarded information to the members of the new *Complete Count Committee* and is asking them to distribute the information in their places of employment and to promote the upcoming Census. A meeting with the Complete Count Committee is slated for February 8, where items promoting the census will be distributed to the committee. Planning staff has also been working extensively with the Village's GIS staff and the Census Bureau on the address verification process to ensure that all valid addresses are included in the Census.

Throughout the upcoming months leading up to the April 2010 Census, staff will continue to distribute information via mail and email, provide information at various community events, post web site updates, and get the word out via other means. Ongoing correspondence with surrounding communities will continue in an effort to learn of new opportunities that can be used to distribute information about the Census.

Information has been posted on the front page of the Village's website regarding job opportunities related to the 2010 Census. Information will also be included on the Village's cable channel and in an upcoming *Citizen* regarding the importance of the 2010 Census. Late in January, Planning staff set a display table for Village Hall visitors to gather additional information about the Census.

## ECONOMIC RECOVERY AND GRANTS

The Planning Division maintains up to date information, including a summary of current grant efforts and transparency reporting information, on the Village's website at [www.hoffmanestates.org/grants](http://www.hoffmanestates.org/grants).

ARRA Grant	Amount Received	Amount Expended	Project	Status
Community Development Block Grant – Recovery (CDBG-R)	\$81,078	\$81,078	Replace deteriorated sidewalks and accessible ramps in the CDBG-eligible neighborhood of Barrington Square.	Complete. Staff maintaining documentation and reporting materials.
Energy Efficiency and Conservation Block Grant (EECBG)	\$515,100	\$355	Fund eight initiatives for public facilities and residents.	Training for the residential energy audit program continues; initial procurement stage for lighting projects underway.

Non- ARRA Grant	Amount Allocated/ Received	Amount Reimbursed	Project	Status
Illinois Department of Commerce and Economic Opportunity (DCEO) Energy Efficiency Incentives	\$13,026 (as of 1/29/10)	\$0	Supplemental funding for multiple exterior lighting projects funded by the Energy Efficiency and Conservation Block Grant (EECBG).	Several projects are underway; funds will be reimbursed upon project completion.

Planning staff was notified that Hoffman Estates will be receiving approximately \$13,000 in reimbursement incentives for exterior lighting efficiency projects. Now that funding has been awarded for exterior projects, the application for interior lighting efficiency projects is being finalized and will be sent to DCEO in February. The DCEO reimbursement for interior lighting projects is anticipated to be approximately an additional \$13,000. With the receipt of the State energy incentives, all lighting projects will be funded entirely by EECBG and DCEO funding.

Staff was also notified by DCEO that Hoffman Estates' application for the state Recycling Grant (\$15,000) is in good standing and remains eligible for funding. DCEO did not affirm that the Village will be receiving any funds but said to expect announcements to successful grantees in February 2010.

Staff was notified that Hoffman Estates will not be receiving the Green Roofs grant from DCEO, for half of the construction of the green roof at the new police department building. Village bonds will allow for the continuation of the green roof project as planned, without grant assistance.

Village staff continues to seek out and investigate grant opportunities through a variety of sources.

## GREEN INITIATIVES

The Planning Division maintains up to date information on current green programs under the Village's Growing to Greenness initiative on the Village's website at [www.hoffmanestates.org/green](http://www.hoffmanestates.org/green).

### *Training*

Ashley Monroe attended a "Planning for Wind Energy" webinar hosted by the American Planning Association.

### *Green Programs*

In early March, the Village will pick up a maximum of forty rain barrels from the Metropolitan Water Reclamation District (MWRD) and the residents will pick up the barrels from a Village facility. The program intends to make the rain barrels more accessible to Village residents. This month, Planning staff wrote a *Citizen* article about rain barrels and also inserted a notice about the rain barrel program in the February water bill. In the first few days after the notices, staff received an overwhelming resident interest in obtaining a rain barrel. Over 27 calls and emails were fielded and 32 barrels were pre-ordered within the first four days of the program. When the Village supply of 40 permitted barrels is depleted, staff plans to issue a press release on the success of the program and instructions on how residents who are still interested can obtain a rain barrel from the WMRD.

Planning staff affirmed with the Illinois Department of Commerce and Economic Opportunity (DCEO) that the Village is eligible for funding incentives for energy projects. Staff has applied for funding for two planned lighting projects. All financial incentives obtained from DCEO will directly supplement the planned projects funded by the Energy Efficiency and Conservation Block Grant (EECBG). Leftover EECBG funds could be used for additional projects or unexpected contingencies.

The Village participates in the *Clean Air Counts* regional initiative, supported by the Metropolitan Mayor's Caucus, to support clean air and emissions reduction. In December, an application was submitted for a Clean Air Counts Community Recognition award. The awards have not yet been announced. An article related to the Clean Air Counts initiative was published in January's *Citizen*. Additional information about Clean Air Counts can be found on the Village's website.



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Peter Gugliotta, Director of Planning Division



**CODE ENFORCEMENT**  
**MONTHLY REPORT**  
**SUBMITTED TO PLANNING, BUILDING & ZONING COMMITTEE**  
**FEBRUARY, 2010**

Attached is the monthly report for Code Enforcement for the period ending January 31, 2010.

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Don Plass, Director of Code Enforcement

## ACTIVITIES

On January 7, 2010, Don Plass attended the Northwest Building Officials and Code Administrators (NWBOCA) monthly meeting. The topic was "Changes to the 2009 International Code."

On January 12, 2010, Hoffman Estates hosted the Metropolitan Mayor's Caucus and their presentation of the 2009 International Energy Conservation Code, which is to become the State Energy Code for residential structures. There were 11 municipalities present with over 40 participants.

## EMERGENCY CALL OUTS

On January 15, 2010, Jeff Mattes was called out to a fire at 2145 Greystone. The townhouse was posted uninhabitable.

On January 18, 2010, Don Plass was called out to a fire at 5741 Providence. The house was posted uninhabitable.

## DEMOLITION PERMITS

No demolition permits issued.

## CONSTRUCTION INSPECTIONS

Inspections performed:

• Structural	46	• Mechanical	22
• Electrical	25	• Other	88
• Plumbing	20		

## CITATIONS

Charles Respondi  
450 Audubon  
Inoperable/unlicensed vehicle on driveway

Jennifer Deacon  
1390 Hassell Rd.  
Inoperable/unlicensed vehicle on driveway

CODE ENFORCEMENT MONTHLY REPORT

FEBRUARY, 2010

PAGE 3

Betty Olsen  
790 Grand Canyon  
Inoperable/unlicensed vehicle on driveway (2)

Robert Vigna  
10 W. Thacker  
Vehicle parked on grass

Ramotu Brooks  
1392 W. Oakmont  
Vacant property in disrepair and inoperable/unlicensed vehicle

Ping Chen Cheng  
825 Woodlawn  
Improper storage

Anthony Kozlowski  
715 Mohave  
Failure to maintain exterior surfaces and failure to maintain garage

Cynthia Maheras  
750 Maywood  
Obstruction of the right of way and improper storage

Hope Shiba  
75 Kingman  
Debris accumulation, failure to maintain exterior surfaces and failure to maintain garage & deck

Andrzej Kuklo  
460 Ashland  
Improper storage

Rocio Cernas  
770 Alcoa  
Improper Storage (Toter)

Subway  
1169 Barrington Rd.  
Failure to Maintain Exterior

CODE ENFORCEMENT MONTHLY REPORT

FEBRUARY, 2010

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Fakilede Modupe  
1842 Wellington  
Failure to maintain interior structure

Jose Novas  
700 Western  
Failure to remove improper window treatments

Courtney Stevenson (Tenant)  
1745 Queensbury  
Removal of placard

Bob Soltani (Owner)  
1745 Queensbury  
Removal of placard

Oleg Konstantinow  
1880 Bonnie Ln. Unit 316  
Failure to maintain interior structure & unsanitary conditions

Judith Labriola  
1788 Jamestown Cir.  
Failure to obtain animal license (4)

## **RESIDENTIAL INSPECTION REPORT**

The Residential Inspection Program will be focusing on all single family homes located north of Interstate 90. Informational postcards will be sent to all households in the inspection area. Inspections will begin in May.

## **MULTI-FAMILY LICENSING REPORT**

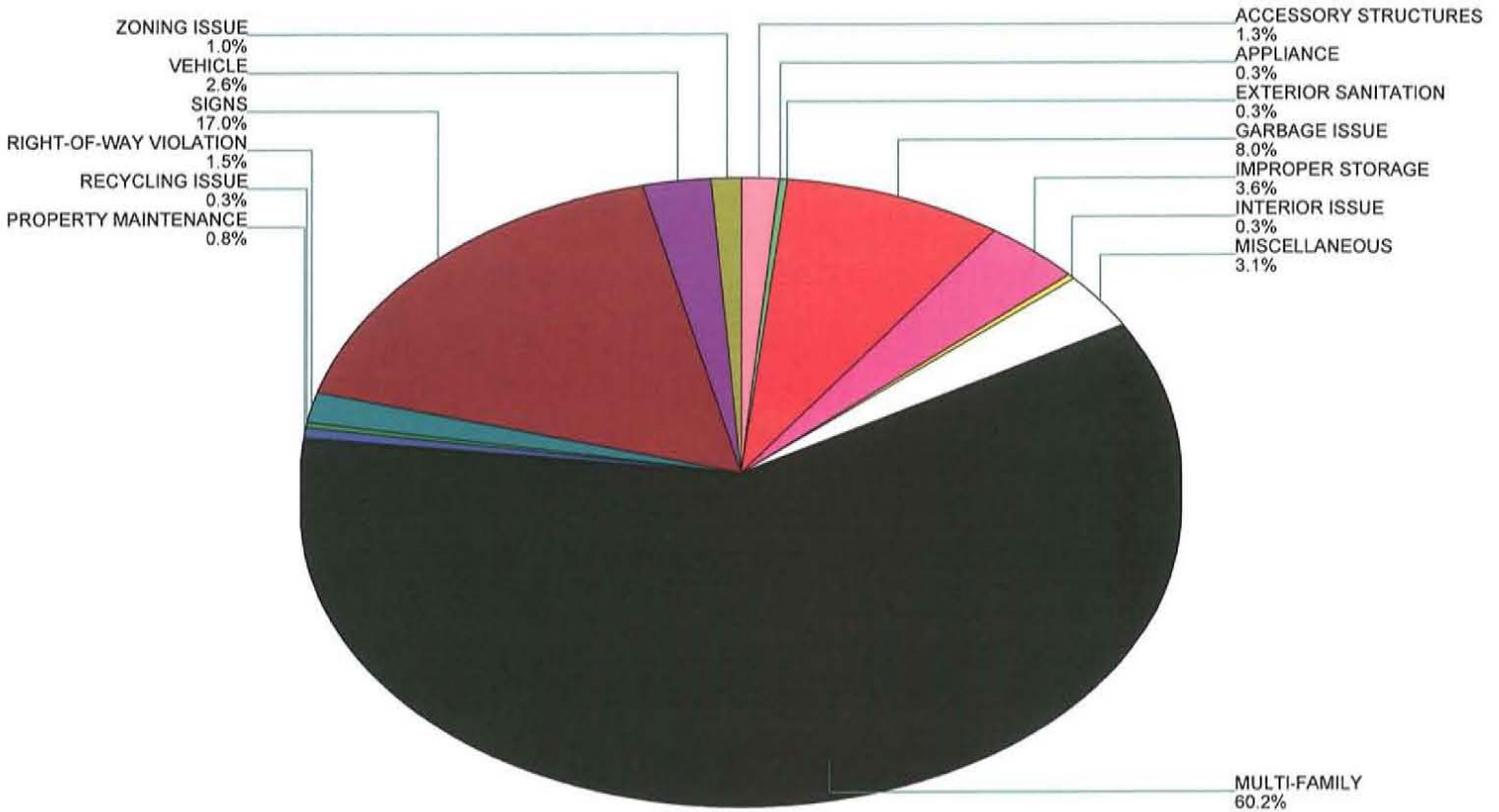
Initial Multi Family interior inspections with Building Inspectors will be completed mid February with re-inspections to start in March.

**ENVIRONMENTAL HEALTH INSPECTION REPORT**

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

ACTIVITY	THIS MONTH	YEAR TO DATE
High Risk	42	42
Moderate Risk	0	0
Low Risk	10	10
Swimming Pools	1	1
Other Inspections	11	11
<b>Totals:</b>	<b>64</b>	<b>64</b>

## Monthly Code Violation Summary Report 1/1/2010 - 1/31/2010



Violation Type	Total
ACCESSORY STRUCTURES	5
APPLIANCE	1
EXTERIOR SANITATION	1
GARBAGE ISSUE	31
IMPROPER STORAGE	14
INTERIOR ISSUE	1
MISCELLANEOUS	12
MULTI-FAMILY	234
PROPERTY MAINTENANCE	3
RECYCLING ISSUE	1
RIGHT-OF-WAY VIOLATION	6
SIGNS	66
VEHICLE	10
ZONING ISSUE	4
<b>TOTAL</b>	<b>389</b>

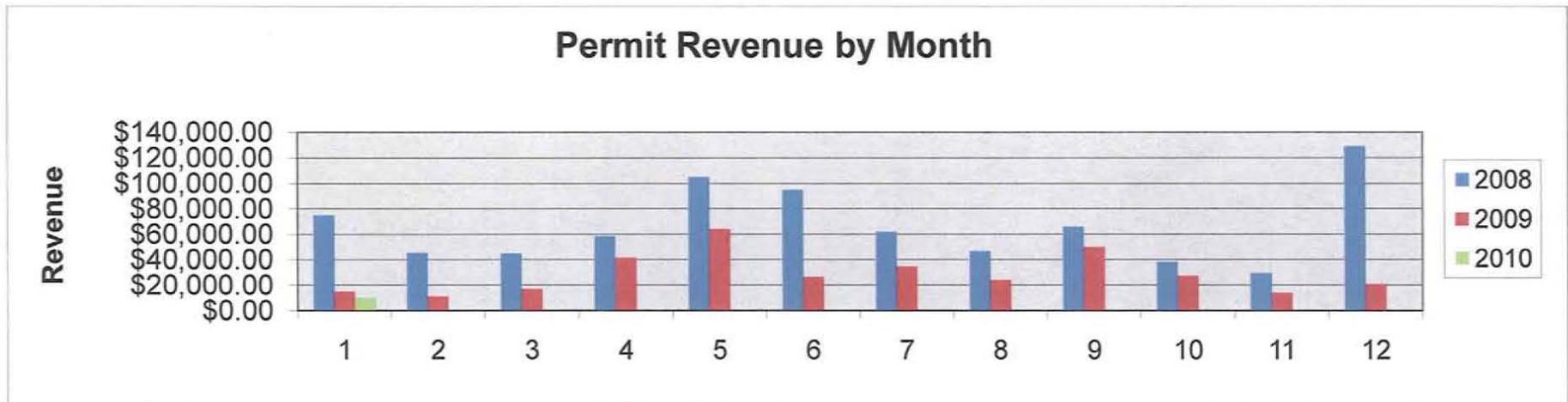
**PERMIT REPORT**

DESCRIPTION	2009 YEAR-TO-DATE # OF PERMITS (not including current month)	2009 JANUARY # OF PERMITS	2009 TOTAL YEAR-TO-DATE # OF PERMITS	2010 YEAR-TO-DATE # OF PERMITS (not including current month)	2010 JANUARY # OF PERMITS	2010 TOTAL YEAR-TO-DATE # OF PERMITS
Business Remodeling	0	2	2	0	6	6
Demolition	0	0	0	0	0	0
Driveways	0	0	0	0	0	0
Electrical	0	6	6	0	7	7
Fences	0	2	2	0	3	3
Mechanical	0	6	6	0	5	5
Miscellaneous Permits	0	3	3	0	4	4
Multi-Family Remodeling	0	1	1	0	1	1
New Business	0	0	0	0	0	0
Plumbing	0	13	13	0	11	11
Pools - Above Ground	0	0	0	0	0	0
Pools - In-Ground	0	0	0	0	0	0
Residential Decks	0	0	0	0	0	0
Residential Patios	0	0	0	0	1	1
Residential Garages	0	0	0	0	0	0
Residential Remodeling	0	3	3	0	4	4
Residential Sheds	0	0	0	0	2	2
Roofs/Siding	0	5	5	0	6	6
Signs	0	20	20	0	3	3
Single Family Residences	0	0	0	0	1	1
Town Homes/Duplexes	0	0	0	0	0	0
<b>TOTALS</b>	0	61	61	0	54	54

### Permit Revenue Comparison

Year	2008	2009	2010
Jan.	\$75,235.48	\$14,988.31	\$9,880.67
Feb	\$45,474.16	\$11,279.07	
Mar	\$44,994.58	\$17,251.32	
Apr	\$58,869.25	\$41,817.20	
May	\$105,165.22	\$64,316.18	
Jun	\$95,125.07	\$26,933.37	
Jul	\$62,087.77	\$34,829.98	
Aug	\$46,856.30	\$24,545.20	
Sep	\$66,306.76	\$50,185.27	
Oct	\$38,290.37	\$27,638.81	
Nov	\$29,903.48	\$14,108.80	
Dec	\$129,259.48	\$21,103.98	
Revenue	\$797,567.92	\$348,997.49	\$9,880.67
Elevator Invoices	-\$27,610.00	\$0.00	\$0.00
<b>Total Revenue</b>	<b>\$769,957.92</b>	<b>\$348,997.49</b>	<b>\$9,880.67</b>

<b>2010 Budget</b>	<b>\$400,000.00</b>
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**Total Revenue** includes building permits, fire permits and Temporary Certificates of Occupancy.  
 As of 2009, elevator invoices no longer included in Total Revenue.

## ECONOMIC DEVELOPMENT/TOURISM MONTHLY REPORT FEBRUARY 2010

<b>Economic Development Plan Implementation: 2010 Objectives and Benchmarks</b>			
<b>Year</b>	<b>Objective</b>	<b>Benchmark</b>	<b>Measurement/Status</b>
<b>Direction I: Further strengthen the promotion and branding of Poplar Creek at 59/90)</b>			
2010	1.1 - Design, obtain approval, and hire a contractor to install 9 wayfinding signs in 59/90.	Sign designs and renderings, agenda item for PB&Z.	Achieved (approximate cost \$9,000). Signs installed week of Feb. 1, 2010. Revenue from EDA paid for costs.
2010	1.2 - Develop goals and objectives for the promotion/branding of 59/90.	Bi-monthly internal marketing staff meetings to gain consensus/plan list of goals/objectives and marketing plan.	Village Board approval of marketing plan. 3/2010
2010	1.3 - Development of 5 sample digital billboard ads for Poplar Creek at 59/90 promotion/branding 1-2 ads for Tartan Day Parade and event.	Presentation to Economic Development team to gain feedback and consensus on direction and plan.	Ad placement on digital sign. Tartan ad live in late March. 4/2010
2010	1.4 - Get 3 other 59/90 stakeholders to utilize Poplar Creek at 59/90 logo.	Send logo disks to 3 stakeholders by April 2010.	Logos utilized in stakeholder ads in flyer, newspaper, and other media sources. 7/2010
2010	1.5 - Meet with adjacent 59/90 shopping center management/ownership to induce them to incorporate branding and promotion using Poplar Creek at 59/90 logo.	Meetings and correspondence with Poplar Creek Crossing and the Arboretum management and ownership.	Management distributes logo information to gain partial to full adoption of logos in banners, flyers, and advertisement to tenants. Tenant partial adoption of logo (4-8 tenants per shopping center). 2/2010 - Not completed but initial activation.
<b>Direction II: Assist in the sale/lease of Village property to raise capital to enhance revenue for multiple uses</b>			
2010	2.1 - Prepare an RFP for the sale of the Police station.	Send draft to various divisions for feedback and input. Develop a list of recipients.	PB&Z approval of Police station RFP. 3/2010 - RFP being distributed to Development Services Divisions. RFP sent out. Projected late 3/2010.

<b>Year</b>	<b>Objective</b>	<b>Benchmark</b>	<b>Measurement/Status</b>
<b>Direction III: General activity to retain business in Hoffman Estates</b>			
2010	3.1 - Work with the Chamber to produce programs/seminars to assist in business retention.	Assist in planning and Chamber programs.	Mayor's annual breakfast 2/24/10.
2010	3.2 - Work with neighboring communities to organize industry led programming for short term and long term results to strengthen companies and retention position.	Meet 4-6 times annually to develop and plan retention activities, work with community colleges, local agencies, toolmakers, manufacturers, distributors.	February 3, meeting at FANUC included 5 companies, 2 community colleges, and Innovate Now. Industry direction given for workforce development. 2/3/2010
2010	3.3 - Call companies allegedly exploring relocating from Hoffman Estates.	Call average of 2 companies per month and follow-up, as needed, to address their issues.	Dialogue with 2 companies, One is working on expansion in Hoffman Estates via various activity. Other company is non-responsive.
2010	3.4 - Develop a restaurant discount program to encourage residents and guests to eat in Hoffman Estates restaurants.	Contact independent restaurant first. Get quotes on letter and discount card printing. Plan insertion in Village newsletter.	Initial contact of restaurants, quotes on cost requested, coordination began on newsletter. 2/4/2010
<b>Direction IV: Coordinate and plan meetings for the Economic Development Commission</b>			
2010	4.1 - Plan, organize, and coordinate with Commission Chairman and Village staff for quarterly Economic Development Commission meetings.	Prepare minutes and agenda for quarterly meetings. Coordinate with Chairman on logistics and agenda.	First quarter achieved - St. Alexius Medical Center was host. 1/22/2010

## **TOURISM OFFICE:**

### ***Taste of Hoffman Estates***

Continue to socialize the restaurant promotion "Taste of Hoffman Estates" by personal visits with full service restaurants. Letters are being mailed to each restaurant with a sample of the cards that will be distributed through the Village newsletter. Staff has priced the insert that will go inside the newsletter. Additional letters will be distributed to Hoffman Estates hotels for their guests' use. Attempting to get the full service restaurants on board for a 10% discount whenever a card is shown. Promotion will be good for one year, March 2010-March 2011. While visiting with restaurants, also identifying pub type locations to begin bus package allowing patrons to enjoy food and beverages and a ride to/from the Sears Centre Arena for certain packages.

### ***Tartan Day Parade, Celebration of Nations/Unity Day***

Continuing mailings for parade applicants. Investigating costs associated with large parade float balloons, developing sponsorship packages, and coordinating outreach of commission to neighboring communities for participation. Receiving results from Cultural Awareness Commission mailings to performers and food vendors for Celebrations. Meetings with Transportation Division and Police Department to refine parade route. Meetings with volunteer coordinators to begin solicitation of volunteers. Working with staff to design media buy package for larger contributors. Designing printed materials and FanFare (sponsorship opportunity and fulfillment piece). Tartan Day materials taken to American Bus Association Trade Show to increase tour group attendance at event and identify tour operators for Familiarization Tour to benefit Village hotels.

### ***Chicago Slaughter Arena Football Team***

Met with General Manager and staff of Slaughter to pull sponsorship opportunities back to Hoffman Estates businesses. Hoffman Estates EOS (a full service salon and spa) will be sponsoring the Dance Squad, which will be residing at Barrington Lakes Apartments and the visiting teams will lodge at Comfort Inn and Suites. The Celebrity Poker Tournament previously planned for an Elk Grove location, is now taking place at the Sears Centre Arena in February to benefit the Walter and Connie Payton Foundation.

### ***Hoffman Estates Hotel Community***

Working with Hoffman Estates hotels who were eliminated from Sears Holdings preferred lodging status due to change in timing of online auction. The date change precluded several Hoffman Estates hotels, who have been unsuccessful in sending their rate offering to Sears Holdings Travel Procurement Manager. Currently tracking almost 5,000 room nights still going to Elgin hotels. Hosting next quarterly meeting of Hospitality Community at the Sears Centre Arena, allowing our hotels face time with new management team. Chronic turnover in Sales Team Leaders has resulted in time spent in the field to assist new Sales Directors to identify travel generators.

### ***Business Retention***

Arranging ribbon cuttings and press releases for area businesses (Shear Magic, Seattle Sutton, Falafil Hut). Assisting restaurants in their retention while developing "Taste" materials and participants.

### ***Chamber of Commerce***

Overseeing development of Chamber's annual publication. Coordinating Mayor's Annual Breakfast currently planned for February 24, at the Sears Centre Arena Club. Membership recruitment is an ongoing effort.