

AGENDA

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

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

Board Room

7:00 p.m.

June 2, 2014

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **RECOGNITION OF AUDIENCE**
4. **APPROVAL OF MINUTES** – May 27, 2014 (*Deferral requested*)
5. **CONSENT AGENDA/OMNIBUS VOTE (Roll Call Vote)**
(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Trustee so requests. In that event, the discussion will be the first item of business after approval of the Consent Agenda.)
 - A. Approval of Agenda
 - B. Approval of the schedule of bills for June 2, 2014 - \$1,465,687.03
 - C. Request Board approval of an Ordinance authorizing amendments to the 2014 Budget Ordinance.
 - D. Request Board approval of an application by Barrington Lakes Apartments to hold a fireworks display on August 16, 2014, subject to meeting the Village Code and National Fire Protection Association (NFPA) requirements.
 - E. Request Board approval to enter into an updated Intergovernmental Mutual Aid Agreement with the Illinois Law Enforcement Alarm System (ILEAS).
 - F. Request Board authorization to award contract for the 2014 holiday tree lighting event fireworks display to Melrose Pyrotechnics, Kingsbury, IN, in an amount not to exceed \$3,800.
 - G. Request Board authorization for:
 - 1) the Sears Centre Arena to purchase a new Optec electronic message center to replace the current equipment for the marquee sign along I-90/Jane Addams Tollway from Kieffer & Company, Inc., Lincolnshire, IL in an amount not to exceed \$289,900; and
 - 2) a Resolution expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of an obligation.
 - H. Request Board authorization for the Village to participate in the Northwest Municipal Conference Suburban Purchasing Cooperative for a one-year contract with Palatine Oil Co., Schaumburg, IL, for joint purchase of diesel fuel and gasoline.

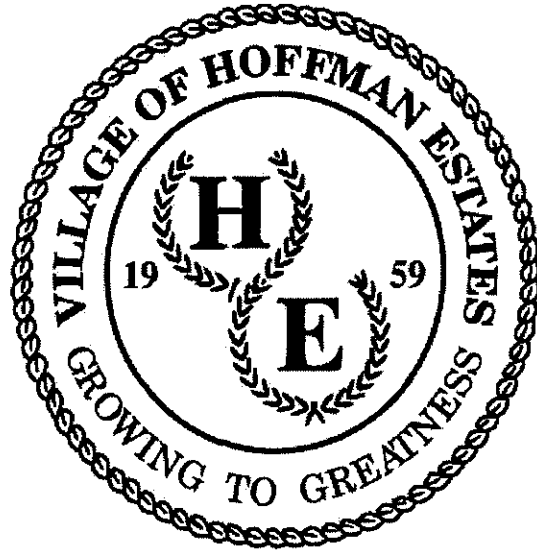
5. **CONSENT AGENDA/OMNIBUS VOTE – Continued**
 - I. Request Board authorization to award contract for 2014 contracted weed control and fertilization for various Village-owned sites and rights-of-way, to Spring Green, Plainfield, IL (low bid) in an amount not to exceed \$15,120.
 - J. Request Board authorization to award contract for 2014-2015 winter tractor rentals to McAllister Equipment Co., Rockford, IL (low bid) in an amount not to exceed \$18,000.
 - K. Request Board authorization for Change Order Number One to the contract for the Beacon Pointe detention basin project with Sarges Landscape Services, Belvidere, IL in the amount of \$8,820 for an amended contract amount of \$51,530.30.

6. **REPORTS**
 - A. **President's Report**
 - ... Proclamation(s)
 - District 30 Toastmasters Day
 - B. **Trustee Comments**
 - C. **Village Manager's Report**
 - D. **Village Clerk's Report**
 - E. **Committee Reports**
 - 1) Planning, Building & Zoning
 - 2) General Administration & Personnel
 - 3) Transportation & Road Improvement

7. **ADDITIONAL BUSINESS** *(All other new business; those items not recommended unanimously by the Committee)*
 - A. Request Board approval of:
 - 1) a Lease Agreement to allow a beer garden to sell food and beverage from the Village Green concession stand from June through October 2014; and
 - 2) an amendment to the Liquor Ordinance to establish a new Class I license.
 - B. Request Board approval of an Ordinance granting a special use to Township High School District 211, owner, and Verizon Wireless, applicant (Conant High School).

8. **ADJOURNMENT**

**CONSENT AGENDA/
OMNIBUS VOTE**



BILL LIST SUMMARY

BILL LIST AS OF 06/02/14	\$	227,836.33
MANUAL CHECK REGISTER	\$	32,316.91
PAYROLL AS OF 05/30/14	\$	1,205,533.79
TOTAL	\$	1,465,687.03

VILLAGE OF HOFFMAN ESTATES

June 2, 2014

ACCOUNT	YEAR	VENDOR	DESCRIPTION	AMOUNT
01 0302	14	ACME TRUCK BRAKE & SUPPLY CO.	SUPPLY PARTS	\$59.94
01 0302	14	AUTO TRUCK GROUP	AUTO REPAIR PARTS	\$59.27
01 0302	14	CARQUEST AUTO PARTS	AUTO REPAIR PARTS	\$144.55
01 0302	14	CARQUEST AUTO PARTS	REPAIR PARTS	\$27.53
01 0302	14	EVEREST EMERGENCY VEHICLES	AUTO REPAIR PARTS	\$77.21
01 0302	14	FIRESTONE TRUCK & SERVICE CENTER	VEHICLE TIRES	\$843.04
01 0302	14	LEACH ENTERPRISES INC	STOCK SUPPLY PARTS	\$60.16
01 0302	14	LEE/BUMPER TO BUMPER AUTO	AUTO SUPPLY PARTS	\$24.09
01 0302	14	LEE/BUMPER TO BUMPER AUTO	CREDIT	(\$24.09)
01 0302	14	SPRING HILL FORD	AUTO REPAIR PARTS	\$97.00
01 1222	14	AFLAC	DED:1027 AFLAC-INS	\$4,165.49
01 1223	14	AFLAC	DED:2027 AFL-AF TAX	\$686.66
01 1458	14	ULTRA STROBE COMMUNICATIONS	RADAR REPAIRS	\$36.25
01 1497	14	OFFICE DEPOT	OFFICE SUPPLIES	\$46.46
TOTAL GENERAL-ASSETS & LIABILITIES				\$6,303.56
01000011 3202	14	ARAMARK CORP	OVER PYMT VENDING FEE	\$250.00
01000011 3202	14	OMRON ELECTRONICS LLC	OVER PYMT BUSINESS LIC	\$165.00
01000013 3413	14	DONALD VILLA	REIM FOR LOCK BOX	\$75.00
TOTAL GENERAL-REVENUE ACCOUNTS				\$490.00
01101123 4402	14	THE AWARD COMPANY OF AMERICA	PLAQUES	\$455.40
01101124 4504	14	HOFFMAN ESTATES CHAMBER OF COMMERCE	MEMBERSHIP	\$405.00
TOTAL LEGISLATIVE				\$860.40
01101222 4303	14	ILLINOIS CITY/COUNTY MANAGEMNT ASSN	ILCMA DUES	\$428.25
01101223 4402	14	OFFICE DEPOT	OFFICE SUPPLIES	\$55.31
01101223 4404	14	PADDOCK PUBLICATIONS, INC	BUSINESS LEDGER	\$45.00
TOTAL ADMINISTRATIVE				\$528.56
01101324 4567	14	RICHARD A KAVITT ATTORNEY AT LAW	PROFESSIONAL SERVICES	\$1,412.50
01101324 4567	14	SCHOOL DISTRICT #54	REIM FOR LEGAL FEES	\$2,892.52
TOTAL LEGAL				\$4,305.02
01101423 4402	14	OFFICE DEPOT	OFFICE SUPPLIES	\$8.20
TOTAL FINANCE				\$8.20
01101621 4212	14	MICHAEL BOSCO	REIM OF TUITION	\$1,061.61
01101623 4405	14	O.C. TANNER	RETIREMENT SUPPLIES	\$266.75
TOTAL HUMAN RESOURCES				\$1,328.36
GENERAL GOVERNMENT				\$7,030.54
01201223 4402	14	OFFICE DEPOT	VARIOUS SUPPLIES	\$248.54
01201223 4404	14	ILL ASSOC OF CHIEFS OF POLICE	POLICY SUBSCRIPTION	\$30.00
01201223 4417	14	MCDONALDS BEAR ESTATES #1, LLC	PRISONER MEALS	\$186.27
01201223 4417	14	MCDONALDS BEAR ESTATES #1, LLC	PRISONER MEALS - MAR	\$274.01
01201223 4422	14	VICTOR E. PUSCAS JR/ CAMIC JOHNSON	HEARING OFFICER	\$350.00
01201224 4507	14	CHERYL AXLEY	HEARINGS	\$1,000.00
TOTAL ADMINISTRATIVE				\$2,088.82
01202623 4414	14	PETSMART INC	CANINE SUPPLIES	\$261.46

VILLAGE OF HOFFMAN ESTATES

June 2, 2014

ACCOUNT	YEAR	VENDOR	DESCRIPTION	AMOUNT
TOTAL CANINE				\$261.46
POLICE				\$2,350.28
01301223 4402	14	OFFICE DEPOT	OFFICE SUPPLIES	\$52.86
TOTAL ADMINISTRATIVE				\$52.86
01303124 4510.14	14	JJS TECHNICAL SERVICES	COMBUSTIBLE SENSOR	\$182.00
01303124 4515.10	14	ULTRA STROBE COMMUNICATIONS	VARIOUS SUPPLIES	\$162.95
TOTAL SUPPRESSION				\$344.95
01303322 4303	14	FIRE INVESTIGATORS STRIKE FORCE	TRAINING	\$75.00
TOTAL PREVENTION				\$75.00
01303523 4412	14	CASE LOTS	CLEANING SUPPLIES	\$598.19
TOTAL FIRE STATIONS				\$598.19
FIRE				\$1,071.00
01404122 4301	14	MIKE DALY	CDL RENEW REIMBURSEMENT	\$30.00
TOTAL SNOW & ICE REMOVAL				\$30.00
01404223 4408	14	MENARDS - HNVR PARK	REPAIR PARTS	\$80.90
01404223 4414	14	MENARDS - HNVR PARK	REPAIR PARTS	\$43.80
01404224 4521	14	HEALY ASPHALT CO., LLC.	HOT MIX ASPHALT SURFACE C	\$223.13
TOTAL PAVEMENT MAINTENANCE				\$347.83
01404324 4507	14	TNT LANDSCAPE CONSTRUCTION	FURNISH & INSTALL BLACK D	\$8,002.50
01404325 4610	14	GOEBBERT'S FARM MARKET	LANDSCAPE MATERIALS	\$305.83
TOTAL FORESTRY				\$8,308.33
01404423 4412	14	CASE LOTS	AUTO REPAIR PARTS	\$233.90
01404424 4501	14	AT & T	LANDLINES	\$44.10
01404424 4501	14	COMCAST CABLE	INTERNET	\$88.45
01404424 4510	14	FOX VALLEY FIRE & SAFETY	ALARM INSPECTION	\$1,582.50
01404424 4518	14	FOX VALLEY FIRE & SAFETY	ALARM INSPECTION	\$1,325.00
01404424 4518	14	FOX VALLEY FIRE & SAFETY	REPAIR PARTS	\$60.00
01404424 4518	14	GRAINGER INC	REPAIR PARTS	\$4.80
01404424 4518	14	WOLF ELECTRIC SUPPLY CO	REPAIR PARTS	\$64.80
TOTAL FACILITIES				\$3,403.55
01404522 4301	14	MFMA	GM PRESENTATION	\$25.00
01404523 4411	14	WEX BANK	FUEL	\$6.00
01404523 4414	14	LEE/BUMPER TO BUMPER AUTO	REPAIR PARTS	\$2.99
01404524 4513	14	ALLSTAR AUTO GLASS INC	WINDSHIELD	\$289.00
01404524 4513	14	BOB ROHRMAN'S SCHAUMBURG FORD	AUTO REPAIR PARTS	\$68.03
01404524 4513	14	BOB ROHRMAN'S SCHAUMBURG FORD	REPAIR PARTS	\$459.12
01404524 4513	14	CARQUEST AUTO PARTS	REPAIR PARTS	\$45.98
01404524 4513	14	INTERSTATE BATTERY SYSTEMS	REPAIR PARTS	\$42.70
01404524 4513	14	INTERSTATE BATTERY SYSTEMS	VEHICLE BATTERIES	\$163.30
01404524 4513	14	LEE/BUMPER TO BUMPER AUTO	AUTO REPAIR PARTS	\$25.45
01404524 4513	14	LEE/BUMPER TO BUMPER AUTO	REPAIR PARTS	\$38.19
01404524 4514	14	BOB ROHRMAN'S SCHAUMBURG FORD	AUTO REPAIR PARTS	\$677.66
01404524 4514	14	CASSIDY TIRE	8.25 X 9 BUDD WHEEL	\$286.00
01404524 4514	14	CASSIDY TIRE	CONTINENTAL HDR2 245/70R1	\$2,124.00

VILLAGE OF HOFFMAN ESTATES

June 2, 2014

ACCOUNT	YEAR	VENDOR	DESCRIPTION	AMOUNT
01404524 4514	14	CASSIDY TIRE	DISMOUNT & MOUNT	\$120.00
01404524 4514	14	CASSIDY TIRE	IL EPA TAX	\$10.00
01404524 4514	14	CASSIDY TIRE	ROAD SERVICE	\$222.50
01404524 4514	14	CASSIDY TIRE	TIRE DISPOSAL FEE	\$12.50
01404524 4514	14	CASSIDY TIRE	VALVE STEM	\$34.00
01404524 4514	14	FOSTER COACH SALES INC	AUTO REPAIR PARTS	\$88.68
01404524 4514	14	INTERSTATE BATTERY SYSTEMS	REPAIR PARTS	\$42.70
01404524 4514	14	LEACH ENTERPRISES INC	LUBE PLUG	\$2.00
01404524 4514	14	LEE/BUMPER TO BUMPER AUTO	AUTO REPAIR PARTS	\$162.99
01404524 4514	14	LEE/BUMPER TO BUMPER AUTO	CREDIT	(\$14.94)
01404524 4514	14	SPARTAN CHASSIS	WINDSHIELD SOVENT	\$183.17
01404524 4533	14	SPRING HILL FORD	AUTO REPAIR PARTS	\$291.73
01404524 4534	14	CARQUEST AUTO PARTS	AUTO REPAIR PARTS	\$447.46
01404524 4534	14	CARQUEST AUTO PARTS	CREDIT	(\$159.44)
01404524 4534	14	CARQUEST AUTO PARTS	REPAIR PARTS	\$321.28
01404524 4534	14	CARQUEST AUTO PARTS	RTN REPAIR PARTS	(\$42.10)
01404524 4534	14	CASSIDY TIRE	CONTINENTAL HDR2 225/70R1	\$1,122.72
01404524 4534	14	FIRESTONE TRUCK & SERVICE CENTER	VEHICLE TIRES	\$247.32
01404524 4534	14	LEE/BUMPER TO BUMPER AUTO	AUTO REPAIR PARTS	\$167.28
01404524 4534	14	MONROE TRUCK EQUIPMENT	VARIOUS SUPPLIES	\$417.50
01404524 4534	14	O'REILLY AUTO PARTS	REPAIR PARTS	\$47.49
01404524 4534	14	ROADWAY TOWING	VARIOUS SUPPLIES	\$27.00
01404524 4535	14	CARQUEST AUTO PARTS	REPAIR PARTS	\$41.27
01404525 4602	14	RUSH TRUCK CENTER OF ILLINOIS, INC	REPAIR PARTS	\$370.00
TOTAL FLEET SERVICES				\$8,416.53
01404723 4408	14	MENARDS - HNRV PARK	VARIOUS SUPPLIES	\$185.88
01404724 4507	14	ANIMAL TRACKERS WILDLIFE COMPANY	INSPECTIONS & TEAR DOWN	\$450.00
01404724 4522	14	GETUM INC	1" RUBBER ADJUSTING RINGS	\$510.00
01404724 4522	14	GETUM INC	2" RUBBER ADJUSTING RINGS	\$1,800.00
01404724 4522	14	WELCH BROS INC	REPAIR PARTS	\$109.46
TOTAL STORM SEWERS				\$3,055.34
01404823 4414	14	3M HAK0206	MARKING MATERIAL	\$81.00
01404823 4414	14	3M HAK0206	SUPPLY PARTS	\$1,057.92
01404824 4544	14	OSBURN SIGNS	R1-1-30" X 30" STOP	\$806.10
01404824 4544	14	OSBURN SIGNS	R2-1-20 24" W X 30" H	\$1,720.00
01404824 4544	14	OSBURN SIGNS	R7-2A 12"W X 18"H NO PARK	\$637.00
TOTAL TRAFFIC CONTROL				\$4,302.02
PUBLIC WORKS				\$27,863.60
01501223 4402	14	OFFICE DEPOT	OFFICE SUPPLIES	\$180.68
TOTAL ADMINISTRATIVE				\$130.68
01505124 4507	14	GILIO LANDSCAPE CONTRACTORS	MOWING FOR CODE	\$370.00
01505124 4507	14	THOMPSON ELEVATOR INSPECTION INC	ELEVATOR INSPECTIONS	\$300.00
TOTAL CODE ENFORCEMENT				\$670.00
01505222 4303	14	TRANSPORTATION RESEARCH BOARD	ANNUAL TRB MEMBERSHIP	\$173.00

VILLAGE OF HOFFMAN ESTATES

June 2, 2014

ACCOUNT	YEAR	VENDOR	DESCRIPTION	AMOUNT
01505223 4408	14	MUNICIPAL MARKING DISTRIBUTORS	MARKING WAND	\$70.50
01505224 4542	14	AMERICAN CHARGE SERVICE	TAXI - 130 TRIPS	\$650.00
TOTAL TRANSPORTATION AND ENGINEERING				\$893.50
01505922 4301	14	KEVIN KRAMER	REIM FOR TRAVEL	\$89.00
01505922 4301	14	MARK KOPLIN	TRAVEL REIM	\$88.00
01505922 4301	14	MKM DISTRIBUTORS	VARIOUS SUPPLIES	\$965.95
01505924 4546	14	FRANCE PUBLICATIONS	PUBLICATIONS	\$1,000.00
01505924 4546	14	ICSC	PUBLICITY AD	\$1,500.00
TOTAL ECONOMIC DEVELOPMENT				\$3,642.95
DEVELOPMENT SERVICES				\$5,387.13
01556522 4301	14	CATHY DAGIAN STANTON	MILEAGE - MAY	\$70.56
01556522 4301	14	CATHY DAGIAN STANTON	MILEAGE REIM APRIL 2014	\$57.68
01556522 4301	14	TERESA ALCURE	REIM FOR MILEAGE	\$42.00
01556522 4303	14	CATHY DAGIAN STANTON	NURSING LICENSE RENEWAL	\$57.68
01556522 4303	14	CATHY DAGIAN STANTON	RE CERTIFICATION FEE	\$60.00
01556523 4402	14	OFFICE DEPOT	OFFICE SUPPLIES	\$61.77
01556523 4413	14	MOORE MEDICAL CORP.	CAPILLARY PLUNGERS #66682	\$5.50
01556523 4413	14	MOORE MEDICAL CORP.	CAPILLARY TUBES #96313 40	\$12.43
01556523 4413	14	MOORE MEDICAL CORP.	CHOLESTECH CONTROL SOLUTI	\$71.44
01556523 4413	14	MOORE MEDICAL CORP.	CHOLESTECH LDX CASSETTES	\$475.00
01556523 4413	14	MOORE MEDICAL CORP.	COUGH DROPS (MEDIQUE) MED	\$6.00
01556523 4413	14	MOORE MEDICAL CORP.	FUEL SURCHARGE	(\$25.00)
01556523 4413	14	MOORE MEDICAL CORP.	IBUPROFEN TABLETS #82471	\$12.00
01556523 4413	14	MOORE MEDICAL CORP.	PAMPHLETS - ARE YOU AT RI	\$18.99
01556523 4413	14	MOORE MEDICAL CORP.	SHIPPING ON ICE	\$6.95
01556523 4413	14	MOORE MEDICAL CORP.	TRUE BALANCE #88479 GLUCO	\$40.00
01556523 4413	14	MOORE MEDICAL CORP.	TRUE CONTROL LEVEL 0 #782	\$6.00
01556523 4413	14	MOORE MEDICAL CORP.	TRUE CONTROL LEVEL 1 #782	\$6.00
01556523 4413	14	OFFICE DEPOT	OFFICE SUPPLIES	\$94.14
01556524 4510	14	MARK DRUGS ROSELLE	WHEEL CHAIR REPAIRS	\$53.65
HEALTH & HUMAN SERVICES				\$1,132.79
01605724 4507	14	ALEXIAN BROTHERS CORPORATE HEALTH	EMP PHYSICAL	\$636.00
01605724 4507	14	STEPHEN A LASER ASSOC INC	OFFICER ASSESSMENT	\$550.00
01605724 4546	14	THE BLUE LINE	GRAPHIC DISPLAY FIRE	\$298.00
01605724 4546	14	WFCA'S THE DAILY DISPATCH	EMPLOYMENT AD	\$350.00
TOTAL FIRE & POLICE COMMISSION				\$1,834.00
01605824 4560	14	MIKE COOPER	MISC REIM YOUTH COMMISSION	\$48.12
01605824 4599	14	PAULA JONES	REIM FOR DECORATIONS	\$21.99
TOTAL MISCELLANEOUS B & C				\$70.11
BOARDS & COMMISSIONS				\$1,904.11
TOTAL GENERAL FUND				\$53,533.01
36000025 4606	14	MARCHRIS ENGINEERING, LTD	PROF SURVEY	\$9,400.00

VILLAGE OF HOFFMAN ESTATES

June 2, 2014

ACCOUNT	YEAR	VENDOR	DESCRIPTION	AMOUNT
TOTAL CAPITAL IMPROVEMENTS FUND				\$9,400.00
40400013 3425	14	HUD C/O PK MANAGEMENT	REFUND WATER BILL	\$16.51
40400013 3425	14	KOLPAK & LEVNER	RFD OVER PYMT WATER	\$65.31
40400013 3425	14	SOCRATES FINANCIAL	REFUND WATER BILL	\$19.58
40400013 3425	14	WEICHERT REALTORS KINGSLAND	OVER PYMT WATER	\$6.75
TOTAL WATER REFUND				\$108.15
40406722 4304	14	PRO SAFETY EQUIPMENT	UNIFORMS	\$74.00
40406723 4420	14	WATER RESOURCES INC	WATER METERS & PARTS	\$17,290.00
40406724 4501	14	AT & T	LANDLINES	\$18.89
40406724 4501	14	COMCAST CABLE	2305 PEMBROKE	\$94.85
40406724 4501	14	COMCAST CABLE	INTERNET	\$37.90
40406724 4507	14	SUBURBAN LABORATORIES, INC.	COLIFORM	\$277.50
40406724 4526	14	3M HAK0206	SUPPLY PARTS	\$956.25
40406724 4528	14	HD SUPPLY WATERWORKS LTD	REPAIR PARTS	\$38,350.00
40406724 4528	14	ZIEBELL WATER SERVICE	HYDRANT PARTS	\$1,856.00
40406724 4528	14	ZIEBELL WATER SERVICE	REPAIR PARTS	\$1,198.94
40406724 4529	14	BEVERLY MATERIALS, L.L.C.	CLEAN CONCRETE	(\$20.00)
40406724 4529	14	BEVERLY MATERIALS, L.L.C.	CLEAN FILL	\$285.00
40406724 4529	14	BEVERLY MATERIALS, L.L.C.	GRAVEL	\$235.44
40406724 4529	14	HEALY ASPHALT CO., LLC.	CLEAN ASPHALT DUMPING FEE	\$272.95
40406724 4529	14	MENARDS - HNVK PARK	VARIOUS SUPPLIES	\$19.87
40406724 4529	14	UNDERGROUND PIPE & VALVE CO	REPAIR PARTS	\$766.00
40406724 4529	14	ZIEBELL WATER SERVICE	REPAIR PARTS	\$720.00
40406724 4531	14	MENARDS - HNVK PARK	REPAIR PARTS	\$2,425.94
40406724 4585	14	BOB ROHRMAN'S SCHAUMBURG FORD	AUTO REPAIR PARTS	\$19.98
40406724 4585	14	FIRESTONE TRUCK & SERVICE CENTER	VEHICLE TIRES	\$247.32
40406724 4585	14	RUSH TRUCK CENTER OF ILLINOIS, INC	REPAIR PARTS	\$12.42
TOTAL WATER DIVISION				\$65,139.25
40406824 4530	14	BEVERLY MATERIALS, L.L.C.	CLEAN FILL	\$285.00
40406824 4530	14	BEVERLY MATERIALS, L.L.C.	GRAVEL	\$235.44
40406824 4530	14	MULTIPLE CONCRETE	VARIOUS SUPPLIES	\$580.00
40406824 4530	14	TNT LANDSCAPE CONSTRUCTION	WATER & SEWER DIG-UP REST	\$783.00
40406825 4602	14	EJ EQUIPMENT	LABOR	\$456.97
40406825 4602	14	EJ EQUIPMENT	SANITARY CAMERA COMPUTER	\$558.82
40406825 4602	14	EJ EQUIPMENT	SANITARY CAMERA REBUILD	\$5,986.27
40406825 4602	14	EJ EQUIPMENT	SANITARY PIPE RANGER TRAN	\$1,891.14
TOTAL SEWER DIVISION				\$10,776.64
TOTAL WATERWORKS AND SEWERAGE FUND				\$76,024.04
46 1101	14	RICHARD RUSSO	REIM FOR MEDICAL EXPENSES	\$3,309.30
TOTAL RISK RETENTION				\$3,309.30

VILLAGE OF HOFFMAN ESTATES

June 2, 2014

ACCOUNT	YEAR	VENDOR	DESCRIPTION	AMOUNT
TOTAL INSURANCE FUND				\$3,309.30
47008525 4619	14	CDW-GOVERNMENT INC	ANNUAL MICROSOFT ENTERPRI	\$85,569.98
TOTAL OPERATIONS				\$85,569.98
TOTAL INFORMATION SYSTEMS FUND				\$85,569.98
BILL LIST TOTAL				\$227,836.33

SUNGARD PUBLIC SECTOR
 DATE: 05/29/2014
 TIME: 14:25:34

VILLAGE OF HOFFMAN ESTATES
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20140522 00:00:00. 0' and '20140529 00:00:00. 0'
 ACCOUNTING PERIOD: 5/14

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
0102	89673	05/22/14	12414 DANTE HENDERSON	01	C-PAL	0.00	761.91
0102	89674	05/23/14	16279 LEIGH A. DIFFAY	36000025	NOISE MITIGATION REIM	0.00	21,396.00
0102	89675	05/27/14	4496 VERIZON WIRELESS	01101124	WIRELESS SERVICE	0.00	635.84
0102	89675	05/27/14	4496 VERIZON WIRELESS	01101224	WIRELESS SERVICE	0.00	175.85
0102	89675	05/27/14	4496 VERIZON WIRELESS	07000024	WIRELESS SERVICE	0.00	2,167.92
0102	89675	05/27/14	4496 VERIZON WIRELESS	01101324	WIRELESS SERVICE	0.00	71.30
0102	89675	05/27/14	4496 VERIZON WIRELESS	01101424	WIRELESS SERVICE	0.00	118.83
0102	89675	05/27/14	4496 VERIZON WIRELESS	01101524	WIRELESS SERVICE	0.00	59.41
0102	89675	05/27/14	4496 VERIZON WIRELESS	01101624	WIRELESS SERVICE	0.00	108.47
0102	89675	05/27/14	4496 VERIZON WIRELESS	01102524	WIRELESS SERVICE	0.00	123.60
0102	89675	05/27/14	4496 VERIZON WIRELESS	01106224	WIRELESS SERVICE	0.00	59.41
0102	89675	05/27/14	4496 VERIZON WIRELESS	01207124	WIRELESS SERVICE	0.00	59.41
0102	89675	05/27/14	4496 VERIZON WIRELESS	01201224	WIRELESS SERVICE	0.00	715.85
0102	89675	05/27/14	4496 VERIZON WIRELESS	01202323	WIRELESS SERVICE	0.00	59.41
0102	89675	05/27/14	4496 VERIZON WIRELESS	01301224	WIRELESS SERVICE	0.00	156.57
0102	89675	05/27/14	4496 VERIZON WIRELESS	01303124	WIRELESS SERVICE	0.00	179.56
0102	89675	05/27/14	4496 VERIZON WIRELESS	01303124	WIRELESS SERVICE	0.00	59.41
0102	89675	05/27/14	4496 VERIZON WIRELESS	01303224	WIRELESS SERVICE	0.00	201.02
0102	89675	05/27/14	4496 VERIZON WIRELESS	01303324	WIRELESS SERVICE	0.00	59.41
0102	89675	05/27/14	4496 VERIZON WIRELESS	01401224	WIRELESS SERVICE	0.00	80.38
0102	89675	05/27/14	4496 VERIZON WIRELESS	01404124	WIRELESS SERVICE	0.00	152.61
0102	89675	05/27/14	4496 VERIZON WIRELESS	01404224	WIRELESS SERVICE	0.00	16.89
0102	89675	05/27/14	4496 VERIZON WIRELESS	01404324	WIRELESS SERVICE	0.00	81.08
0102	89675	05/27/14	4496 VERIZON WIRELESS	01404424	WIRELESS SERVICE	0.00	226.94
0102	89675	05/27/14	4496 VERIZON WIRELESS	01404524	WIRELESS SERVICE	0.00	59.41
0102	89675	05/27/14	4496 VERIZON WIRELESS	01404824	WIRELESS SERVICE	0.00	16.89
0102	89675	05/27/14	4496 VERIZON WIRELESS	01501224	WIRELESS SERVICE	0.00	59.41
0102	89675	05/27/14	4496 VERIZON WIRELESS	01505024	WIRELESS SERVICE	0.00	59.41
0102	89675	05/27/14	4496 VERIZON WIRELESS	01505124	WIRELESS SERVICE	0.00	299.68
0102	89675	05/27/14	4496 VERIZON WIRELESS	01505224	WIRELESS SERVICE	0.00	236.86
0102	89675	05/27/14	4496 VERIZON WIRELESS	01505924	WIRELESS SERVICE	0.00	164.24
0102	89675	05/27/14	4496 VERIZON WIRELESS	01556524	WIRELESS SERVICE	0.00	118.83
0102	89675	05/27/14	4496 VERIZON WIRELESS	40406724	WIRELESS SERVICE	0.00	744.75
0102	89675	05/27/14	4496 VERIZON WIRELESS	47008524	WIRELESS SERVICE	0.00	80.27
0102	89675	05/27/14	4496 VERIZON WIRELESS	47001224	WIRELESS SERVICE	0.00	728.79
0102	89675	05/27/14	4496 VERIZON WIRELESS	47001224	WIRELESS SERVICE	0.00	48.77
TOTAL CHECK						0.00	8,186.48
0102	89676	05/27/14	16280 THE NOTABLES	01605824	PERFORMANCE 5/27	0.00	100.00
0102	89677	05/27/14	1258 MICHAEL HARTMAN	01	C-PAL	0.00	1,368.72
0102	89678	05/28/14	13145 ILLINOIS SECRETARY OF ST	01404524	LIC PLATE RENEW	0.00	606.00
0102	89679 V	05/28/14	2538 ELGIN COMMUNITY COLLEGE	01605824	REIM FRENCH EVENING	0.00	-490.66
0102	89679	05/28/14	2538 ELGIN COMMUNITY COLLEGE	01605824	REIM FRENCH EVENING	0.00	490.66
TOTAL CHECK						0.00	0.00
0102	89680	05/28/14	9991 AMAUDIT	01404424	AUDITING SERVICES	0.00	935.01

SUNGARD PUBLIC SECTOR
 DATE: 05/29/2014
 TIME: 14:25:34

VILLAGE OF HOFFMAN ESTATES
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
 ACCTPA21

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20140522 00:00:00. 0' and '20140529 00:00:00. 0'
 ACCOUNTING PERIOD: 5/14

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
0102	89704	05/29/14	2834 ILLINOIS DEPARTMENT OF R	01	TAX LEVY EMPLOYEE	0.00	378.23
0102	89707	05/29/14	2226 PETTY CASH	01404323	PETTY CASH	0.00	11.05
0102	89707	05/29/14	2226 PETTY CASH	40406722	PETTY CASH	0.00	86.22
0102	89707	05/29/14	2226 PETTY CASH	01404324	PETTY CASH	0.00	37.37
TOTAL CHECK						0.00	134.64
0102	89708	05/29/14	5055 MARCIA FRANK	01605824	SISTER CITIES CELEBRA	0.00	45.97
0102	89708	05/29/14	5055 MARCIA FRANK	01605824	SISTER CITIES CELEBRA	0.00	45.96
TOTAL CHECK						0.00	91.93
0102	90256 V	05/28/14	9981 PATRICIA CANE	01404424	AUDITING SERVICES	0.00	-935.01
0102	90327 V	05/28/14	13145 ILLINOIS SECRETARY OF ST	01404524	LICENSE PLATE RENEW	0.00	-101.00
0102	90327 V	05/28/14	13145 ILLINOIS SECRETARY OF ST	01404524	LICENSE PLATE RENEW	0.00	-202.00
0102	90327 V	05/28/14	13145 ILLINOIS SECRETARY OF ST	01404524	LICENSE PLATE RENEW	0.00	-202.00
0102	90327 V	05/28/14	13145 ILLINOIS SECRETARY OF ST	01404524	LICENSE PLATE RENEW	0.00	-202.00
TOTAL CHECK						0.00	-707.00
TOTAL CASH ACCOUNT						0.00	32,316.91
TOTAL FUND						0.00	32,316.91
TOTAL REPORT						0.00	32,316.91

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE AUTHORIZING
AMENDMENTS TO THE 2014 BUDGET ORDINANCE**

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

Section 1: That pursuant to authority granted by the statutes of the State of Illinois, there is hereby an amendment to the budget ordinance in an amount not in excess of the aggregate of additional revenues or fund reserves available to the Village. The sums of money hereinafter itemized for each of the respective corporate objects specified hereby increase or decrease the amounts included in the original budget ordinance, Ordinance No. 4404 dated December 2, 2013. The appropriate sums shall be received from sources other than the tax levy. The respective sums of money, together with the resulting adjustments and changes in the budget are set out in Section 2 of this Ordinance.

Section 2:

*Village of Hoffman Estates
2013 Budget Amendment*

		<u>Current Budget</u>	<u>Change</u>	<u>Revised Budget</u>
<u>Revenue Budget Revisions</u>				
<i>General Fund</i>				
01000018-3911	Transfer from 2001 GODS	63,240	30	63,270
01000018-3912	Transfer from 1997 GODS	5,670	160	5,830
01000018-3914	Transfer from 2003 GODS	29,880	70	29,950
01000018-3915	Transfer from 2004 GODS	31,870	280	32,150
	Fund Balance		441,460	
<i>EDA General Account</i>				
10000010-3101	Incremental Property Taxes	-	14,174,300	14,174,300
<i>2001 General Obligation Debt Service Fund</i>				
	Fund Balance		30	
<i>1997 General Obligation Debt Service Fund</i>				
	Fund Balance		160	
<i>2003 General Obligation Debt Service Fund</i>				
	Fund Balance		70	
<i>2004 General Obligation Debt Service Fund</i>				
	Fund Balance		280	
<i>Western Corridor Fund</i>				
25000016-3701	Reimbursements	-	69,000	69,000
	Fund Balance		81,000	

		Current Budget	Change	Revised Budget
<i>Traffic Improvement</i>				
26000016-3701	Reimbursements	-	55,820	55,820
	Fund Balance		151,180	
<i>Central Area Impact Fee Fund</i>				
30000013-3433	Road Usage Fees	300,000	65,300	365,300
<i>2009 Capital Project Fund</i>				
	Fund Balance		28,670	
<i>Western Area Impact Fee Fund</i>				
35000013-3433	Road Usage Fees	300,000	821,000	1,121,000
<i>Capital Improvements Fund</i>				
36000018-3930	Transfer from Central Impact Fee	300,000	65,300	365,300
36000018-3933	Transfer from 2009 Capital Prj Fund	-	28,670	28,670
36000018-3935	Transfer from Western Impact Fee	300,000	821,000	1,121,000
	Fund Balance		(914,970)	
<i>Capital Replacement Fund</i>				
	Fund Balance		1,000,000	
<i>Water & Sewer Fund</i>				
40400013-3425	Water/Sewer Charges	12,862,800	452,000	13,314,800
	Fund Balance		1,335,000	1,335,000
<i>Sears Centre Operating Fund</i>				
41000018-3938	Transfer from Capital Replacement	-	1,000,000	1,000,000
	Fund Balance		1,356,500	
<i>Information Systems Fund</i>				
47000016-3701	Recoveries	-	11,670	11,670
<i>Police Pension Fund</i>				
50000015-3605	Dividend Income	200,000	292,200	492,200
<i>Firefighters' Pension Fund</i>				
51000015-3605	Dividend Income	130,000	101,000	231,000
<i>Higgins/Hassell TIF Fund</i>				
	Fund Balance		10,000	
TOTAL REVENUES			21,447,180	

Expenditure Budget Revisions

		Current Budget	Change	Revised Budget
<i>General Fund</i>				
<i>General Government - Legal</i>				
01101324-4567	Outside Legal Fees	304,000	97,000	401,000
<i>Fire - Suppression & EMS</i>				
01303120-4106	Suppression - Overtime	282,800	256,000	538,800
01303220-4106	Suppression - Overtime	29,700	89,000	118,700
<i>EDA General Account</i>				
10000026-4702	Principal Expense	-	14,174,300	14,174,300
<i>2001 General Obligation Debt Service Fund</i>				
11000027-4801	Transfer to General	63,240	30	63,270
<i>1997 General Obligation Debt Service Fund</i>				
12000027-4801	Transfer to General	5,670	160	5,830
<i>2003 General Obligation Debt Service Fund</i>				
14000027-4801	Transfer to General	29,880	70	29,950
<i>2004 General Obligation Debt Service Fund</i>				
15000027-4801	Transfer to General	31,870	280	32,150
<i>Western Corridor Fund</i>				
25000025-4606	Road Improvements	-	150,000	150,000
<i>Traffic Improvement</i>				
26000024-4507	Professional Services	38,500	207,000	245,500
<i>Central Area Impact Fee Fund</i>				
30000027-4836	Transfer to Capital Improvements	300,000	65,300	365,300
<i>2009 Capital Project Fund</i>				
33000027-4836	Transfer to Capital Improvements	-	28,670	28,670
<i>Western Area Impact Fee Fund</i>				
35000027-4836	Transfer to Capital Improvements	300,000	821,000	1,121,000
<i>Capital Replacement Fund</i>				
38000027-4841	Transfer to SCA Operating	-	1,000,000	1,000,000
<i>Water & Sewer Fund</i>				
40406724-4540	JAWA Payments	6,748,000	452,000	7,200,000
40406724-4577	Depreciation Expense	-	1,335,000	1,335,000

		<u>Current Budget</u>	<u>Change</u>	<u>Revised Budget</u>
<i>Sears Centre Operating Fund</i>				
41008024-4577	Depreciation Expense	-	2,356,500	2,356,500
<i>Information Systems Fund</i>				
47001224-4501	Telephone Expense	14,300	11,670	25,970
<i>Police Pension Fund</i>				
50000021-4207	Retirement Pensions	2,391,100	256,600	2,647,700
50000021-4208	Disability Pensions	478,910	22,100	501,010
50000021-4210	Widows Pensions	193,820	13,500	207,320
<i>Firefighters' Pension Fund</i>				
51000021-4207	Retirement Pensions	2,384,800	41,900	2,426,700
51000021-4208	Disability Pensions	596,540	48,400	644,940
51000021-4210	Widows Pensions	191,240	10,700	201,940
<i>Higgins/Hassell TIF Fund</i>				
72000024-4567	Outside Legal Fees	-	10,000	10,000
TOTAL EXPENDITURES			21,447,180	

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

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

PASSED THIS _____ day of _____, 2014

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Gayle Vandenberg	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2014

Village President

ATTEST:

Village Clerk
Published in pamphlet form this _____ day of _____, 2014.

**A RESOLUTION EXPRESSING OFFICIAL INTENT
REGARDING CERTAIN CAPITAL EXPENDITURES TO BE
REIMBURSED FROM PROCEEDS OF AN OBLIGATION**

WHEREAS, the Village of Hoffman Estates, Cook and Kane Counties, Illinois (the "Village") intends to replace the Sears Centre Arena marquee sign electrical message center; and

WHEREAS, all or a portion of the expenditures (the "Expenditures") relating to the Sears Centre Arena marquee sign have been paid within the sixty (60) days prior to the passage of this Resolution or will be paid on or after the passage of this Resolution; and

WHEREAS, the Village reasonably expects to reimburse itself or pay for the Expenditures with the proceeds of an obligation, which the Village intends to be a tax-exempt obligation under Section 103 of the Internal Revenue Code of 1986, as amended.

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

Section 1: That the Village reasonably expects to reimburse or pay the Expenditures with proceeds of an obligation.

Section 2: That maximum principal amount of the obligation expected to be issued for Capital Projects is \$289,900.

Section 3: That all actions of the officers, agents, and employees of the Village that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed, and adopted.

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

PASSED THIS _____ day of _____, 2014

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Gayle Vandenberg	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2014

Village President

ATTEST:

Village Clerk

AGENDA
PLANNING, BUILDING AND ZONING COMMITTEE
Village of Hoffman Estates
June 9, 2014

DRAFT

7:00 P.M. - Helen Wozniak Council Chambers

Members:	Karen Mills, Chairperson	Anna Newell, Trustee
	Gayle Vandenberg, Vice Chairperson	Gary Pilafas, Trustee
	Gary Stanton, Trustee	Michael Gaeta, Trustee
		William McLeod, Mayor

I. Roll Call

II. Approval of Minutes - May 12, 2014

NEW BUSINESS

1. Request by Gill Management, Inc. for a courtesy review of a proposed Burger King on the southeast corner of Barrington and Higgins Roads.
2. Request acceptance of Department of Development Services monthly report for Planning Division.
3. Request acceptance of Department of Development Services monthly report for Code Enforcement Division.
4. Request acceptance of Department of Development Services monthly report for Economic Development and Tourism.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

**AGENDA
GENERAL ADMINISTRATION & PERSONNEL COMMITTEE
VILLAGE OF HOFFMAN ESTATES
JUNE 9, 2014**

DRAFT

Immediately Following Planning, Building & Zoning Committee

Members: Gayle Vandenberg, Chairman
Gary Stanton, Vice-Chairman
Karen Mills, Trustee
Anna Newell, Trustee
Gary Pilafas, Trustee
Michael Gaeta, Trustee
Mayor William McLeod

- I. Roll Call**
- II. Approval of Minutes – May 12, 2014**

NEW BUSINESS

- 1. Discussion regarding Legislative Update.
- 2. Request acceptance of Cable TV Monthly Report.
- 3. Request acceptance of Human Resources Management Monthly Report.

- III. President's Report**
- IV. Other**
- V. Items in Review**
- VI. Adjournment**

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

AGENDA
TRANSPORTATION AND ROAD IMPROVEMENT COMMITTEE
Village of Hoffman Estates
June 9, 2014

DRAFT

Immediately Following General Administration and Personnel

Members:	Gary Stanton, Chairperson	Anna Newell, Trustee
	Karen Mills, Vice Chairperson	Gary Pilafas, Trustee
	Gayle Vandenberg, Trustee	Michael Gaeta, Trustee
		William McLeod, Mayor

- I. Roll Call**
- II. Approval of Minutes – May 12, 2014**

NEW BUSINESS

- 1. Request acceptance of Transportation Division Monthly Report.

- III. President's Report**
- IV. Other**
- V. Items in Review**
- VI. Adjournment**

ADDITIONAL BUSINESS

VILLAGE OF HOFFMAN ESTATES

Memo

TO: President & Board of Trustees

FROM: Mark Koplín, Assistant Village Manager-Development Services
Kevin Kramer, Director of Economic Development

RE: **PROPOSED BEER GARDEN AT VILLAGE GREEN**

DATE: May 22, 2014

Questions were raised at the May 12, PB&Z Committee meeting regarding the proposed Beer Garden at the Village Green. A response to each of the points raised follows:

Formal LLC incorporation - The Village confirmed the formation of Dasbier Garden LLC on May 27, 2014.

Regarding the number of Class I liquor licenses that could be issued - Corporation Counsel correctly responded at the PB&Z that the Village Board controls the number of each type of liquor licenses by issuing them on a case-by-case basis, with each additional license approved by ordinance. Further, the language in the draft ordinance presented at PB&Z for a Class I license further restricts such liquor license to entities selling alcohol on Village owned property, subject to an agreement with the Village for the use of that property. This provides additional safeguards as only the Village controls Village owned lands, and without an agreement for a private entity to serve alcohol outside, no such liquor license could be issued.

Wristbands for customers of legal age - As wristbands are not required for other Village Green events, and there will be a security person within the outdoor beer garden area, the Vendor proposes to control sales of beer or wine at the point of sale with trained personnel.

Deposit for damage to the concession building - In addition to a deposit for restoring the proposed gravel area to turf, a \$5,000 deposit or letter of credit is proposed for any damage to the concession building, or any work to restore to its former condition following the termination of use for the beer garden.

Limit the amount of gravel area (at least initially) - The Vendor agreed to contract with the Acres Group for removal of the turf, placement of the gravel, and eventually restoration. Acres Group currently maintains the Village Green on behalf of the Village through previous agreements with Sears and the Prairie Stone Property Owners Association. Initially, the Vendor would like to start with a 40 foot by 60 foot area (1,600 square feet) cleared for the crushed limestone. We recommend 3 inches of crushed limestone on 3 inches of gravel. The deposit required in the lease agreement will be based on the square footage of turf to be restored at the end of this use. Currently, the Village Engineer estimates a cost of \$0.50 per square foot. At such time as the beer garden business expands cliental and a greater area is desired, the owners will propose a greater area and increase the amount of the deposit. If the owners desire a gravel

area greater than 5,000 square feet, they will need to come back to the PB&Z Committee with such request.

Use of the picnic tables and benches in off hours - The Vendor has no problem with other Village Green patrons using the tables. This would include the FourthFest and Platzkonzert.

How will the tables and benches be secured to prevent them from being moved around - The picnic tables and benches will be secured to a "ring" anchored below the proposed gravel.

Ambient noise, or live music, will not exceed the Village's noise limits - The language in this section was revised slightly. The lease states that all special events in the amphitheater area will be scheduled with the Village.

No glass allowed - The Village Green Policies and Procedures adopted when the Village Green opened does not include any restrictions on glass or bottles. However, the previous Village Clerk requested Public Works to fabricate signs that are located at the primary entrances regarding the use of the Village Green, and these signs indicate that no bottles or glass are allowed. The owners would prefer to serve beer in the German tradition of heavy glass beer steins/mugs. The Vendor is willing to post "No Glass Beyond This Point" signs around the picnic area.

Internet/free Wifi - The owners will look at the possibility of providing free Wifi, depending on how difficult and/or costly it is to provide this service.

Days of operation - The days requested are daily from 11:00 a.m. to 10:00 p.m. (with alcohol sales ceasing at 9:00 p.m.), excluding the week of the FourthFest, the Thursday night summer concerts, and the Platzkonzert. The language in the lease allows the beer garden to open on any of the restricted dates, but only upon the request by the Village.

Signage - The Vendor proposed a rather extensive signage package. Staff proposes a more restricted sign plan, allowing a panel sign under the brown Cabela's signs along Beverly Road and Higgins Road, but no flags at those intersections. The "feather" signs should only be allowed at the Village Green. We would also work with Cabela's to create a digital slide for the Cabela's sign along the highway.

Parking - The language in the lease clearly states that we have a parking agreement for Village Green events and the location of such parking spaces which are shared, not dedicated to Village Green events.

Temporary Beer Trailer - The Vendor started working with the operator of the Estabrook Beer Garden in Milwaukee. He has advised the Vendor that the 8'x8' storage cooler may not be large enough for a busy weekend and suggested a beer trailer be used as extra storage. Therefore, the Vendor would like the option of bringing a beer trailer onsite during busy weekends and park it on the bathroom side of the building in the grass. The trailer would only be permitted Friday, Saturday and Sunday and would need to be moved by Monday morning.

Disclosure - It has come to our attention recently that the wife of Andrew Hartman was previously employed in our Finance Department. She is now the Finance Director in Lake

Zurich. This does not constitute any form of conflict of interest, but we wanted to bring this to the attention of the Village Board.



Mark Koplin
Assistant Village Manager
Department of Development Services



Kevin Kramer
Director of Economic Development

MAK/kr

cc: J. Norris, A. Janura

LEASE AGREEMENT
BETWEEN
VILLAGE OF HOFFMAN ESTATES
AND
DASBIER GARDEN, LLC

This Lease Agreement ("Agreement") is made and entered into effective _____, 2014, by and between THE VILLAGE OF HOFFMAN ESTATES ("Village") and DASBIER GARDEN, LLC ("Vendor"). Referenced together, the Village and the Vendor are the "Parties" to this Agreement.

WITNESSETH:

The Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

PROVISIONS:

1. Permitted Use: Vendor may sell food and beverages, including alcoholic beverages served under a Class I license, at the 12.5 acre Village Green in the Prairie Stone Business Park (the "Premises", as legally described in Exhibit A). The concession is a fair-weather operation scheduled to be open from 11:00 a.m. – 10:00 p.m., weather permitting. Vendor shall not dispense, distribute, or sell alcohol after 9:00 p.m. on any day. Both food and beverages shall be consumed on the Premises.

It is the responsibility of Vendor to require alcoholic beverages to be consumed only on the site, and the Vendor is responsible for any incidents involving alcohol sold by Vendor. Vendor shall monitor the service of alcoholic beverages, make sure no one under 21 years of age is drinking alcohol, and refuse service to people who appear to be intoxicated or using poor judgment in their consumption. The Vendor shall comply with all local and State laws, rules and regulations.

The Vendor may be permitted to operate on the Premises Monday through Sunday from June 1st through October 31st. Operations may not occur on Thursdays when a Village Summer Concert is taking place on the Premises nor from June 30, 2014 through July 8, 2014 nor on September 13, 2014, unless services of the Vendor is specifically requested by the Village. This Lease is non-exclusive and the Premises may be used by the public during the operation of the Vendor and the public shall have access to the public restrooms.

2. Term: The Term of this Agreement shall be for the 2014 calendar year, subject to early termination as provided herein.
3. Payment: Vendor shall pay to Village at the end of each Sales Period a license fee of twenty percent (20%) of gross revenue on all alcoholic beverage sales and ten percent (10%) of gross revenue on all food and non-alcoholic beverage sales. "Gross" does not include sales or food and beverage taxes. "Sales Period" shall mean each calendar month during the length of this agreement; payment due seven (7) days after the end of a Sales Period with the first reconciliation after the first full calendar month of operation.

Payment shall be made payable to: **Village of Hoffman Estates**, and deliver to: Finance Department, 1900 Hassell Road, Hoffman Estates, Illinois, 60169.

4. Sales Reports: Upon demand, Vendor agrees to compile and provide Village with a detailed summary report of all sales activities, a financial reconciliation of all moneys owed and paid, and remitted to the Village any additional amounts as may be required.
5. Permits, Licenses, and Other Costs: Vendor shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required for its activities including, but not limited to, a State and local liquor license and a State of Illinois tax identification number.
6. Village Approval of Items to be Sold: Prior to any offer for sale or rental, the Vendor shall provide Village with a list and pricing information for the products it intends to sell to the public. The attached Exhibit D: Food Menu shall be approved with this agreement. The Village maintains the right to prohibit the sale or rental of any item that it deems to be inappropriate. Should the Vendor desire to serve food prepared on a grill the location of the grill must be in substantial conformance with the Site Plan, attached as Exhibit B, or approved in writing by the Village Fire Chief. The grill may not be fueled by charcoal.
7. Amplified Music Restriction & Events: All amplified music, as well as ambient music, shall comply with the appropriate Village of Hoffman Estates noise ordinances. Any events, in the seating area, amphitheater or elsewhere on the Premises, beyond the standard operations must go through the special events process whereby notice is given at least seven (7) business days prior to the event. The Village Green remains a public space which can be reserved on a first come, first serve basis, should the Vendor require additional space for an event it shall reserve the space with the Village.
8. Signage: All proposed banners, signage and advertising on or within the Premises, temporary or portable structures, must be in substantial conformance to the Sign Plan, attached as Exhibit C and have a permit from the Village. Upon Village zoning approval, off-site signage shall be allowed only in the locations displayed in Exhibit C on the existing Village Green sign. These signs shall be of similar material as the "Village Green" sign. Vendor shall pay for all signage.
9. Payments for Utilities: Vendor shall pay to the Village the monthly sum of \$250 toward the cost of utilities. Payment due seven (7) days after the end of a Sales Period with the first reconciliation after the first calendar month of operation.
10. Cleaning of Public Restrooms: Vendor shall lock and unlock, as well as permit public access to, the restrooms during all hours of operation and provide daily maintenance and cleaning of the public restrooms during days of Vendor's operations. Vendor shall provide supplies for the restrooms. A key deposit of \$100.00 will be required should the locks need to be replaced.
11. Garbage: Vendor is responsible for maintaining the Premises in a state of cleanliness and repair. Vendor is also responsible for the collection and disposal of all trash, litter and garbage associated with its activities. If Vendor contracts with a commercial waste service, Groot shall be the provider of the service. Vendor may contract with the Sears Centre Arena for a fee of \$50 per month to utilize their refuse services; if Vendor uses the Sears Centre Arena then the Vendor shall be responsible for delivering the trash each day to the dumpster.
12. Parking: The Village Green does not have any parking on site. However, the Village has a shared parking agreement with the properties to the east of the Village Green at the Park Center Commons. The parking lot has in excess of 1,000 parking spaces for the four office buildings comprising the Park Center Commons development. Parking is available for Village Green

events subject to availability and prior notification. Office users have priority at all times, however during evenings and weekends the demand for office parking is low. The Village will notify the owners of the Park Center Commons of the intent to use a minimum number of parking spaces during weekday work hours, and potentially more spaces weekday evenings and weekends.

13. Pest and Bug Control: The Village typically provides mosquito control two to four times during July and August. Vendor shall be responsible for any additional mosquito and pest control on the Premises, including but not limited to, the food preparation area, the storage area and the seating area.
14. Vendor's Obligations for Maintenance and Minor Repairs: Vendor shall maintain the Premises in good order and be responsible to ensure the facility is operational in a manner compliant with appropriate codes, laws, and regulations. Vendor shall make minor repairs to all plumbing, electrical and lighting (including the replacement of light bulbs), door latches and locks, windows and plate glass/plastic, and signage, where such repairs or replacement are to the existing items in place within the Premises or to those installed by Vendor. Vendor shall provide a refundable cash deposit or Letter of Credit, in the amount of \$5,000, for any damages caused to the structure before any operations begin, to be refunded at the end of the season, if there are no damages.
15. Access to Storage Room: Vendor shall be permitted to use the storage room on the north side of the building for a temporary refrigeration unit and any other such storage as may be necessary for the daily operations.
16. Site Restoration: Vendor and Village shall together participate in a pre-season and post-season inspection of the Premises, including the turf and concession building. The Village agrees that a crushed stone may be used to replace the existing grass up to 4,000 square feet in the area shown on Exhibit B. If stone is used it shall be a 3 inch gravel base with 3 inches of limestone screenings as the top layer. The Vendor may make these changes at its expense. A deposit in an amount determined by the Village shall be provided to guarantee restoration of the grass when gravel is removed. Any damage resulting from the changes made by Vendor shall be replaced or restored at Vendor's expense. At the end of the season if this Agreement is not renewed the Vendor shall restore the concession building and the site; replace the top soil, seed with fescue mix and water, at their cost.
17. Site Damage: Vendor shall be responsible for damage at the Premise. Within fourteen (14) days of the discovery of any such damage, the Premises shall be restored to the satisfaction of the Village.
18. Temporary Structures: Vendor shall be allowed to construct temporary sun shades on the Premises, in accordance with the Site plan, attached as Exhibit B, at its expense. All tables, benches and temporary structures shall remain open at all times for public use. Vendor shall be permitted to bring a beer trailer onsite during weekends only, Friday through Sunday, to store alcohol in a location shown on Exhibit B: Site Plan. Any temporary structure shall be removed within fourteen (14) days upon the expiration or termination of this Agreement.
19. Removal of Equipment and Supplies: Upon expiration or termination of this Agreement for any reason, Vendor shall remove, at its costs, all of its supplies, equipment, displays, and related items from the Premises within fourteen (14) days of the expiration or termination date, and shall restore the Premises to its prior condition, in a condition satisfactory to the Village.

20. Security: Unarmed security personnel are permitted within the Premises for the purposes of checking identification and general observation.
21. Inspection by Village: Village shall retain at all times ownership and access rights to enter into and upon the Premises to examine and inspect the condition thereof; provided, however, such entry shall be done in such a manner that it does not unreasonably interfere with the conduct of Vendor's use of the Premises.
22. Interest: Unless waived by the Corporate Authorities of the Village of Hoffman Estates, Vendor shall be responsible for payment of interest on amounts not remitted in accordance with this Agreement. The rate of interest shall be one-percent (1%) per month or fraction of a month. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
 - a. Penalty: In addition to the interest described above, Vendor shall be responsible for payment of penalty on amounts not remitted in accordance with this Agreement. The penalty shall be 0.5% per month, or fraction of a month. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
 - b. Audit Results: If, as a result of the annual audit required herein, additional amounts are disclosed to be due and owing to the Village, interest and penalty shall be calculated thereon in accordance with the above method. Vendor shall remit to the Village any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by the Village.
 - c. Nonexclusivity: This provision permitting collection of interest and penalty by the Village on delinquent payments is not to be considered the Village's exclusive remedy for Vendor's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by the Village of any other remedy permitted under this Agreement, including but not limited to termination of this Agreement.
23. Audit: Vendor shall allow Village when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by Vendor, including but not limited to, handwritten, typed or printed pages, maps, chart, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Agreement, all at no cost to Village. Any subcontracting by Vendor in performing the duties described under this Agreement shall subject the subcontractors and/or associates to the same audit terms and conditions as the Vendor. Vendor (or a subcontractor) shall maintain and make available to Village the aforementioned audit information for no less than three years after the conclusion of this Agreement.
24. Insurance: Village is not responsible for any loss or damage to Vendor's property. The Vendor agrees to hold the village harmless and indemnify the village for any loss or damage to personal property or personal injury occurring on the Premises. Vendor shall maintain comprehensive liability, dram shop, workers compensation and automobile liability insurance as required below. Vendor shall provide the Village with evidence of said coverage's in the following minimum amounts.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 Per Occurrence
Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$3,000,000 General Aggregate
Automobile Liability	
Bodily Injury & Personal Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and or hired Uninsured Motorists	
Liquor Liability	\$1,000,000 Per Occurrence
Illinois Worker's Compensation	Statutory
Employers' Liability	\$100,000/\$500,000/\$100,000

Village of Hoffman Estates and Prairie Stone Property Owners Association shall be named insured on all insurance policies. A waiver of subrogation for Workers Compensation by endorsement in favor of Village of Hoffman Estates shall be provided. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. Copies of policies for the above coverages shall be submitted for review and approval by the Village before the Premises can be used by the Vendor.

Additional information as to policy form, retroactive date, discover provisions and applicable retentions shall be submitted to Village. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Village for approval prior to the commencement of activities under the Agreement.

Compliance with the insurance requirements contained within this Agreement is subject to acceptance by the Village Risk Manager.

25. **Indemnification:** To the fullest extent permitted by law, Vendor shall indemnify the Village for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to the Premises, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the Vendor, its agents, or employees or guests. Vendor shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.
26. **Assignment and Subletting:** Vendor may not assign this Agreement in whole or in part.
27. **Termination:** Either Party at its sole and absolute discretion may terminate this Agreement at any time upon seven (7) days notice.

28. Partnership: Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between Village or its successors or assigns and Vendor or its successors or assigns. This Lease Agreement does not create the relationship of principal and agent.

29. Third Party Beneficiary: This Agreement is made and entered into for the sole protection and benefit of the Parties and entities named in this Agreement and is not intended to convey any rights or benefits to any other third party, nor will this Agreement be interpreted to convey any rights or benefits to any person except as provided in this Agreement.

30. Authority: Vendor is a limited liability company, each individual executing this Agreement on behalf of Vendor represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, limited liability company or other entity, as the case may be, and that this Agreement is binding upon said corporation in accordance with its terms without the joinder or approval of any other person.

31. Severability. In the event any phrase, paragraph, article, or portion of this Agreement is found to be invalid or illegal by any court of competent jurisdiction, such finding of invalidity as to that portion shall not affect the validity, legality, or enforceability of the remaining portions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

Dasbier Garden, LLC

By _____ Date _____
 Andrew Hartman
 President
 9196 Falcon Greens Drive
 Lakewood, IL 60014

Village of Hoffman Estates

By _____ Date _____
 William D. McLeod,
 Village President

Attest:

 Village Clerk

Exhibit A: Village Green Legal Description

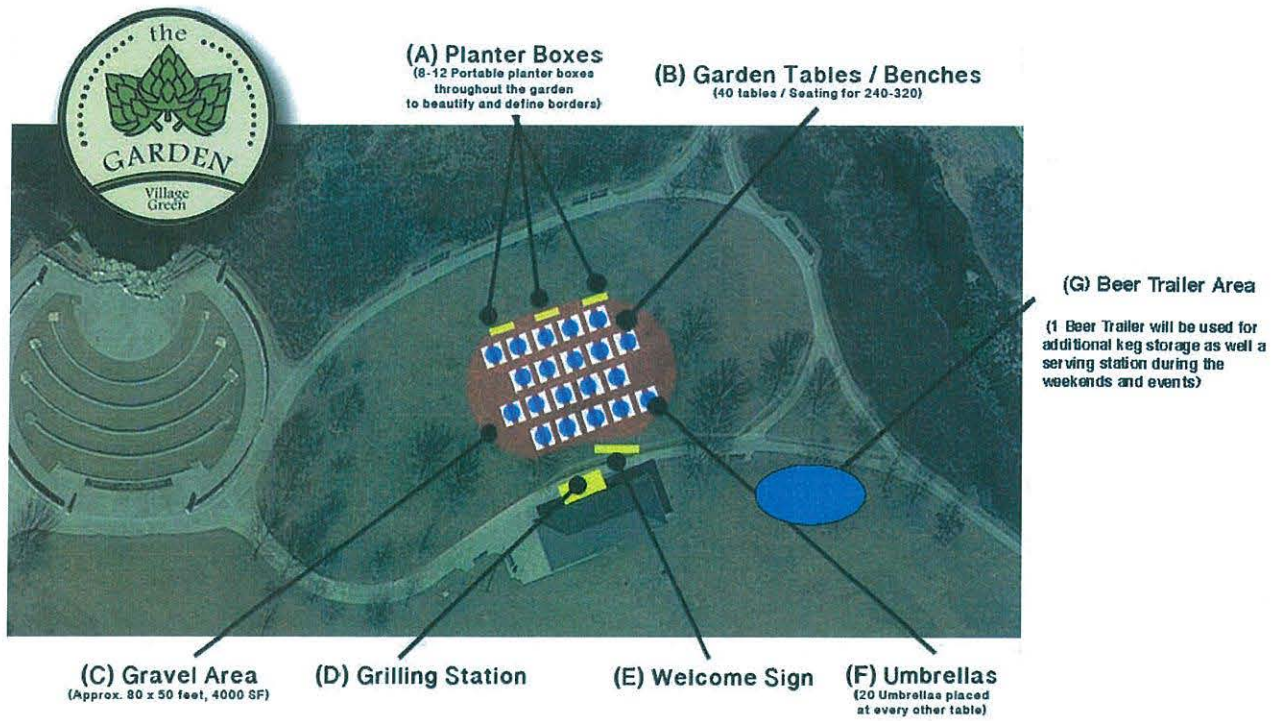
VILLAGE GREEN

THAT PART OF LOT 4G IN RESUBDIVISION OF LOT 4 IN SEARS BUSINESS PARK, BEING A RESUBDIVISION IN SECTIONS 31 AND 32, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN AND IN SECTION 4, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED AUGUST 6, 1991 AS DOCUMENT NUMBER 91396712, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4G; THENCE SOUTH 58 DEGREES 11 MINUTES 40 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 4G, 358.36 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 58 DEGREES 11 MINUTES 40 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 4G, 135.90 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 4G, BEING A CURVED LINE CONVEX SOUTHERLY, HAVING A RADIUS OF 2340.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 1609.39 FEET TO A POINT ON SAID SOUTHERLY LINE; SAID POINT BEING AN ARC DISTANCE OF 437.69 FEET, AS MEASURED ALONG THE SOUTHERLY LINE OF SAID LOT 4G, EASTERLY OF THE SOUTHWEST CORNER OF SAID LOT 4G (THE CHORD OF SAID ARC OF 1609.39 FEET IN LENGTH BEARS SOUTH 77 DEGREES 53 MINUTES 53 SECONDS WEST, 1577.86 FEET); THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 266.00 FEET, AN ARC DISTANCE OF 109.42 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS NORTH 67 DEGREES 13 MINUTES 48 SECONDS EAST, 108.65 FEET); THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 272.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 82.61 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS NORTH 64 DEGREES 08 MINUTES 48 SECONDS EAST, 82.30 FEET); THENCE NORTHERLY ALONG A CURVED LINE CONVEX EASTERLY, HAVING A RADIUS OF 93.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 189.22 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS NORTH 14 DEGREES 33 MINUTES 33 SECONDS EAST, 158.23 FEET); THENCE NORTHERLY ALONG A CURVED LINE CONVEX WESTERLY, HAVING A RADIUS OF 66.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 119.98 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS NORTH 08 DEGREES 21 MINUTES 03 SECONDS EAST, 104.13 FEET); THENCE NORTHERLY ALONG A CURVED LINE CONVEX EASTERLY, HAVING A RADIUS OF 134.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 217.43 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS NORTH 13 DEGREES 56 MINUTES 52 SECONDS EAST, 194.35 FEET); THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 150.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 49.33 FEET (THE CHORD OF SAID ARC BEARS NORTH 23 DEGREES 06 MINUTES 52 SECONDS WEST, 49.11 FEET); THENCE NORTH 66 DEGREES 01 MINUTES 36 SECONDS EAST, 25.02 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 70.00 FEET, AN ARC DISTANCE OF 65.34 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 54 DEGREES 50 MINUTES 22 SECONDS EAST, 62.99 FEET); THENCE SOUTH 81 DEGREES 34 MINUTES 44 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 62.28 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 67.63 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS SOUTH 62 DEGREES 12 MINUTES 16 SECONDS EAST, 66.35 FEET); THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST

DESCRIBED POINT, AN ARC DISTANCE OF 29.12 FEET TO A POINT OF COMPOUND CURVATURE (THE CHORD OF SAID ARC BEARS SOUTH 51 DEGREES 10 MINUTES 19 SECONDS EAST, 29.02 FEET); THENCE EASTERLY ALONG A CURVED LINE CONVEX SOUTHERLY, HAVING A RADIUS OF 10.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 10.48 FEET TO A POINT OF COMPOUND CURVATURE (THE CHORD OF SAID ARC BEARS SOUTH 89 DEGREES 33 MINUTES 04 SECONDS EAST, 10.01 FEET); THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 38.67 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 49 DEGREES 19 MINUTES 59 SECONDS EAST, 38.43 FEET); THENCE NORTH 38 DEGREES 15 MINUTES 14 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 32.27 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHERLY, HAVING A RADIUS OF 170.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 148.20 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 63 DEGREES 13 MINUTES 40 SECONDS EAST, 143.55 FEET); THENCE NORTH 88 DEGREES 12 MINUTES 07 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 46.06 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 70.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 111.96 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 42 DEGREES 22 MINUTES 58 SECONDS EAST, 100.40 FEET); THENCE NORTH 03 DEGREES 26 MINUTES 10 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 68.02 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 85.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 24.50 FEET (THE CHORD OF SAID ARC BEARS NORTH 04 DEGREES 49 MINUTES 21 SECONDS EAST, 24.42 FEET); THENCE SOUTH 32 DEGREES 22 MINUTES 22 SECONDS EAST, 398.74 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 110.28 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 63 DEGREES 58 MINUTES 02 SECONDS EAST, 104.78 FEET); THENCE NORTH 84 DEGREES 26 MINUTES 18 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 159.71 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVED LINE CONVEX NORTHERLY, HAVING A RADIUS OF 250.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 52.33 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 89 DEGREES 33 MINUTES 56 SECONDS EAST, 52.23 FEET); THENCE SOUTH 83 DEGREES 34 MINUTES 10 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 61.97 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVED LINE CONVEX SOUTHERLY, HAVING A RADIUS OF 250.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 69.48 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 88 DEGREES 28 MINUTES 09 SECONDS EAST, 69.25 FEET); THENCE NORTH 80 DEGREES 30 MINUTES 28 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 70.54 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVED LINE CONVEX NORTHERLY, HAVING A RADIUS OF 200.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 41.72 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 86 DEGREES 29 MINUTES 02 SECONDS EAST, 41.65 FEET); THENCE SOUTH 87 DEGREES 32 MINUTES 24 SECONDS EAST, 124.64 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 547,777 SQUARE FEET OR 12.575 ACRES

Exhibit B: Site Plan





The Garden - Item Descriptions (see overhead map)

- (A) **Planter Boxes** – Approx. 8-12 (42 x 18 inches)
These will be placed throughout the garden to help establish the boundaries for the beer garden as well as boost the overall atmosphere and feel of the beer garden.
- (B) **Beer Garden Table / Benches** – 40 Sets, seating for 240-320 (6.56 feet)
Authentic German beer garden tables are being imported from Munich, Germany. Initially there will be 40 tables (4 rows of 10) for the launch of The Garden.



- (C) **Gravel Bed** – Approx. 60 x 40 feet
Gravel bed will be laid throughout the entire space of the beer garden. This gravel will serve to give the ambience of a traditional beer garden as well as ADA approved for guest with disabilities.
- (D) **Grilling Station**
This station will be located just outside the concession stand on the north side of the building. Hot Dogs, Brats and German Sausages will be grilled in this station. Grilling will have a 3 wall surround to protect patrons from the area
- (E) **Welcome Sign** – Approx. 10 feet high x 8 feet wide
This sign will be placed at the entrance to the beer garden, serving as a welcome sign for guest. This sign will be branded with The Garden logo and/or design.
- (F) **Umbrellas** – Approx. 20 (6.56 feet)
Umbrellas branded with Hofbrau will be placed through out the beer garden in between every other table, serving as shade for our guests



(G) Hofbrau Sail Signs – Approx. 5 (4.92 x 16.40 feet)

Hofbrau Sails will be placed on the Village Green property along Prairie Stone Parkway. These sails will serve to draw traffic towards the beer garden.



(H) The Village Beer Garden Signs – Metal Signs

Metal beer garden signs will be attached to existing posts at the corners for Prairie Stone Parkway / Berverly and at Prairie Stone Parkway and Higgins. These signs will help guide visitors to The Garden at Village Green.



Items not noted on location map

The Garden sign – Approx. 3 x 2 feet

This sign would serve as the primary “business” signage for The Garden. Sign would hang from two eye screws located in the front canopy of the concessions stand. Sign will be taken down each night upon closing

Garden Lighting

String lighting will be strung throughout the beer garden. This will serve as light in the evening hours of operation as well as to enhance the overall ambience and feel of the beer garden



WiFi Connectivity

Wifi will be available free of charge at the beer garden. By providing this free service we hope to attract customers from the neighboring business park.

Wireless WiFi Speakers – Approx. 8-12

Wireless speakers will be placed throughout the beer garden providing customers with light ambient music during their visit to the beer garden.

Trash Receptacles – Approx. 4-8

Trash bins will be placed throughout the beer garden to insure that garbage ends up in the right place

Security Cameras – Approx. 1-4

Security cameras would be installed on the exterior of the concessions building to monitor the property when its unattended.

Exhibit C: Sign Plan

(G) Hofbrau Sail Signs
(2 Hofbrau Sails will be placed
along Prairie Stone Pkwy at Village Green)

(H) The Garden Signs
(Metal signs will be attached to existing
posts at Prairie Stone / Beverly and
Prairie Stone / Higgins)



Exhibit D: Menu



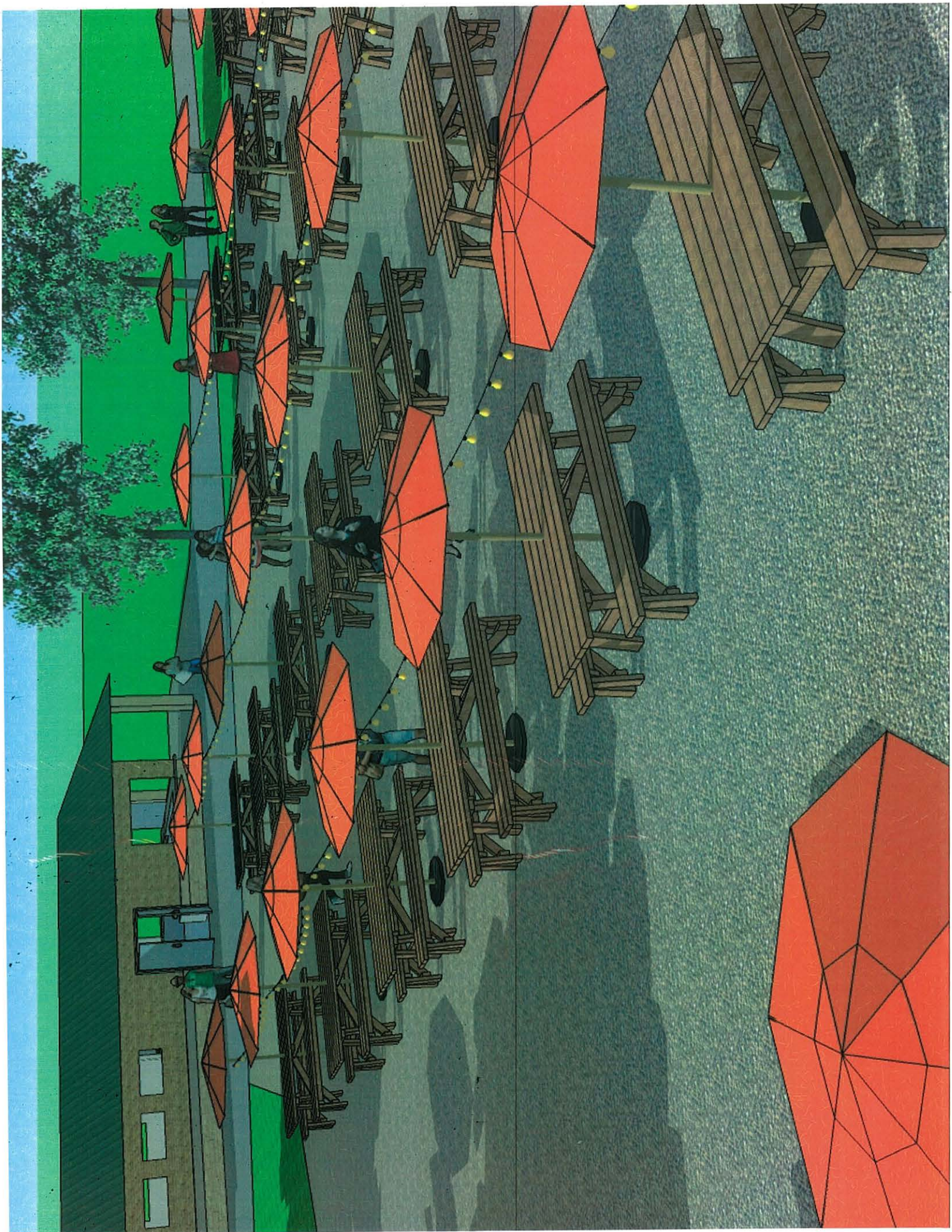
THE GARDEN
Menu Items

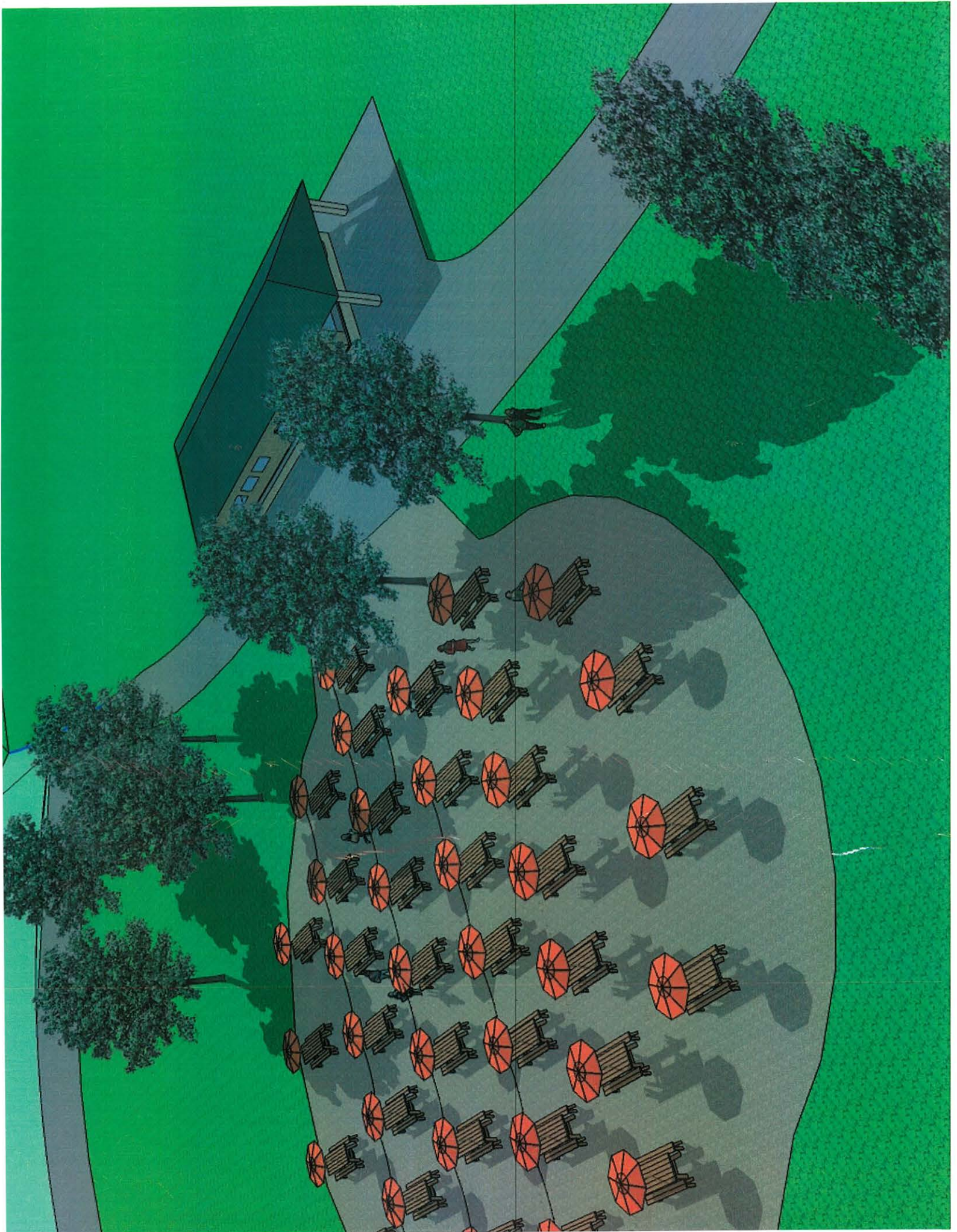
BEVERAGES

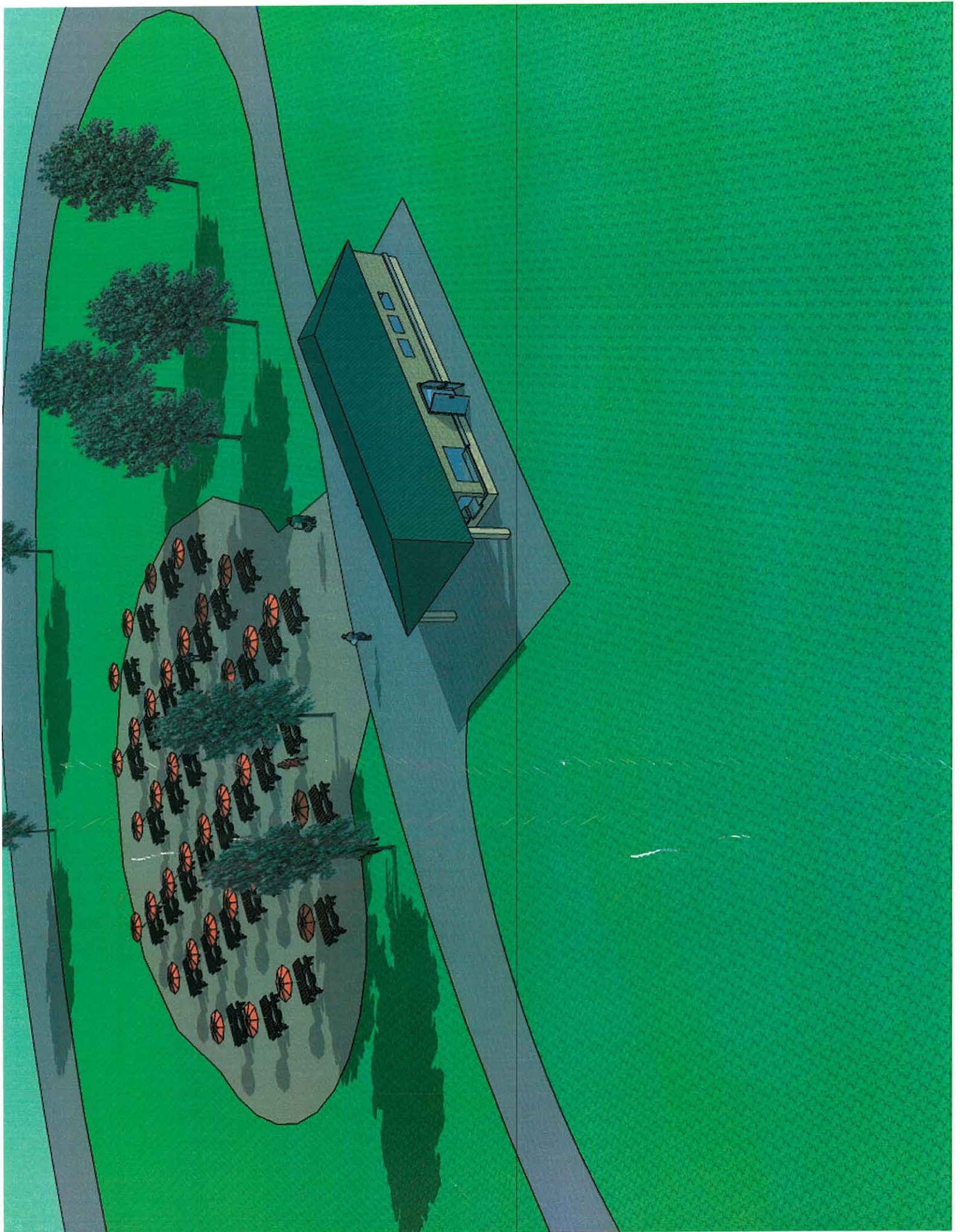
Hofbrau - Original
Hofbrau - Hefe Weizen
Hofbrau - Dunkel
Craft Beer (This will be on rotation)
Miller Lite
Draft Root Beer
.5 Liter Root Beer Floats
Red Wine
White Wine
20oz. Coke Cola Products
Bottled Water

FOOD

¼ Bratwurst
Hot Dogs
German Thuringer Sausage
Imported German Soft Pretzel
Obatzda Cheese Dip
Salami and Cheese Plate With Brown Mustard
Single Portion Gelato
Ice Cream Bars
Assorted Chips
Assorted Candy







**VILLAGE OF HOFFMAN ESTATES
AN ORDINANCE AMENDING
SECTIONS 8-2-1, 8-3-15, 8-3-21, 8-3-22, 8-3-24 AND 8-5-7
OF ARTICLE 3, ALCOHOLIC LIQUORS, OF
CHAPTER 8, LICENSES,
OF THE HOFFMAN ESTATES MUNICIPAL CODE**

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

Section 1: That Sub-Section A, Business Licenses, Alcoholic Liquors, of Section 8-2-1, FEES, of the Hoffman Estates Municipal Code be and is hereby amended to read as follows:

A. Business Licenses

Alcoholic Liquors

Class "A" License	2,400.00
Class "AA" License	950.00 (additional)
Class "B" License	2,400.00
Class "C" License	25.00 (two days)
Class "D" License	2,400.00
Class "DD" License	1,000.00 (additional)
Class "E" License	950.00 (additional)
Class "F" License	6,000.00
Class "G" License	6,000.00
Class "H" License	40.00 (one day)
Class "I" License	1,000.00
Class "LC" License	2,600.00 (additional)

Food Service Establishments

Permanent

Accommodations under 100	300.00
Accommodations from 101 to 500	600.00
Accommodations from 501 to 1,000	900.00
Accommodations (including seats in an Arena) over 1000	1,200.00
Banquet	1.00 (per patron chair)
Mobile	50.00
Temporary	50.00
Ice Cream Parlor	65.00
Ice Cream Manufacturers	100.00
Milk	65.00
Retail Food Stores	
Less than 1,500 square feet	65.00
1,501 to 4,000 square feet	100.00
over 4,000 square feet	190.00

Section 2: That Section 8-3-15, CLOSING HOURS, of the Hoffman Estates Municipal Code, be and is hereby amended to add a sub-section D to read as follows:

D. No Class "I" license shall sell or permit to be sold or give away or deliver or permit the consumption of any alcoholic liquor on the premises between the hours of 10:00 p.m. and 11:00 a.m.

Section 3: That Section 8-3-21, LICENSE CLASSIFICATION, of the Hoffman Estates Municipal Code, be and is hereby amended to add a sub-section L to read as follows:

Licenses issued hereunder shall be divided into 12 classes:

L. Class "I". A Class "I" license shall authorize the sale of Beer and Wine by an Outdoors Food Service Establishment as defined hereinafter in Section 8-5-7, and only for consumption on Village owned property and subject to a separate agreement with the Village. "Notwithstanding the provisions of Section 8-3-10 Class "I" licenses are nonrenewable." The fee for such a license shall be \$1,000.00.

Section 4: That Section 8-3-22, NUMBER OF LICENSES, of the Hoffman Estates Municipal Code, be and is hereby amended to read as follows:

The number of licenses issued to persons for the sale of alcoholic liquors by the Village of Hoffman Estates shall be limited to fifty-two (52) Class "A" licenses, two (2) Class "AA" licenses, fifteen (15) Class "B" licenses, unlimited Class "C" licenses, three (3) Class "D" licenses, two (2) Class "DD" license, one (1) Class "F" license, one (1) Class "G" license, unlimited Class "H" licenses, sixteen (16) Class "LC" licenses and one (1) Class "I" license.

Section 5: That Section 8-3-24, EMPLOYMENT OF MINORS, OF THE Hoffman Estates Municipal Code, be and the same is hereby amended to read as follows:

No holder of a Class "A," "AA," "C," "D," "DD," "E," "F," and "I" license shall employ any person under the age of 21 years to prepare or mix any alcoholic beverage and no holder of a Class "A," "AA," "C," "D," "DD," "E," "F," and "I" license shall employ any person under the age of 18 to sell, deliver or give any alcoholic beverage.

Section 6: That Section 8-5-7, FOOD SERVICE ESTABLISHMENTS, of the Hoffman Estates Municipal Code, be and is hereby amended to add a sub-section A.4 and to amend sub-section B to read as follows:

A. Definitions.

4. Outdoors Food Service Establishment shall mean any food service establishment which operates outdoors on Village owned property and subject to a separate agreement with the Village.

B. License Required. It shall be unlawful to engage in the business of a Food Service Establishment, permanent, mobile, temporary or outdoors without obtaining a license therefor.

Section 7 The Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 8: This Ordinance shall be in full force and effect immediately after its passage and approval pursuant to law.

PASSED THIS _____ day of _____, 2014

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Gayle Vandenberg	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2014

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2014.

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE GRANTING A SPECIAL USE
TO TOWNSHIP HIGH SCHOOL DISTRICT 211 (OWNER),
AND VERIZON WIRELESS (APPLICANT)
(CONANT HIGH SCHOOL)

WHEREAS, the Planning and Zoning Commission of the Village of Hoffman Estates, at a public hearing duly called and held according to law on May 7, 2014 considered the request of a special use to Township High School District 211 (owner) and Verizon Wireless (applicant), to permit the installation of a maximum of twelve (12) cellular antennas and associated equipment as part of a wireless telecommunications facility at Conant High School, 700 Cougar Trail, on a light pole near the northeast corner of the football field; and

WHEREAS, the Planning and Zoning Commission made certain Finding of Fact attached hereto and made a part hereof as Exhibit "B" and recommended approval of said special use to the Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village of Hoffman Estates, after reviewing the recommendation of said Planning and Zoning Commission, find and believe it to be in the best interest of the Village that such special use be granted.

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

Section 1: That there be granted a special use under Sections 9-3-9 and 9-5-11-E-3 to Township High School District 211 (owner) and Verizon Wireless (applicant), to permit the installation of a maximum of twelve (12) cellular antennas and associated equipment at Conant High School, 700 Cougar Trail, on the northeast corner of the football field on a light pole.

Section 2: That this special use is granted upon the conditions that per Zoning Code Section 9-1-18-L, should the operation of this wireless telecommunications facility cease for a period of six (6) months, the antennas and all associated equipment shall be removed, and that the antennas and associated equipment shall be permitted and installed in accordance with the plans submitted by the petitioner with this request.

Section 3: That property benefiting from the special use and variation is legally described on the attached Exhibit "A".

Section 4: That the Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 5: That this Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2014

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Gayle Vandenberg	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2014

Village President

ATTEST:

Village Clerk
Published in pamphlet form this _____ day of _____, 2014.

700 E. Cougar Trail – Conant High School
P.I.N. 07-14-303-002



April 2014
Village of Hoffman Estates
Planning Division





VILLAGE OF HOFFMAN ESTATES
 PLANNING AND ZONING COMMISSION
FINDING OF FACT

PROJECT NO.: 2014014P

VILLAGE BOARD MEETING DATE: MAY 27, 2014

PETITIONER(S): TOWNSHIP HIGH SCHOOL DISTRICT 211 AND VERIZON WIRELESS

PROJECT ADDRESS: 700 COUGAR TRAIL

ZONING DISTRICT: R-3, ONE-FAMILY RESIDENTIAL

REQUEST: SPECIAL USE FOR WIRELESS TELECOMMUNICATIONS FACILITY

Does the Planning and Zoning Commission find that this request meets the Standards for a Special Use (Section 9-1-18)? YES NO

Recommendation: **APPROVAL**

Vote: 8 Ayes 1 Abstain (Ring) 2 Absent (Wehofer, Wilson)

PZC MEETING DATE: May 7, 2014

STAFF ASSIGNED: JOSH EDWARDS

Request by Township High School District 211 (owner) and Verizon Wireless (applicant) to consider a special use under Section 9-3-9 and Section 9-5-11-E-3 of the Zoning Code to permit the installation of a maximum of twelve (12) communication antennas and associated equipment as part of a wireless telecommunications facility to be installed on a light pole near the northeast corner of the football field at 700 Cougar Trail (Conant High School). The following conditions shall apply:

1. Per Zoning Code Section 9-1-18-L, should the operating of this wireless telecommunications facility cease for a period of six (6) months, the antennas and all associated equipment shall be removed.
2. The antennas and associated equipment shall be permitted and installed in accordance with the plans submitted by the petitioner with this request.

FINDING

The Commission heard the special use request from the consultant Patrick Allen representing Verizon Wireless regarding the proposed installation of 12 cellular antennas on a replacement light pole near the athletic fields at Conant High School. An existing light pole would be replaced with a taller light pole. The field lights would be reinstalled at the same height and the cellular antenna array would be installed at the top of the pole. The Commission confirmed that the installation would be nearly identical to two existing installations at this property, which include antennas for Sprint-Clearwire and Cricket. The Commission discussed Verizon's coverage maps and their decision to propose to locate antennas at the subject property. The Commission determined that the antennas would improve the network coverage for Verizon customers while having a minimal impact on the property or surrounding properties.

The Commission voted to recommend approval of the requested special use.

AUDIENCE COMMENTS

None.

Planning and Zoning Commission Finding of Fact
Conant HS/Verizon – 700 Cougar Trail
Village Board Meeting Date: May 27, 2014

PLANNING AND ZONING COMMISSIONERS

Chairperson Eva Combs	Thomas Krettler
Vice-Chairman Steve Caramelli	Greg Ring
Sharron Boxenbaum	Nancy Trieb
Lenard Henderson	Steve Wehofer
Myrene Iozzo	Denise Wilson
Diane Kielb	

ROLL CALL VOTE

8 Ayes
1 Abstain (Ring)
2 Absent (Wehofer, Wilson)

MOTION PASSED

The following attachments are hereby incorporated as part of this Finding of Fact:

- Petitioner's Application and Submittals
- Legal Notice
- Location Map
- Staff Exhibit – Aerial Photo