



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

March 1, 2010

**I. Roll Call**

**Members in Attendance:**

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

**Other Corporate Authorities  
in Attendance:**

**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  
Clint Herdegen, Police Chief  
Bev Romanoff, Village Clerk**

**Others in Attendance:**

**Reporter from *Daily Herald***

The Special Planning, Building and Zoning Committee meeting was called to order at 9:18 p.m.

**NEW BUSINESS**

- 1. Request approval of an extension to the interim agreement with Jani-King, Rolling Meadows, IL, to provide routine and event cleaning services at the Sears Centre Arena at the hourly rates included in the agreement through August 2010.**

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

Mark Koplín addressed the Committee and stated that based on conversations earlier today, it requested to defer this item 2 weeks to the regular meeting on March 15, 2010 so that final details can be worked out and brought back.

Trustee Mills stated that this agreement terminates on March 31 so if the Committee isn't going to discuss it again until March 15, and a 30-day notice is required, is the timing an issue. Mark Koplín stated that there is a 30-day notice to cancel, but not 30 days to extend it. Mr. Janura stated that this agreement will terminate if nothing is done by March 31.

Motion by Mayor McLeod, seconded by Trustee Kincaid, to defer this item to the meeting of March 15, 2010. Voice vote taken. All ayes. Motion carried.

2. **Request approval of an interim agreement with Standard Parking, Chicago, IL, to provide event parking services at the Sears Centre Arena at the hourly rates included in the agreement through August 2010.**

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

Motion by Mayor McLeod, seconded by Trustee Kincaid, to defer this item to the meeting of March 15, 2010. Voice vote taken. All ayes. Motion carried.

3. **Discussion regarding the typical duties of a Contract Administrator and options on how the Village can fill that role for the Sears Centre Arena.**

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

Trustee Pilafas stated that there has been a lot of discussion about the contract administrator and the need for the role. It will be beneficial to move on this at least in parallel to the Global Spectrum contract. It would be ideal to have a description of the “what” and the “who” for the position and what the contract administrator will do for the Village. Trustee Pilafas also indicated that the Arena Committee met and they provided some comments in terms of how much of a role this position would play in terms of full-time, half-time, etc. and the impression was is that is should be a full time role, however, it may be the case for a few months, but not long term.

Mark Koplin stated that if there is anything that should not be included or is omitted as part of the job description to let staff know.

Joe Briglia stated that the title of “contract administrator” may not be as good a term as “owner’s representative” may be because the vision and policies and procedures the Village wants needs to be represented. The owner’s representative will be a steward or advocate for the Village and keep the vision of the Village in the forefront.

Trustee Kincaid agreed and thinks that “contract administrator” may indicate that it is someone to look over the contracts, etc. when, in essence, there are many more functions this position will be responsible for so “owner’s representative” may be a better title. He also asked if there was a budget for this position. Mr. Norris stated that there is not a specific line item budget for this position but did pull together funds for the transition costs and operating costs and this position would go against those funds as well.

Mr. Norris stated that in talking to people in the industry and in other communities that have a similar function, this position is not full-time, even if they have similar entertainment districts. It feels "full-time" right now, but things will settle down and contracts will be in place for a majority of the services. A same amount of oversight can be accomplished without calling it a full time position.

Trustee Pilafas stated that the collection of funds was approved in December and will carry us through the 2010 calendar year. The important thing is to establish the single point of accountability in terms of having connectivity or a relationship with the arena committee, the Board and Manager. He stated that the next steps, as it is formalized, would be to get to a state of approval.

Trustee Mills indicated that "owner's representative" is a better term than "contract administrator" and to pursue this as it gives the Village more "ownership" in the position.

Mr. Norris asked if the Committee wants to approve both the concept and the scope of responsibilities as contained and direct staff to move forward to the next step.

Motion by Trustee Mills, seconded by Trustee Newell, to approve the scope of services as contained in the memorandum to Committee as a guideline for this position. Voice vote taken. All ayes. Motion carried.

## **II. Adjournment**

Motion by Trustee Green, seconded by Trustee Newell, to adjourn the meeting at 9:39 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

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Debbie Schooop, Executive Assistant

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Date

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

March 22, 2010

**I. Roll Call**

**Members in Attendance:**

Gary Pilafas, Chairperson  
Cary Collins, Vice Chairperson  
Ray Kincaid, Trustee

**Other Corporate Authorities  
in Attendance:**

Trustee Karen Mills  
Trustee Jackie Green  
Trustee Anna Newell  
Mayor William McLeod

**Management Team Members  
in Attendance:**

Dan O'Malley, Deputy Village Manager  
Arthur Janura, Corporation Counsel  
Mark Koplin, Asst. Vlg. Mgr., Dev. Services  
Peter Gugliotta, Director of Planning  
Don Plass, Director of Code  
Patrick Seger, HRM Director  
Robert Gorvett, Fire Chief  
Clint Herdegen, Police Chief  
Algean Garner, Director of HHS  
Ken Hari, Director of Public Works  
Michael DuCharme, Director of Finance  
Rachel Musiala, Asst. Director of Finance  
Gordon Eaken, Director of IS  
Bev Romanoff, Village Clerk  
Rebecca Suhajda, Administrative Intern  
Emily Kerous, Dir. of Operations

**Others in Attendance**

Reporters from Daily Herald & Chicago  
Tribune

The Planning, Building and Zoning Committee meeting was called to order at 7:00 p.m.

**II. Approval of Minutes**

Motion by Trustee Mills, seconded by Trustee Green, to approve the Planning, Building & Zoning Committee meeting minutes of February 8, 2010. Roll call vote – Ayes: Pilafas, Kincaid, Mills, Green, Newell, McLeod. Present: Collins. Motion carried.

Motion by Mayor McLeod, seconded by Trustee Mills, to approve the Special Planning, Building & Zoning Committee meeting minutes of February 15, 2010. Roll call vote – Ayes: Pilafas, Kincaid, Mills, Green, Newell, McLeod. Present: Collins. Motion carried.

Motion by Trustee Mills, seconded by Trustee Green, to approve the Special Planning, Building & Zoning Committee meeting minutes of February 22, 2010. Roll call vote – Ayes: Pilafas, Collins, Kincaid, Mills, Green, Newell, McLeod. Motion carried.

### NEW BUSINESS

- 1. Request approval of an amendment to Section 8-4-11 of the Village code to remove concert license requirements for Village owned venues.**

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

Mark Koplin addressed the Committee and stated that this requirement is for events of a certain size and Village Green does not accommodate events that trigger a license. This is only for the Sears Centre Arena.

Trustee Collins asked the basis for exempting the Village and not other venues. The underlying fact is that we are charging a license fee for a reason. Mark Koplin stated the Village would like to be exempt from paying the fee from ourselves to ourselves.

Trustee Kincaid asked if this was a way of knowing what events are there and how will the Village know if the requestor is not required to get a license. Mark Koplin stated since the Village is the owner and working closely with the operator, the Village is aware of any events. When Poplar Creek and Sears Centre, operating under another operator, this was a necessary requirement.

Trustee Mills stated that if the Village Green was having an event with a large number of people at a concert, or rents it for an event, the license fee should still be paid. It may not ever happen, but it could. Dan O'Malley stated that the amendment could include language to say that it will not apply to facilities owned by Village or Village events. Trustee Mills suggested language that should say that "the license fee will not apply to facilities owned by the Village and/or any Village sponsored events."

Motion by Trustee Mills, to approve an amendment to Section 8-4-11 of the Village Code to remove concert license requirements for Village owned venues. Motion withdrawn.

Motion by Trustee Mills, seconded by Trustee Green, to defer this item to next month's Planning, Building & Zoning Committee for further discussion. Roll call vote – Ayes: Pilafas, Collins, Kincaid, Mills, Green, Newell, McLeod. Motion carried.

- 2. Request by Barrington Square Mall Merchants Association for a time extension through 2014 for the Classic Car Nights car show special use and site plan in the parking lot of the Barrington Square Mall.**

An item summary sheet from Pete Gugliotta was presented to Committee.

Trustee Collins stated that this event has been a great success at this location.

Motion by Trustee Mills, seconded by Trustee Kincaid, to approve time extension through 2014 for the Classic Car Nights show special use and site plan in the parking lot of the Barrington Square Mall. Roll call vote – Ayes: Pilafas, Collins, Kincaid, Mills, Green, Newell, McLeod. Motion carried.

**3. Request approval of a resolution adopting the 2010 zoning map.**

An item summary sheet from Pete Gugliotta was presented to Committee.

Trustee Kincaid inquired about certain areas on the map that looked like they are unincorporated or not part of Hoffman Estates, or if they are part of the Forest Preserve; for instance, the property along the Jane Addams Tollway on Central between Ela and Huntington, is still unincorporated. Pete Gugliotta stated that parts of the Forest Preserve are within the corporate limits of the Village and some of the areas of the Forest Preserve are not. That particular property is still unincorporated. We have experienced no boundary changes in the last year. Trustee Kincaid also inquired about the section is near Bradwell. Pete Gugliotta stated that the developer/potential buyer approached the Village to discuss annexing into the Village, however, never formally proceeded.

Motion by Trustee Mills, seconded by Mayor McLeod, to approve a resolution adopting the 2010 zoning map. Voice vote taken. All ayes. Roll call vote – Ayes: Pilafas, Collins, Kincaid, Mills, Green, Newell, McLeod. Motion carried.

**4. Request for policy direction regarding guidelines for Village conducted energy audits of single-family residential homes.**

An item summary sheet from Don Plass and Ashley Monroe was presented to Committee.

Don Plass addressed the Committee and stated that this is a request direction on how to charge for energy audits, what age range for homes and if the owner would be owner-occupied or rental. Homes built after 1990 were built pretty energy-tight. In older homes, the audit would help save 20-30% on energy bills. It would be voluntary for homeowners by request.

Trustee Mills agreed with the Green Initiatives Commission's recommendations of an upfront charge of \$100 with \$50 being refunded if updates are made, available to single-family homes built prior to 1990 being audited first, no age restrictions for homeowners, and the occupant should be the owner of the property, except that the owner "must" be the owner of the property since the program should help owners at this time.

Trustee Kincaid inquired if there were any benefits to the homeowner after the audit such as grant money, etc. Don Plass replied there is no help at this time by the Village and only 3 municipalities in Illinois are doing it at this time, including Naperville and

Schaumburg. Most houses built prior to 1990 could benefit from some type of audit. The homeowner would receive a printout and several suggestions on how to improve the energy efficiency of the house.

Trustee Collins stated that this program may be better suited to letting private contractors or energy audit companies do this. Mark Koplin stated that there is nothing preventing private companies from promoting their services, but this is a program the Village can offer as part of the energy grant obtained by the Village.

Trustee Mills inquired about what level of audit the Village would provide and Don Plass indicated that a Level III audit would be provided by the Village and explained how the audit would be completed. Staff would not be at the home for a property inspection or code inspection, but an energy audit only. Trustee Mills would not want the Village to use it for any purpose but an energy audit. She also asked if employee hours would be covered by the grant. Don Plass stated that there is no cost to the Village to provide this service to the residents.

Trustee Collins stated that he would like to include in the motion that there would be no code violations cited during an energy audit. Mark Koplin stated that staff could point out potential safety hazards.

Motion by Trustee Mills seconded by Trustee Green, to accept the Green Initiatives Commission recommendations, with the exception that the home must be owner-occupied and that code violations would be brought to the attention of the homeowner, but not cited. Roll call vote – Ayes: Pilafas, Collins, Kincaid, Mills, Green, Newell, McLeod. Motion carried.

**5. Discussion regarding the Village's consultant 2009 Prairie Stone native landscape inspection report and removal of the condition of approval requiring the native landscape monitoring program on existing and future Village approved site plans.**

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

Trustee Kincaid inquired how much money is held in escrow for property inspections and Pete Gugliotta replied that approximately \$1500-\$2000 is held per site. Individual property owners pay a deposit and the deposit from each property is used to hire a consultant to inspect everything at one time and costs are proportioned to each property. The desire is to remove the Village from the administrative role and managing the consultant to inspect the Prairie Stone properties and scale it down and make each individual property owner responsible for establishing each prairie and getting it up to speed. If there is trouble or doesn't make sense for some properties to keep up the prairie, then the conditions can be removed and go back to mowed turf grass. What happens as each site plan is approved is that there are large wetlands areas that are logical



for prairies, etc., but some other parcels like the Sears Centre, medical office, etc., are very different from the original landscape. Mark Koplin stated that the vision at the time was presented by Sears originally, but what Prairie Stone has become has evolved over time.

Trustee Mills inquired if the POA needs to sign off if the Village will not be inspecting and has it been brought to their attention. Mark Koplin indicated they have been advised.

Motion by Mayor McLeod, seconded by Trustee Mills, to remove condition of approval requiring native landscape monitoring program on existing and future Village approved site plans and eliminate the program. Roll call vote – Ayes: Pilafas, Kincaid, Mills, Green, Newell, McLeod; Nay: Collins. Motion carried.

**6. Request approval to terminate the contract with IFG, LLC, Chicago, IL, for Sears Centre Arena consulting services.**

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

Trustee Mills inquired if IFG should provide something in writing that they are not holding us and Art Janura stated that there is an e-mail in writing from Mr. Reinsdorf. Mr. Briglia stated that he did not receive anything in writing from them terminating his employment. Mr. Koplin stated that IFG never signed the contract the Village approved, so they have no recourse. Mr. Janura stated that pursuant to the written communications, and an e-mail is still a written communication, that came from Mr. Reinsdorf an acknowledgment that there was no objection with Mr. Briglia continuing in the services of the Village.

Motion by Mayor McLeod, seconded by Trustee Newell, to terminate the contract with IFG, LLC, Chicago, IL, for Sears Centre Arena consulting services. Roll call vote – Ayes: Pilafas, Collins, Kincaid, Mills, Green, Newell, McLeod. Motion carried.

**7. Request authorization of a contract with IFG, LLC, Chicago, IL, for consulting services related to the Sears Centre Arena in an amount not to exceed \$25,000.**

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

Trustee Collins asked that terminology be added to this contract that waives any and all interest IFG has in retention or conflict of interest with Joe Briglia. Mark Koplin stated that staff will work with Corporation Counsel to add appropriate language.

Trustee Kincaid inquired about travel and other reimbursement costs for Mr. Briglia and Ms. Hardina. Mark Koplin suggested removing wording from the contract that says “trips involving air travel will only be incurred with prior VHE approval . . .”.

Dan O'Malley stated that on page 3 of the contract it states in 3.1 Compensation, "not to exceed \$30,000". It should say \$25,000.

Motion by Trustee Mills, seconded by Mayor McLeod, for approval of a contract with IFG, LLC, Chicago, IL, for consulting services related to the Sears Centre Arena in an amount not to exceed \$25,000 and that wording be added that waives any interest IFG has in retention or conflict of interest with the Village hiring Joe Briglia and to remove language from contract about air travel. Roll call vote – Ayes: Pilafas, Collins, Kincaid, Mills, Green, Newell, McLeod. Motion carried.

- 8. Request authorization of a contract with Joe Briglia for consulting services related to the Sears Center Arena as the Interim Owner's Representative for the Sears Centre Arena in an amount not to exceed \$71,000.**

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

Trustee Mills inquired if it has been determined who the Owner's Representative will report to and would recommend that it should be the Mayor and Board. Mr. Briglia indicated that it is his plan to submit a weekly report/update to the Village Board and keeping communications constant.

Trustee Kincaid inquired about Article 5.1, Indemnification. Mr. Briglia stated that he is not approving documents or signing any documents for the Village and is truly the "middle man" and could not "indemnify" the Village from anything. Mr. Janura stated that Ben Gibbs will be signing on behalf of Global Spectrum, who will be the agent for the Village.

Motion by Trustee Mills, seconded by Mayor McLeod, for approval of a contract with Joe Briglia for consulting services related to the Sears Centre Arena as the Interim Owner's Representative for the Sears Centre Arena in an amount not to exceed \$71,000. Roll call vote – Ayes: Pilafas, Collins, Kincaid, Mills, Green, Newell, McLeod. Motion carried.

- 9. Request approval of an extension to the interim agreement with Levy Food Service, Chicago, IL, to provide food and beverage service at the Sears Centre Arena through June 3, 2010.**

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

Mr. Janura stated that the contract will be complete within 30 days.

Motion by Trustee Mills, seconded by Trustee Green, for approval of an extension to the interim agreement with Levy Food Service, Chicago, IL, to provide food and beverage service at the Sears Centre Arena through June 3, 2010. Roll call vote – Ayes: Pilafas, Collins, Kincaid, Mills, Green, Newell, McLeod. Motion carried.

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

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

Motion by Trustee Mills, seconded by Trustee Newell, to accept the Department of Development Services monthly report for Planning Division. Roll call vote – Ayes: Pilafas, Collins, Kincaid, Mills, Green, Newell, McLeod. Motion carried.

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

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

Trustee Kincaid inquired if the number of garbage bill payment violations was high this month and Don Plass stated that the Village has been averaging about 100 per month.

Motion by Trustee Green, seconded by Trustee Newell, to accept the Department of Development Services monthly report for Code Enforcement Division. Roll call vote – Ayes: Pilafas, Collins, Kincaid, Mills, Green, Newell, McLeod. Motion carried.

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

The Department of Development Services monthly report for Economic Development and Tourism was presented to Committee.

Motion by Trustee Mills, seconded by Trustee Newell, to accept the Department of Development Services monthly report for Economic Development and Tourism. Roll call vote – Ayes: Pilafas, Collins, Kincaid, Mills, Green, Newell, McLeod. Motion carried.

**III. President’s Report**

**IV. Other**

**V. Items in Review**

**VI. Adjournment**

Motion by Trustee Mills, seconded by Trustee Green, to adjourn the meeting at 8:10 p.m. Roll call vote – Ayes: Pilafas, Collins, Kincaid, Mills, Green, Newell, McLeod. 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 an amendment to Section 8-4-11 of the Village code to remove concert license requirement for Village owned venues

**MEETING DATE:** April 12, 2010

**COMMITTEE:** Planning, Building and Zoning

**FROM:** *MT* Mark Koplín / Arthur L. Janura

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**REQUEST:** Request approval of an amendment to Section 8-4-11 of the Village code to remove concert license requirement for Village owned venues.

**BACKGROUND:** The Village adopted a requirement for obtaining concert licenses when the Poplar Creek Music Theater was built. The fee is \$100 and generated up to \$3,000 when Poplar Creek hosted 25-30 concerts over the summer.

At the March 22, 2010, meeting, the Planning, Building and Zoning Committee deferred action on this item and asked for revisions to address concerts at other Village facilities (i.e. the Village Green). Also, staff and Corporation Counsel pointed out that the portion of the Village code relating to amusement tax may also need to be revised.

**DISCUSSION:** Section 8-4-11 of the Village code requires a concert license for any concert with more than 300 attendees. With the Village's ownership of the Sears Centre Arena, that requirement ultimately falls to the owner. The Village's operator could pay for the license, but the fee comes out of the profits of the concert. In actuality, the Village would be paying a fee to itself, which makes no sense.

Therefore, we propose to amend the Village code to remove this requirement for concerts presented by the Village at facilities owned by the Village. A draft resolution is attached with the language proposed. The proposed language would not require concert licenses for Village concerts at the Village Green (i.e. summer concert series) but would apply to an independent concert at the Village Green.

We also recommend an additional revision to the Village code. The revision recommended above would have the unintended consequence of then removing the amusement tax from Sears Centre Arena concerts under Village ownership. So, we propose to amend Section 13-10-1.A.2. to change "any licensed concert" to "any concert for which an admission fee is charged".

**RECOMMENDATION:**

Approval of amendments to Section 8-4-11 of the Village code to remove the requirement for concert licenses at Village owned venues and to Section 13-10-1.A.2. to provide for changing the amusement tax to all concerts for which admission fees are charged.

Attachment

cc: B. Gibbs (Global Spectrum)

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING  
SECTION 8-4-11, CONCERTS, AND SECTION 13-10-1, DEFINITIONS,  
OF THE HOFFMAN ESTATES MUNICIPAL CODE

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

Section 1: Section 8-4-11, CONCERTS, of the Hoffman Estates Municipal Code be and the same is hereby amended by amending sub-section A to read as follows:

A. License Required – It shall be unlawful to present a concert as herein defined before an anticipated gathering of more than 300 persons without having applied for a license therefore as herein provided. Said license shall be issued upon completed application subject to Section 8-1-14. This requirement shall not apply to facilities owned by the Village and/or any Village sponsored event.

Section 2: That Section 13-10-1, DEFINITIONS, of Hoffman Estates Municipal Code be and the same is hereby amended to read as follows:

Section 13-10-1. DEFINITION

A. Amusement and Entertainment. Means any amusement device or any athletic contest, event, activity, exhibition, performance, presentation, or show for entertainment purposes which is exhibited or staged in the Village, including, but not limited to, the following:

1. Any amusement devices as defined in Section 8-4-2 such as virtual reality games, video games, internet café games, pinball machines and arcade games in any restaurant-game room, game room or game area with 11 or more licensed devices;
2. Any licensed concert for which an admission fee is charged;
3. Any comedic, theatrical, dramatic, musical, ice show, opera, or spectator performance or production, or similar live or recorded entertainment;
4. Any show, antique or flower show, home show, speech or lecture;
5. Any exhibition of art or handicrafts or products;
6. Any animal exhibition or show, animal act, circus, or rodeo;
7. Any presentation of an athletic contest, sport, game or similar exhibition, including but not limited to, events such as boxing, wrestling, skating, dancing, swimming, racing or riding of animals or vehicles, baseball, basketball, softball, volleyball, football, lacrosse, tennis, golf, hockey, track and field games, bowling, billiard and pool games;
8. Any water park facility.

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

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

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2010

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

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

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

Published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request approval of an extension to the interim agreement with Jani-King, Rolling Meadows, IL, to provide routine and event cleaning services at the Sears Centre Arena at the 2010 hourly rates included in the interim agreement on a month-to-month basis

**MEETING DATE:** April 12, 2010

**COMMITTEE:** Planning, Building & Zoning

**FROM:** Arthur Janura/Mark Koplin *M.K.*

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**REQUEST:** Request approval of an extension to the interim agreement with Jani-King, Rolling Meadows, IL, to provide routine and event cleaning services at the Sears Centre Arena at the 2010 hourly rates included in the interim agreement on a month-to-month basis.

**BACKGROUND:** CCO previously contracted with Jani-King to provide both event cleaning and routine cleaning at the Sears Centre Arena. In January, the Village Manager approved an interim agreement from January-March not to exceed \$20,000. That agreement expired on March 31, 2010. Event cleaning services are considered an event cost, paid by the promoter or offset by event revenues. Routine cleaning of offices is an operating expense of the arena.

**DISCUSSION:** The attached extension to the agreement with Jani-King provides for event and routine cleaning at the Sears Centre Arena on a month-to-month basis. The agreement may be terminated with 30 days notice. The hourly rates are the same as the previous agreement. However, the attendance "minimum" threshold was raised to 3,000 before a per attendee charge is incurred. In addition, Jani-King will also provide a free "spring cleaning", all Jani-King employees will be subject to background checks, and the firm will consider purchasing a suite for the Elton John concert.

Global Spectrum is evaluating how these services are provided and whether or not they will continue contracting or operate in-house. Global Spectrum will make its recommendation to the Board in June/July. If then subcontracted, these services will be procured through a bid or a Request For Proposal process. However, in the interim, routine and event cleaning services are necessary and the attached agreement assures continuation of these services.

**RECOMMENDATION:** Recommend approval of an extension to the interim agreement with Jani-King, Rolling Meadows, IL, to provide routine and event cleaning services at the Sears Centre Arena at the 2010 hourly rates, and amended new business terms on a month-to-month basis.

Attachment

cc: Ben Gibbs (Global Spectrum)  
Joe Briglia



## Extension Agreement for Sears Centre Cleaning

**Whereas**, an agreement for periodic cleaning at the Sears Centre Arena was entered into between Opportunity Franchising, Inc., d/b/a Jani-King of Illinois and the Village of Hoffman Estates, and

**Whereas**, that Agreement is attached and incorporated into this Extension Agreement, and the following business terms to the original Interim Agreement are revised as follows:

1. The post event cleaning rates (per event) will change to a flat fee of \$1,280 per event up to 3,000 attendance, and an additional \$0.25 per each person for events with attendance from 3,001 to capacity.
2. A complimentary "spring cleaning", to the Sears Centre Arena General Manager's specifications, will be performed prior to April 15, 2010.
3. All Jani-King employees working at the Sears Centre Arena will undergo background checks.
4. Jani-King will purchase a Suite for the April 15, 2010, Elton John concert and that amount will be credited toward any future sponsorship agreement.

**Whereas**, the Term of that Agreement was from January 1, 2010 to March 31, 2010, and

**Whereas**, either Party could terminate that Agreement upon 30 days notice, and

**Whereas**, the Parties desire to extend the Agreement beyond the current Term on a month to month basis.

Therefore, said Agreement is modified to change the Term to month to month with a thirty (30) day notice of termination.

**CLIENT:**

Village of Hoffman Estates and  
International Facilities Group, LLC.

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

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

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

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

**JANI-KING:**

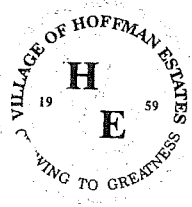
Jani-King of Illinois

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

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

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

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



# HOFFMAN ESTATES

GROWING TO GREATNESS

December 30, 2009

Mr. Bob Limbach  
Jani-King  
2900 Gold Road  
Rolling Meadows, Illinois 60008

**RE: Interim Cleaning Services at the Sears Centre Arena**

Dear Mr. Limbach:

Enclosed are two original copies of the agreement between the Village and Jani-King to provide daily and event cleaning services at the Sears Centre Arena for the events at the Sears Centre Arena the next month or two. Please be advised that this is a contract that shall not exceed \$20,000 cumulatively for events. Please advise the Village when billings cumulatively exceed \$15,000 to allow us time for either a permanent contract or an extension of the interim contract.

We look forward to Jani-King's continued quality services at the Sears Centre Arena.

Sincerely,

Mark A. Koplin, AICP  
Assistant Village Manager  
Department of Development Services

Enclosures

MAK/kr

cc: J. Norris (w/enc.)  
A. Janura (w/enc.)  
C. Herdegen (w/enc.)  
Joe Briglia (w/enc.) (IFG)  
Mary Beth Hardina (w/enc.) (IFG)

1900 Hassell Road  
Hoffman Estates, Illinois 60169  
[www.hoffmanestates.org](http://www.hoffmanestates.org)

Phone: 847-882-9100  
Fax: 847-843-4822

William D. McLeod  
MAYOR

Raymond M. Kincaid  
TRUSTEE

Gary J. Pilafas  
TRUSTEE

Karen V. Mills  
TRUSTEE

Jacquelyn Green  
TRUSTEE

Bev Romanoff  
VILLAGE CLERK

Cary J. Collins  
TRUSTEE

Anna Newell  
TRUSTEE

James H. Norris  
VILLAGE MANAGER

## MAINTENANCE AGREEMENT

**THIS AGREEMENT** is made between **OPPORTUNITY FRANCHISING, INC.** d/b/a **JANI-KING OF ILLINOIS** (hereinafter "**JK**") and **THE VILLAGE OF HOFFMAN ESTATES and IFG INTERNATIONAL FACILITIES GROUP LLC**, 5333 Prairie Stone Parkway, Hoffman Estates, IL 60192 (hereinafter "**CLIENT**"). **CLIENT** is desirous of the maintenance and janitorial services of **JK**. In consideration of the services hereinafter specified, and the compensation to be paid, it is hereby contracted and agreed:

1. **Named Areas:** The premises making up the working area of this contract will be known further in the contract as the **Named Areas**, which are defined as:

### **See Cleaning Schedule**

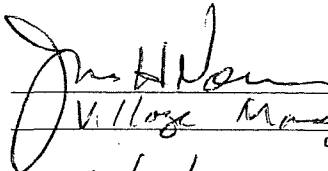
The services will be performed starting on January 1, 2010 ("Effective Date") at the following location: 5333 Prairie Stone Parkway, Hoffman Estates, IL 60192. **JK** agrees to service the **Named Areas as stated on Cleaning Schedule**.

2. **Equipment:** **JK** agrees to furnish all equipment, tools and paraphernalia necessary for the performance of the duties, such duties being to maintain the **Named Areas** in a clean condition as outlined in the **Cleaning Schedule** attached hereto and by specific reference made a part hereof. If it is necessary to store on **CLIENTS** premises property owned by **JK** or its franchises, **CLIENT** agrees to act as bailee of such equipment. **CLIENT** warrants that the premises are free of asbestos, hazardous materials, and hazardous waste materials and holds **JK** harmless from any and all liability for its personnel's exposure to such hazardous or harmful conditions.
3. **Payment:** In consideration of the faithful performance by **JK** of the duties hereunder, **CLIENT** agrees to pay to **JK** the amount on the signature page per month on the first day of each month for the rendition of the immediately preceding month's service. Credits for nationally recognized holidays were predetermined and given as part of the monthly charge herein. No adjustments will be made for said holidays. Notwithstanding any contrary provisions under this article, cancellation due to non-payment shall not be subject to the notice of termination provisions required by the remainder of this Agreement.
4. **Independent Contractors:** It is expressly agreed that **JK** is not and shall not be during the term hereof, an employee of **CLIENT** but are independent contractors, and in this regard **JK** will not be within the protection of coverage of **CLIENTS** Workman's Compensation Insurance and no withholding of Social Security, Federal, or State Income Tax or other deductions shall be made from the sums agreed to be paid to **JK** herein, the same being contract payments and not wages.

5. **Amendments:** As the parties may agree, the amount to be paid by **CLIENT** may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service. Such modifications shall be binding only if in writing and signed by both parties. In the event mutual agreement to amend the contract cannot be reached, the Agreement shall remain the same. It is expressly agreed that the amount stated in the Pricing Schedule may be increased annually by **JK** by a percentage amount not to exceed the amount increase of the Consumer Price Index as most recently published in the Wall Street Journal.
  
6. **Covenant:** It is agreed that **JK** will select all representatives to perform its obligations hereunder. **CLIENT** warrants, covenants and agrees that during the term of this agreement and within one hundred and twenty (120) days after termination, that **CLIENT** will not employ directly or indirectly retain the services of any employees, agents, representatives, franchisees or employees of franchisees of **JK**. **JK** warrants, covenants and agrees that within one hundred and twenty (120) days after termination, it will not employ directly or indirectly retain the services of any employees, agents, representatives or franchisees of **CLIENT**.
  
7. **Termination:** The term of this agreement shall be from January 1, 2010 through March 31, 2010, and can be terminated by either party upon 30 days written notice.
  
8. **JK** will comply with all local, state, and federal laws.
  
9. Insurance will be provided as contained in Exhibit A attached hereto.

**CLIENT:**

Village of Hoffman Estates and  
International Facilities Group, LLC

Name:   
 Title: Village Manager  
 Date: 12/30/09

**JANI-KING:**

Jani-King of Illinois

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## EXHIBIT A

### Recommended Guidelines For Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

#### A. Minimum Scope of Insurance

Coverage shall be as least as broad as:

1. Insurance Service Office Commercial General Liability occurrence form CG 0001 (ED. 11/85) and, if requested, Owners and Contractors Protective Liability policy with the Village named as additional insured; and
2. Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90), Symbol 01 "Any Auto" or Business Auto Liability coverage form number CA 0001 (Ed. 1/87) and endorsement CA0029 (Ed. 2/88) changes in Business Auto and Truckers coverage forms: Insured Contract.
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

#### B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

#### C. Deductibles and Self-Insured Retention's

Any deductibles or self-insured retention's must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the Village, its officials, agents, employees and

volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

#### **D. Other Insurance Provisions**

The policies of insurance are to contain, or be endorsed to contain, the following provisions:

##### 1. General Liability and Automobile Coverage's

- a. The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
- b. The Contractor's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- d. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

##### 2. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the member, its officials, agents, employees and volunteers for losses arising from work performed by the Contractor for the Village.

#### **E. Verification of Coverage**

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request approval of an extension to the interim agreement with Standard Parking, Chicago, IL, to provide event parking services at the Sears Centre Arena at the 2010 hourly rates on a month-to-month basis

**MEETING DATE:** April 12, 2010

**COMMITTEE:** Planning, Building & Zoning

**FROM:** Arthur Janura/Mark Koplin *m, k.*

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**REQUEST:** Request approval of an extension to the interim agreement with Standard Parking, Chicago, IL, to provide event parking services at the Sears Centre Arena at the 2010 hourly rates on a month-to-month basis.

**BACKGROUND:** CCO previously contracted with Standard Parking to provide parking control and concert parking fees for a vast majority of Sears Centre Arena events. In early January, the Village Manager approved an interim agreement not to exceed \$20,000. That agreement expired and needs to be extended. Parking services are considered an event cost, paid by the promoter or offset by event revenues.

**DISCUSSION:** The attached agreement with Standard Parking provides for continuation of parking services on a month-to-month basis at the Sears Centre Arena. The hourly rates are the same as the previous agreement. The attached agreement incorporates several minor revisions requested by Standard Parking that have been reviewed and approved by Corporation Counsel. Global Spectrum is evaluating how these services are provided and whether or not they will continue contracting for such services or directly manage parking and hire part-time employees to provide this service. Global Spectrum will make its recommendation to the Board in June/July. If then subcontracted, these services will be procured through a bid or a Request For Proposal process. However, in the interim, event parking services are necessary and the attached agreement assures provision of these services. The agreement can be terminated with 30 days notice.

**RECOMMENDATION:** Recommend approval of an extension to the interim agreement with Standard Parking, Chicago, IL, to provide event parking services at the Sears Centre Arena at the 2010 hourly rates on a month-to-month basis.

Attachment

cc: Ben Gibbs (Global Spectrum)  
James Georgalas (Standard Parking)  
Joe Briglia

## SPECIAL EVENT PARKING MANAGEMENT AGREEMENT

This SPECIAL EVENT PARKING MANAGEMENT AGREEMENT (this "**Agreement**") is made and entered into as of December 30, 2009, by and between the Village of Hoffman Estates, an Illinois municipal corporation ("**Client**"), and Standard Parking Corporation, a Delaware corporation ("**Contractor**").

### RECITALS:

A. Client owns or manages the Sears Centre Arena, 53333 Prairie Stone Parkway, Hoffman Estates, Illinois ("**Arena**") and related parking facilities in the vicinity of the Arena ("**Parking Facilities**").

B. In connection with events at the Arena ("**Special Events**"), the Parking Facilities are utilized and, in connection with larger Special Events, remote parking is contemplated as well, which remote parking shall require a shuttle bus service to and from the remote parking lot(s) and the Arena ("**Shuttle Service**").

C. Contractor is an experienced Contractor and manager of parking facilities and shuttle services.

D. Client and Contractor desire to enter into an agreement whereby Contractor will provide parking services in connection with Special Events at the Parking Facilities, including Shuttle Service as and when requested by Client, all upon the terms, covenants and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS**. The above recitals are true and correct and incorporated herein.

2. **GRANT**. Client hereby grants to Contractor and Contractor hereby accepts the exclusive right and obligation of providing operation and management services with respect to the Parking Facilities during Special Event and Shuttle Services, when requested by Client.

3. **TERM**. The term of this Agreement shall be month to month commencing January 1, 2010. Notwithstanding the preceding sentence to the contrary, Contractor's rights and obligations hereunder shall apply only to the operating hours established in Section 4(a) herein below. In addition to all other termination rights hereunder, at law, or in equity, either party may terminate this Agreement at any time upon not less than thirty (30) days prior written notice.



4. **CONTRACTOR'S OBLIGATIONS AND SERVICES.** Contractor hereby covenants and agrees to perform the following services:

- (a) Contractor shall operate and manage the Parking Facilities during Special Events, and render the usual and customary services incidental thereto, in a professional businesslike and efficient manner. The operations shall be self-park, and no valet services shall be provided by Contractor. The hours of operation shall coincide with the Special Event, and also shall include a reasonable period of time before and after the Special Event to set-up and wind-up the parking operations. From time to time during the term of this Agreement, Client may request in writing that Contractor provide parking services and/or Shuttle Service for a special Event, which request shall include reasonable particulars, including the date and hours of the Special Event, and the anticipated parking volume. Client shall endeavor to give such notice of each such Special Event no later than five (5) days prior to the actual Special Event.
- (b) Contractor shall hire, pay and supervise sufficient numbers of personnel who will render the services required by this Agreement. Specifically, Contractor shall provide staffing for the positions identified in **Exhibit A**, the Schedule of Hourly Rates, which is attached hereto and made a part hereof. All persons so employed shall be employees or subcontractors of Contractor and not of Client, and shall have no authority to act as the agent of Client.
- (c) Contractor shall collect all fees and other charges from persons parking at the Parking Facilities, at the parking rates designated by Client. Said fees and charges collected by Contractor, net of all applicable sales, use, parking or similar tax, including Cook County parking taxes and Hoffman Estates Amusement Tax (which taxes are collectively defined as "**Parking Taxes**"), shall be deemed "**Gross Receipts**".
  - (i) Gross Receipts shall be deposited with Client on-site, or in Client's bank account, in accordance with Client's written directive to Contractor.
  - (ii) Contractor shall be responsible for payment of any applicable Parking Taxes directly to the tax authorities and shall defend, indemnify and hold harmless Client from and against any and all liability (including, without limitation, penalties) for payment of said Parking Taxes. Upon request, proof of payment of Parking Taxes shall be furnished to Client by Contractor.

- (d) Contractor shall maintain courteous, businesslike relations with users of the Parking Facilities and Shuttle Service.
- (e) Contractor shall not do anything to damage the Parking Facilities.
- (f) Contractor shall promptly notify Client of any matter that in Contractor's reasonable judgment requires Client's attention.
- (g) Contractor shall obtain and maintain the policies of insurance specified herein below.

**5. COMPENSATION; PAYMENT TERMS.** As compensation for Contractor's services hereunder, Client shall pay Contractor a fee ("**Service Fee**") per Special Event, based on the hourly rates set forth in **Exhibit A** hereto ("**Hourly Rates**"), plus a management fee of Three Hundred and no/100 Dollars (\$300.00) per Special Event. The Hourly Rates are intended by the parties to cover all of Contractor's payroll and related costs and uniforms, radio, parking tickets, workers compensation and insurance costs.

Within seven (7) days after the end of each Special Event, Contractor shall submit an invoice to Client for payment of its Service Fee for such Special Event, which invoice shall be supported by a statement of all Gross Receipts collected by Contractor, and a statement of the labor hours worked by contractor personnel, by category of employee (using the categories set for in **Exhibit A** hereto). Payment of Contractor's invoice shall be due within thirty (30) days after Client's receipt of same. Contractor agrees and acknowledges that it may only charge Client for labor hours worked by Contractor's personnel to the extent that such personnel signed in and signed out with Client at the start and conclusion of each Special Event.

If Client disputes any aspect of Contractor's invoice, then Client shall give Contractor written notice specifying the item disputed and the reason therefore. Payment for any portion for the invoice which is not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any dispute item within thirty (30) days of said notice. The Client will comply with the Illinois Prompt Payment Act.

**6. CONTRACTOR'S INSURANCE COVERAGE.**

- (a) Contractor shall carry and maintain the following insurance coverages.
  - (1) Worker's Compensation insurance in compliance with the Worker's Compensation Act of the State of Illinois.
  - (2) Employer's liability insurance on all employees for the Parking Facilities not covered by the Worker's Compensation Act, for occupational accidents or disease, for limits of not less than One Million and no/100 Dollars (\$1,000,000.00) for

any one occurrence, or whatever is necessary to satisfy the requirements of the umbrella liability insurance specified below.

- (3) Garage liability or commercial general liability insurance on an occurrence form basis with limits of not less than Two Million and no/100 Dollars (\$2,000,000.00) per occurrence with an annual aggregate limit of Two Million and no/100 dollars (\$2,000,000.00) per location.
  - (4) Automobile liability insurance covering losses for owned, non-owned or hired vehicles including comprehensive and collision coverage with a limit of not less than Two Million and no/100 Dollars (\$2,000,000.00) per occurrence.
  - (5) Umbrella liability insurance with an annual aggregate limit of not less than Fifty Million and no/100 Dollars (\$50,000,000.00).
- (b) The liability policies affording the coverages described in Subsections (a)(3), (a)(4), and (a)(5) above shall be endorsed offering primary coverage to Client, and its employees, agents, directors and officers as additional insureds.
  - (c) Contractor shall deliver certificates of insurance and endorsements to Client which shall provide that "The issuing company shall endeavor to mail thirty (30) days' prior written notice to the certificate holder should any of the policies be cancelled prior to the expiration date."

7. **CLIENT'S OBLIGATIONS.** Client shall, at its expense, be responsible for the following:

- (a) Making all payments as and when required under this Agreement.
- (b) To the extent any structural, mechanical, electrical or other installations, alterations or repairs to the Parking Facilities are required by statutes, regulations or other governmental requirements pertaining to air quality, environmental protection of persons with disabilities, Client shall be solely responsible, as between the parties hereto.
- (c) Obtaining all licenses and permits (excepting Contractor's governmental parking licenses and/or police permits) which are or may be a prerequisite to Contractor's performance of its duties at the Parking Facilities and any remote lots used for the Shuttle Service.

- (d) Safety and/or security personnel and equipment.
- (e) Provide vehicle(s) necessary for Contractor's set-up of equipment at the Parking Facilities.
- (f) Provide signs, cones and barricades for Contractor's set-up at the Parking Facilities.
- (g) Maintain and clean snow from the Parking Facilities

With respect to Subsection (d) above, Client expressly acknowledges that Contractor does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Contractor's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. Client shall determine, at Client's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Arena and Parking Facilities.

**8. RELATIONSHIP OF THE PARTIES.** No partnership or joint venture between the parties is created by this Agreement, it being agreed that Contractor is an independent contractor.

**9. FORCE MAJEURE.** Neither party shall be in violation of this Agreement for failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, weather conditions, riots, rebellion, accidents, sabotage or any other circumstances for which it is not responsible and which are not within its control.

**10. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**11. CONTRACTOR'S COMPLIANCE.** Contractor will comply with all applicable local, State and Federal laws.

**12. APPROVALS.** Whenever the approval of either party is required herein, such approval shall not be unreasonably withheld or delayed.

**13. WAIVERS.** No waiver of default by either party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.

**14. NOTICES.** Any notice or communication required to be given to or served upon either party hereto shall be given or served by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

TO CLIENT: **Village of Hoffman Estates**  
Attn: Mayor William D. McLeod  
1900 Hassell Road  
Hoffman Estates, IL 60169

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

TO CONTRACTOR: **Standard Parking Corporation**  
Attn: Legal Department  
Suite 1600  
900 North Michigan Avenue  
Chicago, IL 60611

With copy to: Standard Parking Corporation  
Attn: James F. Buczek,  
Senior Vice President  
Suite 1020  
900 North Michigan Avenue  
Chicago, IL 60611

Either party may designate a substitute address at any time hereafter by written notice thereof to the other party.

15. **ASSIGNABLE.** This Agreement is non-assignable.

16. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement. No person has been authorized to give any information or make any representation not contained in this Agreement. This Agreement may be amended only by written agreement of the parties.

17. **PARTIES BOUND.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, executors, administrators, legal representatives and permitted assigns.

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

CLIENT:

**Village of Hoffman Estates**

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

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

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

CONTRACTOR:

**Standard Parking Corporation**

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

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

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

## EXHIBIT A

### Schedule of Rates

Shuttle Services	\$45.00 per hour, 4-hour minimum
Supervisor	\$52.00 per hour, 6-hour minimum
Cashiers	\$19.69 per hour, 4-hour minimum
Parking Attendants	\$19.69 per hour, 4-hour minimum
Management Fee	\$300.00 per Special Event

## COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

**SUBJECT:** Request approval to issue a Request For Proposals (RFP) for parties interested in purchasing or leasing the Police Station property on Gannon Drive

**MEETING DATE:** April 12, 2010

**COMMITTEE:** Planning, Building and Zoning

**FROM:** James Norris, Village Manager *JN*  
Dan O'Malley, Deputy Village Manager *DO*

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**REQUEST:** Request approval to issue a Request For Proposals (RFP) for parties interested in purchasing or leasing the Police Station property on Gannon Drive.

**BACKGROUND:** The current Police Station property was developed in the early 1970s and has been used as our Village Hall, court and Police facility. Construction of the new Police Station on Spring Mill Drive commenced in 2008 and is scheduled to be completed this June. This will make the existing Police Station on Gannon Drive obsolete and the building and property available for a new use.

**DISCUSSION:** With the completion of the new Police Station near, it is appropriate to consider a new use of the old site. An initial step would be to request proposals to put this site on the market for the eventual redevelopment of that building and/or site. While the real estate market is still struggling and the economy is slowly trying to recover from the recent recession, there may not be great interest in this property at this time. However, the Police Station site is a prime location for commercial development and the Village has had some interest from commercial developers to acquire this site. An appraisal of the site was conducted as requested and the appraised "As is" value of the 5.85 acre site is \$3 million.

The "As is" appraised value takes the demolition cost of the existing building into consideration. Additionally, it is based on recent land sales which range from a low of \$7.29 per square foot to a high of \$17 per square foot. The appraiser values this site at the midpoint of this range (\$12.50 per square foot). The appraisal states that the highest and best use of this property is for local commercial use.



In regards to transferring this property, the Village can sell the property (site and building) under two methods provided in the Illinois State Statutes. The first is the “appraisal method”, which provides that the Village may consider any bid or proposal at or above 80% of the appraised value (\$2.4 million). The Village is not obligated to accept submitted bids. The second method of sale is the bid/RFP method, which requires a three-fourths vote of the Board to accept a bid (at any price) and it would take a majority (four votes) to reject all bids. Staff suggests this method to sell the property and is the method used with the old Fire Station 24 site.

Another option to consider is to enter into either a short term or long term lease agreement. Under this scenario the Village would retain ownership, but allow a new use of the building and/or property for a period of time. The advantage is that the Village maintains ownership of the land as an asset, while it functions under its new use. This possibility is something to explore, however, most commercial developers are more interested in owning their sites.

In order to begin the process, staff has prepared a draft RFP to solicit interest in redevelopment proposals for this site. The RFP identifies the Village’s preferred uses (commercial) for this site. A copy of the RFP and appraisal are available for review in the Trustees offices. The RFP could be issued immediately to see what, if any, interest is generated should you find the RFP acceptable for release. Timing would coincide with the ICSC where this site would be promoted for development. If the proposals are lower than our expectations or if the proposals do not include the type of redevelopment desired by the Village, they could be rejected and the sale of the Police Station site could be put on hold or we could re-issue the RFP. If a desirable use cannot be found in the short term, we could wait for the economy to improve and use the Police Station for interim Village uses. The building would be maintained to keep it functional.

**RECOMMENDATION:** Recommend approval to issue the RFP to solicit interest in the reuse or redevelopment of the Police Station property for sale or lease.

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

NB2

**SUBJECT:** Request by McShane Hoffman Estates LLC for an extension of time to obtain a permit for mass grading and detention pond modification located in Huntington 90 (formerly Huntington Woods) development on Central Road at AT&T Center Drive

**MEETING DATE:** April 12, 2010

**COMMITTEE:** Planning, Building and Zoning

**FROM:** Peter Gugliotta *PG*

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**REQUEST:** Request by McShane Hoffman Estates LLC for an extension of time to obtain a permit for mass grading and detention pond modification located in Huntington 90 (formerly Huntington Woods) development on Central Road at AT&T Center Drive.

**BACKGROUND:** McShane Hoffman Estates LLC (McShane Development Company) received final site plan approval for mass grading and detention pond modifications for the western portion of the Huntington 90 property on May 11, 2009. According to Section 10-2-2-L of the Subdivision Code, upon Village Board approval of a final development application, the applicant shall have nine months to obtain a building permit. Extensions of time may be granted by the Village Board for periods of six months.

McShane is hereby requesting an extension of the deadline to apply for the permit. The existing approval expired on February 11, 2010. McShane has indicated that it is critical that they be ready to respond to market conditions as they change and having this approval in place will help them react quickly when they secure future tenants for the Huntington 90 project. In light of the current economic climate, it is recommended that a 12 month extension be granted.

**RECOMMENDATION:** Approval of a 12 month extension from February 11, 2010 to February 11, 2011, to obtain a permit for mass grading and detention pond modification located in Huntington 90 (formerly Huntington Woods) development on Central Road at AT&T Center Drive.

Attachment

cc: Plan Commission Members  
Dan Fogarty (McShane Development Company)



March 26, 2010

Mr. Jim Donahue  
Sr. Planner  
Village of Hoffman Estates  
1900 Hassell Road  
Hoffman Estates, IL 60169

**RE: Request for an extension of time to obtain a permit for mass grading and detention pond modification located in Huntington 90 (formerly Huntington Woods) development on Central Road at AT&T Center Drive.**

Dear Jim:

McShane Development Company received approval from the Village of Hoffman Estates for the above referenced work on May 11, 2009. I understand that a permit to begin the work is required to be obtained within nine months of approval. At this time, McShane hereby requests that the Village extend the period to secure a permit for a one-year term.

It is very important for McShane to be able to react swiftly to the first development transaction that we are able to secure for the western parcel. In order to position ourselves to be able to begin improvements as quickly as possible, our development and construction team has taken several steps with respect to designing and permitting so that lead times for crucial items, such as the approval we are discussing now, are minimized as best possible. Toward this same end we have also secured a permit from the MWRD for these site modifications and recently received approval of a one-year extension of that soon-to-expire permit.

The reason the work has not yet begun can simply be attributed to the overall lack of activity resulting from the recent economic recession. However, I am proud to say that our development team has taken the opportunity during this downturn to raise the level of our overall marketing efforts at Huntington 90. Beginning last summer we decided to make a change in our marketing team and in doing so we invited four very talented brokerage groups to compete for the listing.

The competition that resulted was refreshing and energizing for our development team. As the brokerage team of NAI Hiffman and WHITE CUBE emerged as the clear choice to be our new agents, we also began to realize that a total "re-branding" of the park was needed in order to reintroduce the project as a place that is truly special. Therefore, after appointing our new agents we continued on and interviewed three very accomplished marketing consultant firms that specialize in branding. Our specific goal was to pick the best consultant to assist in re-branding what was formerly known as the Huntington Woods Corporate Center.

Through months of diligence with our chosen consultant (Torque) we carefully selected a new park name (Huntington Ninety a/k/a Huntington 90 a/k/a H90) new logo and new core message all aimed specifically at the group that we believe to be our true target market; namely the senior executives of international companies. Huntington 90 is a premium park with an unmatched natural setting that has proven to fetch premium pricing from companies that seek an image a cut above their peer group. It is clear to us that the

folks that make the decision to make a premium investment in their company reside in the C-suite (CEO, CFO, and COO).

With this clearly in mind, the language and message in our new marketing materials (8-page brochure, newly made over website, letterhead, etc.) has all been composed specifically to speak to and engage the "Chief's" of operation with each organization and corporation. These materials are now being mailed, e-mailed and hand delivered to all of the nearby local companies as well as national and international corporations that fit the profile of H90.

Huntington 90 clearly appeals to Japanese companies as evidenced by Mori Seiki and Big Kaiser as well as other prospective Japanese clients currently considering a build-to-suit in H90. We have also witnessed strong interest in general from high-tech, medical and other international companies specifically from Germany and other parts of Europe. These groups are receiving our well-deserved attention in our marketing campaign and reach-out efforts.

Thanks to the flexibility of zoning within H90, and the diversity of our brokerage team, which includes industrial, office and retail professionals, we are able to cast a wide net when searching for prospects. Although our greatest efforts are spent focusing on those prospects that best fit the target profile, we certainly are using the diverse knowledge and reach of our team to spread the word far and wide to make sure as many people and companies know about H90 as possible.

As we continue to implement the changes that result from our re-branding effort we will be coming forward to ask for the Village's approval to modify the signs accordingly. You will notice that we will also be taking a much more active role in restoring and maintaining the beautiful landscaping that Ameritech put in place some 20+ years ago.

If you haven't done this already, I would invite you to visit our updated website at [www.huntington90.com](http://www.huntington90.com). Make sure to watch the animated video that describes H90. As a proud member of the Village staff, I'm sure you will be quite pleased with the product that our team has put forth and the clear effort that is being expended to make H90 as successful as possible.

I appreciate your consideration of extending the period in which a permit may be obtained for the previously approved west parcel modifications and I am thankful for the cooperation and collaboration that our team has always received from the you and your fellow staff members. Please don't hesitate to call if you'd like to discuss our project in greater detail.

Sincerely,

McSHANE DEVELOPMENT COMPANY



Daniel E. Fogarty  
Vice President



Lakewood Blvd

1800

FANUC

Eagle Way

North Ring Rd

2000

West Dr

SBC Center Dr

East Dr

East Ring Rd

2000



2001 SBC

2501 SBC

2000

2000 SBC

2000

West Ring Rd

2000

2000

Center

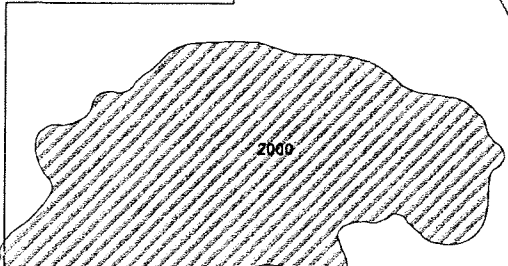
2000

SUBJECT SITE

SBC

DR

2000



Central Rd

Northwest Tollway



2305 Public Works

2305

2280

2270

2260

2130

2020

2010

2000

2040

2050

2060

1890

1900

- 2074
- 2068
- 2062
- 2056
- 2050
- 2044
- 2038
- 2032
- 2026
- 2020

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Discussion regarding the start of the "Taste of Hoffman" discount restaurant program

**DATE:** April 12, 2010

**COMMITTEE:** Planning, Building and Zoning

**FROM:** Gary Skoog *GS*

---

**REQUEST:** Discussion regarding the start of the "Taste of Hoffman" discount restaurant program.

**BACKGROUND:** At the January 11, Planning, Building and Zoning Committee meeting, staff presented the idea of a restaurant discount program. The Village would organize the program by contacting local restaurants by fax, phone, email, and in person. The Economic Development Division would spend approximately \$3,500 to print informational materials for residents that will be included in the Citizen newsletter. The information would include a tear out restaurant discount card listing the participating restaurants.

**DISCUSSION:** There are 40 restaurants participating in the 12 month program, starting April 1, 2010. Participants range from fast food to sit down, and from the newest (Rookies) to the oldest (Dover Straits).

A positive outcome of this effort is that now the Village has a database of restaurant emails, which will allow more frequent and fast communication with restaurants. The Village understands the restaurants' plight in the down economy and extended our hand to encourage residents, hotel, and hospital visitors to eat locally using the discount card.

The "Taste of Hoffman" was promoted at a quarterly hotel meeting the week of March 22. The hotels indicated they would be contacting participating restaurants for special hotel packages. The hotels and hospital will also be handing out discount cards to travelers and families on an extended stay (more than two days).

Restaurants will be contacted quarterly to gauge the success and viability of the program. Staff will also work with the Finance Department to measure any increase in the food and beverage tax since the program's inception.

**RECOMMENDATION:** For discussion purposes.

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

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

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

**PLAN COMMISSION**

**MARCH 17, 2010 - MEETING SUMMARY**

APPLICANT ADDRESS	REQUEST	RESULT
Meeting canceled		

**APRIL 7, 2010 - MEETING SUMMARY**

APPLICANT ADDRESS	REQUEST	RESULT
Meeting canceled		

<p><b>Upcoming Meeting: April 21, 2010</b> No petitioners scheduled yet</p>
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<p><b>Upcoming Meeting: May 5, 2010</b> No petitioners scheduled yet</p>
--

<p><b>Upcoming Petitioners and Related Activities</b>  <i>Beverly Properties, southwest corner of Beverly and Higgins Road - Site plan for apartments</i>  <i>Woodfield Acura, Higgins &amp; Gannon - Site plan amendment for building addition</i>  <i>Prairie Stone (Sears Holdings Helipad) - Plat of resubdivision, and site plan for office building</i>  <i>St. Alexis Medical Center Campus, 1555 North Barrington Road - Plat of resubdivision, temporary parking lot, permanent parking decks, &amp; Building Addition</i>  <i>Southeast corner of Hassell and Barrington - Site plan for gas station/retail buildings</i>  <i>Shree Jalaram Mandir Expansion, 425 Illinois Boulevard - Site plan for parking and building expansion.</i>  <i>Bright Hope, northwest Corner Hassell and Stonington - Site plan amendment for site improvements</i>  <i>Southeast corner Roselle &amp; Golf Roads - Site plan improvements for division and reoccupancy of existing retail building</i>  <i>Alliance Church, 665 Grand Canyon Parkway - Site plan for building and parking lot expansion</i>                      Beacon Point Phase II - Annexation Agreement amendment and site plan for residential/commercial development                      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 &amp; 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</p>
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**ZONING BOARD OF APPEALS****MARCH 16, 2010 - MEETING SUMMARY**

APPLICANT ADDRESS	REQUEST	RESULT
Go Play-A Jugar, 1070 N. Roselle Road	Special use for indoor playground	Con't to 4/6/10
Barrington Pointe, 2300 N. Barrington Road	Master Sign Plan	APPROVED

**APRIL 6, 2010 - MEETING SUMMARY**

APPLICANT ADDRESS	REQUEST	RESULT
Go Play-A Jugar, 1070 N. Roselle Road	Special use for indoor playground	
Gas Station, 1300 W. Higgins Road	Special Use for Gas Station	
Village of Hoffman Estates	Text Amendment-Shed size	

**Upcoming Meeting: April 20, 2010**  
Meeting Cancelled

**Upcoming Meeting: May 4, 2010**  
No petitioners currently scheduled

**Upcoming Petitioners:**

Prairie Pointe (Prairie Stone Parcel 23) - Master Sign Plan  
Shree Jalaram Temple, 425 Illinois Boulevard – Special Use for church building and parking expansion  
T-Mobile & Hoffman Estates Park District, 3600 Lexington – Special Use and Variation for cellular antenna tower  
St. Alexius Medical Center, Special Use for hospital building and parking expansion

**GENERAL ACTIVITIES**

**General Planning Efforts.** Staff continues to meet with developers 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. Staff continues to receive periodic calls from various residential developers to discuss available properties, including Devonshire Woods, Autumn Woods and Airdrie Estates. Based on the current market conditions, many developers are looking at options for potential future developments.

Planning staff is working with the Economic Development Division preparing materials for the ICSC and other economic development purposes, as well as enhancements to the economic development portion of the Village website. Several staff members received training on the Visit Hoffman website and will be helping to keep the site up to date.

**Training.** Peter Gugliotta and Brian Portz participated in a planning ethics webinar and Brian also participated in a webinar on compliance with the Americans with Disabilities Act. Paula Moore completed training and is certified as a Freedom of Information Act Officer for the Planning Division. Peter Gugliotta, Paula Moore and Ashley Monroe participated in a webinar on the use of social media in government applications. Ashley Monroe participated in a webinar about RFP's and RFQ's.

**Poplar Creek at 59/90 Entertainment District.** Staff continues to work with the Economic Development Director on marketing and branding for the Prairie Stone Entertainment District, including promoting the use of the 59/90 logo by businesses within the District. Coordination is being done with businesses, including Cabela's and McShane, regarding signage needs and how they will fit with the Village efforts. The new Village Entertainment District sign began showing 59/90 ads in April. Staff is continues to work on 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. Options are currently being discussed for the Hoffman Boulevard & Route 59 intersection.



## **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.** The Village received a comprehensive assessment letter from HUD reviewing our overall accomplishments. HUD indicates that the Village program is operating in a competent, timely and progressive manner. Staff has also completed regular report items that are periodically due to HUD. Preparation for the next Annual Action Plan is beginning and potential projects are being discussed internally.

**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. Three homes have been completed in Program Year 4 and several homes are proceeding through the application and construction process.

**Street Reconstruction Infrastructure Project.** Planning has worked with the Transportation and Engineering Division and determined that Western Street is the most appropriate eligible street for CDBG funding during 2010. Due to the overall financial situation for the 2010 Street Revitalization Project, the entire street project will need to be funded through the CDBG Program. The PY 2009 Annual Action Plan approved by the Village Board allocated sufficient funds for infrastructure to cover the entire cost of Western Street during this construction season. Based on the final cost estimates, funding Western Street will require that the Barrington Square Street Light Project be delayed for a few months until PY 2010 funding becomes available some time after October 1, 2010. Detailed adjustments to this funding plan will be addressed in the Village's PY 2010 Annual Action Plan, as required by HUD. The completion of Western Street is expected to have a significant positive impact on this eligible neighborhood.

**Barrington Square Street Light Project.** Based on the infrastructure funding available and the estimated cost estimate for the reconstruction of Western Street, the Phase 2 lighting project will need to be scheduled after October 2010 when additional funds are available from the 2010 Program Year.

**American Recovery and Reinvestment Act Allocation (CDBG-R).** The Federal quarterly report required by the Office of Management and Budget was submitted in early April. The Village has completed the CDBG-R Barrington Square Sidewalk Improvement Project and drawn down all grant funds, therefore the April report was the final report for this project.

## **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 continues to work with the U. S. Census Bureau to promote the importance of Village residents participating in the 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 continues to e-mail fliers and other pertinent information regarding the census to the school districts, churches, and libraries and asks that they post the information in conspicuous areas.

The Hoffman Estates *Complete Count Committee* continues to promote the census. Staff previously distributed marketing items to the committee that can be used to promote the census. Planning staff had worked extensively with the Village's GIS staff and the Census Bureau on the address verification process and recently received confirmation that all previously disputed addresses were accepted as valid by the Census Bureau.

As forms are returned to the Census Bureau, staff will continue to distribute information via mail and email, provide information at various community events; post website updates, and get the word out via other means. Updates on the return rates for the Village are posted on our website and updated weekly. The display table that Planning staff set up to greet Village Hall visitors allows them 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	\$16,579	Fund eight initiatives for public facilities and residents.	Training for the residential energy audit program is nearly complete; equipment for energy audit purchased. Initial procurement stage for lighting projects underway. Some funds drawn for staff time.

Non- ARRA Grant	Amount Allocated/ Received	Amount Reimbursed	Project	Status
Illinois Department of Commerce and Economic Opportunity (DCEO) Energy Efficiency Incentives	\$29,211.50 (as of 4/8/10)	\$0	Supplemental funding for multiple 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 an additional \$16,186 in reimbursement incentives for interior lighting efficiency projects. The approximate amount of reimbursement was determined by DCEO however the anticipated amount is approximately \$32,000, because the project could qualify for a spring-special rate if it is completed prior to May 31, 2010. With the receipt of the State energy incentives, all lighting projects will be funded entirely by a combination of EECBG and DCEO funding.

The previous Monthly Report stated that DCEO hoped to award State Recycling Grants in February 2010. The Village applied for a grant of \$15,000 in November 2009 but was notified in late March that the Village will not be receiving an award. The municipal recycling container procurement process will resume as planned using EECBG funding.

The Department of Energy is moving forward with an anticipated award of a Local Energy Assurance Planning (LEAP) Grant which the Village applied for in late October 2009. The grant would provide up to \$100,000 to perform an energy needs analysis and create a plan for Village facilities in the case of an energy disruption. The program would provide funds for a consultant to prepare the analysis and the plan with some assistance from staff and would also include a component to educate and reach out to local businesses about energy management. Receipt and use of the grant funds for a planning project could open the door to future grant funding. The application was filed on short notice to meet a deadline in October 2009. Approval to accept the LEAP grant award will be sought at an upcoming Village Board Committee meeting.

Village staff continues to seek out and investigate grant opportunities through a variety of sources. A comprehensive quarterly grant status update will be prepared by staff in the next week or two. An article in the April *Citizen* summarized grant status for Village residents.

*Training*

Ashley Monroe attended a webinar entitled, "EECBG: Leveraging Federal Funding for your Green Projects", hosted by the US Department of Energy (DOE) and a conference call regarding new DOE funding, hosted by Climate Communities.

**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 the two-day Green Town hosted by the College of Lake County. At the seminar, she participated in a half-day workshop regarding green jobs, heard the Mayor of Greensburg Kansas speak about rebuilding a sustainable community after disaster, and attended seminars regarding "LEED- Neighborhood Development", "Implementing a Regional Water Supply/Demand Plan at the Local Level", and a "Study of Municipal Composting Programs".

*Green Programs*

In March, the Village obtained a large load of rain barrels from the Metropolitan Water Reclamation District (MWRD). Residents who pre-ordered barrels picked them up the barrels from Village facilities. The program was very successful. Over 75 calls and emails were fielded and 80 barrels were pre-ordered. Staff managed the rain barrel program and continues to field calls about how to obtain a rain barrel from area programs.

Staff collaborated to assemble an entry for the US Conference of Mayors Sustainable Cities Award.

Staff continues to publicize green programs for residents and businesses using a variety of communication outlets. An article about the State's Cash for Appliances program was included in the April *Citizen*. Staff is also working to revamp the Village Growing to Greenness webpage to make dissemination of green program information more accessible.

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. Additional information about Clean Air Counts can be found on the Village's website.



Peter Gugliotta, Director of Planning Division

**Village of Hoffman Estates, Illinois**  
**Annual Community Assessment Report**  
**2008 Program Year**

**Part I: Summary of Planning and Reporting Documents**

The 2006 – 2010 Consolidated Plan and 2008 Annual Action Plan were well written and provided a comprehensive outline of the Village's priorities for funding over a five year period. We found the 2006 – 2010 Consolidated Plan to be an acceptable document.

Upon receipt of the Village's 2008 Annual Action Plan, composed of funded activities that addressed High, Medium, and/or Low priority needs, we determined the 2008PY Annual Action Plan to be consistent with the Village's 2006 to 2010 five-year Consolidated Plan.

The Village submitted a Substantial Amendment to its 2006 to 2010 Consolidated Plan and 2008 PY Annual Action Plan in concert with 24 CFR Part 91.105(c) Amendments-(1) Criteria for amendment to Consolidated Plan. The substantial amendment was implemented with adherence to the Village's Citizen Participation Plan and HUD requirements. The Village's Substantial Amendment was for cancellation of its public services program activities with the transfer of public services funding to public facilities activities.

**Part II Summary of Grantee Performance**

**Management of Funds**

The Village submitted a PR26 IDIS Financial Summary Report as required. The IDIS PR26 report is sufficient for the purpose of our assessment of the Village's financial activity in a given program year.

The Village was allocated \$298,483 in the 2008 PY and recorded \$6,935 in program income totaling \$305,418 for calculating expenditure caps for administrative and public services. The Village expended **8.8%** of that amount in administrative cost. The **8.8%** amount is well under the 20% allowable annual administrative cap. The Village should be aware of this low administrative expenditure in correlation to its federal programs staffing complement. The Village's public services program percentage rate of **.0%** is under the allowable public services cap of 15%, representing \$45,812.70, which indicates a low community public services priority need and threshold in programming considerations for Hoffman Estates.

In relation to the Village's 2006 to 2010 Consolidated Plan and 2006 Annual Action Plan, there are objectives and activity areas rated medium and high which is different than low. There were medium priority needs for senior services, handicapped services, youth services, substance

abuse services, employment training, health services, crime awareness, and one high priority need for transportation services.

Within the 2006 Annual Action Plan the following objectives are examples of public services that have been canceled: Objective # 5 states “provide support services and outreach programs that address the needs of at-risk youths in order to provide opportunities for them to become successful adults”. Objective #6 states “increase distribution of information regarding supportive services to ensure that eligible individuals are aware of available services”. The indication is that these areas will not be served and are inherently low priority considerations for the Village.

The Low to Moderate-income rate, as recorded in the IDIS PR26 report for the 2008 PY, is 100%. There were no Findings of non-compliance for management of funds in the 2008 program year end review.

The Village stated, on page 9 within its 2008PY Annual Action Plan, that it has a Revolving Loan Fund (RLF) for its housing rehabilitation activity. A narrative in regards to the status of the RLF cannot be found in the Village’s CAPER submission. Please provide an updated status on the use of the RLF and the operation of that fund in regards to loan servicing and funding of new activities. Please respond to this request within 30 days from the date of this letter.

#### Timeliness of Expenditures

The Village of Hoffman Estates has met HUD’s **timeliness** standard for the 2008 Program Year with a draw-down ratio of **1.35**. HUD’s standard, in accordance with 24 CFR Part 570.902(a)(1), states no more than 1.5 years of unexpended grant funds should be in the Grantee’s Line of Credit when the timeliness test is conducted 60 days before the beginning of the Grantee’s next program year. The Village’s expenditure rate continues to be good. The Village has sustained consistency in meeting the annually required 1.5 timeliness ratio.

HUD’s review of the Village’s CAPER and other operational items, which documents the use and management of CDBG funding during the 2008 program year, found that the Village of Hoffman Estates has the capacity to administer its CDBG grant in an efficient manner, and that the implementation of the 2008 PY activities is consistent with its Annual Action Plan and its 2006 to 2010 Consolidated Plan.

#### Compliance with the Consolidated Plan

The Consolidated Annual Performance and Evaluation Report (CAPER), received on December 22, 2009, and other programmatic documentation such as, Annual Action Plan, Timeliness Test, and program correspondence, were used as the basis for this assessment.

Our review of the Village of Hoffman Estates’ 2008 program year resulted in a determination that activities funded are consistent with the Village’s goals and strategies which seek to provide decent housing, suitable living environment, and expanded economic opportunities, while in concert with CDBG regulation at 24 CFR 570.201 -Eligible activities and 24 CFR 570.208

-Criteria for national objectives. The use of Performance Accomplishment narratives for communicating program results continues to enhance the Village's communication strategies to its local residents.

### Monitoring

There are no HUD monitoring issues at this time. The Village did not include a narrative on its monitoring results for the housing rehabilitation sub-recipient in accordance with HUD requirements. Monitoring, either by a Desk Top Review and/or an On-site Review, should be conducted on an annual basis in concert with the Village's plan as stated on page 19 of the Village's 2008 PY Annual Action Plan. When monitoring sub-recipient accomplishments the Village should correlate the number of clients served with reporting data. Reported data is often submitted within scheduled vouchers for payment by the sub-recipient. Please provide an indication of the Village's monitoring strategies of its sub-recipients for the 2008 PY. Please respond to this request within 30 days from the date of this letter.

### Public Facilities

Public Facilities projects are in concert with the Village's Consolidated Plan and Annual Action Plan for the 2008 PY and 24 CFR 570.201(c)–Public facilities and improvements. Activities funded and implemented are in concert with the Village's 2008 PY Annual Action Plan and amendment, as executed by the Village. The new activity street improvement projects, is in concert with 24 CFR 570.201(c) –Public facilities.

### Public Services

The Village's CAPER submission provided a narrative on the status of its public services activities, which were canceled and funding transferred to new activities in public facilities, as stated in the Villages Substantial Amendment. The result was that there were no public services activities conducted in the 2008 PY. The canceled funding of the Village's public services strategies, as stated within the Village's Consolidated Plan, should be considered for its long and short term consequences in future public services priority need goal attainment. The lack of funding of public services could have a negative impact on the Hoffman Estates community.

### Housing Programs

The Village has identified within its CAPER report to have not completed any housing rehabilitation activities in the 2008PY, as stated on pages 9, and 14, but to have several that are underway through the review process. The Village also stated on page 21 to have six activities completed within the 2008 PY. Please respond with the correct amount of housing rehabilitation for the 2008PY results. Although not required for this reporting submission, please comment on the rehabilitation of these units meeting the Village's housing code.

### Code Enforcement

There were no code enforcement activities in the 2008 PY.

## IDIS and Accuracy of Performance Reports

There were no IDIS issues found in the Village's 2008 PY CAPER report.

### **Audit Requirement**

The Office of Management and Budget (OMB) Circular A -133, Audits of States, Local Governments, and Non-Profit Organizations was issued pursuant to the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. It sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations expending Federal awards.

Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program specific audit conducted for that year in accordance with the provisions of Subpart B of the Circular.

**It is necessary that you provide a copy of this letter to your IPA/Auditor and instruct them to focus their review of your next audit on the financial reporting requirements of the Community Development Block Grant (CDBG) program.**

### **Part III Overall Evaluation and Conclusion**

The Village of Hoffman Estates has demonstrated the capacity to administer its HUD CDBG formula grant in a competent, timely, and progressive manner. The Village's program operations are consistent and in concert with HUD requirements.

The Village's performance narratives conveyed performance measurement information consistent with an evaluation format that is easily readable.

We compliment the Village on its program operations, and look forward to a continued working relationship in pursuit of the Village's fulfillment of its priority needs and HUD's Primary Objectives.



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

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

A handwritten signature in black ink, consisting of several loops and a horizontal line at the end, positioned above a horizontal line.

Don Plass, Director of Code Enforcement



## **ACTIVITIES**

On March 1, 2010, David Banaszynski attended a meeting sponsored by the Metropolitan Mayors Caucus in Chicago. The topic was "How Can Municipalities Confront the Vacant Property Challenge."

On March 4, 2010, Don Plass attended the monthly meeting of Northwest Building Official and Code Administrators (NWBOCA). The topic was "Shear Wall Bracing."

On March 4, 2010, Betty Melligan attended the Illinois Association of Code Enforcement Board meeting in Hinsdale.

On March 5, 2010, Don Plass, Jeff Mattes, Tim Meyer and John Cumpek attended a seminar in Lisle, Illinois sponsored by Suburban Building Officials Conference (SBOC). The topic was "ICC Day and the 2009 International Energy Conservation Code Fundamentals."

On March 12, 2010, Jeff Mattes and Tim Meyer attended a seminar in Lisle, Illinois sponsored by SBOC. The topic was "Some Alternative Building Energy Systems: Geothermal Systems."

On March 16, 2010, David Banaszynski attended the Annual Pest Control Summit at Stonegate sponsored by McCloud Pest Control.

On March 23, 2010, David Banaszynski attended an informational meeting in Aurora sponsored by the Illinois Department of Public Health. The topic was "New Lead Law: the Renovation, Repair and Painting Rule."

On March 25, 2010, representatives from the Metropolitan Mayor's Caucus provided Energy Training at Hoffman Estates for Tim Meyer, Ray Norton and John Cumpek. Funding for this program was provided through the State Energy Program (SEP).

On March 26, 2010, John Cumpek and Harry Gunderson attended a seminar in Lisle, Illinois sponsored by SBOC. The topic was "Green Benefits of Fire Sprinklers."

On March 29, 2010, David Banaszynski was certified (NIMS 520) by the Federal Emergency Management Agency in National Incident Management Systems.

### **EMERGENCY CALL OUTS**

On March 11, 2010, Jeff Mattes was called out to a fire at 5184 Barcroft. The property was posted uninhabitable.

### **DEMOLITION PERMITS**

No demolition permits issued

### **CONSTRUCTION INSPECTIONS**

Inspections performed:

• Structural	59	• Mechanical	37
• Electrical	39	• Other	68
• Plumbing	34		

### **CITATIONS**

Joseph Kutyna  
775 Freeman  
Improper storage

Cynthia Maheras  
750 Maywood  
Improper storage and obstruction of the right of way

Kin Properties (owner)  
5 E. Golf  
Drive in disrepair

Dino Alex (Property Manager)  
5 E. Golf  
Drive in disrepair

Kin Properties (owner)  
35 E. Golf  
Drive in disrepair

Winters & Co. (owner)  
35 E. Golf  
Drive in disrepair

CODE ENFORCEMENT MONTHLY REPORT

APRIL, 2010

PAGE 4

Steve Alex (Property Manager)  
33 E. Golf  
Drive in disrepair

Michael Walker  
2163 Hassell  
Inoperable/unlicensed vehicle

Martin Pixius  
1392 Westbury  
Improper outside storage

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

Han Woo  
435 E. Bluebonnet  
Working without a permit – new house

Jason Hill (tenant)  
75 Kingman  
Debris/trash on property

Saleem Mohammed (owner)  
75 Kingman  
Debris on property, fence, garage, deck, driveway and exterior surfaces in disrepair, inoperable vehicles on driveway and tall grass/weeds

Patrick Scott  
515 Glendale  
Working without a permit – patio

Jorge Ramirez  
20 Westview  
Exterior property not maintained (2)

Citi Bank (owner)  
260 Mohave  
Failure to maintain garage door

### RESIDENTIAL INSPECTION REPORT

Advisory postcards have been sent to all the single family homes north of I 90. The inspections will begin on May 1<sup>st</sup>, 2010.

### MULTI-FAMILY LICENSING REPORT

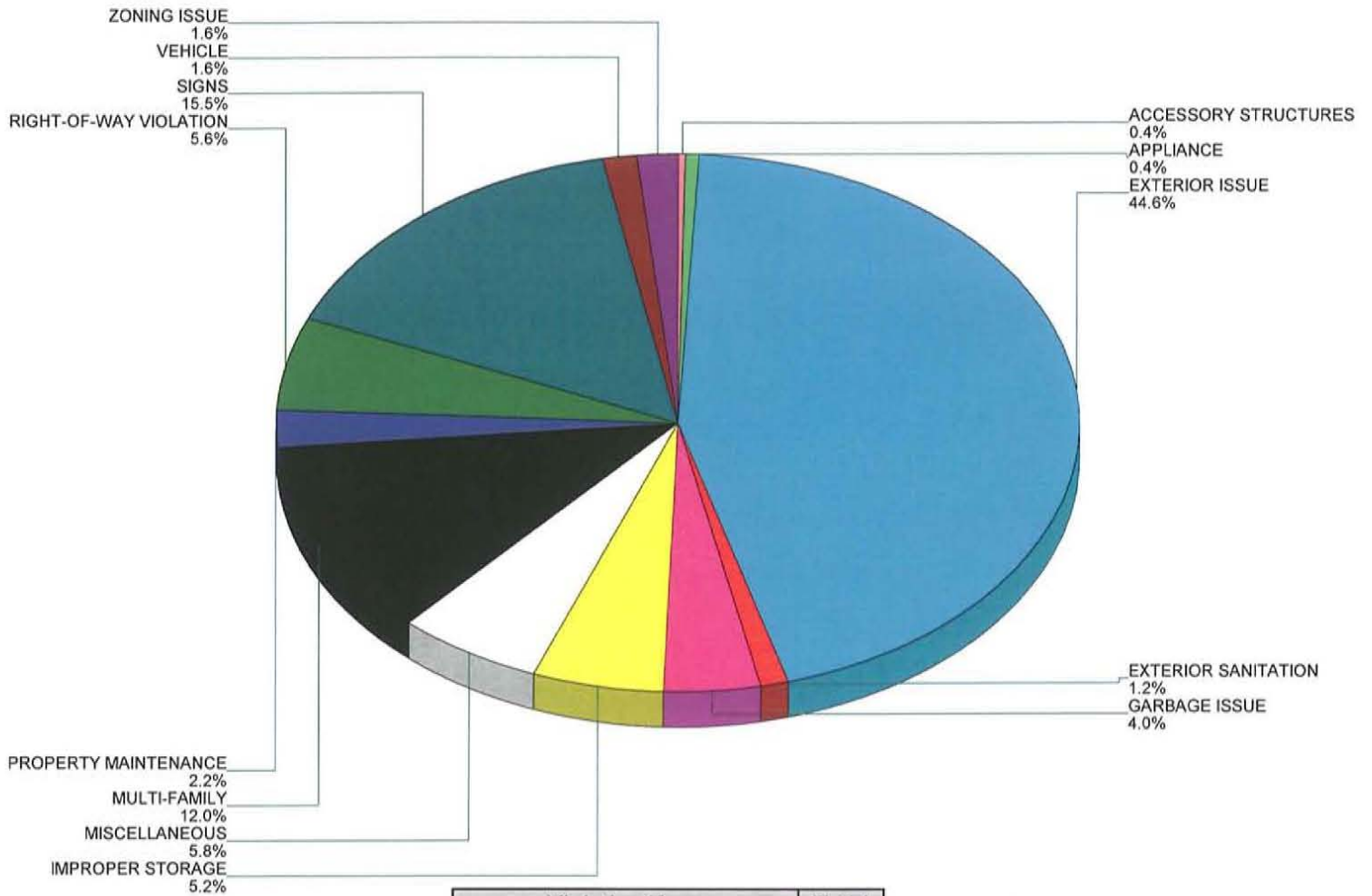
Interior re-inspections will be completed the week of April 12, 2010. Exterior Inspections will start the week of May 24, 2010.

### ENVIRONMENTAL HEALTH INSPECTION REPORT

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

ACTIVITY	THIS MONTH	YEAR TO DATE
High Risk	5	84
Moderate Risk	33	33
Low Risk	0	12
Swimming Pools	0	1
Other Inspections	14	35
<b>Totals:</b>	<b>52</b>	<b>165</b>

## Monthly Code Violation Summary Report 3/1/2010 - 3/31/2010



Violation Type	Total
ACCESSORY STRUCTURES	2
APPLIANCE	2
EXTERIOR ISSUE	224
EXTERIOR SANITATION	6
GARBAGE ISSUE	20
IMPROPER STORAGE	26
MISCELLANEOUS	29
MULTI-FAMILY	60
PROPERTY MAINTENANCE	11
RIGHT-OF-WAY VIOLATION	28
SIGNS	78
VEHICLE	8
ZONING ISSUE	8
<b>TOTAL</b>	<b>502</b>

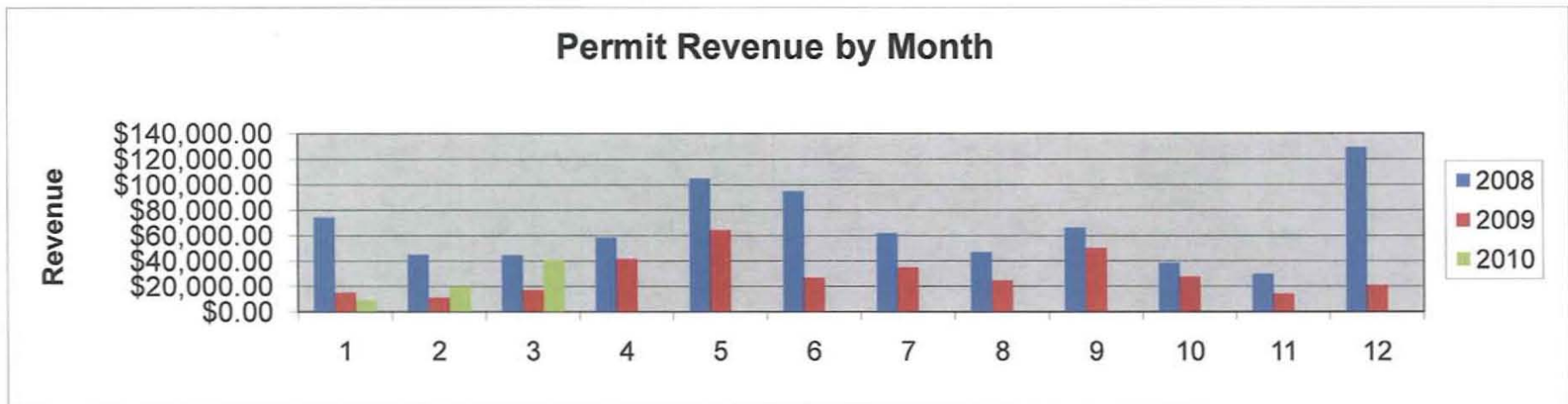
**PERMIT REPORT**

DESCRIPTION	2009 YEAR-TO-DATE # OF PERMITS (not including current month)	2009 MARCH # OF PERMITS	2009 TOTAL YEAR-TO-DATE # OF PERMITS	2010 YEAR-TO-DATE # OF PERMITS (not including current month)	2010 MARCH # OF PERMITS	2010 TOTAL YEAR-TO-DATE # OF PERMITS
Business Remodeling	9	10	19	15	5	20
Demolition	0	1	1	0	0	0
Driveways	1	3	4	0	4	4
Electrical	17	13	30	12	5	17
Fences	3	4	7	5	10	15
Mechanical	16	13	29	9	9	18
Miscellaneous Permits	4	7	11	5	7	12
Multi-Family Remodeling	1	0	1	2	0	2
New Business	0	0	0	0	0	0
Plumbing	23	26	49	31	15	46
Pools - Above Ground	0	0	0	0	0	0
Pools - In-Ground	0	0	0	0	0	0
Residential Decks	1	1	2	1	1	2
Residential Patios	0	1	1	1	4	5
Residential Garages	1	0	1	0	0	0
Residential Remodeling	8	5	13	14	9	23
Residential Sheds	0	1	1	3	4	7
Roofs/Siding	17	38	55	7	31	38
Signs	28	7	35	5	20	25
Single Family Residences	1	1	2	1	2	3
Town Homes/Duplexes	0	0	0	0	0	0
<b>TOTALS</b>	130	131	261	111	126	237

### Permit Revenue Comparison

Year	2008	2009	2010
Jan.	\$75,235.48	\$14,988.31	\$9,880.67
Feb	\$45,474.16	\$11,279.07	\$19,712.60
Mar	\$44,994.58	\$17,251.32	\$41,163.02
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	\$70,756.29
Elevator Invoices	-\$27,610.00	\$0.00	\$0.00
<b>Total Revenue</b>	<b>\$769,957.92</b>	<b>\$348,997.49</b>	<b>\$70,756.29</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  
APRIL 2010**

**OFFICE**

- ◆ Assistance with compiling the Police Station Request For Proposals.
- ◆ Follow-up emails, information, and phone calls to Japanese company investigating sites for their operations. They are looking for a 25,000-30,000 square foot building. Currently, they employ 16 people and expect to double that number in the next 10 years. About a third of the building would be office, with the remainder distribution of their product.
- ◆ Accommodation of a broker looking for an adolescent treatment center (10-15 acres).

**INDUSTRIAL**

- ◆ Distribution of an article on the Golden Corridor Virtual Innovation Park (VIP). The article was emailed to participating companies along the I-90 Golden Corridor. Response has been very positive.
- ◆ Coordination with local high school career advisors to plan a field trip to the annual International Machine Toolmaker Show in September at McCormick Place. Participating high schools include Hoffman, Schaumburg, and possibly Conant. Businesses in the Golden Corridor would sponsor 2-3 buses from the schools to the event.
  - ◇ Scheduling and leading a meeting of precision toolmakers and Harper College faculty at Elgin Community College. The intent was to discuss how the businesses can supplement and improve community college student training in the industrial area. Companies would open their facilities for a “Manufacturing Careers Night” or short term orientation training on state-of-the-art precision tools.
  - ◇ Gathering and disseminating information for an upcoming meeting of the Golden Corridor. The objective will be to share research and plans on changing public mindset on manufacturing and methods to improve area training for manufacturing jobs.
  - ◇ Participation in a video on the myths of manufacturing in the 21st century.
  - ◇ Delivery of “Taste of Hoffman” coupons to two toolmakers for employee and visitor use.

**RETAIL**

- ◆ Numerous meetings with Planning Division staff to create display items for the upcoming ICSC tradeshow in May.
- ◆ Coordination with several brokers to obtain information about available property in Hoffman Estates in preparation for ICSC.



- ◆ Working with art director for Barrington Square on developing a display panel for them at the ICSC show.
- ◆ Assistance from internal staff and coordination with Cabela's for the approximately 20 digital ads for the I-90 digital billboard. The ads are now active.
- ◆ Discussions with bankers preparing for foreclosures on Hoffman Estates properties and to determine why the equity markets are still frozen.
- ◆ Numerous calls to developers and retailers for ICSC appointments. Some progress, but activity is minimal in terms of willingness for dealmaking.
- ◆ Working with Poplar Creek Crossing tenants on adopting the Poplar Creek at 59/90 logo on marketing materials.
- ◆ Met with magazine publisher who will be doing a spring issue on Poplar Creek at 59/90 from history to long term plans.

## **TOURISM**

### **Taste of Hoffman Estates**

The April "Citizen" brought residents an opportunity to save 10% each time they present the "Taste of Hoffman Estates" cards that were affixed to a letter insert to the 40 restaurants that are participating. Decals and samples of the letter with cards attached were personally delivered to every participating restaurant. Several restaurant owners had already seen the cards presented in their restaurants and asked for additional cards to share with guests. Taste cards were distributed to hotels, St. Alexius, and will be attached to every paycheck for Village of Hoffman Estates employees. The Tourism website was updated to show the "taste" logo and the events roster shows a recap of the year long promotion. The Village website carries the April Citizen and additional restaurants that were added to the program after we went to print are featured. An additional page will be added to the Tourism website to highlight restaurants participating in the promotion and additionally, icons identifying participating restaurants will be posted adjacent to the restaurant name in the dining guide. Staff will contact participating restaurants quarterly to determine the success of the promotion.

### **Tartan Day Parade - Celebration of Nations**

The parade lineup is completed and the giant parade balloons are ordered and will be walked down the parade route by Scout Troops from Hoffman Estates. There are three 16' stars and one 25' earth balloon. A promotion was added this year in an effort to drive attendance for the parade in Prairie Stone. The parade prize patrol will distribute numbered cards to parade watchers which encourages patrons to go inside the Sears Centre Arena after the parade to enjoy Unity Day and check the prize patrol board to determine if you have won tickets to Elton John or Rahman (Slumdog Millionaire). Fire Station 24 will be used for handicapped parking and will welcome families from CRC who will enjoy the parade from a great viewing point. A review stand and cable tower are being staged out of the Fire Station as well.

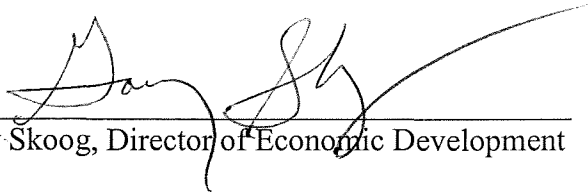
Unity Day has a full line up of ethnic performances beginning at 12:00 noon and ending at 4:00 p.m. along the Sears Centre Arena concourse. Ethnic food items will be available for sale at the concession stands and the International Beer Festival was moved inside the Amcore Club for greater control.

**Hoffman Estates Hotel Managers Meeting**

The quarterly meeting with hotel managers was held at the Poplar Creek Country Club. Hotel general managers were asked to complete a survey in advance of the meeting to determine the action items they want their Tourism Office to facilitate. All agreed to create packages using the descriptors displayed on the Village electronic sign such as: Rock into the Sears Centre and Roll into one of our hotels – translates to the Rock and Roll (Sears Centre Arena) Package; and Make a night of it - translates to Staycations. The hotels are busy making partnerships with attractions such as Putting Edge, Congo Golf, Laser Quest, Poplar Creek Bowl or Hoffman Estates Bowl. A full list of packages will be confirmed by May. We will feature these on the Tourism website and on each hotel website.

**Chamber of Commerce**

Chairman to the Annual Chamber Business Under the Big Top - a business to consumer trade show. Currently exploring locations and theme.



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Gary Skoog, Director of Economic Development