

**AGENDA**  
**PLANNING, BUILDING AND ZONING COMMITTEE**  
**Village of Hoffman Estates**  
**February 13, 2017**

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

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

**I. Roll Call**

**II. Approval of Minutes - January 9, 2017**

**NEW BUSINESS**

1. Request by 2590 W. Golf, LLC for a courtesy review of a Ricky Rockets gas station on the existing Shell station site located at 2590 West Golf Road.
2. Request by 2595 W. Golf, LLC for a courtesy review of a proposed retail building on the former Clark gas station site at 2595 West Golf Road.
3. Request by Adesa Illinois, LLC for approval of a restrictive Covenant and License Agreement for maintenance of a retaining wall in the right of way.
4. Request by CalAtlantic for approval of a minor site plan amendment to add an additional house model at Devonshire Woods Estates.
5. Request approval of an Ordinance declaring Village owned land as surplus and authorizing public notice of negotiations to acquire and redevelop Village property.
6. Request by Dasbier Garden, LLC for an amendment to the two year agreement between the Village of Hoffman Estates and Dasbier Garden, LLC for the Village Green beer garden (2016-2017) regarding:
  - a) participation in the Platzkonzert event in 2017 (section 7.C.3) and;
  - b) Section 7.B FourthFest
7. Request acceptance of Department of Development Services monthly report for Planning Division.
8. Request acceptance of Department of Development Services monthly report for Code Enforcement Division.
9. Request acceptance of Department of Development Services monthly report for Economic Development and Tourism.

**III. President's Report**

**IV. Other**

**V. Items in Review**

**VI. Adjournment**

PLANNING, BUILDING & ZONING  
COMMITTEE MEETING MINUTES

January 9, 2017

I. Roll Call

Members in Attendance:

Karen Mills, Chairperson  
Gayle Vandenberg, Vice Chairperson  
Gary Stanton, Trustee  
Anna Newell, Trustee  
Gary Pilafas, Trustee  
Michael Gaeta, Trustee  
William D. McLeod, Village President

Management Team Members  
in Attendance:

Jim Norris, Village Manager  
Patti Cross, Asst. Corporation Counsel  
Dan O'Malley, Deputy Village Manager  
Mark Koplín, Asst. Village Mgr., Dev. Services  
Kevin Kramer, Director of Economic Dev.  
Peter Gugliotta, Director of Planning  
Joe Weesner, Senior Traffic Engineer  
Monica Saavedra, Director of H&HS  
Ted Bos, Police Chief  
Fred Besenhoffer, Director of IS  
Bruce Anderson, CATV Coordinator

The Planning, Building & Zoning Committee meeting was called to order at 7:18 p.m.

II. Approval of Minutes

Motion by Trustee Gaeta, seconded by Trustee Stanton, to approve the Planning, Building & Zoning Committee meeting minutes of December 12, 2016. Voice vote taken. All ayes. Motion carried.

OLD BUSINESS

1. Request by Sanit Properties LLC (contract purchaser) to reconsider the denial of a waiver to the Meijer Development Agreement to allow the school to be located on Lot 3 of the Fountain Crossing Subdivision located on Barrington Road, north of Lakewood Boulevard.

An item summary sheet from Peter Gugliotta and Kevin Kramer was presented to Committee.

Jim Norris addressed the Committee and explained that representatives with Goddard School have requested another review of their request for a waiver to the Meijer Development Agreement. In order for the Committee to reconsider this request, a motion from one of the Trustees who voted no at the last meeting must make a motion.

Motion by Trustee Pilafas, seconded by Trustee Gaeta, to reconsider the denial of a waiver to the Meijer Development Agreement to allow the school to be located on Lot 3 of the Fountain Crossing Subdivision located on Barrington Road, north of Lakewood Boulevard. Voice vote taken. Nays: Mills, McLeod. Motion carried.

Dr. Sanjay Patel and Niten Sabharwal, petitioners, addressed the Committee and reiterated their desire to build a Goddard School on this site. They explained that as a franchise, they would not be competing with the Schaumburg school location and that this type of high end school is desirable in the community. They indicated approximately 140 cars would be in the area in the morning and evening to draw additional traffic to the area. They believed they have done their homework and were convinced of the need and would be investing approximately \$3 million to build the school.

Trustee Pilafas stated that his concern was about demand when there is already a school in Schaumburg and didn't believe the petitioners presented any new information for him to change his mind.

Motion by Trustee Gaeta, seconded by Trustee Newell, to approve a waiver to the Meijer Development Agreement to allow a Goddard School to be located on Lot 3 of the Fountain Crossing Subdivision located on Barrington Road, north of Lakewood Boulevard. Roll call vote taken: Ayes – Vandenberg, Newell, Gaeta. Nays: Mills, Stanton, Pilafas, McLeod. Motion failed.

### **NEW BUSINESS**

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

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

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to accept the Department of Development Services monthly report for Planning Division. Voice vote taken. All ayes. Motion carried.

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

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

Motion by Trustee Gaeta, seconded by Trustee Vandenberg, to accept the Department of Development Services monthly report for Code Enforcement Division. Voice vote taken. All ayes. Motion carried.

**3. 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.

Kevin Kramer addressed the Committee and reported on an event between the Windy City Bulls and the ICSC that the Sears Centre will host on February 9. More details to follow.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to accept the Department of Development Services monthly report for Economic Development and Tourism. Voice vote taken. All ayes. Motion carried.

**III. President's Report**

**IV. Other**

**V. Items in Review**

**VI. Adjournment**

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to adjourn the meeting at 7:41 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

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Debbie Schoop, Executive Assistant

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Date

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request by 2590 W. Golf, LLC for a courtesy review of a Ricky Rockets gas station on the existing Shell station site located at 2590 West Golf Road

**MEETING DATE:** February 13, 2017

**COMMITTEE:** Planning, Building and Zoning

**FROM:** Peter Gugliotta *PG*

**REQUEST:** Request by 2590 W. Golf, LLC for a courtesy review of a Ricky Rockets gas station on the existing Shell station site located at 2590 West Golf Road.

**BACKGROUND:** The petitioner is proposing to demolish and redevelop the existing Shell Gas Station and Car Wash at the northeast corner of Golf and Barrington Roads into a Ricky Rockets Fuel Center and Car Wash, plus an additional retail unit, similar to the facility at Barrington and Hassell Roads. The petitioner also owns the former Clark Gas Station and Car Wash across Golf Road and is considering redevelopment of that site as well (discussed under a separate courtesy review).

**DISCUSSION:** The plan indicates the existing two buildings (5,720 square feet) would be replaced with one, larger 11,397 square foot building and several additional parking spaces would be added. No changes are proposed to the public street and private access connections. The building architecture would be brick and glass, with additional architectural features that are very similar to the existing Ricky Rockets. No changes are proposed to the gas pump islands or canopy location.

Related to this property, the Illinois Department of Transportation (IDOT) recently notified the Village they are studying possible improvements to the Golf/Barrington Roads intersection and that could include road widenings with the need for additional right of way. Further, the 1993 IDOT Strategic Regional Arterial (SRA) Plan for Barrington Road shows a possible widening from four through lanes to six at some time in the future. This could potentially take as much as 25 feet from the west side of this property based on that 1993 plan. At this time, no plans have been finalized by IDOT, so the amount and timing of any impacts are undetermined. Any IDOT taking would involve compensation for affected owners and the Village would not be involved in that process.

**DISCUSSION:** (Continued)

The existing Shell development approved in 1997 reserved space for the possible IDOT taking to ensure the business would still be able to operate even after a road widening, and this new plan also avoids the potential impact area. As this plan process moves forward, the petitioner will need to meet with IDOT to try and confirm the best way to address potential impacts.

The proposed concept plan will need to be revised as part of the Village review process, including changing the design of the new parking spaces which back onto the cross connection drive and have driver sight concerns. There will also need to be car wash stacking and parking information submitted since the new facility is substantially larger (more than double) than the existing building size, detention and utility requirements will be reviewed, and the existing property condition will be evaluated to determine any non-compliant property issues that must be addressed (such as existing deteriorated pavement between the building and pumps). A special use permit will be required for the gas station and car wash.

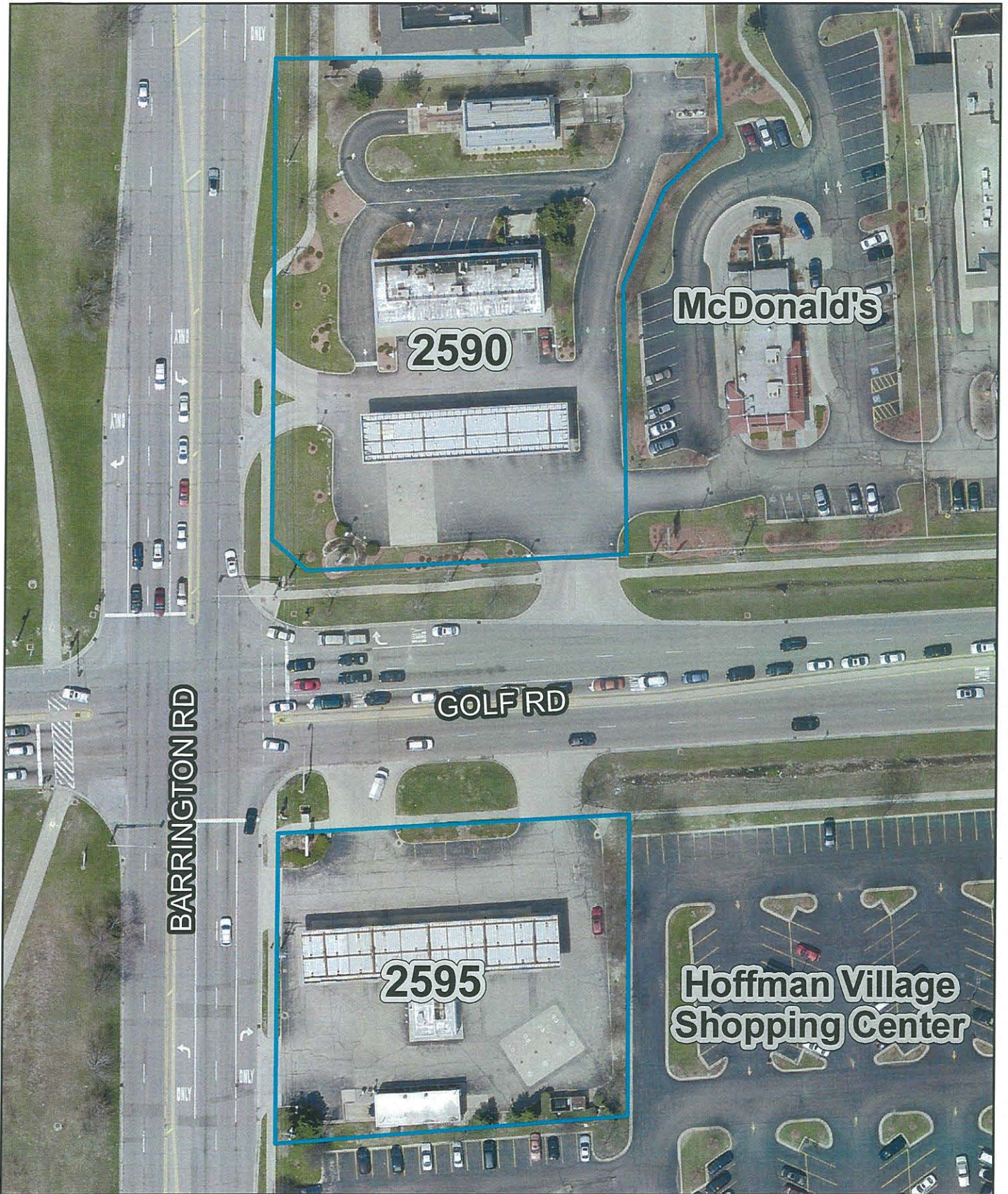
**RECOMMENDATION:**

Material presented for courtesy review only.

Attachments

cc: Planning & Zoning Commission  
Rick Heidner

# 2590 & 2595 W. Golf Road



VILLAGE OF HOFFMAN ESTATES  
1900 Hassell Road  
Hoffman Estates, Illinois 60169

REQUEST FOR COURTESY REVIEW  
PLANNING, BUILDING AND ZONING COMMITTEE OF THE VILLAGE BOARD

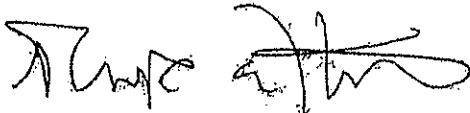
A petitioner may appear before the Planning, Building and Zoning Committee of the Village Board to make a brief "Courtesy" presentation of a proposed project. Expert witnesses, exhibits, etc. are not required, as the appearance is only intended to provide a general overview of the proposed project. The presentation should occur prior to initial Planning and Zoning Commission review of the proposal.

A Courtesy Review allows the applicant to acquaint the Board Committee with the proposal. The Committee may ask questions or make comments on the presentation, however, the presentation does not constitute an official review by the Village Board and any direction to proceed to a hearing review should not be construed as any indication of future project approval. Formal Village Board action will occur only after the appropriate Planning and Zoning Commission public review has occurred.

Twenty (20) copies of a site plan (preferably 8½" x 11"), a brief description of the project, and the *Statement of Understanding* (below) should be submitted to the Director of Planning approximately two weeks prior to the meeting. Meetings are typically held on the second Monday of the month, beginning at 7:00 p.m. A Village staff member will work with you regarding the submission of material and the meeting presentation, as well as establishing a meeting date. Should you have any questions regarding this process, please call the Planning Division at 847-781-2660.

Statement of Understanding

I understand my appearance before the Planning, Building and Zoning Committee shall not constitute any Village Board endorsement, support, or implied approval of the subject property. I also understand that final project approval or denial shall only occur through official Village Board action.



Signature

Rick Heidner

Name (PLEASE PRINT)

Company/Developer: 2590 W. GOLF, LLC

Address: 399 WALL STREET, UNIT-H

City, State, Zip Code: GLENDAL HEIGHTS, IL 60139

Telephone Number: 630-894-0099

Email Address: ERIC@HEIDNERINC.COM

Name of Project: RICKY ROCKETS - 2590 W. GOLF RD.

Date: 1/16/2017



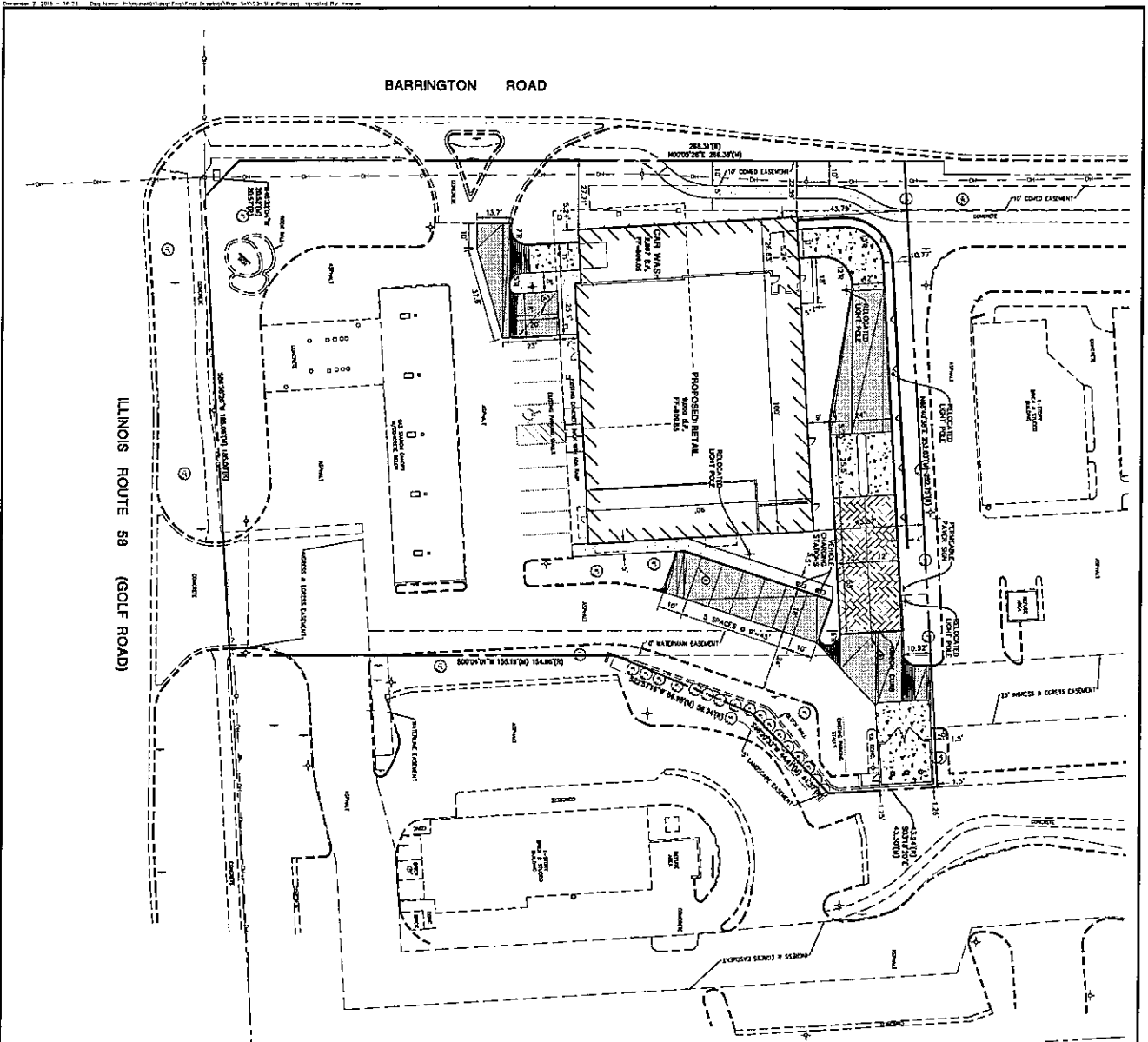
**2590 Golf Road  
Development Overview**

The ownership for the existing Shell station are proposing to re-brand this unit into a Ricky Rockets Fuel Center, comparable to the Ricky Rockets at 2095 Barrington Road. The existing convenience store and car wash would be completely demolished and replaced with a 9,000 square foot convenience store and 2,397 square foot car wash. The existing canopy, driveway entrances, and most of the drive aisles would not be altered as part of this construction. The improvements would add seven parking stalls to the east side of the convenience store.

The car wash would be attached to the convenience store along Barrington Road, with the cars entering from the north and exiting to the south. Inside the convenience store building, there will be an approximately 1,360 square foot retailer. This retailer will have its own entry way exterior to the building.

BARRINGTON ROAD

ILLINOIS ROUTE 58 (GOLF ROAD)



- SIGN LEGEND**
- ⊙ 11'-1" SIGN SIGN
  - ⊙ 11'-4" MANHOLE PARKING SIGN
- PARKING MARKING LEGEND**
- ⊙ 4" YELLOW LINE
  - ⊙ 6" ORANGE PAINT

**PAVEMENT LEGEND**

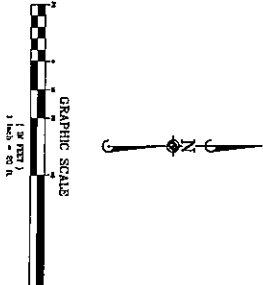
[Pattern]	TYPICAL DRIVEWAY PAVEMENT
[Pattern]	1/2" BITUMINOUS SAND COURSE, HOT-LAY ASPHALT, MAX 5, 100 PSI COMPACTED SOIL, TYPE B
[Pattern]	CONCRETE DRIVEWAY
[Pattern]	5" PORTLAND CEMENT CONCRETE PAVEMENT 1/2" x 6" x 8" W/4" W/8" REINFORCING BARS, TYPE B
[Pattern]	CONCRETE DRIVEWAY
[Pattern]	5" PORTLAND CEMENT CONCRETE PAVEMENT 1/2" x 6" x 8" W/4" W/8" REINFORCING BARS, TYPE B

- NOTES**
1. ALL FOUNDATIONS AND PAVING WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE, IBC, AND THE IBC FOUNDATION AND ACCESS RIGID OVERLAY.
  2. ALL CONCRETE SHALL BE 4000 PSI STRENGTH CONCRETE WITH 4% AIR ENTRAINMENT.
  3. ALL CONCRETE SHALL BE 5" THICKNESS TO FACE OF CURB.
  4. ALL REINFORCED CURB AND OTHER TO EXISTING CURB SHALL BE 5" THICKNESS TO FACE OF CURB.
  5. ALL REINFORCED CURB AND OTHER TO EXISTING CURB SHALL BE 5" THICKNESS TO FACE OF CURB.
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  10. ALL REINFORCED CURB AND OTHER TO EXISTING CURB SHALL BE 5" THICKNESS TO FACE OF CURB.
  11. THE CONTRACTOR SHALL VERIFY ALL LOCATIONS AND DEPTHS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
  12. THE CONTRACTOR SHALL VERIFY ALL LOCATIONS AND DEPTHS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
  13. THE CONTRACTOR SHALL VERIFY ALL LOCATIONS AND DEPTHS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
  14. THE CONTRACTOR SHALL VERIFY ALL LOCATIONS AND DEPTHS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
  15. THE CONTRACTOR SHALL VERIFY ALL LOCATIONS AND DEPTHS OF ALL UTILITIES PRIOR TO CONSTRUCTION.

**SITE DATA**

SITE AREA: 1.58 ACRES  
 MANHOLE PROVIDED: 1 SPACES

CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION OF UTILITIES, EXISTING SCOPING, EXISTING PAVEMENT, AND EXISTING CURB. EXISTING UTILITIES, MANHOLE, AND CURB SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.



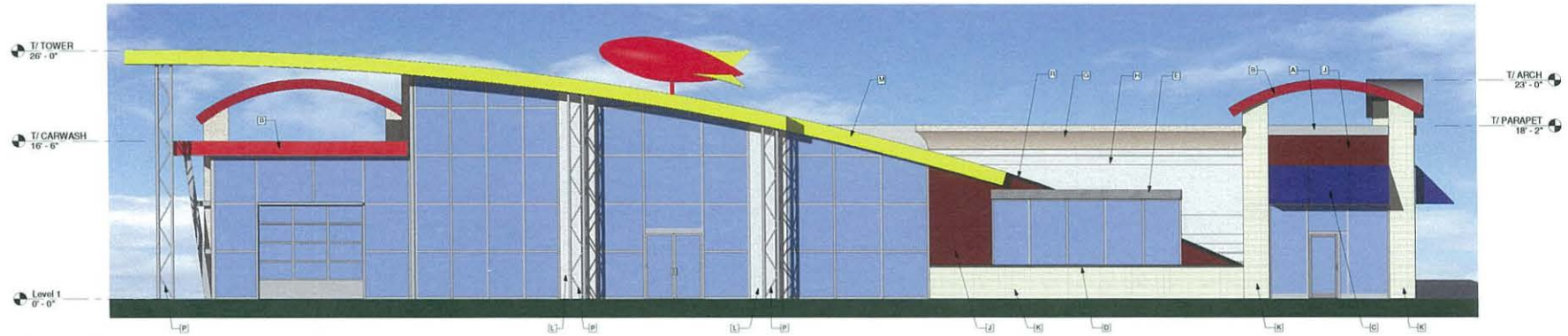
**RICKY ROCKETS**  
**VILLAGE OF HOFFMAN ESTATES**  
**SITE DIMENSIONAL AND PAVING PLAN**

3 of 10 SHEET

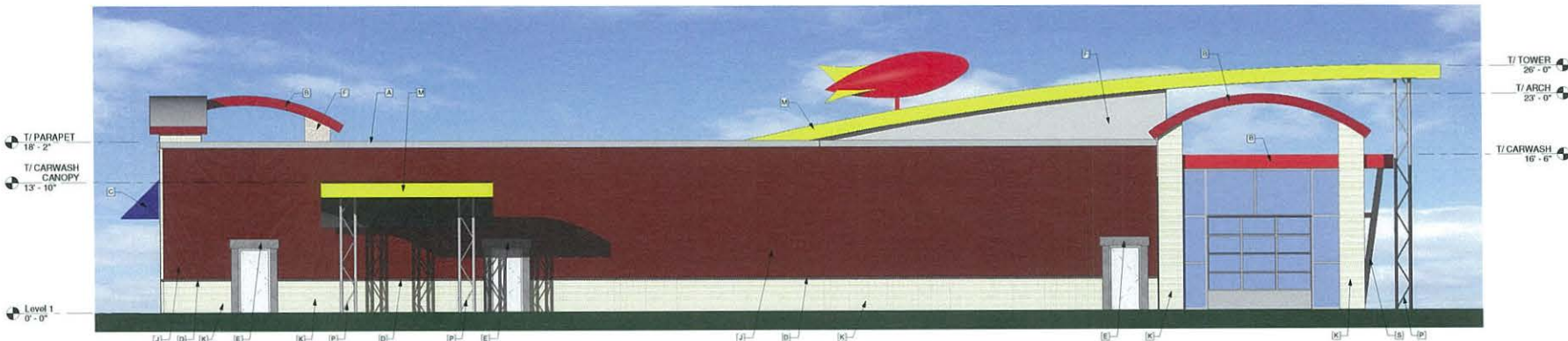
**Manhard CONSULTING LTD**

700 Parkway Drive, La Grange, IL 60142 TEL: 630.881.8800 FAX: 630.881.8888  
 Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers  
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

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1 SOUTH ELEVATION  
3/16" = 1'-0"



2 NORTH ELEVATION  
3/16" = 1'-0"

KEYNOTES

A	DESIGNER BOLD FACE METAL COPING BY METAL-ERA OR EQUAL. COLOR: SILVER.
B	SIKA SARNAFIL G410 FELTBACK ADHEARED DECOR ROOF SYSTEM. COLOR: MYSTERIOUS MAUVE SW6262 WITH METAL FASCIA. COLOR: ENTICING RED SW6600.
C	METAL SUSPENDED AWNING. COLOR: BLUE. CONFIRM COLOR WITH OWNER.
D	4" PRECAST CONCRETE SILL TRIM.
E	18" PRECAST CONCRETE LINTEL.
F	EIFS. COLOR: JERSEY CREAM SW379.
G	EIFS CORNICES. COLOR: DOWNING STRAW SW2813.
H	ALUCOBOND ALUMINUM COMPOSITE MATERIAL. COLOR: CLEAR ANODIZED. REVEALS TO BE 1 1/2".
J	4 X 8 NOMINAL CLEN-GERY BRICK. FACE BRICK COLOR: CLASSIC RED.
K	8 X 16 NOMINAL PREMIER GLAZED BLOCK. COLOR: LIGHT CAPRI YELLOW.
L	ALUCOBOND ALUMINUM COMPOSITE MATERIAL. COLOR: CLEAR ANODIZED, NO REVEALS.
M	SIKA SARNAFIL G410 FELTBACK ADHEARED DECOR ROOF SYSTEM. COLOR: MYSTERIOUS MAUVE SW6262 WITH METAL FASCIA. COLOR: MATCH DASY SW8910.
P	TRUSSED COLUMNS - SEE STRUCTURAL SHEETS - COLUMNS TO BE PAINTED LIGHT GREY. VERIFY COLOR WITH OWNER.
R	METAL CLOSURE PIECE. COLOR: SILVER.
S	ANGLED COLUMN - SEE STRUCTURAL SHEETS - COLUMNS TO BE PAINTED LIGHT GREY. VERIFY COLOR WITH OWNER.

NO.	REVISIONS	DATE	BY
	DESIGNED FOR REVIEW		

CORPORATE DESIGN + DEVELOPMENT GROUP, LLC  
ARCHITECTS  
1000 WEST GOLF ROAD  
HOFFMAN ESTATES, IL 60169  
TEL: 815.326.1000  
WWW.CDDGROUP.COM

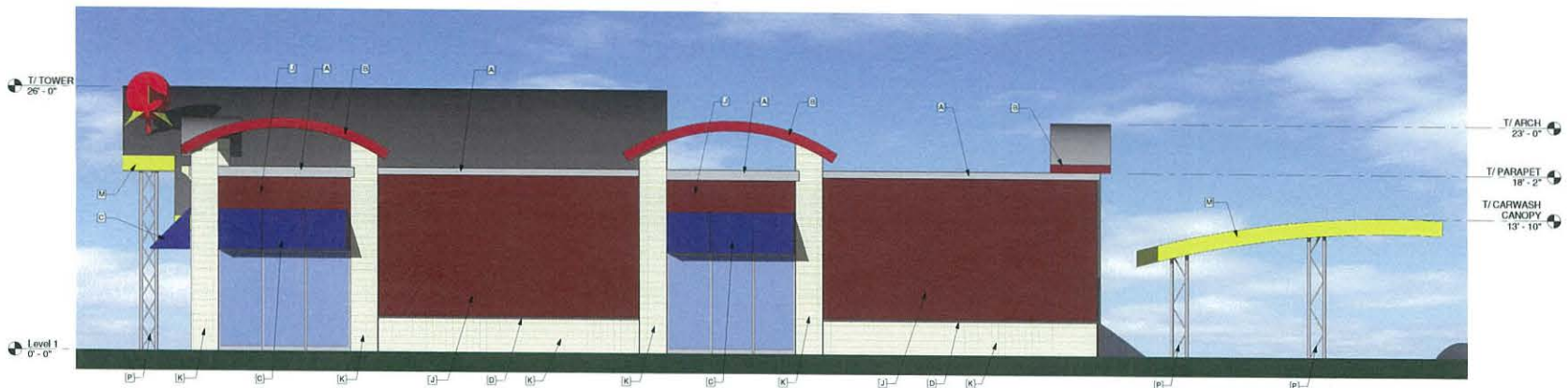


RICKY ROCKETS C-STORE  
2590 WEST GOLF ROAD  
HOFFMAN ESTATES IL 60169

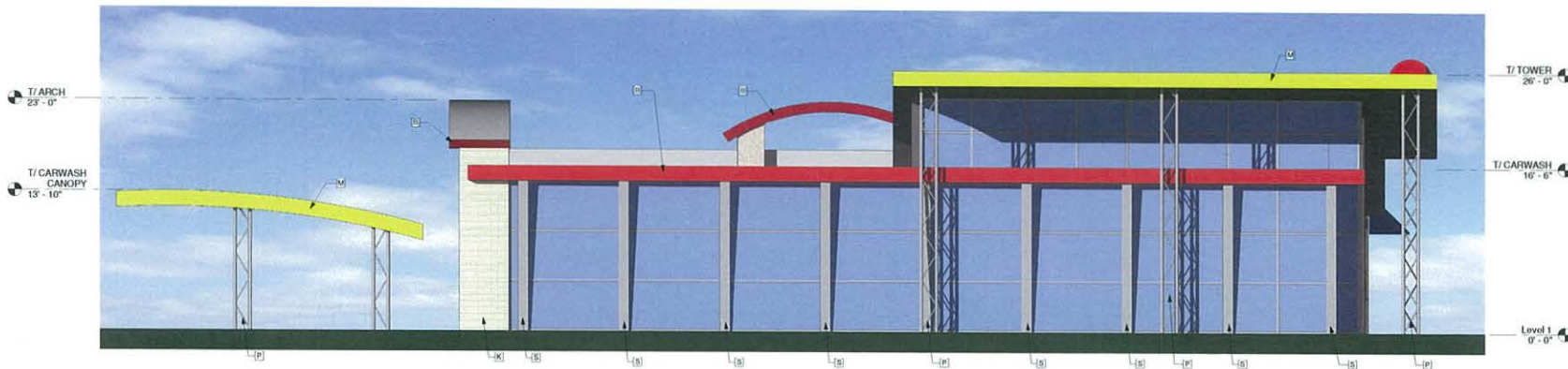
BUILDING ELEVATIONS

DATE	05-12-10
SCALE	3/16" = 1'-0"
DRAWN	CFP
CHECK	JRT
JOB	D16238
SHEET	A201

K:\2013\PROJECTS\13238 - Heller, Goh & Baskin\Goh\1303 - RBK\1303 - Rick's Rockets C-Store - Hoffman Estates - Cpl 6.rvt  
1/23/2013 2:27:24 PM



1 EAST ELEVATION  
3/16" = 1'-0"



2 WEST ELEVATION  
3/16" = 1'-0"

KEYNOTES

- A DESIGNER BOLD FACE METAL COPING BY METAL-ERA OR EQUAL. COLOR: SILVER.
- B SIKA SARNAFIL G410 FELT/BACK ADHESIVED DECOR ROOF SYSTEM. COLOR: MYSTERIOUS MAUIVE SW6262 WITH METAL FASCIA. COLOR: ENTICING RED SW9600.
- C METAL SUSPENDED AWNING. COLOR: BLUE. CONFIRM COLOR WITH OWNER.
- D 4" PRECAST CONCRETE SILL TRIM.
- E 8" PRECAST CONCRETE LINTEL.
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- P TRUSSED COLUMNS - SEE STRUCTURAL SHEETS - COLUMNS TO BE PAINTED LIGHT GREY, VERIFY COLOR WITH OWNER.
- R METAL CLOSURE PIECE. COLOR: SILVER.
- S ANGLED COLUMN - SEE STRUCTURAL SHEETS - COLUMNS TO BE PAINTED LIGHT GREY, VERIFY COLOR WITH OWNER.

NO.	REVISIONS	DATE	BY
	ISSUED FOR REVIEW	11/20/13	

CORPORATE  
DESIGN + DEVELOPMENT  
GROUP, LLC.  
1000 W. WISCONSIN AVENUE  
SUITE 200  
MILWAUKEE, WI 53233  
TEL: 414.224.2200  
WWW.GRUPP.COM

**RICKY ROCKETS C-STORE**  
2590 WEST COLF ROAD  
HOFFMAN ESTATES, IL 60169

**BUILDING ELEVATIONS**

DATE:	05-12-13
SCALE:	3/16" = 1'-0"
DRAWN:	Author
CHECK:	Checker
JOB:	D15238
SHEET:	A202

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request by 2595 W. Golf, LLC for a courtesy review of a proposed retail building on the former Clark gas station site at 2595 West Golf Road

**MEETING DATE:** February 13, 2017

**COMMITTEE:** Planning, Building and Zoning

**FROM:** Peter Gugliotta *PG*

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**REQUEST:** Request by 2595 W. Golf, LLC for a courtesy review of a proposed retail building on the former Clark gas station site at 2595 West Golf Road.

**BACKGROUND:** The petitioner recently closed the Clark Gas Station and Car Wash at the southeast corner of Golf and Barrington Roads and has submitted a concept plan for redevelopment of the property to contain a 3-5 unit multi-tenant retail building. The petitioner also owns the existing Shell Gas Station and Car Wash across Golf Road and is considering redevelopment of that site as well (discussed under a separate courtesy review).

**DISCUSSION:** The plan depicts a 6,776 square foot building with 32 parking spaces, which would accommodate most typical retail units (but not high demand restaurants). The site plan shows closure of two existing driveways, with one each remaining on Golf Road and Barrington Road. Possible future cross connection(s) to the separately-owned Hoffman Village Shopping Center to the south and east could be accommodated, but are not proposed at this time. The building architecture would be brick and glass, consistent with other nearby retail buildings.

Related to this property, the Illinois Department of Transportation (IDOT) recently notified the Village they are studying possible improvements to the Golf/Barrington Roads intersection and that could include road widenings with the need for additional right of way. Further, the 1993 IDOT Strategic Regional Arterial (SRA) Plan for Barrington Road shows a possible widening from four through lanes to six at some time in the future. This could potentially take as much as 37 feet from the west side of this property based on that 1993 plan. At this time, no plans have been finalized by IDOT, so the amount and timing of any impacts are undetermined. Any IDOT taking would involve compensation for affected owners and the Village would not be involved in that process.

**DISCUSSION:** (Continued)

Before proceeding further with the Village site plan process, the petitioner will need to meet with IDOT and try to gain a better understanding of the best way to address potential impacts. In order to proceed with the Village process, the petitioner would need to prepare more detailed site plans in conformance with the Subdivision Code, and it appears that a rear yard setback variation would need to be applied for since the building does not meet the minimum 20 feet.

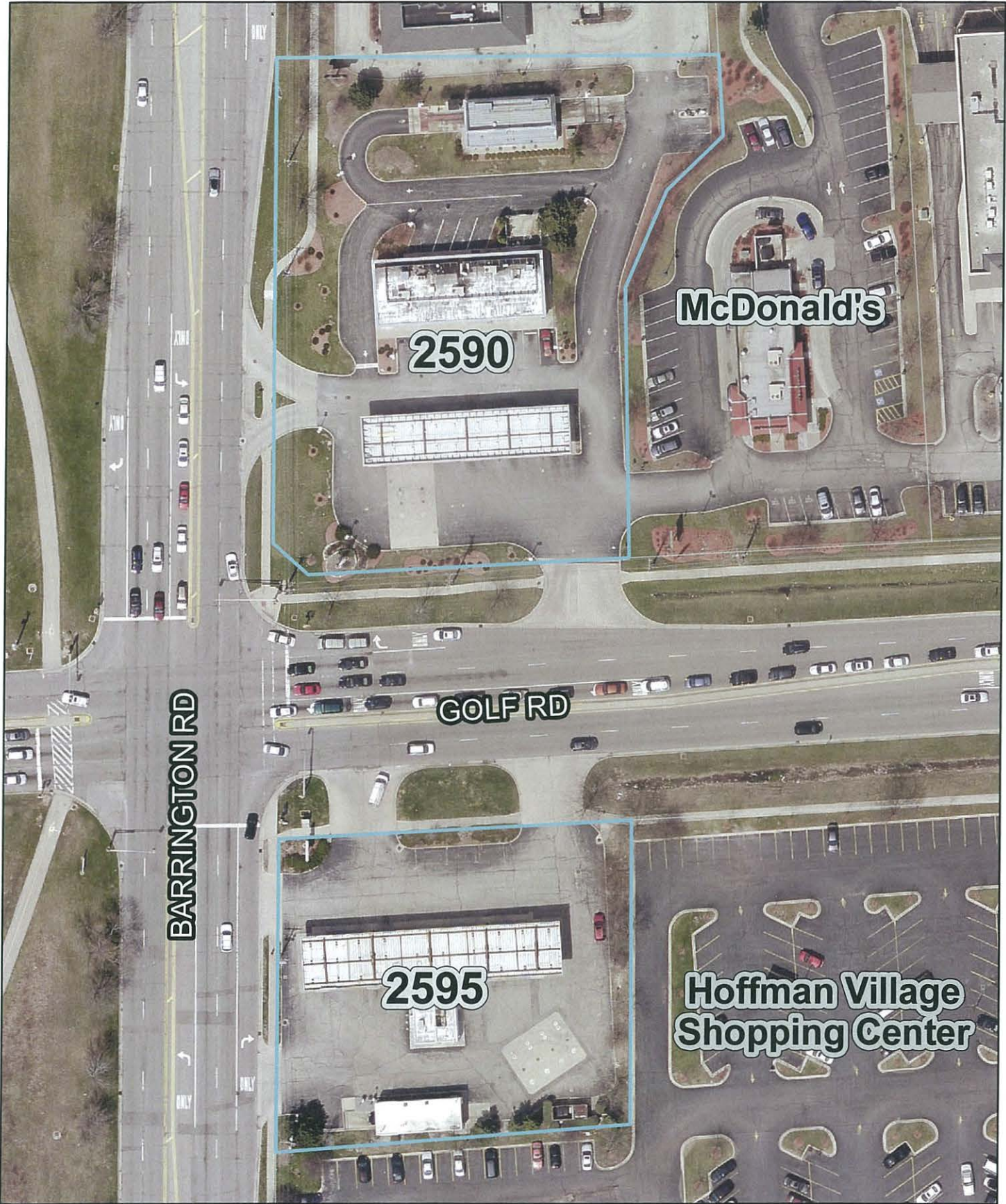
**RECOMMENDATION:**

Material presented for courtesy review only.

Attachments

cc: Planning & Zoning Commission  
Rick Heidner

# 2590 & 2595 W. Golf Road



**BARRINGTON RD**

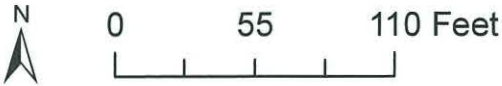
**GOLF RD**

**2590**

**McDonald's**

**2595**

**Hoffman Village Shopping Center**



Planning Division  
Village of Hoffman Estates  
February 2017

VILLAGE OF HOFFMAN ESTATES  
1900 Hassell Road  
Hoffman Estates, Illinois 60169

REQUEST FOR COURTESY REVIEW  
PLANNING, BUILDING AND ZONING COMMITTEE OF THE VILLAGE BOARD

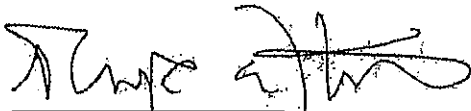
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Twenty (20) copies of a site plan (preferably 8½" x 11"), a brief description of the project, and the *Statement of Understanding* (below) should be submitted to the Director of Planning approximately two weeks prior to the meeting. Meetings are typically held on the second Monday of the month, beginning at 7:00 p.m. A Village staff member will work with you regarding the submission of material and the meeting presentation, as well as establishing a meeting date. Should you have any questions regarding this process, please call the Planning Division at 847-781-2660.

**Statement of Understanding**

I understand my appearance before the Planning, Building and Zoning Committee shall not constitute any Village Board endorsement, support, or implied approval of the subject property. I also understand that final project approval or denial shall only occur through official Village Board action.



Signature

Rick Heidner

Name (PLEASE PRINT)

Company/Developer: 2595 W. GOLF, LLC

Address: 399 WALL STREET, UNIT-H

City, State, Zip Code: GLENDAL HEIGHTS, IL 60139

Telephone Number: 630-894-0099

Email Address: ERIC@HEIDNERINC.COM

Name of Project: RETAIL CENTER - 2595 W. GOLF RD.

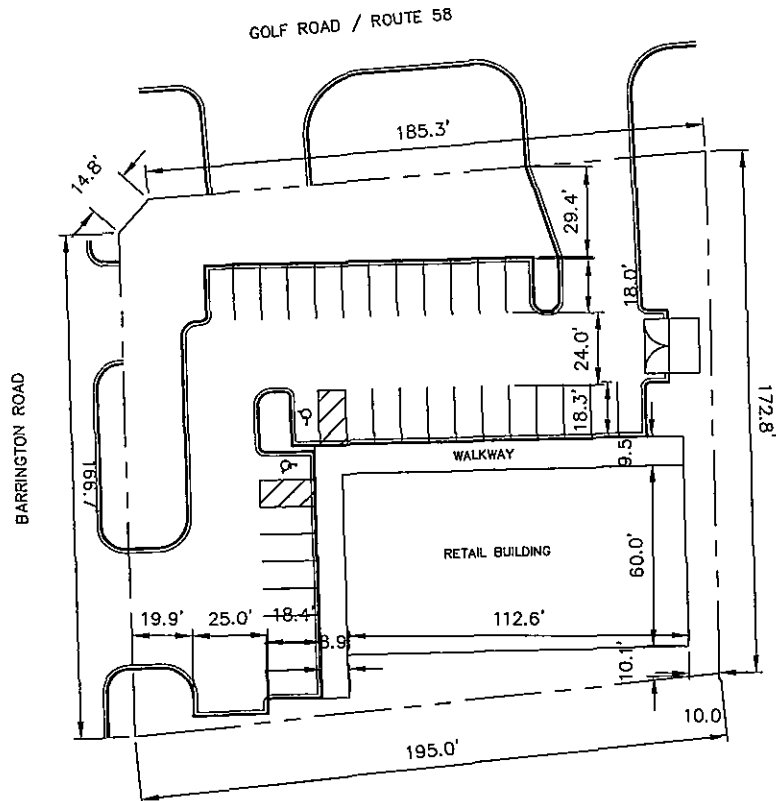
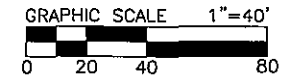
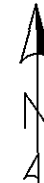
Date: 1/16/2017



**2595 Golf Road  
Development Overview**

The applicant and owner of the former Clark gas station has recently removed the pumps and underground storage tanks for the property, and is now ready to redevelop this retail property. We are proposing to redevelop the site with a 6,776 square foot single-story retail building with 32 parking stalls.

One driveway on Golf Road and one driveway on Barrington Road (the driveways closest to the intersection) will be eliminated as part of the project. The other two existing driveways will be maintained. The retail building will likely have 3-5 tenants.



SITE DATA TABLE	
BUILDING AREA	6776 SF
PARKING STALLS	32
	4.7 STALLS PER 1000 SF

PROJECT NAME:

**GOLF + BARRINGTON  
STRIP CENTER  
HOFFMAN ESTATES, IL**

DRAWN BY:

DP

PROJECT:

16-1040

CHECKED BY:

WC

SCALE:

1"=40'

DATE:

1/25/17



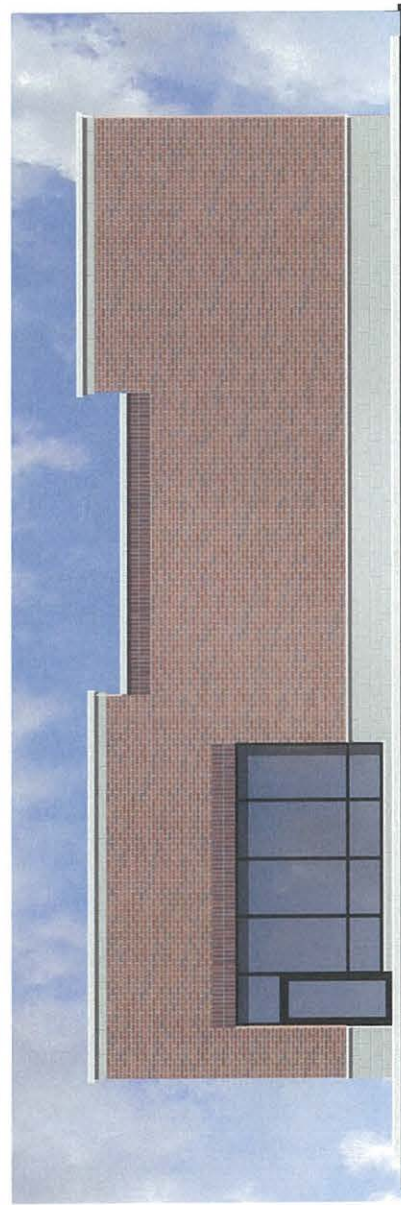
**GSG CONSULTANTS, INC.**  
910 WEST LAKE STREET, SUITE 110  
ROSELLE, IL 60172  
PHONE: (630) 529-8000  
FAX : (312) 733-5612

SHEET NAME:

**CONCEPT SITE PLAN**



**NORTH ELEVATION**  
SCALE: 1/4" = 1'-0"



**WEST ELEVATION**  
SCALE: 1/4" = 1'-0"

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request by Adesa Illinois, LLC for approval of a restrictive Covenant and License Agreement for maintenance of a retaining wall in the right of way

**MEETING DATE:** February 13, 2017

**COMMITTEE:** Planning, Building and Zoning

**FROM:** *M, X* Mark Koplin/Patricia Cross

**REQUEST:** Request by Adesa Illinois, LLC for approval of a restrictive Covenant and License Agreement for maintenance of a retaining wall in the right of way.

**BACKGROUND:** In 2015, Adesa received approval to construct a wholesale auto auction facility at the northwest corner of Beverly Road and Prairie Stone Parkway. Adesa opened for business in November 2016, with a temporary certificate of occupancy. Adesa is in the process of completing the last of their four buildings. Three are currently under temporary certificates of occupancy.

**DISCUSSION:** During construction, site conditions required a number of changes to the approved plans. Most of these were relatively minor and handled in the field between Village staff and Adesa's consultants and contractors. The topography and presence of underground private utilities at the corner presented a challenge and required a significant change. Adesa's consultants prepared and presented plans for a retaining wall immediately adjacent to the northwest corner of Beverly Road and Prairie Stone Parkway. They proposed a retaining wall as the higher elevation of the ground above the private utilities proved challenging and costly to remedy any other way. During plan review, the contractor constructed the retaining wall. Once it was installed, surveying the exact location proved that the wall was built in the Village's right of way.

To avoid removal of the wall and rebuilding the same wall a couple feet west of the right of way, Adesa requested approval to leave the wall as it is, encroaching in the right of way to avoid further conflicts with the private utilities. Adesa offered to maintain the wall in perpetuity, and to accept all liability for the presence of the wall in public right of way. Assistant Corporation Counsel reviewed the License Agreement, and made revisions to protect the Village. Adesa agreed to the changes and has signed the agreement, which is attached to this agenda item.

**FINANCIAL IMPACT:** No impact. Adesa will maintain the wall in perpetuity and accept any liability.

**RECOMMENDATION:** Approval of a restrictive Covenant and License Agreement between the Village and Adesa for maintenance of a retaining wall in the Village's right of way.

Attachment

Prepared by and after  
recording please return to:

Ankur Gupta  
McDermott Will & Emery LLP  
227 West Monroe Street  
Chicago, Illinois 60606

*Reserved for Recorder's Office*

**ADESA RESTRICTIVE COVENANT AND LICENSE AGREEMENT  
FOR MAINTENANCE OF RETAINING WALL**

**THIS RESTRICTIVE COVENANT AND LICENSE AGREEMENT FOR MAINTENANCE OF RETAINING WALL** (this "*Agreement*") is made as of January \_\_, 2017 (the "*Effective Date*") between ADESA ILLINOIS, LLC, an Illinois limited liability company ("*Grantee*") and the VILLAGE OF HOFFMAN ESTATES, ILLINOIS, an Illinois municipal corporation (the "*Village*"), and collectively, the "Parties", under the following circumstances:

**RECITALS**

**WHEREAS**, Grantee is the fee title owner of the property located at the northwest corner of Beverly Road and Prairie Stone Parkway in Hoffman Estates, Illinois and legally described as follows:

See Exhibit "A" attached hereto and made a part hereof (the "*Property*"); and

**WHEREAS**, Grantee has constructed a retaining wall (the "*Retaining Wall*") on the Property and on the Village's public right-of-way along Beverly Road ("Right-of-Way") as depicted on Exhibit "B" attached hereto and made a part hereof; and

**WHEREAS**, the Property is subject to a prior existing Commonwealth Edison utility easement depicted in Exhibit B; and

**WHEREAS**, Sections 7-10-7 and 11-4-1 of the Village's Municipal Code prohibit the construction of any structure in any public way without first having obtained a permit from the Village; and

**WHEREAS**, no approval or permit was obtained by Grantee prior to constructing the Retaining Wall on the Right-of-Way; and

**WHEREAS**, Grantee has requested that the Village allow the Retaining Wall to remain in the Right-of-Way, and Grantee agrees to maintain the Retaining Wall and the adjacent landscape areas in the Right-of-Way in perpetuity; and

**WHEREAS**, the Village accepts Grantee's offer to maintain the Retaining Wall and the adjacent landscape areas in the Right-of-Way upon the terms and subject to the conditions contained herein; and

**WHEREAS**, Grantee has further offered to the Village in consideration therefor to accept all liability for any on the Property and Right-of-Way on which it has been constructed, and further to indemnify, defend and hold harmless the Village for any and all injury or damage to person or property occurring thereon, and the Village has accepted that offer; and

**WHEREAS**, it is the Parties' express intention that this Agreement shall pertain to the Property and the adjacent Right-of-Way and that going forward from the date of execution of this Agreement, the covenants made herein shall run with the land and be binding upon the Parties to this Agreement and each of them, and upon all successor owners in title of this Property, collectively, with the Grantee, the "Owners".

**NOW, THEREFORE**, in consideration of the foregoing recitals and the terms and conditions of this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantee and Village agree, as follows:

**Section 1. Recitals Incorporated**

The recitals set forth above are incorporated by reference into this **Section 1** as terms of this Agreement.

**Section 2. Maintenance of the Retaining Wall and the Village's Public Right-of-Way**

Grantee, and all successor Owners, shall maintain and repair the Retaining Wall in good condition and in accordance with all applicable laws for the benefit of the Village, and Owners shall maintain the landscaped areas in the Right-of-Way adjacent to the Property. Should Grantee or any Owners fail to so maintain and repair the Retaining Wall or the adjacent Right-of-Way, the Village, in its sole discretion, shall have the right to make the necessary repairs or to remove the Retaining Wall at the expense of Owners.

**Section 3. Perpetual, Non-exclusive License Across the Right-of-Way**

This Agreement and the covenants contained herein incorporate all of the terms and conditions of Grantee's request for permission from the Village and the Village's grant to Grantee and all successor Owners of a perpetual, non-exclusive license across the Right-of-Way for the purpose of constructing and maintaining the Retaining Wall but strictly in conformance with the plans and specifications provided by Grantee to the Village, and so long as all applicable fees have been paid to the Village in advance and all permits obtained from the Village.

**Section 4. Binding Effect**

This Agreement and all of its terms and conditions shall run with the land, shall be recorded against the Property and shall be binding on and inure to the benefit of all Owners and the Village.

**Section 5. No Further Improvement by Owners on Property**

In entering into this Agreement, Grantee further acknowledges and agrees that no other or further improvement of any kind shall be constructed by Grantee or by any successor Owner on the Right-of-Way, and that the Right-of-Way shall otherwise be perpetually preserved and landscaped by the Owners.

**Section 6. Entry to Right-of-Way by Village**

In entering into this Agreement, Grantee further acknowledges and agrees that it may become necessary from time to time for the Village or other permitted users to place or to access utilities located within the Right-of-Way or to cause the Retaining Wall to be permanently removed from the Right-of-Way or for any other reason and that in so doing, the Village shall have no liability to any Grantee for any resulting damage or loss that may occur to the Retaining Wall, and Village shall have no obligation to reimburse any Grantee therefor.

**Section 7. Indemnity**

In entering into this Agreement, Grantee and all successor Owners and assigns further agree to defend, indemnify and hold harmless and releases the Village, its officers, elected officials, and employees from any and all liability for injury or damage to the persons or property occurring on or in the Right-of-Way.

**Section 8. Entire Agreement**

This Agreement contains the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof. No other representations, promises, agreements, or understandings, whether written or oral, are of any force or effect with respect to the subject matter hereof.

**Section 9. Severability**

This Agreement shall be construed, interpreted and enforced under the laws of the State of Illinois. If any provision(s) or portion(s) herein are declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provision(s) or portion(s) shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**Section 10. Interpretation**

In the event of a dispute between the Parties regarding this Agreement, this Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against either party.

**Section 11. Exhibits**

Each of the exhibits attached to this Agreement and identified herein is expressly made a part hereof as though fully stated herein.

**Section 12. Amendments**

No amendment or any other change of any kind to this Agreement will be valid or binding unless it is in writing and signed by authorized representatives of the Owner and the Village.

**Section 13. No Waiver**

No waiver of any of the terms and conditions contained herein shall be deemed to imply or constitute a further waiver thereof of any other provision.

**Section 14. Recording**

This Agreement and all of its terms and conditions shall be recorded against the Property and shall be binding on and inure to the benefit of Grantee, the successor Owners, and the Village only. The Village shall record this Agreement with the Office of the Cook County Recorder of Deeds on Grantee's behalf and against the Property, and the County's recording fee will be invoiced by the Village to Grantee.

**Section 15. Notice**

All notices required or permitted hereunder shall be in writing and deemed served upon any Owner or the Village upon hand delivery to such Owner or to the Village, or upon deposit in the United States mail, first class postage prepaid, or certified mail, return receipt requested, and addressed to the Owner at the Property and if to the Village, as follows:

If to Village: Village of Hoffman Estates  
Attention: Village Manager  
1900 Hassell Road  
Hoffman Estates, IL 60619

And to: Village of Hoffman Estates  
Attention: Village Clerk  
1900 Hassell Road  
Hoffman Estates, IL 60169

**Section 16. Corporate Authority**

The Parties to this Agreement represent and warrant that the persons signing below have the corporate and/or individual authority to do so and are duly authorized to sign this Agreement without the joinder or approval of any other person.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**



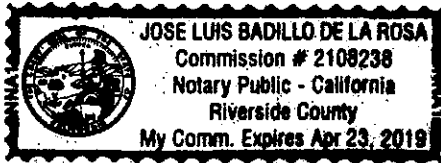
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

ADESA ILLINOIS, LLC, an Illinois limited liability company

By: [Signature]  
Name: BRETT ROLAND  
Title: SR. V. P.  
Date: 01-10-17

STATE OF CA )  
COUNTY OF RIVERSIDE ) SS



I, JOSE L. BADILLO a Notary Public in and for the aforesaid county and state, do hereby certify that BRETT ROLAND, the SR. VICE PRES. of ADESA ILLINOIS, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and as the free and voluntary act of the company for the uses and purposes therein set forth.

Given under my hand and official seal this 10 day of JAN 2017.

[Signature]  
Notary Public

My commission expires: 4/23/19

VILLAGE OF HOFFMAN ESTATES, an Illinois municipal corporation

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

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

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

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

I, \_\_\_\_\_ a Notary Public in and for the aforesaid county and state, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of **VILLAGE OF HOFFMAN ESTATES**, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and as the free and voluntary act of the company for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

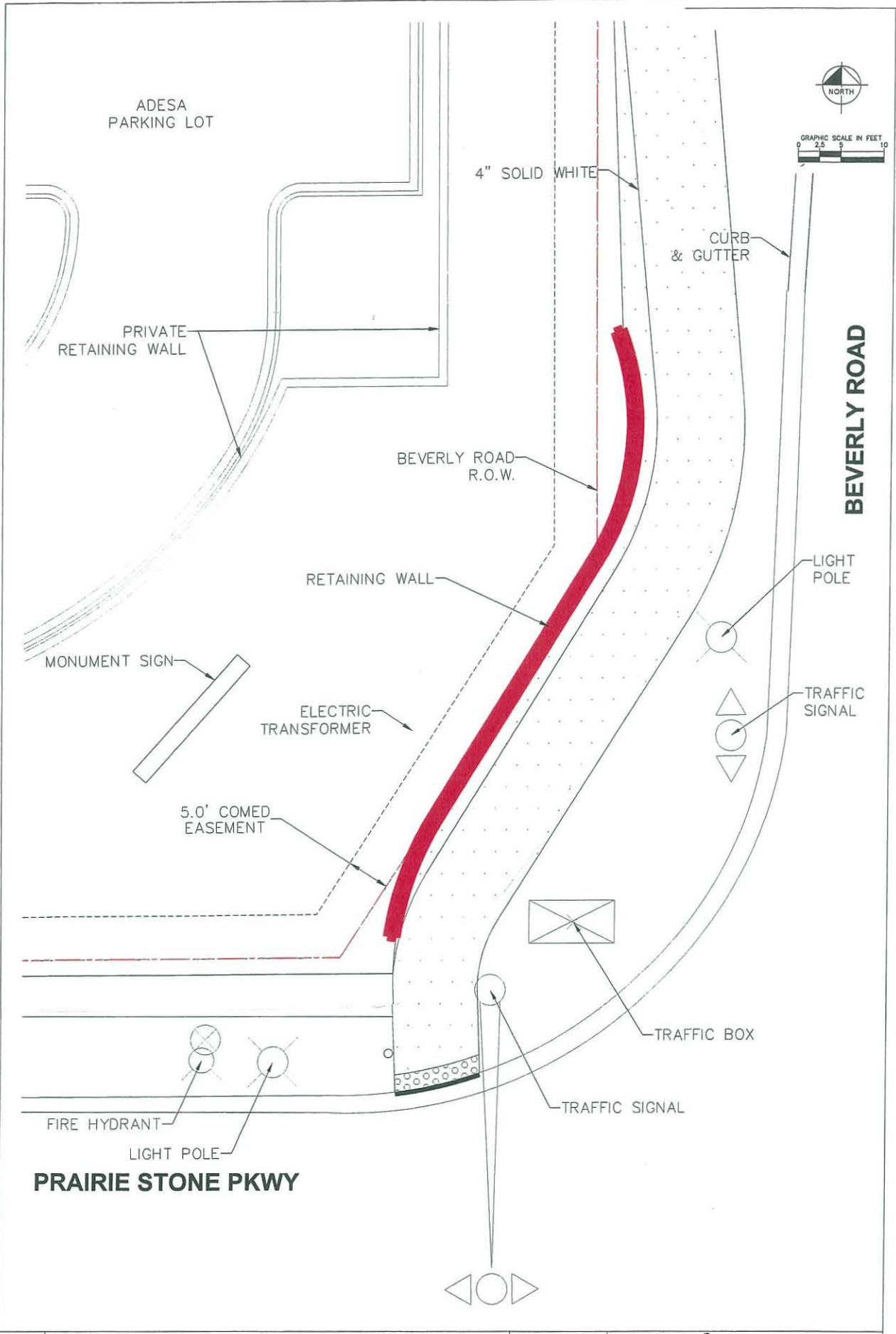
**EXHIBIT "A"**

**LEGAL DESCRIPTION  
OF THE PROPERTY**

LOTS 1 AND 2 AND OUTLOT A, ADESA SUBDIVISION, AS SHOWN ON THE FINAL PLAT OF  
SUBDIVISION RECORDED JUNE 10, 2015 AS DOCUMENT 1516129000.

PIN: 01-31-100-007; 01-31-301-003; AND 01-31-400-018

ADDRESS: 2785, 2695, 2685, AND 2675 BEVERLY ROAD, HOFFMAN ESTATES, ILLINOIS



SHEET NUMBER  
EX. 1

RETAINING WALL EXHIBIT

HOFFMAN ESTATES, IL

01/10/2017

**Kimley»Horn**

© 2017 KIMLEY-HORN AND ASSOCIATES, INC.  
1001 WARRENVILLE ROAD, SUITE 350, LISLE, IL 60532  
PHONE: 630-487-5550 WWW.KIMLEY-HORN.COM

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request by CalAtlantic for approval of a minor site plan amendment to add an additional house model at Devonshire Woods Estates

**MEETING DATE:** February 13, 2017

**COMMITTEE:** Planning, Building and Zoning

**FROM:** Peter Gugliotta PG

**REQUEST:** Request by CalAtlantic for approval of a minor site plan amendment to add an additional house model at Devonshire Woods Estates.

**BACKGROUND:** On March 21, 2016, the Village Board granted site plan approval for CalAtlantic Homes to be the new home builder for 38 lots in the Devonshire Woods Subdivision. This approval included specific house models and a several specific architectural and site requirements.

Last fall, in response to inquiries from existing Devonshire residents, Corporation Counsel performed a comprehensive review of the March 2016, Village approval and confirmed that the specific house elevation plans approved at that time replaced the more general written requirements from the Village found in prior documents. A total of eight different models with three elevations each were approved, including a variety of architectural elements that may be added to any of the models (as may be chosen by individual home buyers).

**DICSUSSION:** CalAtlantic is proposing to add a ninth house model (Carrington) to the approval. The proposed new model is a ranch house with a larger floorplan (2,436 square feet, 65 feet wide) than the previously approved Ridgefield ranch model (2,170 square feet, 50 feet wide). This proposal is being made in response to customer feedback received by CalAtlantic during their first several weeks of sales. The Carrington model will include a covered front porch and the front walls of the house (below the roofline) will be brick, identical to the previously approved model elevations.

This larger ranch model, which CalAtlantic has built in other locations, was originally mentioned by some existing subdivision residents during the March 2016, public meetings as something they find acceptable to be built in this subdivision. However, at the time CalAtlantic could not commit to the larger footprint because they were unsure if the bigger house would fit within the required tree preservation plan and the Village's Floor Area Ratio and setback limitations. They have now determined the larger ranch will fit on enough lots to make it beneficial to offer for sale.

**DISCUSSION:** (Continued)

It is common for homebuilders to propose new or different house models after they begin construction and can better gauge customer interest. Provided the new model fits within the same architectural style and is generally of a similar size as the approved houses, new models are often regularly approved, and often through an administrative process.

In addition to standard mail notices, courtesy copies of the CalAtlantic proposal including the plans, were emailed to those existing residents whose email addresses had been obtained during the 2016 public meeting review process. Several residents have contacted the Village with questions on the new model, as well as some comments regarding the previous Village approval. As of the date of this memo, one formal response was provided (see attached email).

**RECOMMENDATION:**

Approval of a request by CalAtlantic Homes for a minor site plan amendment to add an additional ranch house model at Devonshire Woods Estates, as described in the attached elevations and proposal, subject to the following condition:

1. All conditions from the March 21, 2016, Village Board site plan approval shall remain in effect.

## Attachments

cc: Planning & Zoning Commission  
Omar Rodriguez (CalAtlantic Homes)



---

Chicago Division

1141 East Main Street  
Suite 108  
East Dundee, IL 60118

224-293-3132 Direct  
224-293-3100 Main  
224-293-3101 Fax

Omar.Rodriguez@calatl.com  
www.CalAtlanticHomes.com

December 15, 2016

Peter Gugliotta  
Director of Planning, Building and Code Enforcement  
Village of Hoffman Estates  
1900 Hassell Road  
Hoffman Estates, IL 60169

**Re: Devonshire Woods Estates – Addition of a Ranch Plan**

Peter,

As I believe you know we recently opened our model at Devonshire Woods Estates to the buying public. We have experienced a great deal of interest in the community and have received a positive feedback regarding Hoffman Estates, the wooded nature of the community and our plan lineup. I'm also happy to inform you that we opened for sales in the community at prices above what we anticipated when discussing the community with the Village Board. We have also chosen not to offer the smallest of the non-ranch plans approved by the Board, the 2576 square foot Kensington, at this time and our current plan lineup begins with the smallest two story plan being the Forestview at 2893 square feet. We are however receiving a great deal of feedback about the desire by prospective buyers for a larger ranch plan. Currently, the only ranch plan being offered and approved by the Village is the 2170 square foot Ridgefield. While we believe that we can meet some of this demand by introducing the split level Kensington plan into the lineup that is not our preferred approach. Instead, I'm interested in understanding what process would to request approval for a larger ranch plan called the Carrington. The Carrington was discussed with the Board during the initial plan approval process but we were not able to commit to having the Carrington be offered because it is a larger plan and we were unsure how lot sizes and FAR restriction would limit its availability. We have performed a review of the Carrington's lot fit based on all the required criteria and determined it would fit on over half the lots purchased by CalAtlantic.

Below is a brief comparison between the Ridgefield and Carrington for your consideration.

<b>Ridgefield</b>	
Square Feet	2170
Home Width	50'
Covered Porch	No
Garage	3-car
Bedrooms	3
Bathrooms	2
Plan Type	Ranch

<b>Carrington</b>	
Square Feet	2436
Home Width	66.75'
Covered Porch	Yes
Garage	3-car
Bedrooms	3
Bathrooms	2
Plan Type	Ranch

I've also attached the brochures for the Ridgefield and the Carrington to this letter for your review. I think you will find that while the plans are similar in nature the additional 16.75' in width on the Carrington allows us to offer a covered porch at the entrance to the home and this creates an additional appealing element to the front elevation of the home. If the addition of the Carrington was approved by the Village we would, of course, offer the plan with all the same inclusion as required in the rest of the community. After you have had an opportunity to review this letter and the attached please feel free to let me know if you have any questions and how I can go about requesting the addition of this plan to the approved lineup for Devonshire Woods Estates. I appreciate your consideration in this matter.

Sincerely,



Omar Rodriguez  
Vice President of Land  
CalAtlantic Homes





**PREVIOUSLY APPROVED**

**Devonshire Woods Estates**

Ridgefield | 3 Bedroom | 2 Bath | 3-Car Garage | 2,171 sq.ft.



Elevation C



Elevation A



Elevation B

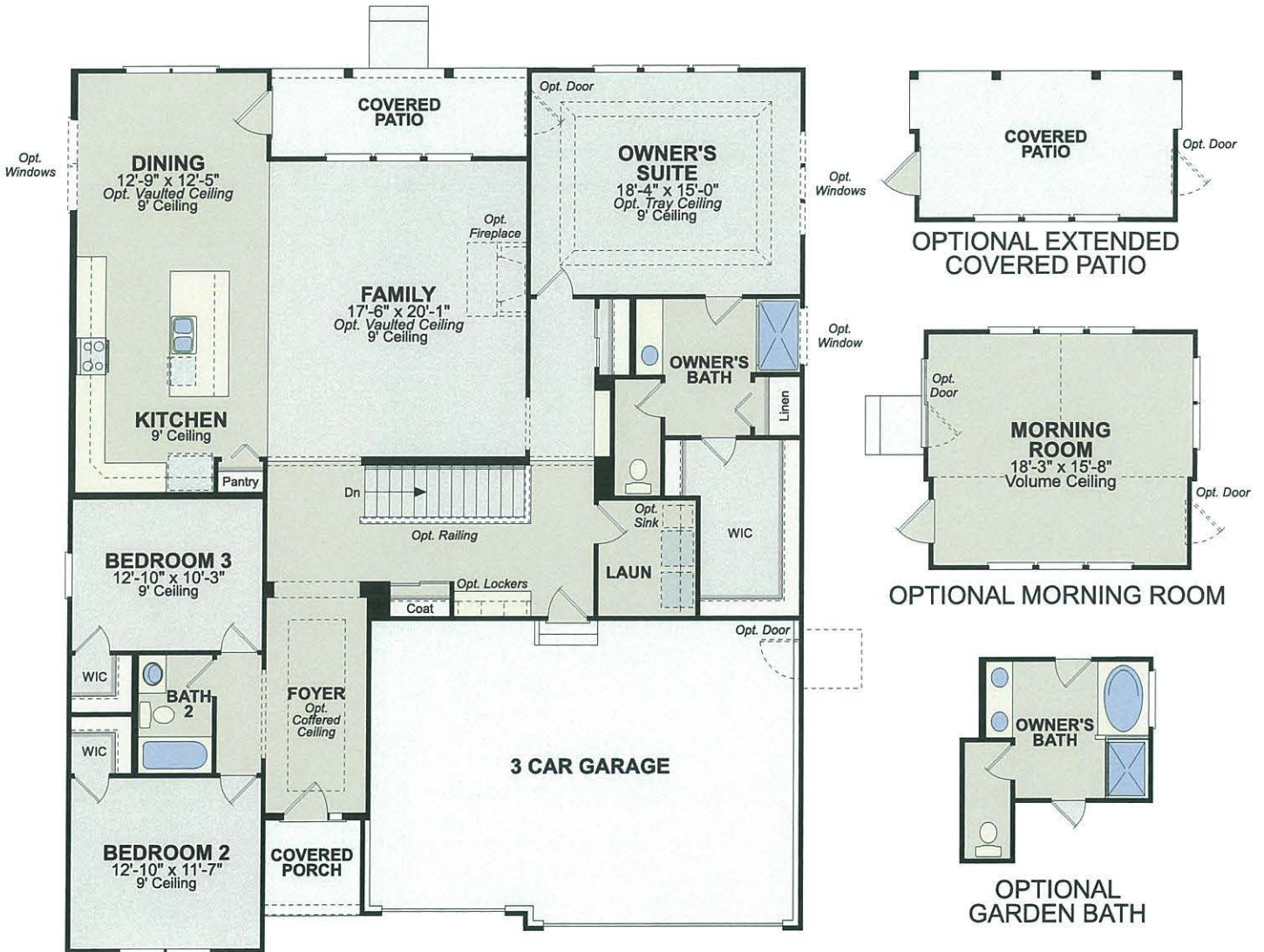
**PREVIOUSLY  
APPROVED**





Ridgefield | First Floor

PREVIOUSLY APPROVED



CALATLANTIC HOMES<sup>SM</sup>

CalAtlanticHomes.com



Prices, plans and terms are effective on the date of publication and subject to change without notice. Square footage/acreage/plan dimensions shown is only an estimate and actual square footage/acreage will differ. Buyer should rely on his or her own evaluation of useable area. Depictions of homes or other features are artist conceptions. Hardscape, landscape and other items shown may be decorator suggestions that are not included in the purchase price and availability may vary. Floorplans are the property of CalAtlantic Homes and may not be reproduced without the written agreement of CalAtlantic Homes. 11/16 DWE



# VILLAGE OF HOFFMAN ESTATES PLANNING AND ZONING GENERAL APPLICATION\*

Special Use for \_\_\_\_\_  Rezoning from \_\_\_\_\_ to \_\_\_\_\_

Variation:  Commercial  Residential  Sign

Plat (Subdivision & Others):  Preliminary  Final

Site Plan:  Amendment  Concept  Preliminary  Final

Master Sign Plan:  Amendment

Other: \_\_\_\_\_

**\* ADDENDUM MATERIALS ARE REQUIRED FOR SPECIFIC REQUESTS**

**Posting of Notification Sign(s) may be required.**

**Specific requirements will be provided when your request is scheduled.**

FOR VILLAGE USE ONLY		
Hearing Fee _____	Check No. _____	Date Paid _____
Project Number: _____	<i>NA</i>	
Staff Assigned: _____	<i>[Signature]</i>	
Meeting Date: _____	Public Hearing: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Sign Posting Required: Yes <input type="checkbox"/> No <input type="checkbox"/>	Date Sign Posted _____	

**PLEASE PRINT OR TYPE**

Date: 1/12/2017

Project Name: Devonshire Woods Estates

Project Description: Single family subdivision

Project Address/Location: Southwest of Shoe Factory Rd. & Essex Rd.

Property Index No. Multiple Parcels

Acres: +/- 18.48 Zoning District: R-3

I. Owner of Record

CalAtlantic Homes

Name		Company	
1141 East Main Street		East Dundee	
Street Address		City	
IL	60118	224-293-3100	
State	Zip Code	Telephone Number	
224-293-3101			
Fax Number		E-Mail Address	

II. Applicant (Contact Person/Project Manager)

Omar Rodriguez		CalAtlantic	
Name		Company	
1141 East Main Street		East Dundee	
Street Address		City	
IL	60118	224-293-3100	
State	Zip Code	Telephone Number	
224-293-3101		omar.rodriguez@calatl.com	
Fax Number		E-Mail Address	

Applicant's relationship to property: owner

III. Owner Consent for Authorized Representative

It is required that the property owner or his designated representative be at all requests before the Planning and Zoning Commission (PZC). During the course of the meeting, questions may arise regarding the overall site, site improvements, special conditions to be included in a PZC recommendation, etc. The representative present must have knowledge of the property and have the authority to make commitments to comply with any and all conditions included in the PZC recommendations. Failure to have the owner or designated representative present at the meeting can lead to substantial delays in the hearing process. **If the owner cannot be present at the meeting, the following statement must be signed by the owner:**

I understand the requirement for the owner or an authorized representative to be present at the meeting with full authority to commit to requests, conditions and make decisions on behalf of the owner. I hereby authorize Omar Rodriguez to act on my behalf and advise that he/she has full authority to act as my/our representative.



Owner Signature

Omar Rodriguez

Print Name

**IV. Acknowledgement(s)**

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable or otherwise.
- Planning and Zoning Commission members and Village Staff often conduct inspections of subject site(s) as part of the pre-hearing review of requests. These individuals will be carrying official Village identification cards that can be shown upon request.

The Owner and Applicant, by signing this Application, certify to the correctness of the application and all submittals.

Owner's Signature: \_\_\_\_\_

Owner's Name (Please Print): Omar Rodriguez

Applicant's Signature: \_\_\_\_\_  
(If other than Owner)

Applicant's Name (Please Print): \_\_\_\_\_

Date: 1/12/2017

All requests must be accompanied by the items required and all fees must be paid before the Planning and Zoning Commission can hear any case.

Please contact the Planning Division (located in the Municipal Building) with any questions:

Email: [planning@hoffmanestates.org](mailto:planning@hoffmanestates.org)  
Address: 1900 Hassell Road  
Hoffman Estates, IL 60169  
Phone: (847) 781-2660  
Fax: (847) 781-2679

**Addendums Attached:**

- Special Use
- Rezoning
- Variation
- Plat
- Site Plan
- Master Sign Plan
- Other Home plan

# Resident input page 1 of 2

Peter Gugliotta

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**From:** Carl Mahr <chipmahr19@gmail.com>  
**Sent:** Thursday, February 09, 2017 4:32 PM  
**To:** Peter Gugliotta  
**Cc:** [REDACTED] Jim Norris;  
Mark Koplin; James Donahue  
**Subject:** Re: Devonshire/CalAtlantic New Larger Ranch Model

Mr. Gugliotta,

1. In his December 15, 2016 letter to you (And why did it take six weeks to let us know that CalAtlantic was making this request?) basically proposing another site plan amendment request, CalAtlantic's Mr. Rodriguez notes that CalAtlantic "...has chosen not to offer the smallest of the non-ranch plans approved by the Board, the 2576 square foot Kensington, **at this time...**" (Emphasis added). You may remember that this Kensington model was a huge negative issue with we existing Devonshire Woods Estates (DWE) residents at the time the now approved CalAtlantic plans for DWE were before the Board for approval. We existing residents were against approval for this model in our subdivision, said so in prior communications and presentations to Village staff and the Board and showed up en masse at the Village Board Meeting to say so. CalAtlantic refused to honor our request to delete the Kensington from their offering and, against our opposition, the Board approved it anyway.

While I generally view the addition of a larger ranch model as positive, I only view it that way if **not offering the Kensington model in DWE becomes a permanent, written CalAtlantic policy prior to the Carrington model being approved for construction in DWE. If the Kensington model is allowed to remain as part of CalAtlantic's offering for DWE, I am against allowing them to build it in DWE.** We already have more than enough CalAtlantic house plans that are 2,000 or more square feet smaller than the existing homes in DWE.

2. As was the case for the previous CalAtlantic Site Plan Amendment proposal submitted on February 29, 2016, the elevations included in the materials sent to us do not show options available for the front elevations of the proposed Carrington model. CalAtlantic's January 29, 2016 letter referenced above stated one thing while the plans as submitted proposed something less. Specifically, the letter committed to building, 1) "100% brick (or stone) on the first and second stories" (see page 2 of that letter), 2) "full brick front on the 1st and 2nd floors" (see page 3 of that letter), and, 3) "Full masonry front elevations" (again, see page 3 of that letter). The plans, and particularly the options, submitted with that letter detailed less than the full brick or stone front elevations the letter promised. If the plans did not agree with the letter, why were the plans sent forward to the Board for approval in February of 2016 and why are the Carrington plans being sent forward for approval now? Why wasn't this discrepancy noted and resolved before being sent to the Board?

3. You may remember that the Stonehurst model home as originally constructed in DWE did **not** include a full brick front elevation even though that is what was promised by CalAtlantic in Mr. Rodriguez's letter of February 29, 2016 requesting a site plan amendment. Specifically, CalAtlantic built an optional bay window on the front elevation that was not brick below those windows, nor was there brick below the large window above the entry door. After existing residents complained, CalAtlantic has since put face brick below the bay window. Whether they will do so, or be

## Resident input page 2 of 2

required to do so by the Village, on all homes constructed in the future is unknown. Even though the elevations for DWE that CalAtlantic presented to the Planning Building and Zoning Committee on March 14, 2016 and that the Board approved on March 21, 2016 show brick beneath the Stonehurst model home's foyer window, CalAtlantic has chosen not to install brick in this area, nor have they been required to do so by the Village, even after we made that fact known to the Village Board while the model home was still under construction.

4. The Carrington model elevations sent to us in your February 1, 2016 email below yet again propose for Village Board approval a front elevation in DWE that is less than 100% masonry. Take a close look at the porch on Elevation A. When I blow up the photo/rendering of Elevation A, I see what appears to me to be **white siding on the front elevation behind the porch**. While Elevations B and C show full brick on the house behind the porch, Elevation A shows siding. **Siding is not brick**. It looks like CalAtlantic is cutting corners on their promises yet again - and it appears that the Planning, Building and Code Enforcement (PBCE) Department even plans on recommending it for approval. Why would (PBCE) send these elevations out to us, and presumably be recommending them for Village Board approval, when they know the standard for DWE is a full brick or masonry front elevation? If not PBCE, then who is looking out for us, the existing residents, to make sure that promises made for our subdivision are kept?

5. Finally, I would also ask whether the Carrington model will be built with brick or face brick. While the Village is under the impression that these materials are equivalent on a front facade, CalAtlantic has shown that it will use face brick wherever it can because it is less expensive to do so - so they certainly don't consider it equivalent. Nowhere in its site plan amendment communications to the Village does CalAtlantic mention the proposed use of face brick. According to the Merriam-Webster dictionary, this is the definition of **brick** : a handy-sized unit of building or paving material typically being rectangular and about  $2\frac{1}{4} \times 3\frac{3}{4} \times 8$  inches ( $57 \times 95 \times 203$  millimeters) and of moist clay hardened by heat. Siding and face brick do not meet those criteria. Will the home be constructed with "full brick" or "Full masonry front elevations" as written in Mr. Rodriguez's letter of February 29, 2016 promising it for all homes constructed in DWE? Or face brick? Or something else? And will the Village enforce those promises made by CalAtlantic?

As noted in your email, please ensure that my comments are forwarded in advance for distribution to the Village Committee members. If a formal letter has also been mailed as noted in your email, it has not been received.

Carl Mahr, President  
DWE Homeowners Association

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request approval of an Ordinance declaring Village-owned land as surplus and authorizing public notice of negotiations to acquire and redevelop Village property

**MEETING DATE:** February 13, 2017

**COMMITTEE:** Planning, Building and Zoning

**FROM:** Arthur L. Janura/Mark Koplin/Kevin Kramer

**PURPOSE:** Request approval of an Ordinance declaring Village-owned land as surplus and authorizing public notice of negotiations to acquire and redevelop Village property.

**BACKGROUND:** The Village owns a quarter acre of land at 920 Apple Street, just to the north of the Acorn Tire property along Apple Street, which was originally used as a well site to assist Public Works water department in serving the residents. When the Village connected to the Lake Michigan water system, the well was abandoned and capped. The land is now vacant. Public Works has confirmed they no longer have any use for this site.

**DISCUSSION:** Given the Village no longer needs the property to serve residents or businesses, the land, under state statute 65 ILCS 5/11-76-1, could be declared as surplus and sold after properly notifying the public of the disposal of public property. This would remove maintenance responsibility from the Village, as well as put the property back on the tax role. Since the property is in the TIF, the newly generated property taxes would go into the TIF increment for the remainder of the TIF, which ends in 2026. Given that the property was not purchased with TIF funds, the sale proceeds will go into the General Fund.

The Village has received an MAI-certified appraisal for the property in the amount of \$80,000, which will be filed with the Clerk's Office should the Board choose to declare the land as surplus and sell the property.

**RECOMMENDATION:** Approve the Ordinance declaring Village-owned land at 920 Apple Street as surplus and authorizing a negotiated sale of the Village property.

Attachment



## REQUEST FOR PROPOSALS

BY THE  
VILLAGE OF HOFFMAN ESTATES  
FOR PROPOSAL TO ACQUIRE VILLAGE PROPERTY AND REDEVELOP  
A PORTION OF THE GOLF, HIGGINS AND ROSELLE ROAD TIF  
REDEVELOPMENT PROJECT AREA

**NOTICE IS HEREBY GIVEN** that the Village of Hoffman Estates, Illinois (“Village”) will accept proposals for the purchase of a parcel of land owned by the Village (the “Parcel”) commonly known as 920 Apple Street, Hoffman Estates, Illinois, and legally described as follows:

THAT PART OF LOT FOURTEEN (14) IN BLOCK ONE (1) IN HOFFMAN ESTATES 1 BEING A SUBDIVISION OF THAT PART OF THE WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) AND THAT PART OF THE NORTHWEST QUARTER (1/4) OF THE SOUTH WEST QUARTER (1/4) OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF HIGGINS ROAD, TOGETHER WITH THAT PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID LOT 14 WITH A LINE DRAWN PARALLEL TO AND 100 FEET NORTH OF THE SOUTH LINE OF SAID LOT 14; THENCE WEST ALONG SAID LINE DRAWN PARALLEL TO AND 100 FEET NORTH OF THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 125 FEET; THENCE NORTH PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 80 FEET; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 125 FEET TO THE EAST LINE OF SAID LOT 14; THENCE SOUTH ALONG SAID EAST LINE OF LOT 14 A DISTANCE OF 80 FEET TO SAID POINT OF BEGINNING. LYING NORTH OF HIGGINS ROAD ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON AUGUST 5, 1955 AS DOC. NO. 1612242.

PIN #: 07-15-200-027-0000)

The Parcel contains approximately 10,000 square feet, more or less, and is zoned B-2.

The Parcel is located in the “Golf, Higgins and Roselle Road TIF Redevelopment Project Area” (the “Area”) established pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (the “Act”). The Village has received the “Golf, Higgins and Roselle Road Tax Increment Financing District Eligibility Study, Redevelopment Plan and Project”, dated February 2003 (the “Redevelopment Plan”), prepared by Kane, McKenna and Associates, Inc. The Redevelopment Plan and an appraisal for the Parcel dated December 28, 2016 is on file with the Village Clerk and available for public inspection at the Village Hall, 1900 Hassell Road, Hoffman Estates, IL 60169, during the business hours, Monday to Friday: 8:30 a.m. to 5:00 p.m.

The Village will entertain proposals from purchasers to acquire the Parcel as part of a project to realize the goals and objectives of the Redevelopment Plan. The Parcel will be sold "as is" and will be a cash sale. Proposals must include (a) a description of the uses proposed to be located on the site, (b) a description of proposed improvements on site, (c) a construction timeline for making such improvements, and (d) the amount the developer is willing to pay for the Parcel.

Questions regarding this Request for Proposals must be submitted in writing to Mark Koplin, Assistant Village Manager-Development Services, Village of Hoffman Estates, 1900 Hassell Road, Hoffman Estates, IL 60169, [mark.koplin@hoffmanestates.org](mailto:mark.koplin@hoffmanestates.org), no later than 10:00 a.m. February 27, 2017.

Proposals are to be sealed and marked "920 Apple Street RFP" and delivered to:

Mark Koplin  
Assistant Village Manager  
Village of Hoffman Estates  
1900 Hassell Road  
Hoffman Estates, IL 60169

The Village Board of Trustees reserves the right to accept or reject any or all proposals or any part thereof; waive any minor defects, irregularities or informalities; and to decide not to award any contract; or award a contract deemed to be in the best interests of the Village of Hoffman Estates.

A copy of Ordinance No. \_\_\_\_\_ - 2017 is set forth herein.

ORDINANCE NO. \_\_\_\_\_ - 2017

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE DECLARING VILLAGE-OWNED LAND AS SURPLUS  
AND AUTHORIZING PUBLIC NOTICE OF NEGOTIATIONS TO ACQUIRE  
AND REDEVELOP VILLAGE PROPERTY  
AT 920 APPLE STREET, HOFFMAN ESTATES, ILLINOIS**

WHEREAS, the Village of Hoffman Estates (the "Village") is the owner of a certain parcel of vacant real estate consisting of approximately 0.23 acres of property located at 920 Apple Street, Hoffman Estates, Illinois, on an 80 foot by 100 foot lot zoned R-2 One-Family Residential District (the "Parcel"); and

WHEREAS, said parcel is legally described as follows:

THAT PART OF LOT FOURTEEN (14) IN BLOCK ONE (1) IN HOFFMAN ESTATES 1 BEING A SUBDIVISION OF THAT PART OF THE WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) AND THAT PART OF THE NORTHWEST QUARTER (1/4) OF THE SOUTH WEST QUARTER (1/4) OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF HIGGINS ROAD, TOGETHER WITH THAT PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID LOT 14 WITH A LINE DRAWN PARALLEL TO AND 100 FEET NORTH OF THE SOUTH LINE OF SAID LOT 14; THENCE WEST LONG SAID LINE DRAWN PARALLEL TO AND 100 FEET NORTH OF THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 125 FEET; THENCE NORTH PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 80 FEET; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 125 FEET TO THE EAST LINE OF SAID LOT 14; THENCE SOUTH ALONG SAID EAST LINE OF LOT 14 A DISTANCE OF 80 FEET TO SAID POINT OF BEGINNING. LYING NORTH OF HIGGINS ROAD ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON AUGUST 5, 1955 AS DOC. NO. 1612242.

(PIN #: 07-15-200-027-0000)

WHEREAS, said real estate has previously been used as open space; and

WHEREAS, an MAI certified appraisal for the Parcel (the "Appraisal") was conducted by Cohn Reznick, LLP, and the Appraisal has been submitted to the Village and said Appraisal is available for public inspection at the Village Clerk's Office in the Village Hall; and

WHEREAS, the Corporate Authorities have reviewed the Appraisal which concluded that the fair market value of the Parcel was \$80,000.00 as of December 6, 2016; and

WHEREAS, the Village is a Home Rule Municipality as defined in the Illinois constitution and hereby exercises the powers granted therein.

NOW THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Hoffman Estates, Kane and Cook Counties, Illinois, as follows:

Section 1. The Corporate Authorities find that the statements in the foregoing preamble are correct and the same are incorporated herein as if fully set forth.

Section 2. The Corporate Authorities find that Parcel is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the Village.

Section 3. The Corporate Authorities, by 3/4 vote, hereby declare said real estate to be surplus real estate.

Section 4. The sale of the Parcel shall be conducted by Village staff and shall be a cash sale.

Section 5. The Village Clerk is directed to publish this Ordinance at the first opportunity following its passage in a newspaper circulated in the Village.

Section 6. This Ordinance shall be in full force and effect from and after its passage, and approval publication as provided by law.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2017

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 \_\_\_\_\_, 2017

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

ATTEST:

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

Published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request by Dasbier Garden, LLC for an amendment to the two year agreement between the Village of Hoffman Estates and Dasbier Garden, LLC for the Village Green beer garden (2016-2017) regarding:

- a) participation in the Platzkonzert event in 2017 (section 7.C.3) and;
- b) section 7.B FourthFest

**MEETING DATE:** February 13, 2017

**COMMITTEE:** Planning, Building and Zoning

**FROM:** Mark Koplín/Kevin Kramer

**PURPOSE:** Request by Dasbier Garden, LLC for an amendment to the two year agreement between the Village of Hoffman Estates and Dasbier Garden, LLC for the Village Green beer garden (2016-2017) regarding:

- a) participation in the Platzkonzert event in 2017 (section 7.C.3) and;
- b) section 7.B FourthFest

**BACKGROUND:** In March 2016, the Village Board approved a two year agreement with Dasbier Garden, LLC/Hoffman Estates Beer Garden to allow use of the Village Green from May through October for the traditional German beer garden. Dasbier paid the Village a "commission" on sales (20% on beer and wine sales and 10% of all food sales and nonalcoholic beverages). In 2016, Dasbier paid \$46,758 to the Village in commissions, fees, taxes, and utilities. Of that total, \$1,029 came on Thursday night concerts between 7:00 p.m. and 9:00 p.m., \$8,891 came from the FourthFest, and \$5,525 from the Platzkonzert.

**DISCUSSION:** *Platzkonzert:* The approved agreement allowed the Beer Garden to participate in the 2016 Platzkonzert festival but required Village approval of participation in the Platzkonzert in 2017. At the January 9, 2017 meeting, the Platzkonzert Commission voted unanimously to recommend to the Village Board that the garden be allowed to participate in the 2017 Platzkonzert (see the full recommendation attached). The proposed amended agreement would allow for the participation in 2017 under the same terms as 2016.

**DISCUSSION:** (Continued):

**Fourth Fest:** The other proposed change to the agreement involves the commissions and vendor fees paid for the FourthFest. The Dasbier owner felt the alcohol vendor fees for the festival were much higher than other events in the area, given that the festival only generates one true day of high attendance and strong sales on the day of the fireworks. As such, after utilizing data that Dasbier attained from similar festivals, the alcohol vendor fee is proposed to be \$1,000 in 2017 rather than \$2,500 in 2016 (section 7.B.1). In addition, to be able to operate without losing all income during the festival and based on the one day of strong sales projections, Dasbier requests commission fees from Friday through Sunday be reduced from 35% in 2016 to 25% for all food and beverages sold (section 7.B.4), while Monday and Tuesday's commissions would remain at the standard commission rates of 10% for all non-alcoholic beverages and food and 20% for all alcoholic beverage sales.

In 2015, the festival earned \$32,448 from beer sales when the Beer Garden was not allowed to operate. In 2016, when the Beer Garden was allowed to operate, the festival earned \$32,345 from beverage sales, plus an additional \$5,640 from both beer sales and vendor fees directly from Dasbier Garden. Beer sales at the festival dropped by a negligible amount, just \$102 which was less than 1%. The addition of the beer garden did not affect sales and only added revenue to the festival.

The proposed amended agreement with Dasbier Garden, LLC dba/Hoffman Estates Beer Garden is attached for review. Should the Committee decide not to accept any change, the Beer Garden could still operate in 2017 under the same terms as 2016, with the exception of being open during the Platzkonzert.

**Conclusion:** Dasbier would like to build upon their success in 2016 and request the amendment so as to increase sales and revenues to reinvest back into the local business and the Village Green. Dasbier did attract new customers/patrons to the 59/90 Entertainment District and provided a social gathering place for these new patrons, as well as Village residents and employees in Prairie Stone.

**RECOMMENDATION:**

An amendment to the previously approved two year Agreement with Dasbier Garden, LLC is presented to the Committee for consideration.

Attachments

cc: Andrew Hartman


# VILLAGE OF HOFFMAN ESTATES

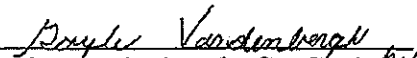
## MEMO

**TO:** President & Board of Trustees  
**FROM:** Gary Pilafas, Platzkonzert Commission Co-Chair  
Gayle Vandenberg, Platzkonzert Commission Co-Chair  
**RE:** DASBIER GARDEN'S PARTICIPATION IN THE 2017 PLATZKONZERT  
**DATE:** February 7, 2017

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At the January 9, 2017, meeting, the Platzkonzert Commission voted unanimously to recommend to the Village Board that Andrew Hartman be allowed to participate in the 2017 Platzkonzert. The two year agreement (2016-2017) with Mr. Hartman stipulated that he was allowed to participate during the 2016 Platzkonzert, but that the Board would decide if he would be able to again participate in 2017. The Commission saw a benefit to the Beer Garden being open as they attracted their usual customers to the Village event, thus improving attendance and food and beverage sales. The Beer Garden is complimentary to the Platzkonzert and the Commission would like to continue this relationship. The Commission suggests the same financial terms as 2016.

  
\_\_\_\_\_  
Gary Pilafas, Co-Chair  
Platzkonzert Commission

  
\_\_\_\_\_  
Gayle Vandenberg, Co-Chair  
Platzkonzert Commission

cc: M. Koplín  
R. Johnson  
K. Kramer

**AMENDED AGREEMENT**  
**BETWEEN**  
**VILLAGE OF HOFFMAN ESTATES**  
**AND**  
**DASBIER GARDEN, LLC**

This Amended Agreement ("Agreement") is made and entered into effective \_\_\_\_\_, ~~2016~~2017, 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.

**PREAMBLE**

WHEREAS, the Village is the owner of the Virginia Mary Hayter Village Green located in the Prairie Stone Business Park (the "Village Green") and legally described in Exhibit A; and

WHEREAS, Vendor is in the business of selling food and beverages, including alcoholic beverages, and desires to sell those foods and beverages within the Village Green; and

WHEREAS, the Village is willing to grant Vendor a non-exclusive license to sell food and beverages within the Village Green, including alcoholic beverages, and to lease to Vendor for those purposes the concession stand (5510 Prairie Stone Parkway) (the "Leased Premises") located within the Village Green and subject to the limitations as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein set forth, and for such other good and valuable consideration, the receipt and sufficiency of which are herewith acknowledged, the Parties agree as follows:

**AGREEMENT**

1. Permitted Use: Vendor shall have a non-exclusive license to sell food and beverages, including alcoholic beverages, served under a Class I license, within the 12.6 acre Village Green. For these purposes, Vendor may bring a beer trailer on to the Village Green only on the weekends and for special events and with advance notice to the Village. Vendor's use of the Village Green is depicted in Exhibit B. Food and beverages shall be consumed within the gravel and concrete areas adjacent to the Leased Premises, and wholly within the Village Green. It is also expressly understood that because this license is non-exclusive, the Village Green may be used by the public during the operation of the Vendor and the public shall have access to the Village's restrooms maintained by Vendor and located therein.
2. Leased Premises: For and in consideration of Vendor's payment to the Village, as provided in Paragraph 6 herein, the Village shall lease to Vendor and Vendor shall conduct its sales of food and beverages from the Leased Premises, as depicted on Exhibit C to this Agreement, and/or a beer trailer as provided in Paragraph 1 of this Agreement. It is expressly understood that Vendor's use of the Leased Premises shall be exclusive, except as provided in Paragraphs 1 and 25 of this Agreement, permitting the Village, as owner, access rights to enter into and upon the Leased Premises to examine and inspect the condition thereof upon prior notice to Vendor.



3. Hours of Operation: Vendor is a fair-weather operation, open daily from April through October, weather permitting, and its hours restricted from 11:00 a.m.-10:00 p.m. These times of operation, however, may be modified upon the prior written approval of the Village Manager. Except as otherwise provided hereinafter in Paragraph 7, in no event shall Vendor dispense, distribute, or sell alcoholic beverages after 9:00 p.m. on any day.
4. Alcoholic Beverages: It is the responsibility of Vendor to manage the sale and distribution of its alcohol to be sold from the Leased Premises or from the beer trailer, if any, and to be consumed on the concrete area immediately surrounding that concession stand and the gravel seating area adjacent to the Leased Premises, and wholly within the Village Green. Vendor is fully responsible for any incidents involving alcoholic beverages sold by Vendor from the Leased Premises. Vendor shall monitor the service of all alcoholic beverages, shall insure that no one under twenty-one (21) years of age is consuming alcohol, and shall refuse service to people who appear to be intoxicated or using poor judgment in their consumption. The Vendor shall comply at all times with all local and State laws, rules, and regulations, including but not limited to Sections 8-3-14 of the Village's Municipal Code requiring employees to be BASSET trained and 8-3-24 prohibiting Vendor from employing persons under age twenty-one (21) to prepare any alcoholic beverage.
5. Term: The Term of this Agreement shall be for the 2016 and 2017 calendar years, subject to early termination as provided hereinafter in Paragraph 33.
6. Payment:
  - A. Vendor shall pay to Village at the end of each sales period ("Sales Period") a license fee of twenty percent (20%) of gross revenue ("Gross Revenue") on all alcoholic beverage sales ("Standard Alcoholic Beverage Fees") and a license fee of ten percent (10%) of Gross Revenue on all food and nonalcoholic beverage sales ("Standard Food and Nonalcoholic Beverage Fees"). For purposes of this Agreement, Sales Period shall mean each calendar month during the Term of this Agreement, with payment of license fees due fourteen (14) days thereafter. "Gross Revenue" shall mean all revenue collected, excluding sales taxes or food and beverage taxes.
  - B. Vendor shall also pay to the Village in accordance with Section 13 of its Municipal Code, all Food and Beverage Taxes, and all Sales Taxes owed by Vendor to the Village.
  - C. Payment of these license fees and taxes shall be made to: **Village of Hoffman Estates**, and delivered to: Finance Department, 1900 Hassell Road, Hoffman Estates, Illinois 60169.
7. Village Special Events:
  - A. Summer Concert Series:
    - 1) Vendor may remain open during the Thursday night summer concerts; provided, however, that for sales occurring from 7:00 p.m. to 9:00 p.m., Vendor shall instead pay to the Village a license fee of thirty-five percent (35%) of Gross Revenue.
    - 2) Vendor may use glassware during the Thursday night concerts (between 6:00 p.m. to closing) provided the glassware remain in the gravel seating area. It is the responsibility of the Vendor to ensure customers do not bring glassware into the amphitheater area. Signage stating, "No Beer Garden Glassware beyond this Point", or a similar message, may be permitted.

B. FourthFest:

1) Vendor may remain open during the 2016 FourthFest provided it pays in advance vendor fees totaling three thousand two hundred fifty dollars (\$3,250), of which two thousand five hundred dollars (\$2,500) is the Vendor fee for the sale of beer and seven hundred fifty dollars (\$750) is the Vendor fee for the sale of food. Vendor may remain open during the 2016 FourthFest provided it pays in advance vendor fees totaling one thousand seven hundred fifty dollars (\$1,750), of which one thousand dollars (\$1,000) is the Vendor fee for the sale of beer and seven hundred fifty dollars (\$750) is the Vendor fee for the sale of food.

2) During the 2016 FourthFest, Friday through Sunday hours of operation may be 11:00 a.m. to 11:00 p.m. Normal operations permitted under Paragraph 3 of this Agreement may occur on the Thursday prior to and the Monday following the FourthFest. Dates and hours for the 2017 FourthFest shall be determined by the Village prior to the 2017 season opening.

3) Vendor shall be limited to the sale of giant pretzels, cheese, and Hofbrau® beer; no domestic beer or wine shall be sold by Vendor during this event.

4) During the 2016 festival, license fees owed by Vendor to the Village for the period Friday through Sunday only during the FourthFest shall increase to thirty-five percent (35%) of Gross Revenue. Standard Alcoholic Beverage Fees and Standard Food and Nonalcoholic Beverage Fees, as defined herein, shall be paid by Vendor for sales occurring on Thursday and Monday of the FourthFest. During the 2017 festival, license fees owed by Vendor to the Village for the period Friday through Sunday only during the FourthFest shall increase to twenty-five percent (25%) of Gross Revenue. Standard Alcoholic Beverage Fees and Standard Food and Nonalcoholic Beverage Fees, as defined herein, shall be paid by Vendor for sales occurring on Monday and Tuesday of the FourthFest. The Village may sell other types of alcoholic beverages during this event.

5) Vendor shall not use glassware during the FourthFest from Friday at 5:00 P.M. through Sunday closing.

C. Platzkonzert: Vendor shall be open during the 2016 Platzkonzert for such hours as may be determined by the Village Manager, and as follows:

1) Vendor will pay to the Village license fee of two hundred dollars (\$200) per keg of Hofbrau® beer tapped within the Leased Premises in lieu of the Standard Alcoholic Beverage Fee. Vendor shall be also be limited to the sale of giant pretzels and cheese, on which Vendor shall pay to the Village the Standard Food and Nonalcoholic Beverage Fees.

2) Vendor will also arrange for a beer trailer to be delivered to the Village Green offering Hofbrau® beer and one (1) domestic beer at a location on the Village Green to be determined by the Village, and which trailer will be staffed by event volunteers. For sales from the beer trailer during the 2016 Platzkonzert, Vendor shall pay to the Village a license fee of one hundred percent (100%) of Vendor's net beer sales, which is defined as Gross Sales less the keg, gas, and cup costs. All unsold beer remains property of Vendor.

3) After the 2016 Platzkonzert, Village shall determine if Vendor will be open during the 2017 Platzkonzert, and the terms and conditions of being open. Vendor shall be permitted to operate during the 2017 Platzkonzert under the terms of section 7.C.1-2, above.

- 4) Vendor shall not use glassware during the Platzkonzert from Friday at 5:00 P.M. through Saturday closing.
8. Sales Reports: Within fourteen (14) days of the end of each Sales Period, Vendor agrees to compile and to provide Village with a monthly, detailed summary report of all sales activities, a financial reconciliation of all moneys owed and paid, along with remittance of any amounts owed to the Village.
9. 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, its State and Village liquor licenses, a Village Business License, and a State of Illinois tax identification number. Vendor's obligation to renew such permits and licenses shall be a material obligation arising under this Agreement.
10. Village Approval of Items to be Sold: The Village maintains the right to prohibit the sale or rental of any item by Vendor within the Village Green that the Village deems to be inappropriate.
11. Amplified Music Restriction and Events: All amplified music, as well as ambient music, shall comply with the appropriate Village of Hoffman Estates noise ordinances. Unamplified performances within or immediately adjacent to the graveled seating area are permitted. Any performances or use of the amphitheater or elsewhere within the Village Green shall be subject to the approval of the Village as follows: (i) the Village Green and amphitheater remain a public space which can be reserved on a first come, first served basis for uses described in accordance with the Village Green Policies and Procedures; and (ii) Vendor shall provide a description of the event to the Village in accordance with Paragraph 31. The Development Services Department will then determine if the event is in compliance with the Village Green Policies and Procedures. If so, the date/time will be reserved for Vendor. If the event requires a more extensive review, such event will need to obtain approval through the Village's special events process.
12. Signage: All proposed banners, signage, and advertising on or within the Leased Premises, the Village Green or within the Prairie Stone Business Park, must be in substantial conformance to the sign plan attached as Exhibit D. Signage depicted in Exhibit D-1 will be allowed. Additional off-site signage may be allowed in the locations displayed in Exhibit D-2, with prior approval by the Village Manager. Vendor shall pay for all signage. Signage must be removed by Vendor within fourteen (14) days following the end of the 2016 season and no later than November 14, 2016, or the expiration or termination of this Agreement.
13. Payments for Utilities: Vendor shall pay to the Village the monthly sum of two hundred fifty dollars (\$250) toward the cost of utilities. Payment is due fourteen (14) days after the end of each Sales Period.
14. 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 and pay for all supplies for the restrooms. A key deposit of twenty dollars (\$20.00) will be required should the locks need to be replaced.
15. Garbage: Vendor is responsible for maintaining the Leased Premises and the area adjacent to the Leased Premises in a state of cleanliness and repair. Accordingly, Vendor is 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, at its cost, may contract with the Sears Centre Arena to utilize its refuse services. If Vendor uses the Sears Centre Arena, then the Vendor shall be responsible for delivering the trash each day to the Sears Center Arena dumpster.
16. 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 where the designated parking spaces may be used by Vendor and its patrons. Patrons and Vendor may also use the Sears Centre Arena west parking lot during days when no events occur at the Sears Centre Arena.
  17. Pest and Bug Control: The Village typically provides mosquito control at the Village Green two (2) to four (4) times during the summer. Vendor shall be responsible for any additional mosquito control at the Village Green. Vendor shall also be responsible for pest control on the Leased Premises and adjacent to the Leased Premises.
  18. Vendor's Obligations for Maintenance and Minor Repairs: Vendor shall maintain the Leased Premises and adjacent gravel and concrete areas being used by Vendor in good order and be responsible to ensure the Vendor's operations on the Leased Premises are compliant with appropriate codes, laws, and regulations. At no cost to the Village, 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 Leased Premises or to those installed by Vendor. Vendor shall provide a refundable cash deposit or an Irrevocable Letter of Credit, in the amount of two thousand dollars (\$2,000), for any changes or damages which may be caused to the structure.
  19. Access to Storage Room: Vendor shall be permitted to use the storage room on the north side of the Leased Premises for a refrigeration unit and any other such storage as may be necessary for Vendor's daily operations.
  20. Outdoor Seating; Restoration: Vendor and Village shall together participate in a pre-season and post-season inspection of the Leased Premises and the Village Green, including the turf and concession building. The Village agrees that crushed stone may be used to increase the outdoor seating area from the current existing four thousand (4,000) square feet to up to six thousand (6,000) square feet, as depicted in Exhibit B. If additional stone is used, it shall be a three (3) inch gravel base with three (3) inches of limestone screenings as the top layer. The Vendor may make these changes at its expense. An additional cash deposit or an Irrevocable Letter of Credit in the amount of ten dollars (\$10.00) per square yard shall be provided by Vendor in advance to guarantee restoration of the grass when gravel is removed. Vendor may request an increase to the outdoor seating area greater than six thousand (6,000) square feet only with written permission from the Village Manager and upon Vendor providing in advance another cash deposit or Irrevocable Letter of Credit in the amount of ten dollars (\$10.00) per square yard for site restoration. Any damage resulting from the changes made by Vendor shall be replaced or restored at Vendor's sole expense. Upon the expiration or termination of this Agreement, Vendor shall restore the Leased Premises and gravel seating area in accordance with this Section 20, and replace gravel with six (6) inches of top soil and seeding with fescue mix, at Vendor's sole expense.
  21. Damage: Vendor shall be responsible for damage occurring as a result of its operations on the Leased Premises and upon the adjacent gravel and concrete eating areas. Within fourteen (14) days

of the discovery of any such damage, the Leased Premises or any area licensed for use by Vendor shall be restored by Vendor to the satisfaction of the Village.

22. Temporary Structures: Vendor shall be allowed to construct temporary structures in the areas immediately adjacent to the Leased Premises and licensed for use by the Vendor, such as sun shades, entrance arches, and umbrellas, in accordance with the Site Plan, attached as Exhibit B, at its expense. Any temporary or portable structure not on the attached Exhibit B, such as fire pits, tents, or outdoor propane heaters, may be allowed subject to prior written approval of the Village Manager. With the approval of the Village Manager, Vendor shall be permitted a gas grill within an enclosure for safety on a site adjacent to the Leased Premises. Charcoal grills are not allowed. All temporary structures shall be removed within fourteen (14) days after the end of each season, and upon the expiration or termination of this Agreement at Vendor's sole expense.
23. Removal of Equipment and Supplies: Upon expiration or termination of this Agreement for any reason, Vendor shall promptly remove, at its costs, all of its supplies, equipment, displays, and related items from the Leased Premises and shall restore the Leased Premises to a condition satisfactory to the Village. Any supplies, equipment, displays, or personal items not removed from the Leased Premises after thirty (30) days become the property of the Village.
24. Security: Vendor shall be responsible for the security of its patrons and customers.
25. Inspection by Village: Village shall retain at all times ownership and access rights to enter into and upon the Leased 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 Vendor's use of the Leased Premises. Should the Village need to enter the Leased Premises, the Village shall speak directly with Vendor at least twenty-four (24) hours prior to entering the Leased Premises. In the event of an emergency condition involving the condition of the Leased Premises and requiring the Village to enter immediately into and upon the Leased Premises to effect a repair, the Village shall notify Vendor as soon as practicable.
26. Audit: Vendor shall allow Village when and as it demands, 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, 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 (3) years after the expiration or termination of this Agreement.
27. Late Payment Penalty; Penalty:
  - A. Late Payment Penalty: In the event Vendor fails or omits to pay to Village the license fees when due hereunder, a late payment penalty equal to one percent (1%) of the unpaid license fee or fees shall be added for each month, or any portion thereof, that such license or fees remain unpaid, and the total of such late payment penalty shall be paid along with the license fees imposed by this Paragraph 27. The obligation for payment and calculation of the late payment penalty shall commence upon the day following the due dates established hereinabove in Paragraphs 6 and 7.

B. Penalty: Any person failing or omitting to pay license fees when due or failing or omitting to collect, account for or pay over these license fees, together with any late payment penalty, or failing to maintain or allow the examination or audit of the Vendor's records required herein, shall, in addition to any other payment penalty or fee provided by law, be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) for each offense, and each day a violation continues shall be considered a separate and distinct violation.

C. Audit: If, as a result of the annual audit required herein, additional amounts are disclosed to be due and owing to the Village as and for license fees, then any late payment penalty and penalty shall be calculated thereon in accordance with this Paragraph 27. Vendor shall remit to the Village within thirty (30) days following receipt of the audit report by the Village, any such additional amounts identified in the audit, including any late payment penalty and penalty thereon.

D. Non-exclusivity: These provisions permitting collection of a late payment penalty 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.

E. This Paragraph 27, however, shall not apply to the late payment of municipal food and beverage taxes as provided in Article 13 of the Village's Municipal Code, and to any sales taxes otherwise required by law.

28. Insurance: 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 coverages in the following minimum amounts for Vendor's property and operations anywhere within Village Green:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$3,000,000 General Aggregate
Automobile Liability Bodily Injury & Personal Damage All Autos-Owned, non-owned and or hired Uninsured Motorists	\$1,000,000 Per Accident
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 insureds on all insurance policies, and Vendor's policies shall be primary and non-contributory. 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 prior review and approval by the Village before the Leased Premises can be used by the Vendor.

Additional information as to policy form, retroactive date, discovery 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's Risk Manager, in his sole discretion.

Vendor's obligations under this Paragraph 28, including its obligation for the purchase and renewal of the required insurance coverages, shall be material obligations arising under this Agreement.

29. Indemnification: Village shall have no responsibility for any loss or damage to Vendor's personal property while in use or stored at or on the Leased Premises. To the fullest extent permitted by law, Vendor shall indemnify the Village for, and hold it harmless from all liability, claims, and demands of any kind, including attorneys' fees, 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 Vendor's operations on the Leased Premises and/or Village Green, 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. 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.

30. Notice to Parties: Any notice or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (i) if hand delivered, effective upon receipt or refusal, or (ii) if delivered by overnight courier service, effective on the day following delivery to such courier service, or (iii) if mailed by United States certified mail, postage prepaid, return receipt requested, effective on the second (2nd) business day after deposit in the United States mails; addressed in each case as follows:

If to Vendor: Andrew Hartman  
Managing Agent  
9196 Falcon Greens Drive  
Lakewood, IL 60014

If to the Village: Village of Hoffman Estates  
1900 Hassell Road  
Hoffman Estates, IL 60169  
ATTN: Village Manager

With copy to: Village of Hoffman Estates  
1900 Hassell Road  
Hoffman Estates, IL 60169  
ATTN: Village Clerk

31. Communications: Vendor's representatives will communicate directly with the Director of Economic Development or the Assistant Village Manager-Development Services regarding any general operational, lease/license, financial, or other ongoing matters related to Vendor's operations on the Village Green. Vendor will communicate directly with the designated staff liaisons for all issues regarding Thursday night concerts, the FourthFest, and the Platzkonzert.
32. Conduct: Vendor shall strive for quality customer service and a positive relationship with the Village. Vendor shall be prompt and responsive to requests from designated representatives and shall meet each requirement and timeframe included in this Agreement. Vendor's responsibilities contained in this Paragraph 32 are material obligations arising under this Agreement.
33. Events of Default; Remedies:
- A. Except as otherwise provided in this Paragraph 33, an "Event of Default" shall occur if any party hereto shall fail to fulfill any material obligation arising under this Agreement and such failure shall continue for a period of fifteen (15) calendar days after written notice of such failure; provided, if such failure to fulfill a material obligation hereunder is other than failure to pay any amount due and owing under this Agreement, and is of a type that cannot reasonably be cured within fifteen (15) calendar days, such failure shall not constitute an Event of Default if substantial steps to cure are commenced within the fifteen (15) calendar day period and diligently pursued to completion. In the event of the occurrence of an Event of Default, each party shall have all remedies available at law. The successful party in any litigation arising by reason of a claimed Event of Default shall be entitled to recover from the unsuccessful party all of the successful party's reasonable attorneys' fees, costs, and expenses incurred in enforcing this Agreement and/or incurred in seeking to enforce or collect any judgment or order rendered.
- B. In the event of Vendor's default in the performance of any material obligation hereunder, this Agreement shall terminate immediately. Such an event of default shall also include either party ceasing to do business as a going concern, or ceasing to pay its debts as they become due, or admitting in writing that it is unable to pay its debts as they become due, or becomes subject to any proceeding under any federal or state bankruptcy law, or a custodian or trustee is appointed to take possession of, or an attachment, execution, or other judicial seizure is made with respect to, substantially all of that party's interest in this Agreement.
- C. Village Remedies: The Village's Remedies in the event of Vendor's default shall include (but not be limited to) the right to terminate this Agreement or any of Vendor's rights hereunder, seek monetary damages, the right to remove, or cover or replace all signage, written, and other references to the Vendor.
- D. Vendor's Remedies: Vendor's Remedies in the event of Village's default shall include the right to terminate this Agreement and to recover monies then owed, if any, by Village to Vendor.
- E. Limitations: Neither party shall be liable under any circumstances for any consequential, indirect, or punitive damages.
34. Assignment and Subletting: Vendor may not assign this Agreement in whole or in part.
35. 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. This



Agreement does not create the relationship of principal and agent, nor shall any employee of Vendor be deemed to be an employee of the Village.

36. Beneficiary: There are no third party beneficiaries.
37. Authority: Vendor is a limited liability company, and 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 limited liability company, and that this Agreement is binding upon said limited liability company in accordance with its terms, without the joinder or approval of any other person.
38. 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.
39. Waiver: No waiver shall be effective unless in writing and executed by the party to be charged with such waiver, and no waiver shall be deemed to be a continuing waiver in respect of any subsequent breach or default, whether similar or dissimilar in nature, unless expressly so stated in writing.
40. Construction: In the event of a dispute between the Parties regarding this Agreement, this Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against either party.
41. Exhibits: Each one of the lettered exhibits attached to this Agreement and identified herein is expressly made a part hereof as though fully stated herein.
42. Headings: The headings set forth herein are for convenience of reference only and shall not be deemed to impair, enlarge, or otherwise affect the substantive meaning of any provision to which such heading may relate.
43. Governing Law/Venue: This Agreement, and all of the obligations of the Parties arising hereunder, shall be governed, construed, and interpreted in accordance with the laws of the State of Illinois (without giving effect to any Illinois "choice of laws" principles which would require construction under the laws of a different jurisdiction), and Cook County, Illinois, shall be deemed the proper venue for any action arising hereunder or in connection herewith.

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

**DASBIER GARDEN, LLC**

By \_\_\_\_\_ Date \_\_\_\_\_

Andrew Hartman  
Managing Agent  
9196 Falcon Greens Drive  
Lakewood, IL 60014

**Village of Hoffman Estates**

By \_\_\_\_\_ Date \_\_\_\_\_

William D. McLeod  
Village President

Attest:

\_\_\_\_\_  
Bev Romanoff  
Village Clerk

\_\_\_\_\_  
Date

## Exhibit A: Village Green Legal Description

P.I.N. #s: 01-32-302-027 and 01-32-302-028

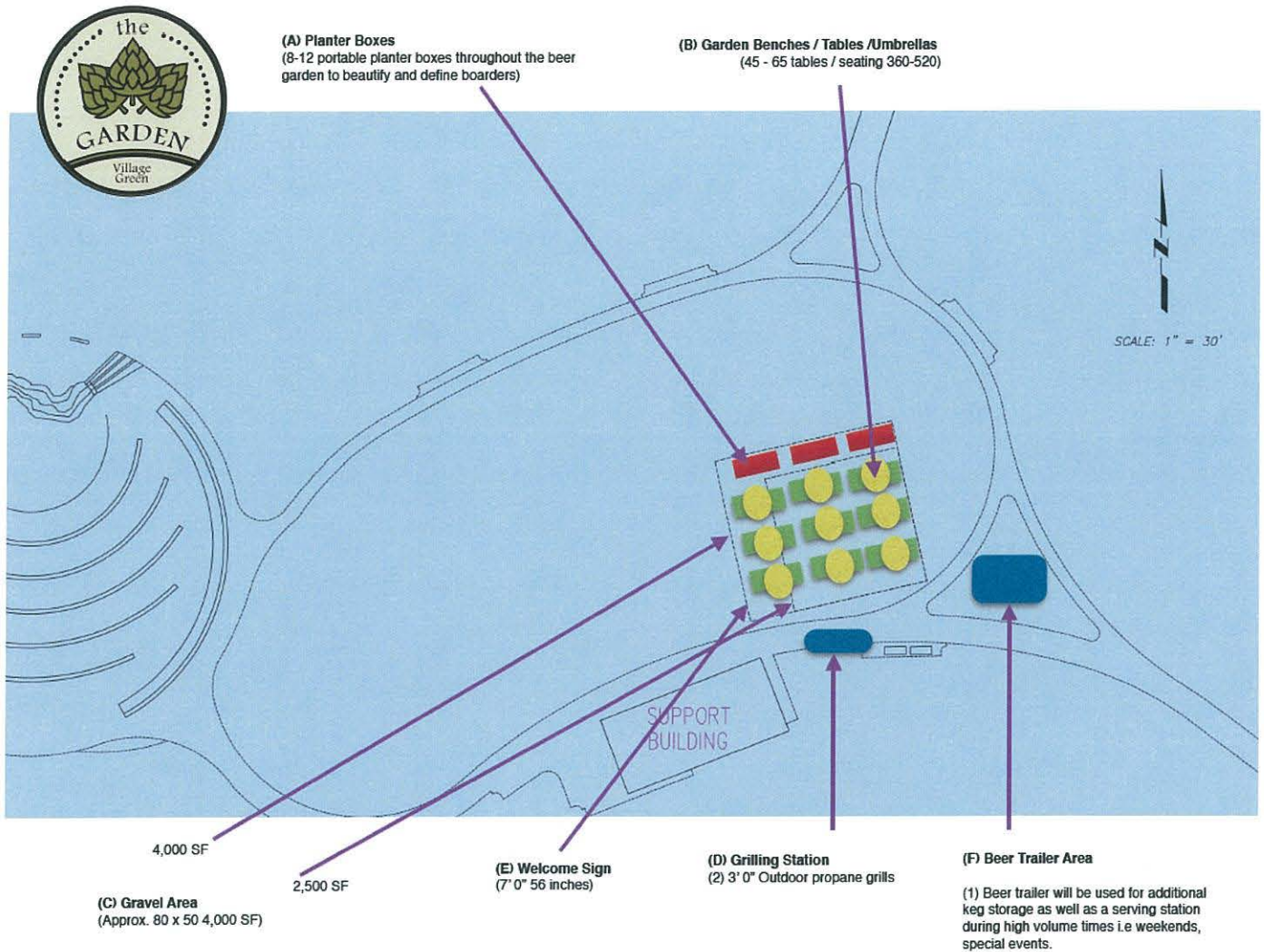
### VILLAGE GREEN

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

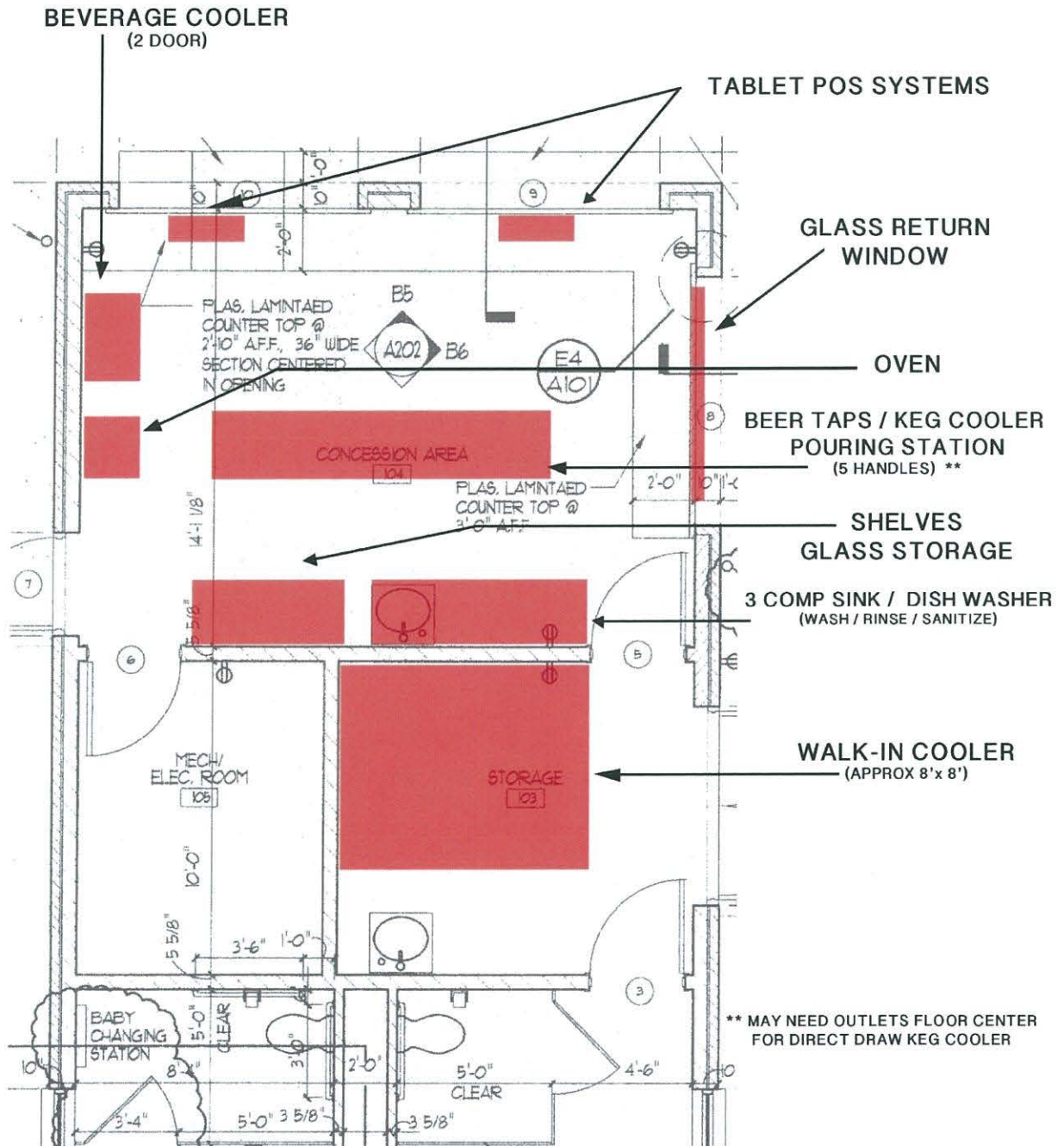


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**Exhibit C: Concession Building Plan (Leased Area)**

**BLUEPRINT PROPOSAL FOR HOFFMAN ESTATES  
VILLAGE GREEN BEER GARDEN**



Concession Building Plan

Exhibit D-1

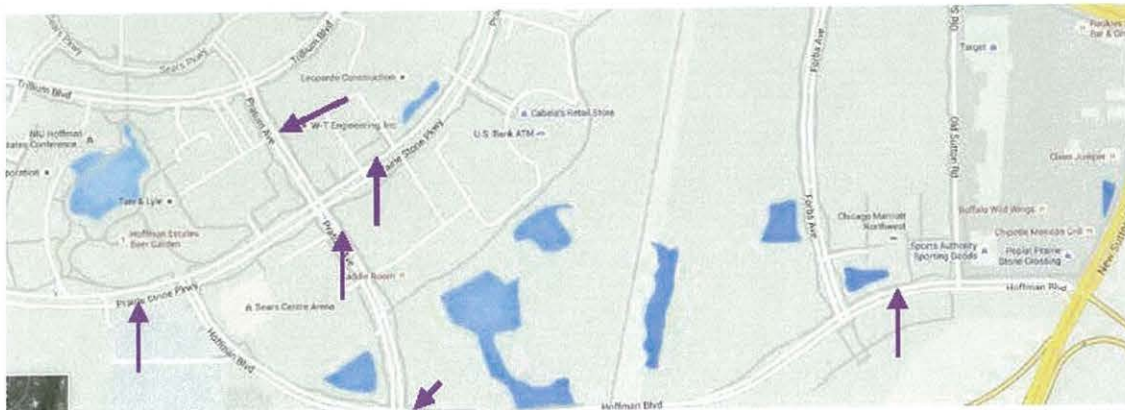


Existing signage in the Beer Garden & road sign off of Prairie Stone Parkway & Beverly Rd.



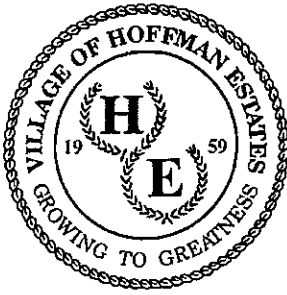
unattended.

# Exhibit D-2



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

**SUBMITTED TO: PLANNING, BUILDING & ZONING COMMITTEE**  
**BY: Peter Gugliotta, Director of Planning, Building and Code Enforcement** *PG*

**February 2017**

**PLANNING AND ZONING COMMISSION MEETINGS**

**February 1, 2017 Meeting**

- o CMIC Laboratory, 2860 Forbs – Site plan for Building Expansion (Approved)

**February 15, 2017 Upcoming Meeting**

- o Meeting cancelled – no petitioners

**March 1, 2017 Upcoming Meeting**

- o Hoffman Plaza - plat of subdivision and site plan amendment for redevelopment of south portion
- o 2017 Zoning Map Review

**March 15, 2017 Upcoming Meeting**

- o Amber Meadows Subdivision (former Beacon Pt. II) – Site plan and plat of subdivision for single family detached homes
- o Plum Farms, North side of Higgins, from Rt. 59 to CN RR Tracks – Preliminary and Final Subdivision Plat, Rezoning for mixed use development.
- o Zoning Code Text Amendments for new Traditional Neighborhood (TN) District and amended CMU District (proposed by Plum Farms).

**CURRENT ACTIVE PROJECT REVIEWS**

- Dunkin' Donuts/Baskin Robbins, Huntington Plaza – Final Plat of Subdivision & Site Plan for new outlot building
- 75/85 Golf Road (Village-owned property) – Plat of Resubdivision
- St. Alexius Hospital (Amita Health) – Master sign plan amendment
- 2800 N Barrington Rd (former La Quinta Inn) – Special use and site plan for façade and exterior site changes
- Denny's, outlot in Poplar-Prairie Stone Crossing – Site plan for new restaurant building
- Shell Gas Station and Car Wash, Golf/Barrington – Site plan for expansion and site changes
- Adesa, Beverly Road – Site plan amendment for above ground fuel tank
- Golf Rose Carwash, 105 E. Golf – special use and site plan amendment for car wash modifications
- Enclave Apartments, Salem/Bode – Site plan amendment for new clubhouse and site changes
- Webster Dental, 1475 Glen Lake – site plan for expansion
- Buffalo Wild Wings, 2540 Sutton Road – Site Plan Amendment for Façade Changes
- Mercedes-Benz/Motor Works – site plan amendment for building addition
- Cabela's – Resubdivision Plat to create new outlot and site plan for a new hotel
- Bergman Pointe – site plan amendment for Phase 2 grading revisions
- Level 10, 2495 Pembroke – site plan amendment for parking lot expansion

**POTENTIAL UPCOMING PROJECTS**

- Muller Woodfield Acura, 1149 W Golf Rd – Master sign plan Amendment
- Former Clark Gas Station and Car Wash, Golf/Barrington – Site plan for redevelopment with retail building
- 2354 - 2360 Hassell Rd. Offices – Site plan amendment for retail uses sidewalks, landscaping and other site changes
- 1745 N. Barrington (Former TGI Friday's) – site plan amendment for new restaurant
- Aldi, 375 W Higgins Rd. – Site plan amendment for building expansion and site changes
- Red Roof Inn, 2500 Hassell Rd – site plan amendment for minor facade changes
- Devonshire Woods, site plan approval for new individual home on single lot
- Hoffman Blvd/Parcel 23 – Conceptual site plan amendment
- Hoffman Blvd/Parcel 23 – Site Plan and subdivision for new fitness center
- Ace Hardware, Golf/Higgins Rds. – Site Plan amendment
- 4653 W. Higgins Rd., Chase Bank – Special use amendment for new bank

**GENERAL ACTIVITIES**

- The Planning and Code Divisions will have a new employee beginning on February 13<sup>th</sup> to fill the vacant Development Services Technician position. This position assists with many daily functions that overlap between Code and Planning.
- So far during 2017, Planning Division has experienced a high volume of site plan review requests. This is expected to continue at least through the spring, and possibly longer if additional projects come to fruition.
- Planning staff is working on an expedited timeframe to assist the owner of the Hoffman Plaza Shopping Center proceed through the Site Plan Review process as quickly as possible.
- Planning staff is working on an expedited timeframe to assist the Plum Farms project team coordinate the timing of Planning and Zoning Commission items with the timing for Annexations, Agreements, and TIF related items.

Site Plan Review Process	January		1st Quarter		Year to Date	
Number of administrative site plan cases completed	0	0% completed	0	0% completed	0	0% completed
Number of PZC site plan cases completed	1	administratively	1	administratively	1	administratively
Annual goal is to complete at least 65% of site plan cases through administrative review process						

Site Plan Review Timing	January		1st Quarter		Year to Date	
Number of cases processed within 105 days	1	100% completed within 105 days	1	100% completed within 105 days	1	100% completed within 105 days
Annual goal is to complete 100% of cases within 105 days						

Coordinating Planning & Code Efforts	January	1st Quarter	Year to Date	Year Target
Number of staff coordination meetings held	4	4	4	48

Economic Development Information Items	January	1st Quarter	Year to Date	Year Target
Number of visithoffman.com listings updated	2	2	2	100% updated within 5 days
Average number of Village signs in rotation on electronic Tollway sign	3	3	3	100% of time at least 2 signs in rotation
New digital signs produced for Tollway sign	0	0	0	6

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

- HUD approval was received for the Village’s Annual Action Plan (AAP), submitted in August 2016, had been approved. The annual plan will guide projects during the current program year (October 1, 2016 through September 30, 2017), and is the 3<sup>rd</sup> year of the Village’s 5-year Consolidated Plan.
- HUD approval was received for the Village’s Grant Agreement for the current program year (October 1, 2016 through September 30, 2017) in the amount of \$247,693. Funds were made available on February 2, 2017, allowing staff to finally draw funds for approved CDBG projects.
- Awaiting HUD feedback on the Consolidated Annual Performance and Evaluation Report (CAPER), which was submitted in December and provides a summary of the previous year’s accomplishments.
- Staff met with Northwest Housing Partnership (NWHP) regarding the renewal of their contract with the Village to administer the Single Family Rehabilitation (SFR) Program, and also proposed improved application procedures.

The information below is for the current CDBG Program Year (October 1, 2016 through September 30, 2017).

CDBG Expenditures and Reporting Ratio	January	2nd Quarter*	Year to Date	Current Reporting Ratio
	\$0	\$0	\$258,563.84	1.36
"Current Reporting Ratio" equals ratio of unspent funds to total allocated funds in program year. Permitted to hold up to 1.5 of yearly allocation.				

Housing Program Goals	January	2nd Quarter*	Year to Date	Year Target
Rehabilitation Projects completed	0	0	1	5
Housing & related issues education pieces released	2	2	2	5

\*The 2<sup>nd</sup> quarter of the CDBG Program Year runs from January 1 through March 31



**VILLAGE OF HOFFMAN ESTATES  
DEPARTMENT OF DEVELOPMENT SERVICES  
CODE ENFORCEMENT DIVISION MONTHLY REPORT**

**SUBMITTED TO: PLANNING, BUILDING & ZONING COMMITTEE**  
**BY: Peter Gugliotta, Director of Planning, Building and Code Enforcement** *PG*

**February 2017**

**GENERAL ACTIVITIES**

- On January 10, 2017, Jeff Mattes & Ray Norton attended the NWBOCA meeting on new changes in engineered wood products in Schaumburg.
- On January 24, 2017, John Shogren attended the Fox Valley Chapter IPIA meeting in Aurora.
- Code Enforcement processed a total of 27 Freedom of Information Act requests related to building and code issues during the month of January.
- The initial asbestos-related interior demolition permit has been issued for the vacant southern building at the Hoffman Plaza Shopping Center and work is underway. Code staff is working to issue the full demolition permit as soon as possible to allow the removal of the "appendage" portion of the southern building in preparation for the planned renovation work.

**RENTAL HOUSING LICENSE AND INSPECTION PROGRAM**

- There are currently 2,183 rental properties registered (including those who have not yet renewed). During the month of January, 29 owners closed their existing licenses because they were no longer renting, however, the total number of registrations actually increased slightly due to staff's diligent work pursuing other unlicensed rental properties.
- The 2017 annual renewal process is winding down, with roughly 130 properties remaining to renew. Initial renewal letters were sent on December 9, 2016, and a reminder email blast was sent in early January, prior to the January 13, 2017 deadline. Any property renewing after the deadline has been assessed a penalty in accordance with Village Code. Penalties increase every 30 days a renewal is delinquent, with the next increase scheduled for February 15<sup>th</sup>.
- With most rental properties having completed the renewal process by this date, approximately **46%** renewed using the new online process this year. That percentage remained consistent throughout the entire renewal timeframe.
- Staff continues to pursue registration of new rental properties recently through property maintenance complaints, water billing account changes, and other means.

2017 Construction Inspections

Inspection	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Structural	70	0	0	0	0	0	0	0	0	0	0	0	70
Electrical	25	0	0	0	0	0	0	0	0	0	0	0	25
Plumbing	61	0	0	0	0	0	0	0	0	0	0	0	61
Mechanical	26	0	0	0	0	0	0	0	0	0	0	0	26
Other	46	0	0	0	0	0	0	0	0	0	0	0	46
Fence	6	0	0	0	0	0	0	0	0	0	0	0	6
Roof/Siding	32	0	0	0	0	0	0	0	0	0	0	0	32
Patio/Driveway	54	0	0	0	0	0	0	0	0	0	0	0	54
Deck	1	0	0	0	0	0	0	0	0	0	0	0	1
Shed	1	0	0	0	0	0	0	0	0	0	0	0	1
Sewer	3	0	0	0	0	0	0	0	0	0	0	0	3
<b>Total</b>	<b>325</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>325</b>

2017 Fire Inspections

Inspection	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Annual	108	0	0	0	0	0	0	0	0	0	0	0	108
Reinspections	54	0	0	0	0	0	0	0	0	0	0	0	54
Business Licenses	7	0	0	0	0	0	0	0	0	0	0	0	7
<b>Total</b>	<b>169</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>169</b>

There are approximately 2,010 total addresses subject to annual Fire inspections (this number fluctuates based on businesses opening/closing).

2017 Rental Inspections

Inspection	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Annual	149	0	0	0	0	0	0	0	0	0	0	0	149
Reinspections	71	0	0	0	0	0	0	0	0	0	0	0	71
<b>Total</b>	<b>220</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>220</b>

There are approximately 2,183 total rental properties subject to annual inspections (this number fluctuates based on new registrants and owners who choose to no longer rent their properties).

Inspection Services Performance	January	1st Quarter	Year to Date	Year Target
Percentage of building inspections within 24 hr. notice	98%	98%	98%	95% within 24 hr. notice
Percentage of annual fire inspections completed*	5.4%	5.4%	5.4%	95% of total
Percentage of annual rental inspections completed	6.8%	6.8%	6.8%	100% of total**

\*Note: There is a Fire Inspector position currently vacant.

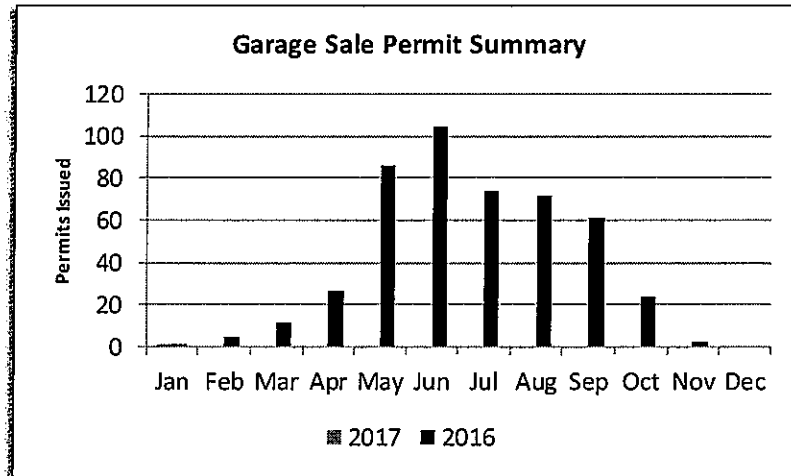
\*\* Note: The total number of licensed properties fluctuates and therefore this percentage may not equal 100% at year-end.

2017 Code Enforcement Emergency After-Hours Call Outs

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
0	0	0	0	0	0	0	0	0	0	0	0	0

Garage Sales

Year	2017	2016
Jan	1	1
Feb	0	5
Mar	0	12
Apr	0	27
May	0	86
Jun	0	105
Jul	0	74
Aug	0	72
Sep	0	61
Oct	0	24
Nov	0	3
Dec	0	0
<b>Total</b>	<b>1</b>	<b>470</b>

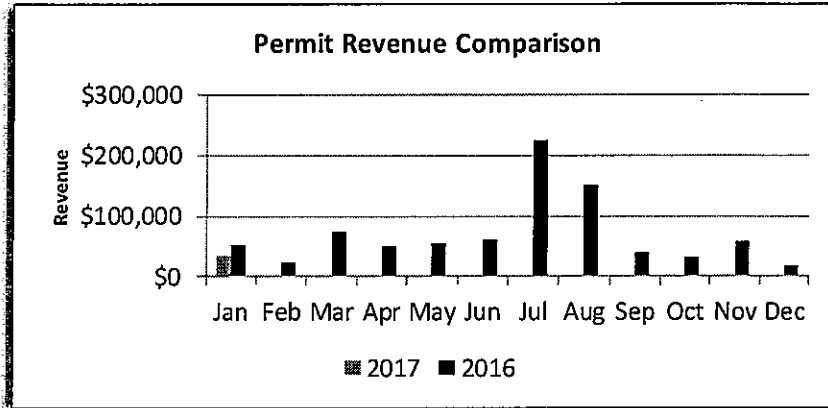


2017 Building and Fire Permits Issued

Permit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2017 YTD	2016 Total
<b>Building Permits</b>														
Commercial Remodeling	5	0	0	0	0	0	0	0	0	0	0	0	5	92
Community Residence	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Demolition	0	0	0	0	0	0	0	0	0	0	0	0	0	12
Driveways	0	0	0	0	0	0	0	0	0	0	0	0	0	264
Electrical	0	0	0	0	0	0	0	0	0	0	0	0	0	35
Fences	0	0	0	0	0	0	0	0	0	0	0	0	0	210
Mechanical	15	0	0	0	0	0	0	0	0	0	0	0	15	220
Miscellaneous Permits	23	0	0	0	0	0	0	0	0	0	0	0	23	539
Multi-Family Remodeling	0	0	0	0	0	0	0	0	0	0	0	0	0	57
New Commercial	0	0	0	0	0	0	0	0	0	0	0	0	0	22
Plumbing	18	0	0	0	0	0	0	0	0	0	0	0	18	229
Pools	0	0	0	0	0	0	0	0	0	0	0	0	0	10
Residential Decks & Patios	0	0	0	0	0	0	0	0	0	0	0	0	0	192
Residential Garages	0	0	0	0	0	0	0	0	0	0	0	0	0	3
Residential Remodeling	13	0	0	0	0	0	0	0	0	0	0	0	13	168
Residential Sheds	1	0	0	0	0	0	0	0	0	0	0	0	1	45
Roofs/Siding	7	0	0	0	0	0	0	0	0	0	0	0	7	713
Signs	2	0	0	0	0	0	0	0	0	0	0	0	2	104
New Single Family Residences	1	0	0	0	0	0	0	0	0	0	0	0	1	30
<b>Fire Permits</b>														
Automatic Fire Alarms	2	0	0	0	0	0	0	0	0	0	0	0	2	58
Fuel Storage Tanks	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hood & Duct	0	0	0	0	0	0	0	0	0	0	0	0	0	26
Automatic Sprinklers	12	0	0	0	0	0	0	0	0	0	0	0	12	112
Lock Boxes	1	0	0	0	0	0	0	0	0	0	0	0	1	30
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	13
<b>2017 Total</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100</b>	
<b>2016 Total</b>	<b>115</b>	<b>129</b>	<b>243</b>	<b>354</b>	<b>344</b>	<b>406</b>	<b>312</b>	<b>341</b>	<b>267</b>	<b>259</b>	<b>282</b>	<b>132</b>		<b>3184</b>

**Permit Revenue**

Year:	2017	2016
Jan	\$33,383	\$52,612
Feb	\$0	\$24,022
Mar	\$0	\$74,073
Apr	\$0	\$51,063
May	\$0	\$54,167
Jun	\$0	\$60,943
Jul	\$0	\$223,428
Aug	\$0	\$149,227
Sep	\$0	\$39,820
Oct	\$0	\$30,925
Nov	\$0	\$56,610
Dec	\$0	\$16,776
<b>Total</b>	<b>\$33,383</b>	<b>\$833,666</b>



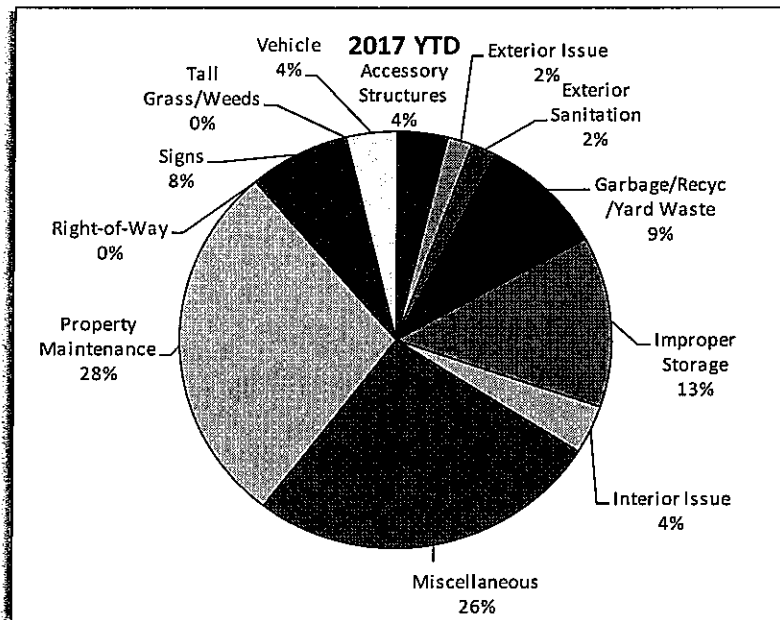
2017 Budget: \$650,000

Total Revenue includes building permits, fire permits and Temporary Certificates of Occupancy.

<b>Building Permit Processing Performance</b>	<b>January</b>	<b>1st Quarter</b>	<b>Year to Date</b>	<b>Year Target</b>
Percentage of permits entered in computer within 24 hours of submittal	99%	99%	99%	95% within 24 hours
Percentage of permit plan reviews completed within 10 business days	98%	98%	98%	95% within 10 days
Percentage of final permits processed within 48 hours of plan approval	98%	98%	98%	90% within 48 hours

2017 Property Maintenance Summary Report

Violation	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2017 YTD	2016 Total
Accessory Structures	2	0	0	0	0	0	0	0	0	0	0	0	2	55
Exterior Issue	1	0	0	0	0	0	0	0	0	0	0	0	1	48
Exterior Sanitation	1	0	0	0	0	0	0	0	0	0	0	0	1	23
Garbage/Recyc/Yard Waste	5	0	0	0	0	0	0	0	0	0	0	0	5	125
Improper Storage	7	0	0	0	0	0	0	0	0	0	0	0	7	172
Interior Issue	2	0	0	0	0	0	0	0	0	0	0	0	2	10
Miscellaneous	14	0	0	0	0	0	0	0	0	0	0	0	14	289
Property Maintenance	15	0	0	0	0	0	0	0	0	0	0	0	15	233
Right-of-Way	0	0	0	0	0	0	0	0	0	0	0	0	0	115
Signs	4	0	0	0	0	0	0	0	0	0	0	0	4	43
Tall Grass/Weeds	0	0	0	0	0	0	0	0	0	0	0	0	0	469
Vehicle	2	0	0	0	0	0	0	0	0	0	0	0	2	55
<b>2017 Total</b>	<b>53</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>53</b>	
<b>2016 Total</b>	<b>67</b>	<b>63</b>	<b>60</b>	<b>92</b>	<b>258</b>	<b>250</b>	<b>153</b>	<b>215</b>	<b>190</b>	<b>91</b>	<b>107</b>	<b>91</b>		<b>1637</b>



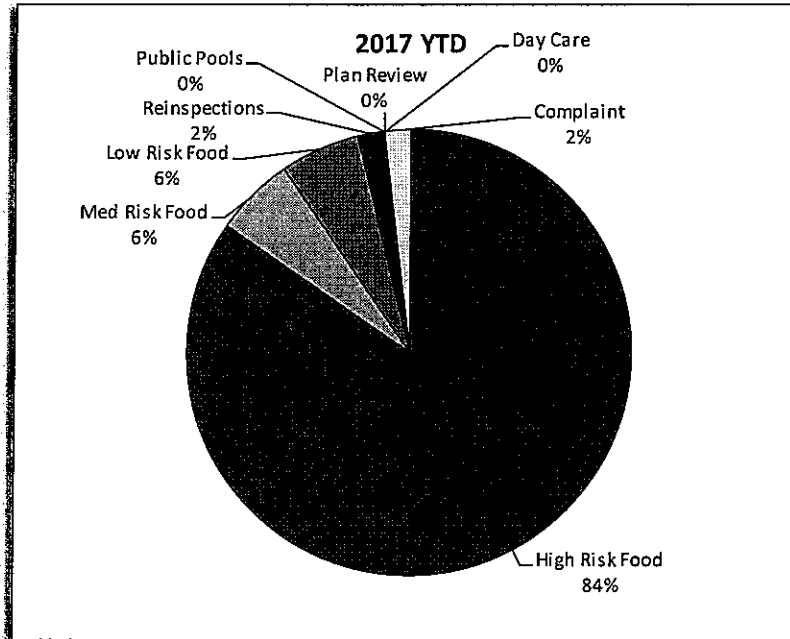
2017 Citations Issued

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
15	0	0	0	0	0	0	0	0	0	0	0	15

Inspection Services Performance	January	1st Quarter	Year to Date	Year Target
Percentage of property maintenance inspections completed within 24 hours of notice	98%	98%	98%	95% within 24 hr. notice

2017 Environmental Health Inspection Report

Activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
High Risk Food	44	0	0	0	0	0	0	0	0	0	0	0	44
Med Risk Food	3	0	0	0	0	0	0	0	0	0	0	0	3
Low Risk Food	3	0	0	0	0	0	0	0	0	0	0	0	3
Reinspections	1	0	0	0	0	0	0	0	0	0	0	0	1
Public Pools	0	0	0	0	0	0	0	0	0	0	0	0	0
Plan Review	0	0	0	0	0	0	0	0	0	0	0	0	0
Day Care	0	0	0	0	0	0	0	0	0	0	0	0	0
Complaint	1	0	0	0	0	0	0	0	0	0	0	0	1
<b>Total</b>	<b>52</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>52</b>



Food establishments are divided into the risk categories of high, moderate or low, and planned inspections are performed three, two, or one time each year respectively. 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. There are approximately 265 facilities that require a total of approximately 480 planned inspections throughout the year (this number fluctuates based on businesses opening/closing).

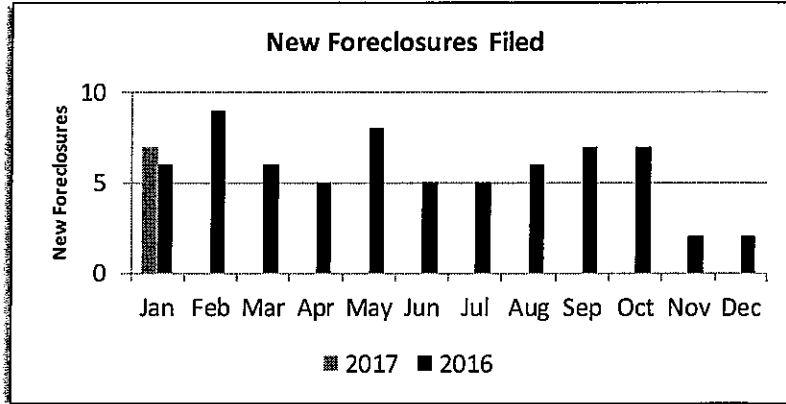
Inspection Services Performance	January	1st Quarter	Year to Date	Year Target
Percentage of annual food health inspections completed	10.4%	10.4%	10.4%*	100% of total

\*Note: The total number of inspection properties fluctuates and therefore the year to date number may not equal 100%.



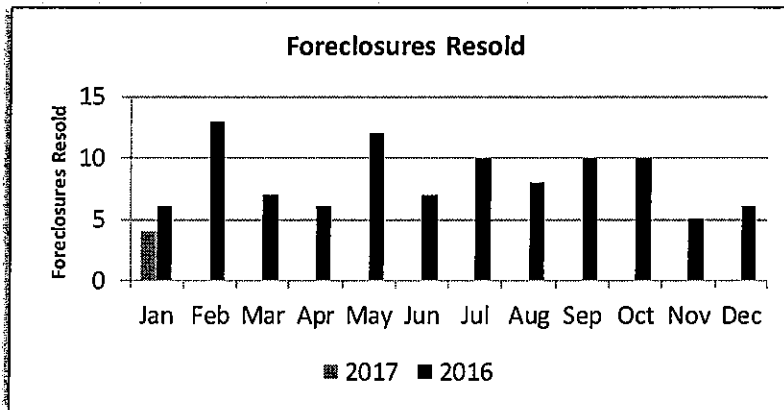
**New Foreclosures Filed**

Year	2017	2016
Jan	7	6
Feb	0	9
Mar	0	6
Apr	0	5
May	0	8
Jun	0	5
Jul	0	5
Aug	0	6
Sep	0	7
Oct	0	7
Nov	0	2
Dec	0	2
<b>Total</b>	<b>7</b>	<b>68</b>



**Foreclosures Resold**

Year	2017	2016
Jan	4	6
Feb	0	13
Mar	0	7
Apr	0	6
May	0	12
Jun	0	7
Jul	0	10
Aug	0	8
Sep	0	10
Oct	0	10
Nov	0	5
Dec	0	6
<b>Total</b>	<b>4</b>	<b>100</b>



# ECONOMIC DEVELOPMENT & TOURISM MONTHLY REPORT

## FEBRUARY 2017



### General

- Ongoing phone calls, emails and meetings with shopping center owners, brokers and property owners.
- Updated the Village's available properties database through Location One Information System (LOIS). The properties are updated bi-weekly.
- Designed and developed ads for online and print publications to promote Hoffman Estates including an ad and article for the Hoffman Estates Chamber of Commerce Annual Directory.
- Met with business owners and developers looking for sites in Hoffman Estates.
- Continued working with the Village's TIF consultant to review documents provided by the Plum Farms team regarding the development of their 185 acres.
- Continued negotiations with Sterling Organization regarding a redevelopment agreement for Hoffman Plaza within the TIF district. The RDA would include public improvements, a new anchor retailer and, other new revenue sources.
- Completed liaison duties to the Arts Commission by updating the website, sending e-blast reminders to their database, and following up with contract approvals for the Summer Concert Series performers.
- Continued planning and hosted an event with the Windy City Bulls and ICSC to promote 59-90 and the latest development projects. More than 50 brokers, developers, land owners and retailers attended the event with a panel of speakers featuring the CEO of Starwood Retail Properties, an executive from the Chicago Bulls, the President of the WCB and the Arena's General Manager
- Passed the CEcD exam prior to attending the International Economic Development Council's Leadership Conference in Jacksonville! Mr. Kramer is now a Certified Economic Developer which brings notoriety not only to himself but credibility to the Director of Economic Development position and the Village's economic development efforts.
- Attended the:
  - Monthly Membership Committee meeting of the Chamber of Commerce
  - Annual IEDC Leadership Conference
  - Annual Hoffman Estates Chamber of Commerce Celebration of Excellence Awards
  - Annual Commercial Real Estate Forecast Conference
  - Monthly Golden Corridor Maker Space meeting
  - Arts Commission meeting
  - Ribbon cuttings of several Hoffman Estates businesses
  - Design Team meetings of Next Level Northwest

## Office/Industrial

- COUNTY NEWS: The Cook County Business and Economic Development Subcommittee will consider an amendment to the Tax Incentive Ordinance in March which includes the 6b, 7c and other property tax reduction programs. The proposed amendments would require all recipients to comply with the proposed living wage ordinance, an economic disclosure statement and allow for a revocation clause should a company not perform.
- Staff has begun outreach contacts for 2017 BRE. The goal for 2017 is to conduct 15 formal business survey visits.
- Continued support in the formation of Next Level Northwest. The group met several times and identified consultants to help form the 501c, develop a marketing and branding package which includes a logo and slogan, and guide the group until a formal board of directors are appointed.

## Retail

- Began preparations for the ICSC RECon show in Las Vegas in May. The booth has been booked for the South Hall and new exhibits and handouts are being designed.
- Continued participation on the planning committee for the upcoming ICSC P3 event in March by leading the roundtable sub-committee to book leaders for each roundtable. The Village will also have a booth at this event during the evening networking and cocktail hour.

## Tourism

### SALVATION ARMY CONGRESS - JUNE 6-12 - SEARS CENTRE ARENA

- Working with organizers to assist in providing lodging, feeding, and transportation options for 4,000 attendees of this event coming from all parts of the world. Coordinating efforts of partner Convention Bureaus (MEET Chicago NW and Elgin/Fox Valley), as guests will be staying in preferred properties from Elgin to Schaumburg. Chicago Marriott NW is host hotel but not available for general attendees - only designated VIPs and event organizers. Four additional hotels were selected in Hoffman Estates based upon their rate quotes and room type availability after touring decision makers last October (Hilton Garden Inn, Hyatt Place, Hampton Inn and Suites, Quality Inn). Provided information and contacts for rental of Village Green, food services provided by Levy Foods, food truck operators, and Beer Garden. Provided contacts and quotes for desired shuttle services from several vendors. Provided contacts and suggestions for child play/daycare/activity areas during conference (Hoffman Estates Park District, Main Event, and area Park District facilities). Worked with event organizers to determine guest flow and availability to create "service alerts" for adjacent Hoffman Estates restaurants advising when thousands would be on their own in an effort to capture diners. Provided maps and dining guide, as well as direct booking links for Village hotels to ensure our hotels fill first. Gathering materials for VIP welcome bags to be distributed at each preferred hotel.

## **Tourism (Cont.)**

### **BAD ASS DASH - ILLINOIS TACTICAL OFFICERS ASSOCIATION (ITOA) - JULY 8, 2017 - SEARS CENTRE ARENA**

- Under new ownership, this obstacle type challenge event returns to the Sears Centre Arena. We are the ONLY Illinois event (previously a second event was also held in Rosemont). Connected event organizers with ITOA for consideration as partner non-profit (previously BAD was in partnership with Autism Speaks). This partnership would provide a synergistic event for membership of ITOA (tactical officers from Police Departments throughout Illinois) while allowing them to raise funds to offset officers' costs to participate in tactical training certification programs. The ITOA symposium held at Stonegate in 2016 will not return, as members requested they return to a full service hotel property in Oak Brook, allowing organizers to stay on-site. Promoted Sears Centre Arena location to ITOA as a dramatic alternative to typical hotel or conference center in an effort to work past their refusal to host event at a location without an attached hotel. Partnering ITOA with BAD allows membership to experience Sears Centre Arena set as it might be for their tactical training exercises if event were to return to Hoffman Estates in 2018.

### **RANDOM ACTS OF KINDNESS - FEBRUARY 2017 - SENIOR HOUSING AND ACTIVITY CENTERS - HOFFMAN ESTATES CHAMBER OF COMMERCE**

- Organizing annual effort to have School District 54 students create handmade Valentines that we then distribute at area senior housing and activity centers. Redefined distribution list for 2017 to include all senior housing and activity centers in the Chamber membership. Called each to establish resident activity coordinator contact and number of cards desired. This listing allows us a direct contact not only for RAK activities, but to extend an invitation to their ambulatory/active residents to participate when the Hoffman Estates Senior Commission hosts monthly events and appropriate Sears Centre Arena events. Coordinated Hoffman Estates High School wrestlers and cheer squad participation to distribute Valentines and entertain at annual Alden Poplar Creek Center crowning of Valentine King/Queen.

### **MEETINGS/ACTIVITIES**

- Toured Potential hotel development group - Possible limited and full service hotel project.
- Met with Meet Chicago NW and Elgin/Fox Valley CVBs to strategize Salvation Army event in 2017
- Met with management team of Quality Inn to assist in repositioning the property.
- Attended Chamber of Commerce Celebration of Excellence Event.
- Met with Hawthorn Suites regional manager regarding new sales leader at Village location.
- Ongoing field meetings with Village restaurants to solicit their participation as food vendors for Northwest 4th Fest.

## **Tourism (Cont.)**

- Contacted all fest food vendors from 2016 to gage their availability and interest in returning to Northwest 4th Fest.
- Met with Ala Carte Entertainment who are interested in selling food items at Northwest 4th Fest.
- Contacted Levy Foods who are interested in selling food items at Northwest 4th Fest.
- Spoke with UniMart Hoffman Estates to discuss their desired food items as a vendor at Northwest 4th Fest.
- Met with India House to determine their desired food items as a vendor at Northwest 4th Fest.
- Ongoing solicitation of activity providers and vendors for Celtic Fest on April 29, 2017.
- Nominated Target Hoffman Estates, Sugar Jones, and Chicago Marriott NW for Great Citizens Award to thank and recognize their efforts and contributions on behalf of our Shop with a Cop Program in 2016.



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Kevin Kramer, Director of Economic Development



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Linda Scheck, Director of Tourism & Business Retention