AGENDA PLANNING, BUILDING AND ZONING COMMITTEE Village of Hoffman Estates March 20, 2017

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

Members:

Karen Mills, Chairperson

Gayle Vandenbergh, Vice Chairperson

Gary Stanton, Trustee

Anna Newell, Trustee Gary Pilafas, Trustee Michael Gaeta, Trustee William McLeod, Mayor

I. Roll Call

II. Approval of Minutes -

February 6, 2017 (Special Meeting)

February 13, 2017

NEW BUSINESS

- 1. Request by Gill Management, Inc. for a site plan amendment (Landscape Code Waiver: Article 10-4) at the Burger King restaurant located at 2599 West Higgins Road to allow stone in lieu of organic wood mulch in planting beds.
- 2. Request approval of a Builder's Agreement and Release from Annexation Agreement by and between the Village of Hoffman Estates and CalAtlantic Group Inc. for the property located at the northeast corner of Shoe Factory Road and Essex Drive for a 108 lot single family detached subdivision (Amber Meadows).
- 3. Request approval of an Intergovernmental Agreement Next Level Northwest Business Accelerator.
- 4. Request approval of North West Housing Partnership as subrecipient to administer the Community Development Block Grant (CDBG) Single-Family Rehabilitation Project and to approve execution of the proposed Subrecipient Agreement.
- 5. Request authorization to waive bidding and purchase replacement Code Enforcement Division vehicle Unit C99A through Suburban Purchasing Cooperative Contract from Currie Motors, Frankfort, IL, in an amount not to exceed \$20,600.
- 6. Request approval of a resolution adopting the 2017 zoning map.
- 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

SPECIAL PLANNING, BUILDING & ZONING COMMITTEE MEETING MINUTES

February 6, 2017

I. Roll Call

Members in Attendance:

Karen Mills, Chairperson

Gayle Vandenbergh, 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

Arthur Janura, Corporation Counsel Mark Koplin, Asst. Village Mgr., Dev. Dan O'Malley – Deputy Village Manager Kevin Kramer, Economic Dev. Director Patti Cross, Asst. Corporation Counsel

Patrick Seger, Director HRM

Greg Poulos, Assistance Police Chief Ryan Johnson, Management Analyst

Jeffrey Jorian, Fire Chief

Joe Nebel, Director of Public Works
Rachel Musiala, Director of Finance
Fred Besenhoffer, Director of IS
Dr. Monica Saavedra, Director of HHS
Ben Gibbs, GM Sears Centre Arena
Greg Schuldt, Deputy Fire Chief
Bruce Anderson, CATV Coordinator

Others in Attendance:

Yousuf Ahmed and Alicia Guerrero (Levy)

The Special Planning, Building & Zoning Committee meeting was called to order at 7:13 p.m.

NEW BUSINESS

1. Request approval of a Resolution establishing a TIF public hearing date and a date for the Joint Review Board to meet, both to consider the request for establishing a Tax Increment Financing District on the 184 acres north of Route 72, west of Route 59, and east of the CN Railroad (Plum Farms).

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

Trustee Mills asked for clarification on the process. Mr. Norris indicated the Village is following the statutory requirements and provided dates for upcoming meetings.

Mayor McLeod noted he does not favor residential TIFs and will not support the initiative.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to approve a Resolution establishing a TIF public hearing date and a date for the Joint Review Board to meet, both to consider the request for establishing a Tax Increment Financing District on the 184 acres north of Route 72, west of Route 59, and east of the

SP. Planning, Building & Zoning Committee	-2-	February 6, 2017
CN Railroad (Plum Farms). Voice vote taken. Ayes: Pilafe Newell, McLeod. Motion carried.	as, Gaeta, Mills,	, Stanton, Vandenbergh. Nays:
II. Adjournment		
Motion by Trustee Gaeta, seconded by Trustee Pilafas, to taken. All ayes. Motion carried.	adjourn the me	eeting at 7:15 p.m. Voice vote
Minutes submitted by:		
Jennifer Djordjevic, Director of Operations and Outreach / Office of the Mayor and Board	Date	

Village of Hoffman Estates

DRAFT

PLANNING, BUILDING & ZONING COMMITTEE MEETING MINUTES

February 13, 2017

I. Roll Call

Members in Attendance: Gayle Vandenbergh, Vice Chairperson

Gary Stanton, Trustee Anna Newell, Trustee Gary Pilafas, Trustee Michael Gaeta, Trustee

William D. McLeod, Village President

Absent Members: Karen Mills, Chairperson

Management Team Members

in Attendance: Jim Norris, Village Manager

Arthur Janura, Corporation Counsel Mark Koplin, Asst. Village Mgr., Dev. Peter Gugliotta, Director of Planning

Mike Hankey, Dir. Of Trans. and Engineering

Kevin Kramer, Economic Dev. Director Patti Cross, Asst. Corporation Counsel

Patrick Seger, Director HRM

Jordan Lester, Administrative Intern

Others in Attendance: Michelle Pilafas, Eric Peterson (Daily Herald), Omar

Rodriguez (CalAtlantic), Eric Grabowski and Mike MacKinnon (Ricky Rockets), Andrew Hartman

(Dasbier Garden, LLC)

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

II. Approval of Minutes - January 9, 2017

Motion by Mayor McLeod, seconded by Trustee Pilafas, to approve the Planning, Building and Zoning Committee Meeting minutes from January 9, 2017. Voice vote taken. All ayes. Motion carried.

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.

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

Trustee Pilafas provided several complimentary comments to Ricky Rockets representatives.

Trustee Stanton inquired if there has been discussion about Golf Road expansion. Mr. Gugliotta indicated Golf Road is not part of the SRI study which is focused on Barrington Road. Mr. Hankey also provided comments on the study and possible outcomes.

Trustee Pilafas asked if the gas station would stay a Shell. Ricky Rockets representatives indicated it would.

-2-

Mr. Grabowski and Mr. MacKinnon presented concepts and brief comments on behalf of Rick Heidner (Ricky Rockets).

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.

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

Mr. Grabowski and Mr. MacKinnon provided background on the proposed project.

Mr. Gugliotta reiterated the background on the Barrington Road Study and possible implications of road expansion.

Trustee Gaeta inquired what types of tenants would occupy the space. Mr. Grabowski and Mr. MacKinnon provided information on possible tenants.

Mr. Grabowski and Mr. MacKinnon presented concepts and brief comments on behalf of Rick Heidner (Ricky Rockets).

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.

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

Mr. Koplin provided history of the wall construction, relationship of the construction to underground utilities and reason for request.

Trustee Vandenbergh noted a zip code correction was needed on page 4 of the agreement.

Trustee Gaeta inquired about aspects of the wall; height, material and date of completion. Mr. Koplin provided background on the construction.

Mr. Stanton asked how far the utilities are from the wall. Mr. Koplin provided location of utilities.

Mr. Norris provided further comments on the reason for request.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to approve a restrictive Covenant and License Agreement for maintenance of a retaining wall in the right of way. Voice vote taken. All ayes. Motion carried.

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

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

Mr. Rodriguez provided background on the project and comments on the proposed amendments to the site plan.

Mr. Gugliotta provided additional comments on the plan.

Trustee Stanton inquired about the list price of the model. Mr. Rodriguez indicated the model would start in the \$390s.

Trustee Pilafas inquired about the number of lots sold and asked if the Ridgefield model is in the mix of models already sold. Mr. Rodriguez confirmed the Ridgefield model is among the models sold.

Trustee Gaeta inquired if the front of the home conforms with other homes offering brick facades. Mr. Rodriguez confirmed it would.

Mr. Norris clarified Mr. Rodriguez's response to Trustee Gaeta.

Trustee Vandenbergh asked if the façade of the home would be made of face brick or full masonry brick. Mr. Rodriguez indicated the brick construct will vary depending where on the house it will be located.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to approve a minor site plan amendment to add an additional house model at Devonshire Woods Estates. Voice vote taken. All ayes. Motion carried.

5. Request approval of an ordinance declaring Village owned land as surplus and authorizing public notice of negotiations to acquire and redevelop Village property.

An item summary sheet from Art Januara, Mark Koplin and Kevin Kramer was presented to Committee.

Mr. Norris provided background and comments on the status of the property.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to approve an ordinance declaring Village owned land as surplus and authorizing public notice of negotiations to acquire and redevelop Village property. Voice vote taken. All ayes. Motion carried.

- 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 Fourth Fest

Mr. Koplin provided historical perspective on Dasbier Garden's involvement with Platzkonzert and Fourth Fest and outlined the current request.

Trustee Gaeta inquired about the type of food being served by Dasbier Garden at the Platzkonzert. Mr. Koplin and Mr. Norris commented on the food selection and the decision by the Commission for Dasbier Garden to serve just pretzels and beer.

Mr. Hartman indicated the arrangement was acceptable to him.

Trustee Pilafas commented on the Platzkonzert and partnering with Dasbier Garden.

Trustee Vandenbergh noted several compliments were made regarding Dasbier Garden's involvement in the Platzkonzert.

Mr. Koplin indicated the desire of the Platzkonzert Commission to reduce the alcohol vendor participation fee for Dasbier Garden and provided reasoning for the request.

Motion by Trustee Gaeta, seconded by Trustee Stanton, to amend a two year agreement between the Village of Hoffman Estates and Dasbier Garden, LLC for the Village beer garden (2016 – 2017) regarding a) participation in the Platzkonzert event in 2017 (section 7.c.3) and b) section 7.b Fourth Fest. Voice vote taken. All ayes. Motion carried.

7. 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 approve the Department of Development Services monthly report for Planning Division. Voice vote taken. All ayes. Motion carried.

8. 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 Pilafas, to approve the Department of Development Services monthly report for Code Enforcement Division. Voice vote taken. All ayes. Motion carried.

9. 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.

Trustee Pilafas complimented Mr. Kramer on a successful ICSC tour and WCB event. Mr. Kramer indicated 60 people came out to the event.

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

III. President's Report

Mayor reiterated a recent positive Facebook post by a man stopped by HEPD which garnered attention from the Daily Herald.

IV. Other V. Items in Review VI. Adjournment

and Outreach / Office of the Mayor and Board

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to adjourn the meeting at 8:15 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:		
Jennifer Djordjevic, Director of Operations	Date	

COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT:

Request by Gill Management, Inc. for a site plan amendment (Landscape Code Waiver: Article 10-4) at the Burger King restaurant located at 2599 West Higgins Road to allow stone in lieu of organic wood mulch in planting beds

MEETING DATE:

March 20, 2017

COMMITTEE:

Planning, Building and Zoning

FROM:

Peter Gugliotta

REQUEST:

Request by Gill Management, Inc. for a site plan amendment (Landscape Code Waiver: Article 10-4) at the Burger King restaurant located at 2599 West Higgins Road to allow stone in lieu of organic wood mulch in planting beds.

BACKGROUND:

Gill Management, Inc. (owner) received Village Board site plan approval for the Burger King project in December 2014, and a temporary occupancy permit was issued in January 2016. During spring 2016, the owner completed all remaining site improvements except for one item that did not meet Village landscaping code requirements. During construction, the owner filled all planting beds with stone rather than organic mulch as specified on the Board-approved plans and per Village code. Section 10-4-5.B.15. of the Subdivision Code requires organic mulch (e.g., shredded hardwood) be provided in a three-inch layer to completely cover planting beds. Staff informed the owner of the deficiency and allowed an extended deadline until May 2017, for the issue to be corrected.

DISCUSSION:

The owner's application cites several reasons for this request, including preventing rodents, avoiding fires, and to visually hide debris on the site, although these primarily involve mulch that may be placed against the building and not the rest of the site. The owner also expressed the opinion that stone is an enhancement over organic mulch and has indicated that stone is more expensive as wood mulch, so cost is not a factor in this request.

It should be noted that as part of the original project approval, the Village granted five separate landscape waivers, including the elimination of several trees and much of the typically required landscaping from both the perimeter and interior of the site. The waivers already approved were intended to accommodate the owner's desire to fit this restaurant and drive-thru on a small, odd-shaped property. The waiver to eliminate mulch was not requested with the original application.

DISCUSSION: (Continued)

Staff provides the following review of this request:

- The Village has no history of granting waivers to the mulch requirement. All commercial sites have been required to install organic wood mulch in planting beds.
- There have not been issues in the Village with mulch fires in planting beds (this is typically only a concern in dry climates where wildfires are common, not in the Chicagoland area).
- The Village Health Official has confirmed that rodents are not an issue at any facility in Hoffman Estates even though mulch planting beds exist. The primary reason rodents are attracted to a site is improper storage of food or food waste, not because of mulch. Without any reason (food source) for rodents to be attracted to a property, the presence of mulch is not an issue.
- If a commercial property owner has cigarette butts and other small debris scattered on the property, the International Property Maintenance Code, as adopted by the Village, requires that the debris be picked up and removed from the site, rather than visually hidden.
- The owner has already been granted code waivers to eliminate required foundation plantings on the east, south, and west sides of the building and have pavement in these areas instead. Only the north side of the building is required to have a planting bed with mulch.

Aside from the fact that the Village mulch requirement has been consistently and successfully applied to commercial sites for many years, there are specific benefits to using organic wood mulch versus stone:

- Organic mulch has a higher water retention rate compared to stone, which benefits plants.
- Organic mulch offers more consistent regulation of soil temperature. This is particularly important on this site which has already been granted landscape waivers that resulted in a much higher pavement-to-planting ratio than most commercial sites in the Village.
- Organic mulch breaks down and reintroduces nutrients into the soil around plants, which stone does not.

RECOMMENDATION:

Staff review has noted several reasons why mulch should continue to be required in all planting beds on this property.

Request by Gill Management, Inc. for a site plan amendment for a landscaping waiver to section 10-4-5.B.15 of the Subdivision Code at the Burger King restaurant located at 2599 West Higgins Road to allow stone in lieu of organic wood mulch in all planting beds.

Attachment

Laurie Roscoe (Gill Management, LLC) cc:



VILLAGE OF HOFFMAN ESTATES PLANNING AND ZONING GENERAL APPLICATION*

Special use for In 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 <u>500.00</u> Check No. <u>28.30</u> Date Paid <u>2/22/17</u>
Project Number: 2017608 P
Staff Assigned: Ri Her
Meeting Date: $3/20/2017$ PB-Z Public Hearing: Yes \square No \square
Sign Posting Required: Yes ☐ No ☒ Date Sign Posted <u> </u>
PLEASE PRINT OR TYPE
Date: 2/16/2017
Project Name: Burger King
Project Description: Landscape
Project Address/Location: 2599 W Higgins Rd
Property Index No. 07-67-106-01Z
Acres: ~.58 Zoning District: 83

I. Owner of Record

William Gill		Gill Properties, LLC		
Name 1250 Executive PI Ste 402		Company Geneva		
IL	60134	630-584-7611		
State Zip Code		Telephone Number		
630-584	I-4922	lroscoe@gillmgmt.com		
Fax Number		E-Mail Address		

II. Applicant (Contact Person/Project Manager)

Laurie Roscoe		Gill Management, Inc.			
Name		Company			
1250 E	xecutive Pl Suite 402	Geneva			
Street Addres	5	City	H		
IL.	60134	630-742-5873			
State	Zip Cođe	Telephone Number	***************************************		
630-584	4-7611	lroscoe@gillmgmt.com			
Fax Number		E-Mail Address	***************************************		

Applicant's relationship to property: Manager

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 Laurie Roscoe to act on my behalf and advise that he/she has full authority to act as my/our representative.

William L Gill
Owner Signature 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.

and all submittals. Owner's Sign	ignature: Milliam L. Gill
Applicant's N	ame (Please Print): <u>Lourie Roscul</u>
	2/16/2017
7	e accompanied by the items required and all fees must be paid before the Commission can hear any case.
Please contact the Pl	anning Division (located in the Municipal Building) with any questions:
Email:	planning@hoffmanestates.org
Address:	1900 Hassell Road
	Hoffman Estates, IL 60169
Phone:	(847) 781-2660
Fax:	(847) 781-2679
Addendums Attached	I;
Special Use	☐ Master Sign Plan
Rezoning	☐ Other
☑ Variation	
☐ Plat	
Site Plan	
Taxable 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	

Narrative of Proposed Change in Landscape Plan

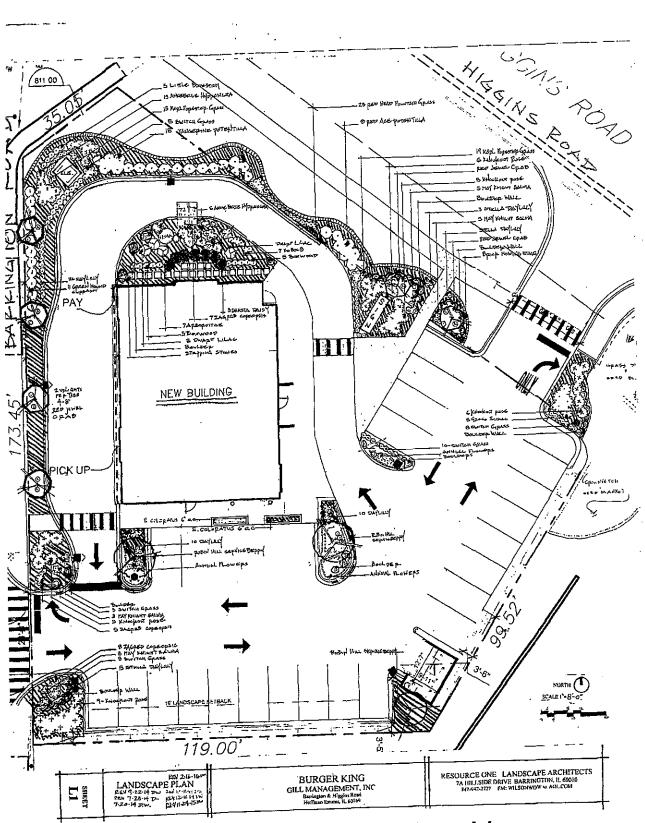
We asked that we be granted a waiver to use Stone/ Pebbles as Mulch on this project in place of the required Wood Fiber Mulch specified in the code.

We ask for this change for the following reasons. First, is Health and Safety, on past work in other municipalities on jobs where food is manufactured or served, we have used stone mulch under a NSF (National Sanitation Foundation) directive to avoid giving cover to rodents which tend to burrow along building foundations. Second, there are documented reports of Mulch Fires at Drive Thru's caused by discarded Cigarettes. Third is overall Sanitation, the rock tends to hide the cigarette butts and little bits of paper which are always tossed out in the menu board area. This is our front door in this day and age where most of our business comes through the Drive Thru Lane. We want to keep it as clean as possible. Forth, we feel the Rock Mulch is actually an upgrade from the Bark Mulch. The code itself says, "Landscaping may be ENHANCED; with Rock, Pebbles...".We know it does not release us from the standard requirements, but Rock Mulch is viewed as an Enhancement in the code or an Upgrade if you will. I would also cite the codes encouragement, "Innovative landscape design proposals are encouraged." The intent here is to be very contemporary to match the new style which BK has adopted. Sleek and Modern. A landscape should fit in with the architecture which it supports. It is Sustainable, with much less maintenance than ordinary Bark Mulch. Note too that it two to three times as expensive to install as wood fiber mulch so this is not being done to save money. The Village has embraced the idea of Sustainability in all areas. I would submit that less maintenance is a key part of any sustainability program. Gill Management has used this Rock Mulch at its other seven locations in other municipalities as a standardization of image. We strive to make each Gill Management BK identifiable by it landscaping. In our other seven locations we have noticed no negative effects on plant health. We ask for a waiver of wood fiber mulch requirement, for our new Hoffman Estates Burger King.

Wm. Damon Wilson

Landscape Architect

Feb. 16, 2017



Map of Proposed Rock/ Pebble Mulch

COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT:

Request approval of a Builder's Agreement and Release from Annexation Agreement by and between the Village of Hoffman Estates and CalAtlantic Group Inc. for the property located at the northeast corner of Shoe Factory Road and Essex Drive for a 108 lot single-family detached subdivision (Amber Meadows)

MEETING DATE:

March 20, 2017

COMMITTEE:

Planning, Building and Zoning

FROM:

Jim Donahue/Pete Gugliotta/Arthur Janura

REQUEST:

Request approval of a Builder's Agreement and Release from Annexation Agreement by and between the Village of Hoffman Estates and CalAtlantic Group Inc. for the property located at the northeast corner of Shoe Factory Road and Essex Drive for a 108 lot single-family detached subdivision (Amber Meadows).

BACKGROUND:

The development of this property is currently subject to the terms of the 2005 University Place and Laufenberger Annexation and Development Agreement. The 2005 Annexation Agreement requires that the following must occur:

- 1. Before commercial building permits can be issued, construction must begin on the Shoe Factory Road improvements.
- 2. Before residential building permits can be issued, a site plan for at least 6 acres and 50,000 square feet of commercial space must be approved.
- 3. Before residential occupancy permits can be issued, a reasonably certain date must be defined for when the new Shoe Factory Road improvements will be open for traffic.

There have been previous Planning, Building and Zoning Committee discussions regarding possible changes to this agreement, with the most recent being in July 2011, when the Committee recommended allowing the property owner (then Ryland Homes) to pursue changes to allow the residential portion of the property (then known as Beacon Pointe II) to proceed in advance of the commercial development and Shoe Factory Road improvements. Due to the economic conditions at the time, Ryland did not take steps to pursue the formal amendment to the agreement following that meeting and the 2005 terms still stand.

BACKGROUND: (Continued)

The adjacent commercial property is currently under ownership of a bank after going through the foreclosure process a few years ago when Shoe Factory Road LLC defaulted. The bank is not actively pursuing selling the land for development.

PROPOSAL:

CalAtlantic Group Inc. is proposing a Builders Agreement and Release from Annexation Agreement with the Village to allow them to proceed with development of the R-6 single-family residential lots in advance of the commercial construction and in advance of the Shoe Factory Road construction. Since the overall housing market is on the upswing, CalAtlantic is confident that there is a market in this area for new home construction. CalAtlantic has designed a residential subdivision layout that conforms to the 108 lot approval included in the original Development Agreement and includes future access connections that would allow traffic to flow directly between the residential and commercial sites.

DISCUSSION:

Originally, the Annexation and Development Agreement was structured with these conditions in a sequence that was intended to encourage the road construction first, commercial construction second, and residential construction last, based on levels of importance to the Village. This agreement was adopted prior to the economic downturn in the late 2000s when market conditions were dramatically different. At this time, CalAtlantic's proposal to proceed is actually most in keeping with the original intent of the agreement. Neither the commercial development nor the Shoe Factory Road project have advanced as originally planned. CalAtlantic has no control or influence over the timing of the other project phases and their home construction would be delayed indefinitely if they waited until the other phases were implemented.

Based on the recent changes that have occurred in the economy, there does not appear to be any significant advantage for the Village to continue to require the residential development wait for these other projects to occur. Other points to note are:

- Construction of additional residential units in this area should strengthen the ability of the commercial property to attract new development once the bank is ready to pursue development, both because of the added number of residents and because new home construction will help signal that this area is still a desirable growth area.
- ♦ Essex Drive and Beacon Pointe Boulevard were constructed to accommodate a significant amount of traffic, assuming dense office and commercial development to the north and on the Beacon Pointe commercial property. The addition of 108 single-family units can easily be accommodated on the existing roads, even if the Shoe Factory Road construction timing is delayed.
- As part of a Builders Agreement and Release from Annexation Agreement, the original annexation fees and recaptures will still be applicable to this subdivision.

RECOMMENDATION:

Approval of a request for a Builder's Agreement and Release from Annexation Agreement by and between the Village of Hoffman Estates and CalAtlantic Group Inc. for the property located at the northeast corner of Shoe Factory Road and Essex Drive for a 108 lot single family detached subdivision (Amber Meadows).

Attachments

cc: Omar Rodriguez (CalAtlantic Homes)

Chuck Byrum (Meltzer Purtill & Stelle, LLC)

BUILDER'S AGREEMENT AND RELEASE FROM ANNEXATION AGREEMENT

RECITALS

The Village and Shoe Factory Road L.L.C. ("SFR"), entered into an Annexation and Development Agreement dated January 5, 1999 ("Original Annexation Agreement") with respect to certain real estate in the Village. The Original Annexation Agreement was amended by that certain First Amendment to Annexation Agreement dated September 5, 2000 ("First Amendment"), and that certain Second Amendment to Annexation Agreement dated November 6, 2000 ("Second Amendment"), and that certain Third Amendment to Annexation Agreement dated July 7, 2003 ("Third Amendment"), and that certain Annexation and Development Agreement for the Laufenburger Farm and Fourth Amendment to Annexation Agreement dated May 2, 2005 ("Fourth Amendment"), and that certain Fifth Amendment to Annexation Agreement dated December 8, 2006 ("Fifth Amendment"), and that certain Sixth Amendment to Annexation Agreement dated September 4, 2007 ("Sixth Amendment"). The Original Annexation Agreement, as amended and supplemented by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment, is hereinafter referred to as the "Annexation Agreement".

The real estate which is legally described in **Exhibit A** hereto is part of the real estate which was made subject to the Annexation Agreement ("<u>Amber Meadows Property</u>"). CalAtlantic is the legal title holder of the Amber Meadows Property.

SFR, which was designated as the "Developer" under the Original Agreement and is still the owner of record to Lot 7 in the Laufenburger Subdivision which made subject to the Annexation Agreement by the Fourth Amendment SFR was involuntarily dissolved by the Secretary of State of Illinois. No entity was assigned, or in any way succeeded to, the rights or obligations of the Developer under the Annexation Agreement.

CalAtlantic desires to subdivide the Amber Meadows Property and build single family detached homes (each a "<u>Dwelling Unit</u>") upon the lots created thereby (each a "<u>Lot</u>").

The Village and CalAtlantic desire to simultaneously (a) enter into this Builder's Agreement to define the relationship of the Village and CalAtlantic with respect to the subdivision of, and the construction of homes on, the Amber Meadows Property. By entering into this Agreement, CalAtlantic is not accepting, and the Village is not imposing, the rights and obligations of the "Developer" as contained in the Annexation Agreement.

The Planning and Zoning Commission of the Village has [at a public hearing, for which due and proper notice has been published as required by law], reviewed and approved Exhibits B-1 through B-9 of the Builder's Agreement and has recommended approval of said Exhibits by the Village Board.

The corporate authorities of the Village, after due and careful consideration, have concluded that the construction of homes on the Amber Meadows Property, in accordance with this Builder's Agreement, will enhance, promote and serve the best interests and general welfare of the Village and its residents.

The Village and CalAtlantic are entering into this Builder's Agreement pursuant to the Village's authority as a home rule municipality under Article VII, Sections 6(a) and 6(i) of the Illinois Constitution, the Illinois Municipal Code and any and all other applicable laws and regulations, and agree that the Amber Meadows Property shall be improved in accordance with the terms of this Builder's Agreement.

NOW, THEREFORE, in consideration of the above recitals and the covenants, agreements and conditions hereinafter contained, and the benefits anticipated to inure to each of them, the Parties agree as follows:

- 1. <u>Recitals</u>. The foregoing Recitals and all Exhibits attached hereto are material to this Builder's Agreement and are incorporated herein as if restated in their entirety in this Section 1.
- 2. <u>Annexation Agreement</u>. Notwithstanding the provisions of any other development or annexation agreement, this Builder's Agreement shall govern the subdivision of the Amber Meadows Property and the construction of homes thereon. CalAtlantic shall not be deemed a successor to, or assignee of, the Developer under the Annexation Agreement. CalAtlantic shall, have all of the rights and obligations specifically provided in this Builder's Agreement.
- 3. <u>Exhibits</u>. The subdivision and construction of the Amber Meadows Property shall be pursuant to and in accordance with the information contained in the following Exhibits attached hereto:

Exhibit B-1. Landscape Development Plan

Exhibit B-2. Final Plat of Subdivision

Exhibit B-3. Final Engineering

Exhibit B-4. Development Standards

Exhibit B-5. Fees and Donations

Exhibit B-6. Recapture Fees

Exhibit B-7. Elevations

Exhibit B-8. Variations from Village Ordinances

Exhibit B-9. Marketing Sign Plan

Exhibits B-1 through B-9 are hereby approved for the Amber Meadows Property and shall govern and control the development and use thereof.

4. <u>Building Codes.</u> The Village building codes that shall apply to the Dwelling

Units shall be the building codes in effect as of the Effective Date, and such building codes shall apply to Amber Meadows Property and its development for a period of five (5) years from the Effective Date. Any amendment, repeal and/or additional regulations which are subsequently enacted by the Village, shall not be applied to the development of Amber Meadows Property except upon the written consent of the CalAtlantic during said five (5) year period. After said five (5) year period, the Amber Meadows Property and its development will be subject to all ordinances, regulations and codes of the Village. Notwithstanding the provisions of this Builder's Agreement, all national amendments, deletions, or additions to the building codes of the Village pertaining to life/safety considerations adopted after the date of this Agreement which affects all land within the Village, shall be applicable to the Amber Meadows Property.

5. <u>Issuance of Building Permits.</u>

- (a) The Village shall review building permits to CalAtlantic for each Dwelling Unit within fifteen (15) days of the date of application therefor or within fifteen (15) days of receipt of the last of the documents and information required to support such application, whichever is later. If the application is not approved, the Village shall provide CalAtlantic with a statement in writing specifying the reasons for denial of the application including specification of the requirements of law that the application and supporting documents fail to meet.
- (b) CalAtlantic may apply for building permits for Dwelling Units prior to the paving of streets and installation of sewer and water service, provided that a Village approved access road has been constructed. No wood framing of any Dwelling Unit shall begin until water service is available to the Dwelling Unit, a fire hydrant is located and operational within 300 feet of the Dwelling Unit and the binder course has been installed on the access roads.
- 6. <u>Elevations</u>. Attached hereto as **Exhibit B-7** are the elevations for Dwelling Units which CalAtlantic intends to build on the Lots, and which the Village has approved. All Dwelling Units constructed on the Amber Meadows Property will be in substantial conformity with such elevations. CalAtlantic may apply for approval by the Village of modifications or additions to such elevations, or new elevations, and, to the extent such modifications, additions or elevations are in substantial conformity with the elevations attached hereto, the Village will consider approval pursuant to Village Code.

7. Models.

- (a) CalAtlantic may apply for building permits to begin construction of model home and sales offices upon portions of the Amber Meadows Property prior to availability and construction of streets, storm sewer, sanitary sewer and water facilities to serve the structures and for fire suppression, to be constructed upon such portions of the Amber Meadows Property. CalAtlantic must provide, at a minimum, a road capable of providing emergency vehicle access to each model home as approved by the Village Fire Chief. Such road shall be constructed in accordance with Village approval and CalAtlantic shall not allow construction to interfere with emergency vehicle access to the Property. Prior to use of any models for sales or administrative purposes, a Village approved source of potable and fire suppression water, and washroom facilities must be available.
 - (b) CalAtlantic may request approval to install holding tanks and temporary

sewage treatment and water facilities to service as model homes, sales, construction and office trailers, provided that CalAtlantic complies with all laws governing construction, installation and operation thereof, and that Village approval is granted.

- 8. <u>Temporary Access</u>. CalAtlantic may, with Village and other applicable jurisdictional approval, provide access to all portions of the Amber Meadows Property through the installation of temporary construction entrances and temporary construction roads.
- 9. <u>Dedication of ROW; Bike Path.</u> CalAtlantic shall dedicate additional rights of way on the perimeter of Amber Meadows Property for expansion of Shoe Factory Road (as shown on **Exhibit B-2**) and shall construct or provide cash in lieu of a new bike path along Shoe Factory Road.
- 10. Consideration. Developer acknowledges that the herein impact fee requirements and donations have been freely and voluntarily agreed to by CalAtlantic as an inducement for the Village to enter into this Agreement.
- 11. <u>Fees and Donations</u>. The Village hereby confirms that the only fees and donations CalAtlantic will be required to pay or make with respect to the Amber Meadows Property, shall be as follows:
 - (a) Impact Fees: As set forth in **Exhibit B-5** attached hereto.
 - (b) Recapture Fees: As set forth in Exhibit B-6 attached hereto.
 - (c) Municipal Land Donation: CalAtlantic shall not be required to make any municipal land donation (other than the dedication described in Section 9 above), however, CalAtlantic shall reimburse the Village for attorney's fees and condemnation award expended by the Village to obtain title to the corners of Lot 7 in the Laufenberger Subdivision to the north of the Amber Meadows Property. In addition, CalAtlantic agrees that the Amber Meadows Property shall be subjected to and pay the costs of forming a backup Special Service Area to pay the costs of maintenance and repair of the detention area, and appurtenances thereto, located on the aforementioned Lot 7, if the Village or the Hoffman Estates Park District fail or are unable to do so.
 - (d) All permit, license, tap-on and connection fees as required by Village Code.

Impact fees and application fees payable with respect to each Dwelling Unit shall be paid at the time of the issuance of a building permit for the Dwelling Unit. During the term of this Builder's Agreement, the Village shall impose upon and collect from CalAtlantic, and its respective contractors and suppliers, only those permit, license, tap on and connection fees and charges, and impact fees in such amount or at such rate, as are in effect on the date of this Agreement or as noted in Exhibit B-5 and B-6 and as are generally applied throughout the Village, and shall not seek to impose or collect any increased or new fees or charges. The Village shall not require CalAtlantic to donate any land or money to the Village, or any other governmental body, except as otherwise expressly provided in this Agreement.

12. <u>Development Standards</u>. The Amber Meadows Property shall be subject to

the Development Standards which are set forth in Exhibit B-4 attached hereto.

- 13. <u>Approval of Plans and Plat</u>. The following plans ("Plans:") are hereby approved by the Village with respect to the Amber Meadows Property, as recommended by the Planning and Zoning Commission:
 - (a) The Landscape Development Plan attached hereto as Exhibit B-1;
 - (b) The Final Plat of Subdivision attached hereto as Exhibit B-2; and
 - (C) The Final Engineering Plans attached hereto as Exhibit B-3.

Subsequent to such approval, the Plans may, upon the reasonable approval of the Village Engineer, be modified to accommodate changes necessary to obtain required permits for improvements to be constructed by CalAtlantic on the Amber Meadows Property.

- 14. <u>Variations</u>. The Amber Meadows Property shall be subject to the variations to the Zoning Code, the Subdivision Code and other applicable ordinances as provided on **Exhibit B-8** hereto, as recommended by the Planning, Building and Zoning Committee.
- 15. <u>Soil Stockpile</u>. In connection with its completion of the build-out of the Amber Meadows Property and its construction of the Dwelling Units, CalAtlantic shall have the right to stockpile soil in such locations on Amber Meadows Property as CalAtlantic may desire, subject to such areas being identified on the approved final engineering plans.
- 16. <u>Cold Weather Treatment of Concrete</u>. Upon issuance of a building permit for a Dwelling Unit, CalAtlantic shall be allowed to pour concrete, including foundations, during winter months provided CalAtlantic uses methods conforming to industry standards.
- 17. Construction, Conveyance, Inspection and Acceptance Improvements. For purposes hereof, the term "Public Improvements" when used herein shall mean the streets and right-of-way improvements, water lines (except individual property service lines), stormwater improvements and detention facilities, and all other public improvements to be constructed on the Amber Meadows Property as shown on the Plans. CalAtlantic shall construct the Public Improvements in accordance with the Plans and all applicable Village codes and ordinances, except as expressly modified herein. Following the completion of construction of all Public Improvements, CalAtlantic shall convey such Public Improvements to the Village by way of a customary form of bill of sale with evidence that all materials and labor have been paid, and upon acceptance by the Village, the Village shall accept ownership of the same. Such approval and acceptance shall be in accordance with all applicable State and local law. If requested by CalAtlantic, Public Improvements may be inspected, conveyed and accepted on a phase-by-phase basis and/or on an improvement-byimprovement basis (each a "Phase") according to a schedule approved by the Village Manager, or the Village Manager's designee, in his or her reasonable discretion.
- 18. <u>Security for Improvements</u>. CalAtlantic shall post Security ("Improvement Security") with the Village, as provided in the Village code, to assure the installation and payment for Public Improvements, prior to the issuance of the first building permit to CalAtlantic for the construction of a Dwelling Unit in the Development. The Improvement Security shall be in the amount of 110% of the reasonable estimate of the cost of constructing the Public Improvements, and 25% of private improvements for the benefit of the public as determined by the Village. Security Bonds will be in the form as attached hereto as Exhibit

- 19. Reductions in the Improvement Security. As each Phase of the Public Improvements is completed by CalAtlantic, approved by the Village Engineer, accepted by the Village, and paid for by CalAtlantic ("Phase Completion"), the Improvement Security deposited with the Village may be reduced by an amount equal to 110% of the estimated cost of the Phase per the Cost Estimate, provided, that, CalAtlantic posts a maintenance bond, if any, for such Phase as provided in Paragraph 21 below. The full and final release of the Improvement Security shall occur as and when authorized by the duly adopted ordinances of the Village and applicable State law. Dedicated property shall be conveyed to the Village by deed.
- 20. <u>Warranty Obligations</u>. Upon the reduction of the Improvement Security provided for in Paragraph 19 above with respect to each Phase, CalAtlantic shall provide a maintenance bond as provided by the Village Code.
 - 21. <u>Future Maintenance</u>. Will be provided as per Village Code.
- 22. Amendments to Ordinances. All ordinances, regulations, and codes of the Village as applied to the construction of Amber Meadows Property, including, without limitation those pertaining to subdivision controls, zoning, storm water management and drainage, comprehensive land use plan, and related restrictions, as they presently exist, except as amended, varied, or modified by the terms of this Builder's Agreement, shall apply to the Amber Meadows Property and its development for a period of five (5) years from the Effective Date. Any amendment, repeal or additional regulations and construction, which are subsequently enacted by the Village, shall not be applied to the development of the Amber Meadows Property except upon the written consent of CalAtlantic during said five (5) year period. After said five (5) year period, the Amber Meadows Property and its development will be subject to all ordinances, regulations, and codes of the Village in existence. Notwithstanding the foregoing, in the event the Village is required to modify, amend or enact any ordinance or regulation and to apply the same to the Amber Meadows Property pursuant to the express and specific mandate of any superior governmental authority, such ordinance or regulation shall apply to the Amber Meadows Property and be complied with by CalAtlantic, provided, however, that any so called "grandfather" provision contained in such superior governmental mandate which would serve to exempt or delay implementation against the Amber Meadows Property shall be given full force and effect. Paragraph 4 of this Agreement shall supersede this Paragraph 22.
- 23. <u>Development Schedule/Other Inapplicable Provisions</u>. The completion of the build-out of the Amber Meadows Property and the construction of the Dwelling Units shall not be subject to performance in accordance with any development schedule, provided, however, CalAtlantic shall not extend construction beyond a seven (7) year term without the approval of the Village Board of Trustees, which approval shall not require an amendment to this Builder's Agreement and shall not be unreasonably withheld or delayed.
- 24. <u>No Further Obligations</u>. Except as otherwise specifically provided in this Builder's Agreement, CalAtlantic shall not have any obligation to construct, pay for, or contribute to the cost of, any on-site or off-site public or private improvements which might benefit or serve the Amber Meadows Property or other properties in the Village.
- 25. <u>Foundation Only Permits</u>. In conformance with this Agreement, CalAtlantic may obtain up to twenty (20) foundation-only permits once the final plat of subdivision and

final site plans have been approved by the Village Board of Trustees and the Improvement Security has been furnished to the Village, as required by this Agreement. CalAtlantic acknowledges, however, that building permits shall not be issued by the Village, and no framing or superstructure shall be started on buildings for which foundation-only permits have been issued until watermains and fire hydrants necessary to provide fire protection to that portion then under development have been constructed and are connected to, in a manner reasonably acceptable to the Village Fire Chief, and provision has been made for emergency vehicle access thereto on road constructed with aggregate in a manner reasonably acceptable to the Village Fire Chief. In addition, it shall be a requirement for foundation only permits that any lot upon which a foundation is constructed shall be fenced during the winter period and that the foundation cannot remain for more than four (4) months without the building being constructed.

- 26. <u>Certificates of Occupancy</u>. The Village shall issue certificates of occupancy pursuant to Village Code.
- 27. <u>Temporary Certificates of Occupancy</u>. Temporary certificates of occupancy may be issued by the Village pursuant to Village Code.
- 28. <u>Marketing and Signage</u>. The Village and CalAtlantic hereby agree that until no later than six (6) months after such time as CalAtlantic no longer owns or controls any portion of the Amber Meadows Property, CalAtlantic may erect and maintain signage in sizes and locations identified on, and in substantial conformance with, the Marketing Sign Plan attached hereto as **Exhibit B-9**.
- 29. <u>Conflicts with Ordinances</u>. If any pertinent existing agreements, resolutions and/or ordinances, or interpretations thereof, of the Village are inconsistent or in conflict with any provision hereof, then the provisions of this Builder's Agreement and any ordinance passed pursuant hereto shall constitute lawful and binding amendments to and shall supersede the terms of said inconsistent ordinances or resolutions, or interpretations thereof, as they may relate to the CalAtlantic Lots.
- 30. Term. This Builder's Agreement shall be binding upon and inure to the benefit of the Parties until CalAtlantic has (a) completed the construction of all of the homes planned to be constructed on the Amber Meadows Property, (b) received certificates of occupancy therefor, (c) closed on the sale thereof, (d) removed all billboards signage at the completion of CalAtlantic's marketing operations relating to Amber Meadows Property; and (e) complied with the Village Code and with all of the other terms, conditions and provisions contained herein.
- 31. Notice. Notices, as required by this Agreement, or of any default under any of the provisions contained herein, shall be effective upon the first to occur: (i) three (3) days after said notice is placed in the U.S. Postal Service, postage prepaid, and certified; (ii) upon personal delivery or delivery by overnight courier, with appropriate receipt; or (iii) when transmitted by electronic facsimile with electronically generated evidence of receipt, addressed to the respective parties as follows:

If to the Village:

Village of Hoffman Estates 1900 Hassell Road Hoffman Estates, Illinois 60195 Attention: Village Clerk

Email:	
Facsimile:	(847) 882-2621

With a copy to: Arthur L. Janura

Corporation Counsel Village of Hoffman Estates

1900 Hassell Road

Hoffman Estates, Illinois 60169

Email: Arthur.Janura@hoffmanestates.org

Facsimile: (847) 781-2624

Village Manager

Village of Hoffman Estates

1900 Hassell Road

Hoffman Estates, IL 60169 Facsimile: (847) 781-2624

If to Owner: CalAtlantic Group, Inc.

1141 E. Main St., Suite 108 Hoffman Estates, IL 60118

Attention: Omar Rodriguez-Caballero

Email: Omar.Rodriguez-Caballero@calatl.com

Facsimile: 224-293-3101

With a copy to: Meltzer, Purtill & Stelle LLC

300 South Wacker Drive, Suite 2300

Chicago, Illinois 60606 Attention: Charles L. Byrum Email: cbyrum@mpslaw.com Facsimile: (312) 987-9854

The foregoing addresses may be changed by written notice to the parties.

- 32. <u>Default/Cure</u>. If either Party shall fail to perform any of its obligations hereunder, and the Party affected by such default shall have given notice of such default to the defaulting Party, and such defaulting Party shall have failed to cure such default within thirty (30) days of such default notice then in addition to any and all other remedies that may be available, either in law or equity, the Party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default.
- 33. <u>Force Majeure</u>. Any timetable for installation or construction hereunder shall be subject to extension for delays attributable to strikes, lockouts, floods, earthquakes, fires, unavailability of materials, and other similar matters beyond the reasonable control of the obligor.
- 34. <u>Successors and Assigns</u>. The rights and obligations of CalAtlantic Group, shall run with and shall bind and benefit the Amber Meadows Property, and shall be binding upon and enforceable by any successors and/or assigns, but shall not be enforceable against any party who purchases a Lot which is improved with a Dwelling Unit.

35. CalAtlantic has no objection to the formation of a standby Special Service Area created for the purpose of storm water management.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement, or have caused this Agreement to be executed, by their duly authorized officers as of the date first above written.

	VILLAGE:
	VILLAGE OF HOFFMAN ESTATES, an Illinois municipal corporation
	By: Village President
	Date:
Attest:	
Village Clerk	
Date:	
	OWNER:
	CALATLANTIC GROUP, INC., a Delaware corporation
	By:
	Date:

EXHIBIT A

Amber Meadows Property

LOT 5 IN THE FINAL PLAT OF LAUFENBURGER SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 5 AND THE NORTHEAST QUARTER OF SECTION 8, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 2006 AS DOCUMENT 0635216073, AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 15, 2013 AS DOCUMENT 1328819060, IN COOK COUNTY, ILLINOIS.

Landscape Development Plan

Final Plat of Subdivision

Final Engineering

Development Standards

Fees and Donations

- 1. In Lieu Impact Fee. Amber Meadows Property shall pay the amount that would otherwise be due under the Fair Share Road Improvement Impact Fee Ordinance (subject to any changes in such fees as determined at the time the payment is due in accordance with Village Code) for the Property under the Village Fair Share Road Improvement Impact Fee Ordinance as a "Road Improvement In Lieu Impact Fee," with such fee to be paid upon application for issuance of a building permit for each residential unit.
- 2. Municipal and Emergency Services Fee. A donation of one thousand six hundred dollars (\$1,600) per dwelling unit indexed for inflation, utilizing the Consumer Price Index on an annual basis beginning at the time of Village approval of the "Fourth Amendment" to the University Place Annexation Agreement, shall be made for each residential unit upon application for the issuance of the building permit. Said funds shall be used by the Village in funding, constructing, furnishing, and equipping municipal and emergency services facilities.
- 3. Municipal Cash Donation. A donation of one thousand five hundred dollars (\$1,500) per dwelling unit indexed for inflation, utilizing the Consumer Price Index on an annual basis beginning at the time of Village approval of the "Fourth Amendment" to the University Place Annexation Agreement, shall be made for each residential unit upon application for the issuance of the building permit.

Recaptures Fees

Recaptures

RECAPTURE	BASE AMOUNT	UNIT	INTEREST	INITIATE DATE	SERVICE CHARGE	EXPIRATION DATE
Ordinance 4323 Sanitary - EDA Facility	\$969.00	per Acre	7.50%	1/23/1992	5%	12/31/2027
Ordinance 4324 NW Tollway Interchange	\$4,100.00 If nonresident	The state of the s	9.00%	2/20/1995	5%	12/31/2027
Ordinance 4539 Hunter's Ridge Offsite Sanitary	\$161.52	per Acre	7.00%	2/1/1995	5%	1/6/2017
Ordinance 4359 Shoe Factory Road Lift Station and Force Main	\$1,298.00	per Acre	5.50%	10/10/2001	5%	3/4/2023
Resolution 1226 Water Tower Donation	\$227.27	per P.E.	Adjust w/CPI	5/17/2004	0%	-

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Elevations

Variations from Village Ordinances

[To be inserted prior to finalization]

Marketing Site Plan

EXHIBIT A

Amber Meadows Property

LOT 5 IN THE FINAL PLAT OF LAUFENBURGER SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 5 AND THE NORTHEAST QUARTER OF SECTION 8, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 2006 AS DOCUMENT 0635216073, AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 15, 2013 AS DOCUMENT 1328819060, IN COOK COUNTY, ILLINOIS.

Landscape Development Plan

Final Landscape Plan

AMBER MEADOWS

Hoffman Estates, Illinois

3/6/2017

CONSULTANTS:



LANDSCAPE ARCHITECT:
GARY R. WEBER ASSOCIATES, INC
212 SOUTH MAIN STREET
WHEATON, ILLINOIS 60187



ENGINEER

MANHARD CONSULTING 900 WOODLANDS PARKWAY VERNON HILLS, ILLINOIS 60061

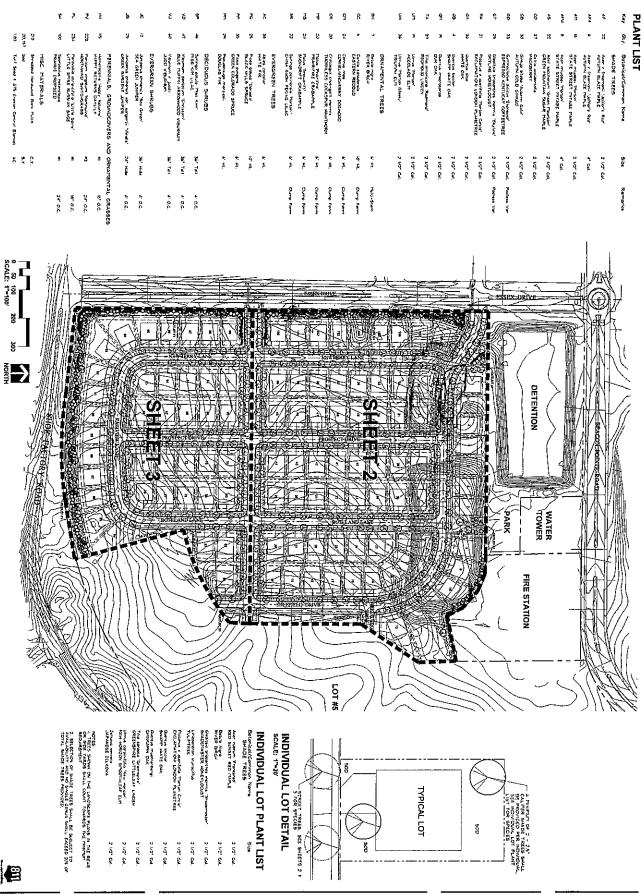


LOCATION MAP SCALE: 1*=300*



INDEX OF SHEETS

SHEET NO.	DESCRIPTION
0	COVER SHEET
1	OVERALL LANDSCAPE PLAN
2	LANDSCAPE PLAN
3	LANDSCAPE PLAN
4	LANDSCAPE DETAILS
š	MODEL CENTER LANDSCAPE PLAN
6	MONUMENT LAYOUT PLANS & DETAILS
7	LANDSCAPE SPECIFICATIONS





1 OF 7

1,16,17 1,16,17 1,2,20,18 1,07,18 1,02,18

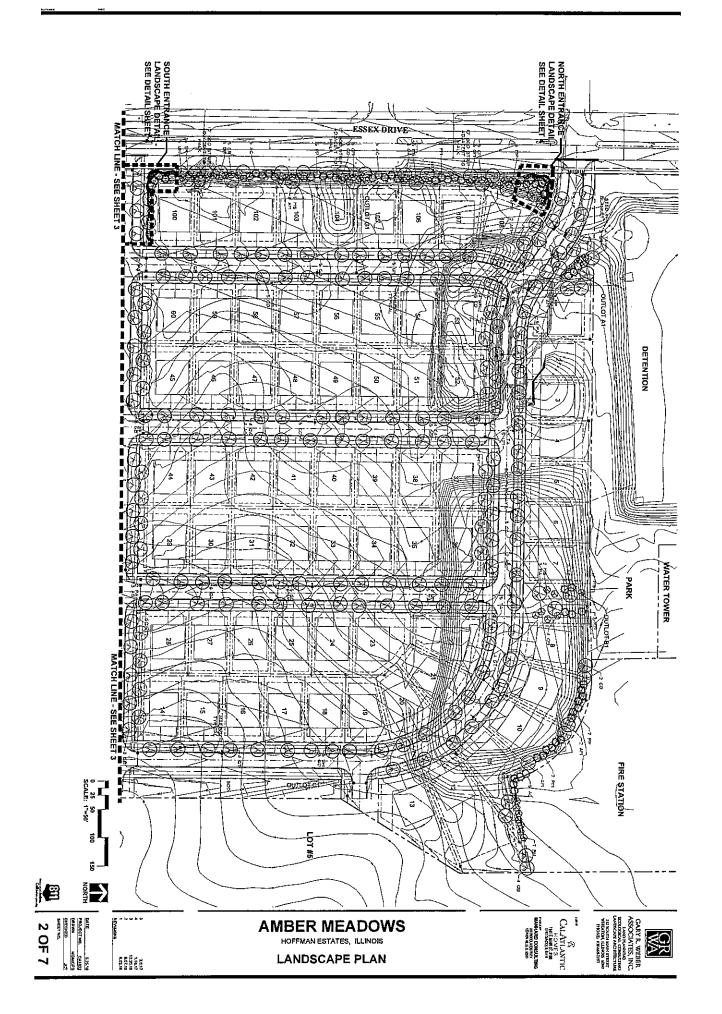
AMBER MEADOWS

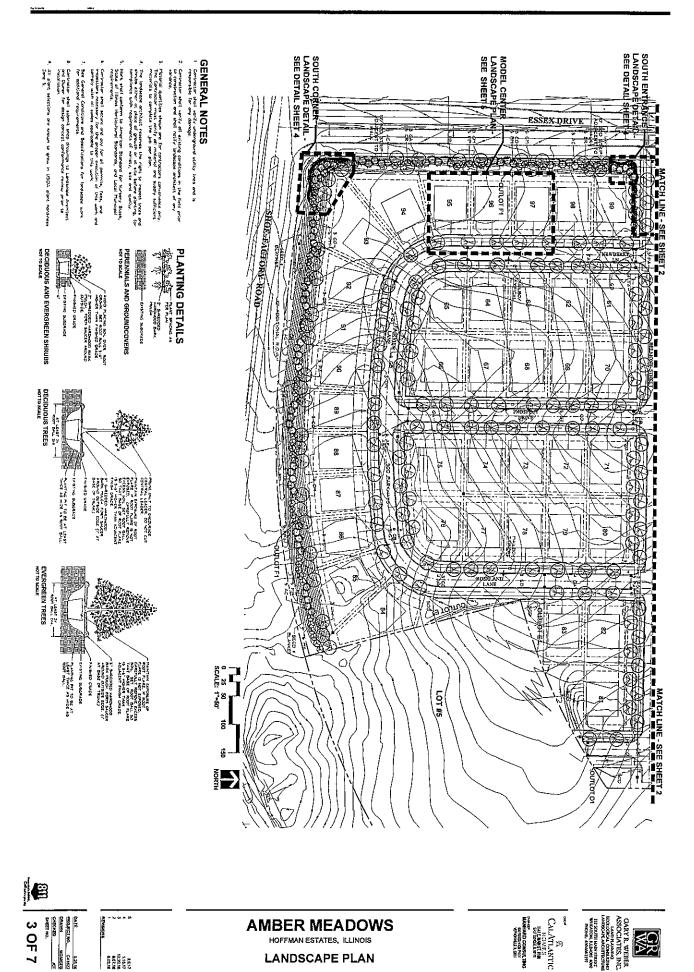
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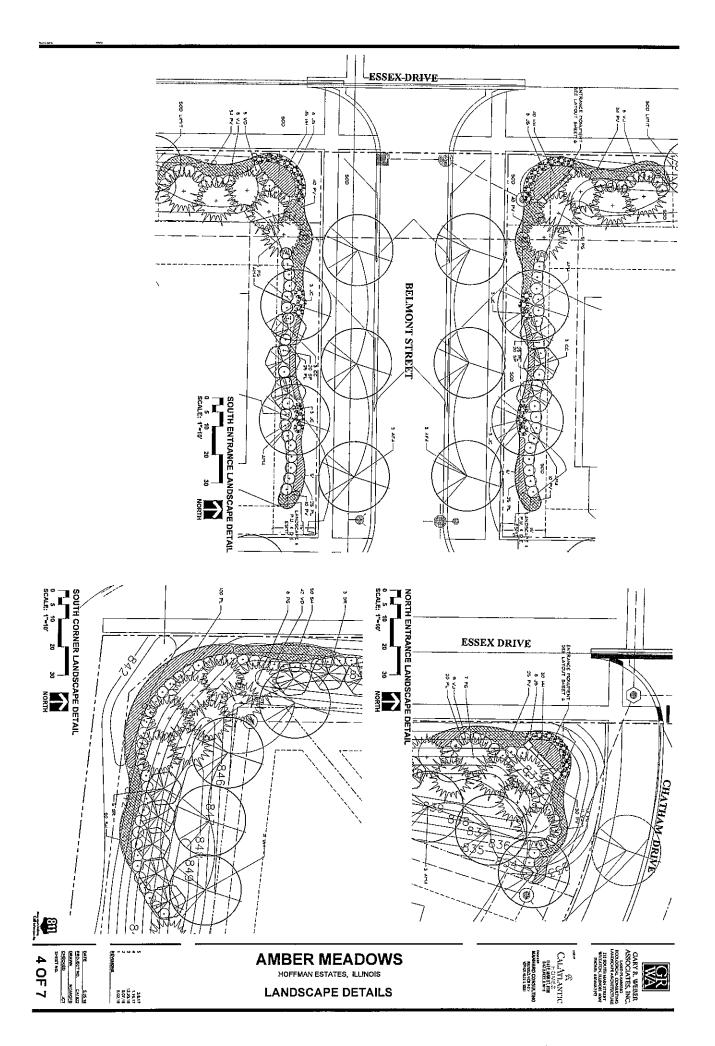
OVERALL LANDSCAPE PLAN

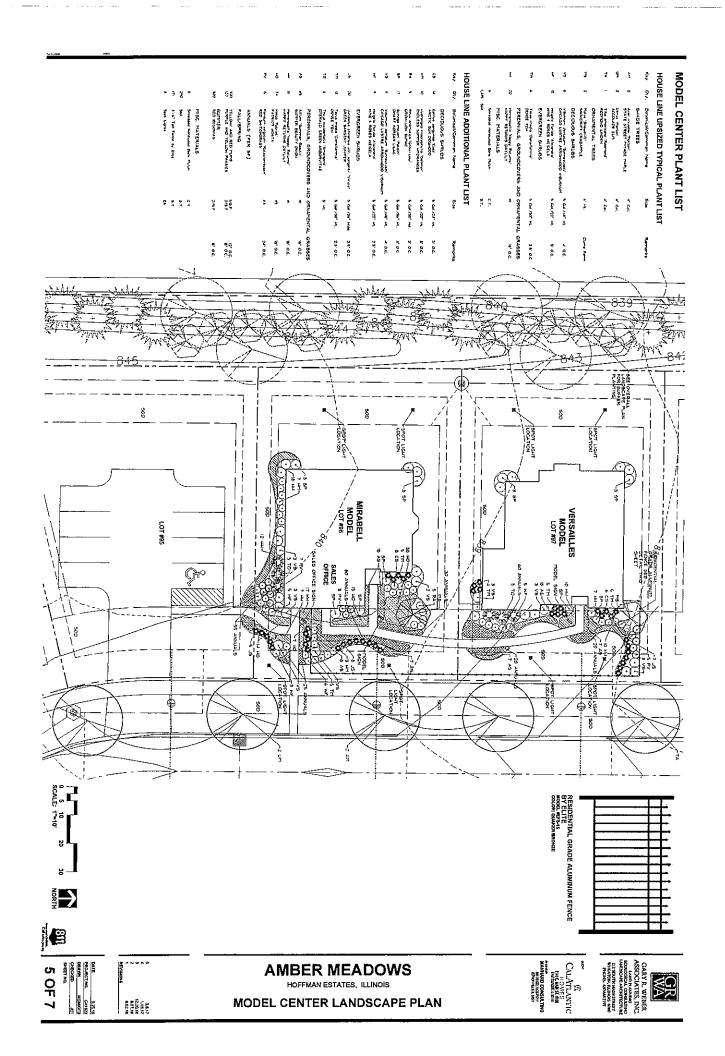


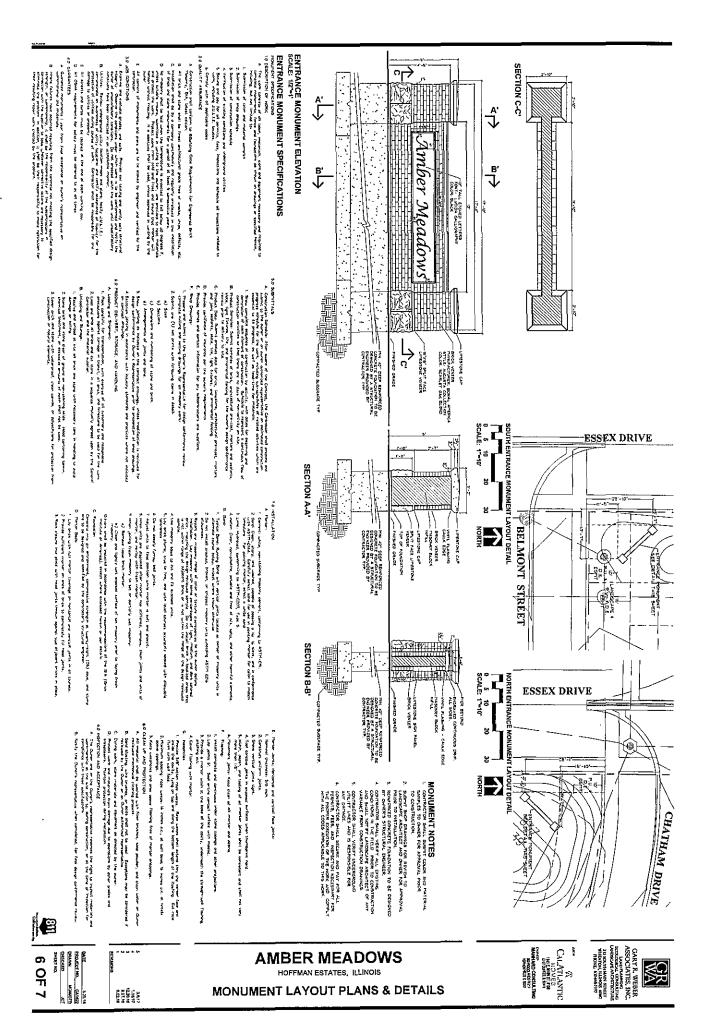












E. Namery packing lists indicating the species and quantities of material installed must be provided to the Curen and/or City upon request. DESCRIPTION OF WORK LOS CONDITIONS B. Plantenance Instruction - Landscape Work The work shall consist of funishing, transporting and installing all seads, plants and other materials required for: A. Planting Schedule Submit two (2) copies of soil test of existing topool with recommensations for soil odditive requirement to fundation derivates for review and written approval Analysis and Standards: Package standard products with manufacturar's cartified analysis; Co not make substitutions. If specified land tape material is not obtainable, warn't to landscape Architect proof of non-analisability and proposal for use of equivalent motorial. I the statellment of trees, should, personal, amount and taux areas as should us. The previous of persymptotic processors in specified learns, and provided experimental processors in a specified learns, and provided experiment vacasity in antiferronal with the place as specified in the A Provide Series may be required. Whites, Series were grown delet leading mass and given pair, local white leading service, are written or manyoned all white leading services are manyoned or manyoned all white leadings are of worth sections and all the first production of which as aring care of work. Contractor shall be responsible for your demands of the contractor of which are proportion. Soming and scalable grades, soils and under levels. Observe the sandstorm under when which is the performed and ordiff, produced Architect at monitoristic productors, the old proceed with the work with unstallationy conditions have been connected in an exceptible inverse. Submit taus (2) samples of shreaked hardwood bork mainty proxima corpol blookes, and all ether products and moderable as specified an plane to Lundscape Architect for residu and written approval. Submit Law (2) copies of symmetries feathering recommending procedures to be established by the Outer (or the movimence of landscene work for one full year feathering process of explanation and required maintenance periods. Submit three (3) copies of the proposed planting schedule snowing dates for each of planting She lordscope materials with certificates of inspection as required by governmental authorities. Comply with governing requisitions explicable to landscope materials Chality Control Procedures: work shall conform to State of Illinois Horsteutural Standards and local municipal requirements. inductions shall include: underling, destiting, propring, multiving and pruning for clams material, and of criming groundstant. Instructions for underling, destiting and impuring groundstant (0.0) days prior to request, or injuriests in Find accounts the find of criminates, further, and the find occurrence, large-large heptites, shall require copies of all instructions when haves, according to the contraction of the contraction of the contractions of the contrac

2.2 LAWN SEED MIXTURE Grass Seed Provide fresh, clean, retail etch sead compliring with the biological for parkly poly-germination established by the Citical Sead Analysta of Marth America. Physical sead of this grass species, proportions and measurum percentage of used sead, on specified.

LANDSCAPE WORK PART I - GENERAL

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GROUNDCOVERS, PERENNIALS AND ANNUALS

Harne and Marietyn. Provide numbery grown plant material true to name and variety. Chality: Provide trees, arrube and other plants complying with the recommendations and requirements of ANSI (EGI). "Standard for Numbery Stock" and as further specified.

Decidinal Sanchis. Proceed enters of the height about on fished and with not test than the title minimum, number of creat required at 3 abili 1801. The the type and recipie at early required. Proceed boiled and burkenotti (CUD) abordops shrups.

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25 PLANTING SOIL MIXTURE

2.6 EROSION CONTROL Provide planting soil mixture constituting of steam recommended taspell (steadsplead at size) for all Providing path, premarical, and and premarizations are now. Topsell shall be conditioned based on any recommendations country from the soil test in 1.3.C. Lour Seat Area Eration Control Blonces - North American Green DSTs, or equivalent comment days.

Provide mulch consisting of simulated forducest. Provide sample to Landscape Architect for approval prior to ordering materials,

31 PLANTING SCHEDULE LANDSCAPE NORK PART 3 - EXECUTION At least thety (30) days prior to the beginning of work in each area, submit a planting schooled for approval by the Landscape Anendect.

COARANTEES

Establism when contition determined to plant grouts are expertened such a nabble fill, powered shake another to obtain the obtained and state the large planting.

Notice Plorting Area Performance Criteria

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durantes tres, hivins, grandeserr and percentials for a paried at law year after side at leastfewer against affects including destin and unsatisfactory grouns, except for diffects tracking from regists by Outer, about an damage by others an including preserves or resistats which are stepral Leadesse habilities, factoris.

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A. Sooding New Lawns Remove existing grass, regetation and tunf. Dispose of such material legally off-site, as not turn over into soil being propored for launa.

 Till to a debth of set less tren \$1 apply soil previousles as headed; remove high seas and fill in depressions; till soil to a horroglesson mature of fine Lesting, promot lambs, debt, screen over if dismitter, roots and other estrateous matter. Displace of such material legally off-size. Bodded group shott receive an application of commercial facilities at the rate of it the per 1,000 kg. it. and shall have an analysis of it-b-8.

5. Lie set is form a wist maps, with light stated joins. But not not not within a wist maps with a state of the light state of the s 4. Lay and within 24 hours from time of estipping

LANDSCAPE WORK PART 2 - PLANT PATERIALS

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Tebrian planted and secolad areas by undering, militra/regrading, replanting and irrelementing enterior control as required to establish regalation fires of enoticed on laws areas. Begin maintenance immediately often planting, continuing until first acceptance, a minimum of thirty (30) days,

\$ 4 CLEAN UP AND PROTECTION Drivy landscape cont, store motionals and equipment where directed. Keep paraments also and contracts areas and adjoining areas in an enderly condition.

Supply written affabrit certifying composition of seed multimes and integrity of plant materials with respect to species, variety and source. The Limitation Americal reserval the right to impact, seeds, plocks, trees and airvies other as times depended for examination with requestments to rome, sometic, site, specify, abolity and mix proportion. 3.5 INSPECTION AND ACCEPTANCE

Notify the Conscious amphibits within the (5) days after completing initial analysis supplemental alarmings in each area.

Temporary Laun Seed History * 5 lbs.//,000 sq.ft. ad2: Kontucky Blugzons *8/25 ad2: Respond Ryagrans 201: Arvall Ryagrans

2.4 TREES AND SHRUBS Physicial plocks established and unifferented in removable containers or integral great sets and with red less from the minimum number and length of names required by ANSI 260.1 for the pot site endury or listed.

C. Decidan Trea. Provint trea et rejet od atler lista et blan ard with provinc carligation rearmendad by 1883 (261) for type and special regards. Provide seque stan trea trea exerciser special forms and should be listed. Provide balled and berimpard (189) stations trea.

Trees and Shrubs

Groundcover and Perential Beds

Grandcost, perendat, and amuals shall be planted in continuous bads of planting soil misture a minimum of 6° deep. Install per specing indicated on plan.

Coliforat (Impyrem: Projekt european at the earn haup or Stade Commitme volution minimum parties for site of any and aminimum type european parties for for extrem treats. Projekt goldly european with anti-induced form despubliquation requirements for extrem site minimum to the province provision and. Previde balled and surlapped (SES) european treas and considerated america.

 Remove and replace accessively privated or illiformed stock resulting from improper pruning. Priva soft injured or dead procedy from flowering trees, if any. Project control
leader of tree during injurying and proving approxima. Priva others to retain returns
commenter in econology with stondard particultural programs.

3. Multi pite, trendes and pitched order. Provide not less than 2" thickness of multi-and work into lay of backfill and finish level with adjacent fixish grader, Mantain exposed rest fibre at all times. Dien top of bookfill to offer for mulcivity. Provide additional bookfill bernn around edge of exercations to form shallow sources to collect water.

6. The Contextor shell be useful responsible for sussing the all trees are glorated in a seriacid and developed position and investment as throughout the fill of the context and apparents period. These may be may not be stated and injured depending upon the advanced period period of the Context, to hand on our burking procedure(s) must be expended by the Course prior to the installiation; one burking procedure(s) must be expended by the Course prior to the installiation.

3.3 INITIAL HAINTENANCE

AMBER MEADOWS

HOFFMAN ESTATES, ILLINOIS LANDSCAPE SPECIFICATIONS

Compensatory Storage and Native Planting areas are to be mound only area per spring during the initial three year establishment period.

firstant terticose work and invariant from demand and its limitation exerction, operation, and invariant tertification of the properties of the final in proceedings and invariant ending of the first invariant project. These, report or replace demandal landscape work as directed by turnitings and first land by turnitings and first landscape.

When the landscape work is consistent, including maintenance, the Landscape Architect will, upon regards, make a first inspection to actionability. After facil acceptance, the Owner will be reasonable for makepages.

 Till to a depth of red less than 6'; apply all amordments; romane high once and fill in deptembers; till soil to a hamagerous militare of first testure, manage turnes, class, stance and "I domester, not to and after extranous motion. Dispose of such material legally off-size. Remove existing gross, wegetation and turf. Dispose of such motorial topolly off-site. Do not turn over into soil being proposed for lower.

Seated law grows that regive po application of convencing fertilities at the rose of 5 lish, per 1,000 at 1,000 at 1 list for \$1,000 at 1,000 at 1 list for \$1,000 at 1,000 at

Do not use usit seed or seed which is molely on otherwise domaged in transit or stanger

b. Shu keed siving a inpresser or seeding meeting. Do not seed when used velocity is exceeds first (3) miles per hour. Districtive tend early oner entire oner by souring equal quartity in two directions of right project to each other. 6. After the seeding opporation is perspirated, surely a wood fiver mileth (Conway 2000) with wolfer or expressed expol) over the entire graved area of the rate of 2,000 lits, for ever, the a n-reclosively strate yellows have wiferen geraper, Exercise some landscape, activations of the major, activated to protect uniforcy, automobiles and people during the application of the major. 7. Rake lawn seed lightly into top I* of soil, nell lightly and water with a line spray. 6. Sow not less than specified note.

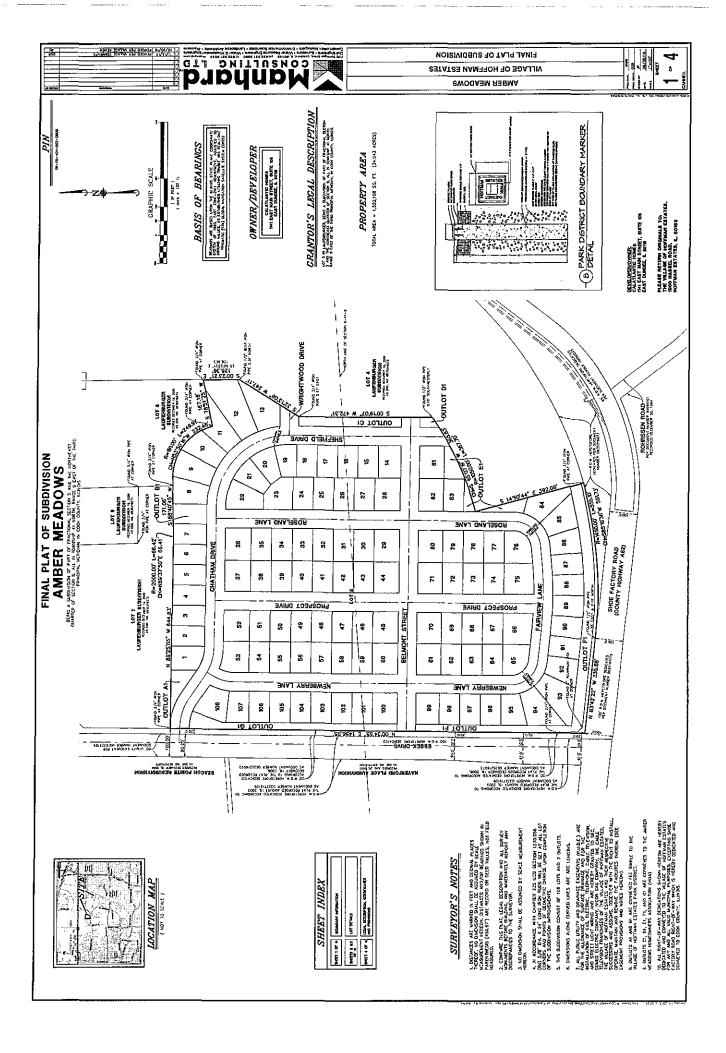
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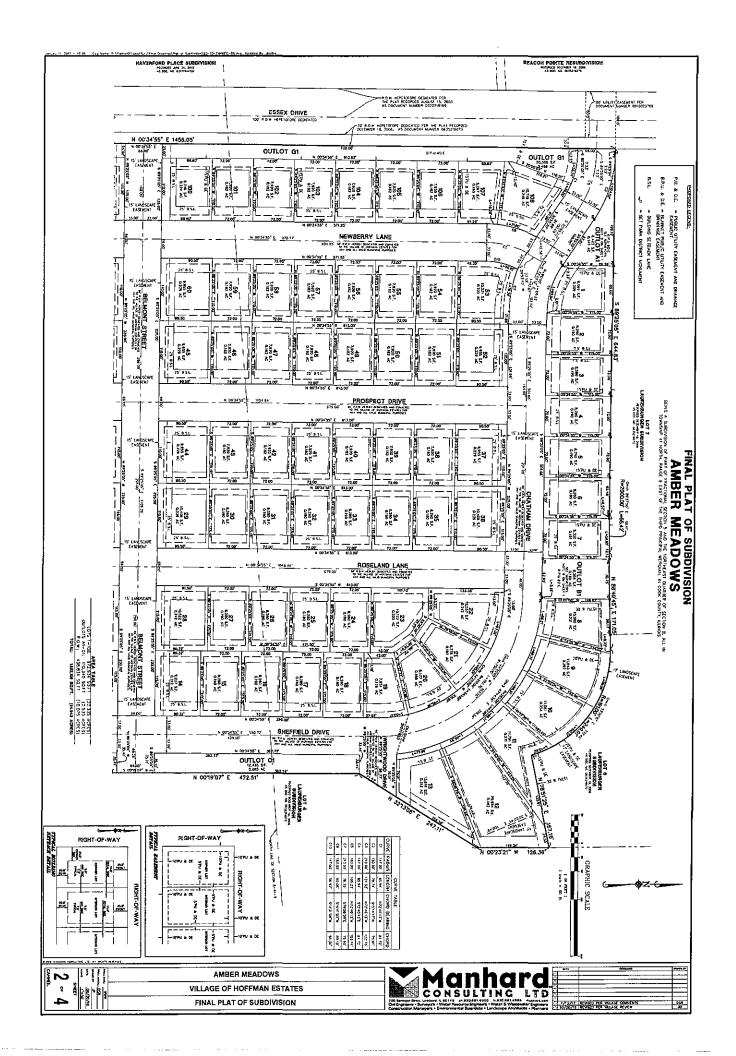
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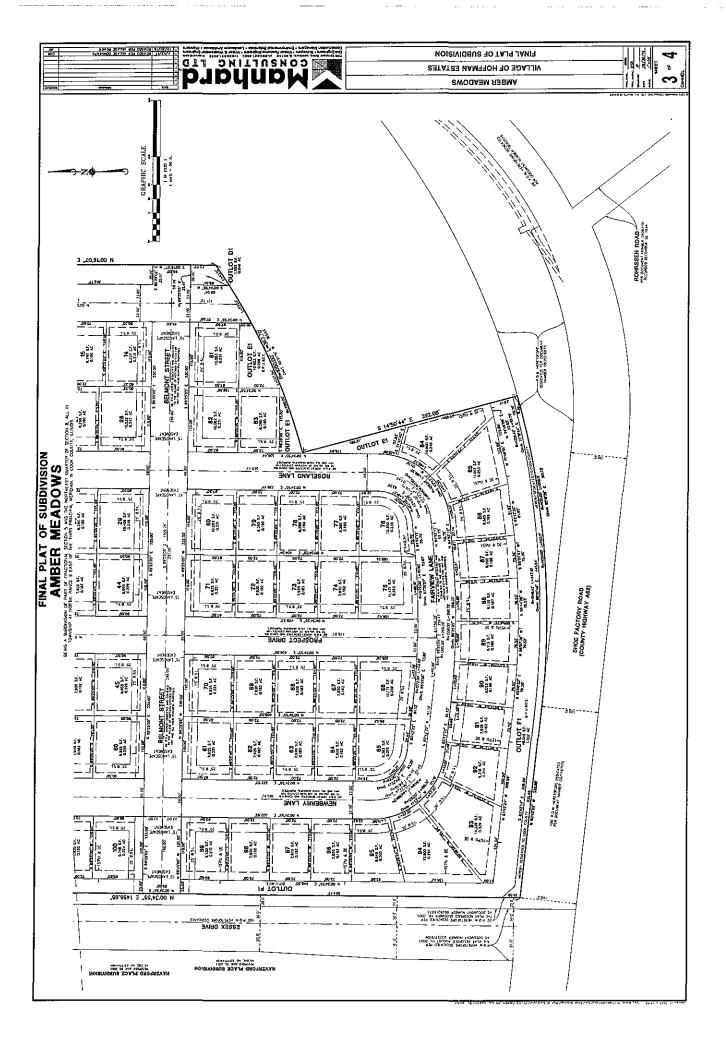




Final Plat of Subdivision







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Final Engineering

CALATLANTIC GROUP, INC 1141 EAST MAIN STREET, SUITE 108 EAST DUNDEE, ILLINGIS 60118 (224) 293-3100

Proposed Improvements

Manhard LTD

TEBHS BUTIL VILLAGE OF HOFFMAN ESTATES, ILLINOIS

WBER MEADOWS



01~35

INDEX OF SHEETS

SHEET NO. DESCRIPTION

NORTHEAST CORNER OF SHOE FACTORY ROAD AND ESSEX ROAD

STANDARD SYMBOLS

VILLAGE OF HOFFMAN ESTATES, ILLINOIS

AMBER MEADOWS

The second of th	GENERAL LAYOUT - NORTHEAST	GENERAL LAYOUT - SOUTHWEST	GENERAL LAYOUT - SOUTHEAST	GRADING PLAN - NORTHWEST	GRADING PLAN - NORTHEAST	GRADING PLAN - SOUTHWEST	GRADING PLAN - SOUTHEAST	EMERGENCY OVERFLOW CROSS SECTIONS	SOIL EROSION AND SEDIMENT CONTROL PLAN - NORTH	SOIL ERDSION AND SEDIMENT CONTROL PLAN - SOUTH	SOIL EROSION AND SEDIMENT CONTROL PLAN DETAILS	
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8	BELMONT STREET - PLAN AND PROFILE 1
21	BELMONT STREET - PLAN AND PROFILE 2
25	NEWBERRY LANE - PLAN AND PROFILE
23	FARMEW LANE - PLAN AND PROFILE
*	ROSELAND LANE - PLAN AND PROFILE
25	PROSPECT DRIVE - PLAN AND PROFILE 1
3 2	PROSPECT DRIVE - PLAN AND PROFILE 2
23	OFFSITE SANITARY SEMER PLAN AND PROFILE
28	STREET SIGNAGE AND LIGHTING PLAN

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LOCATION MAP

ABBREVIATIONS

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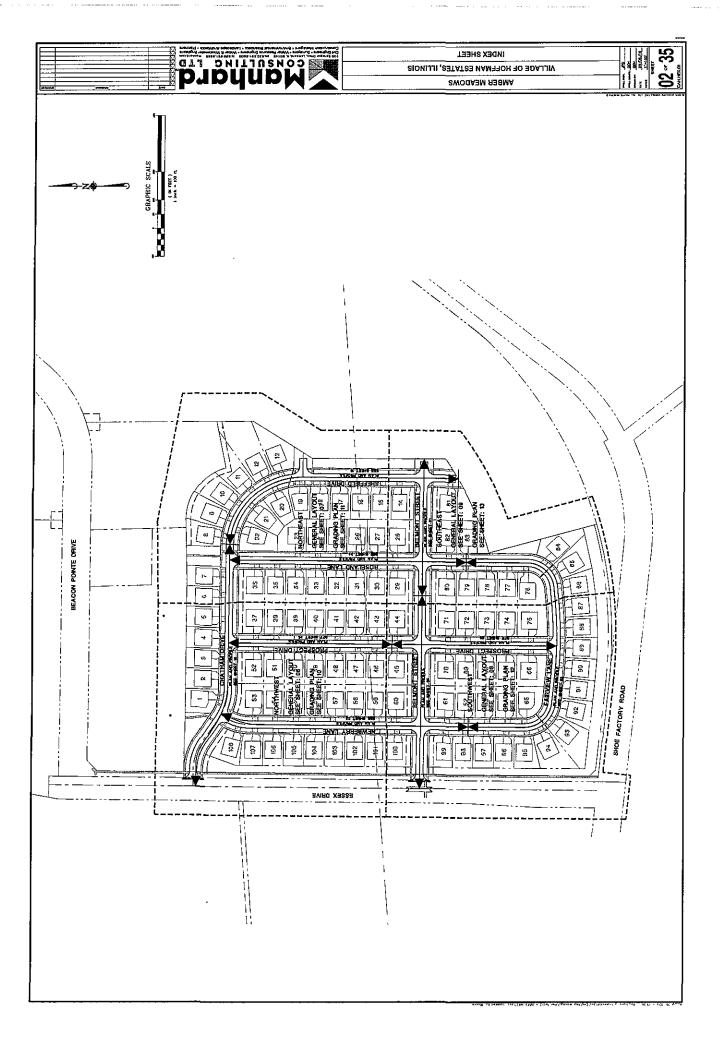
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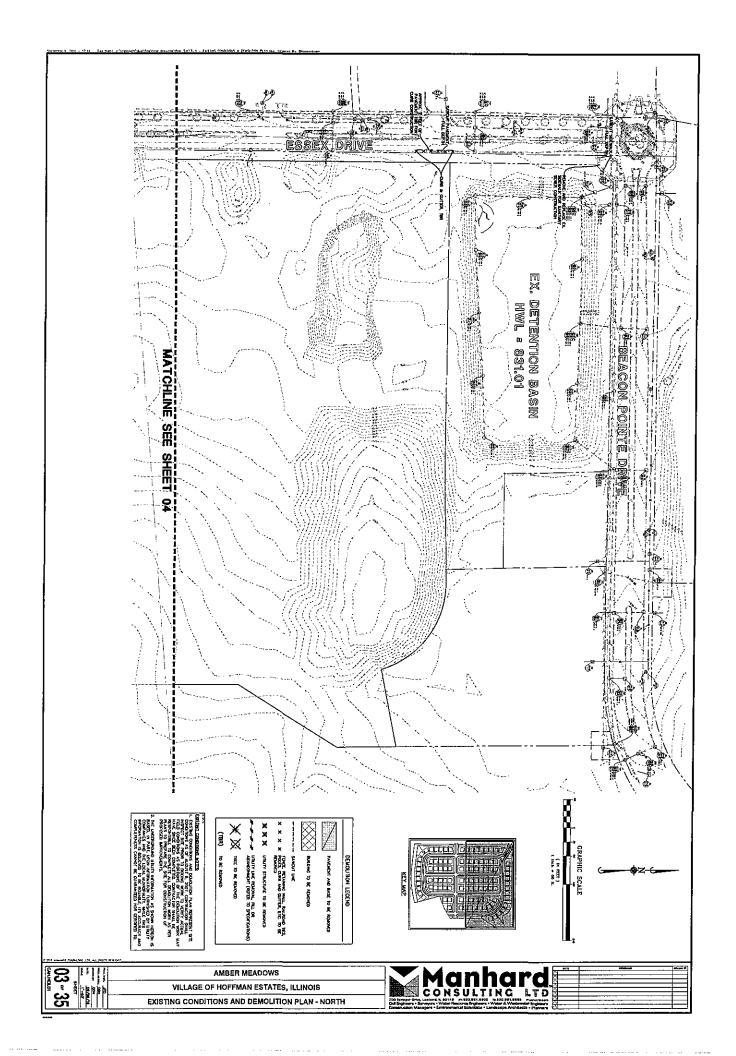
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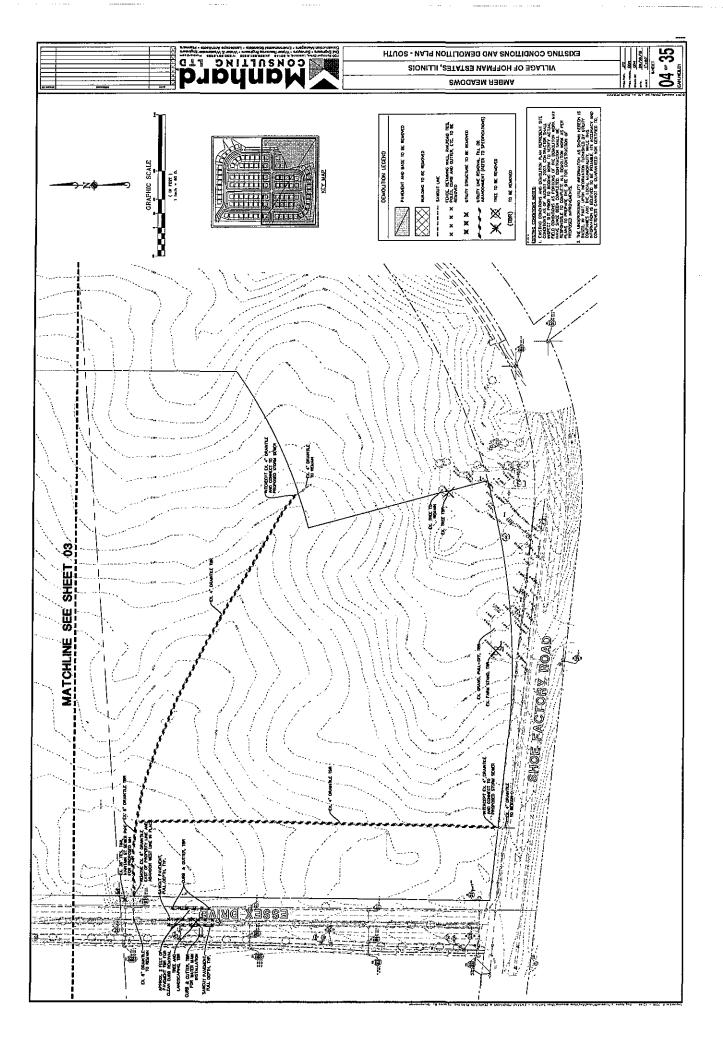
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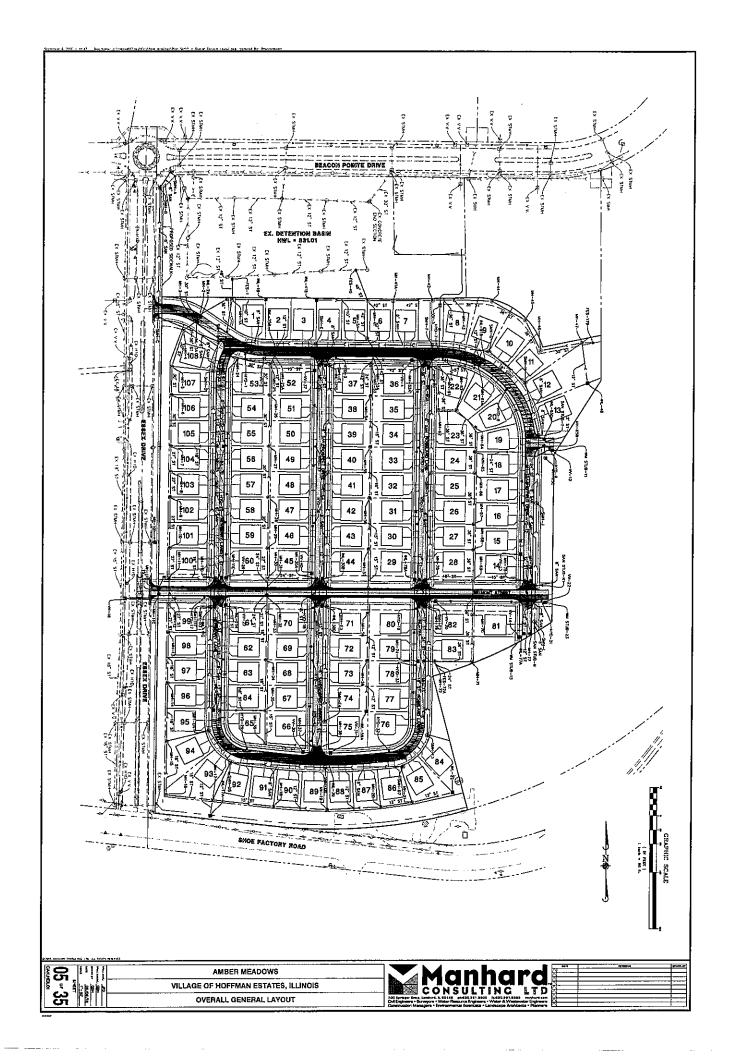
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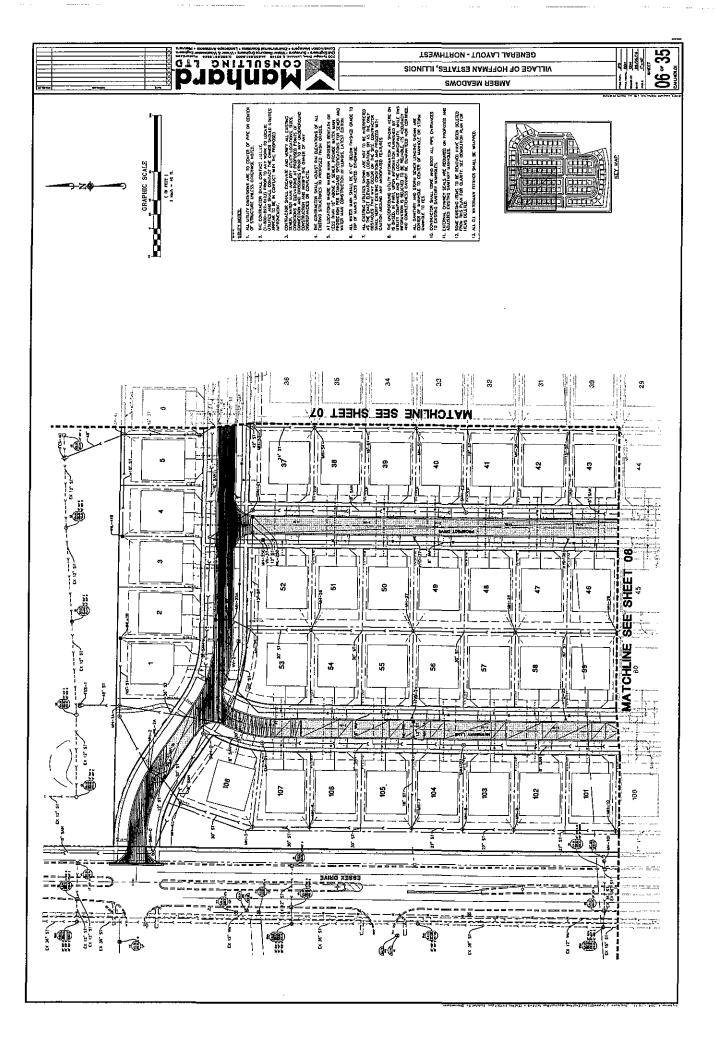
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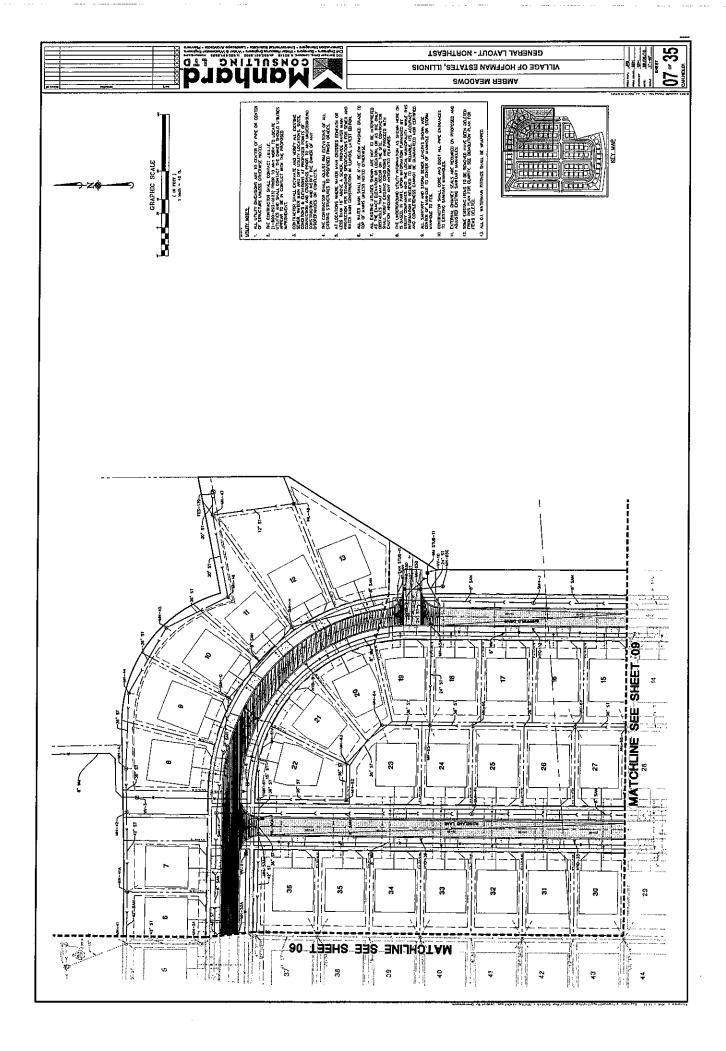


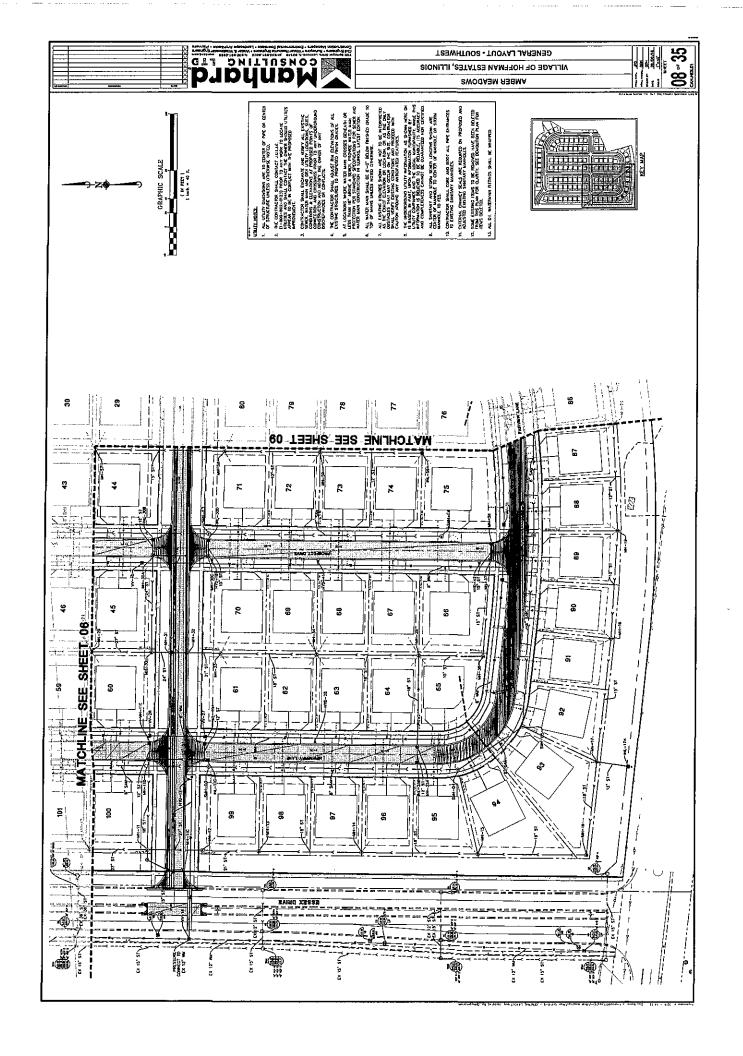


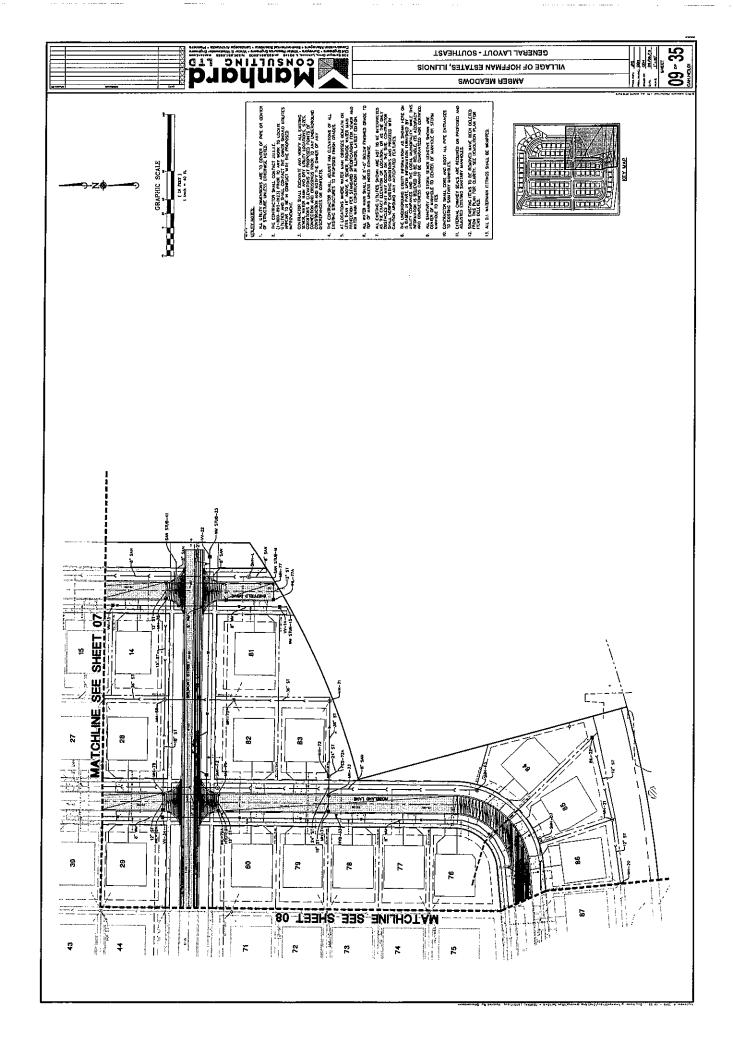


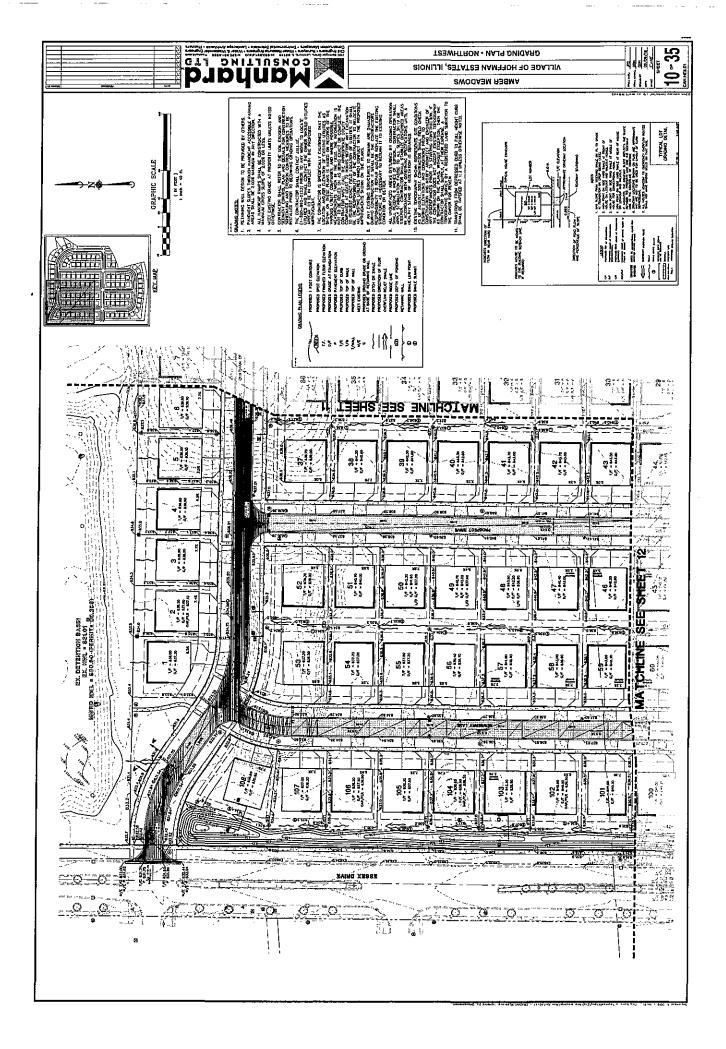


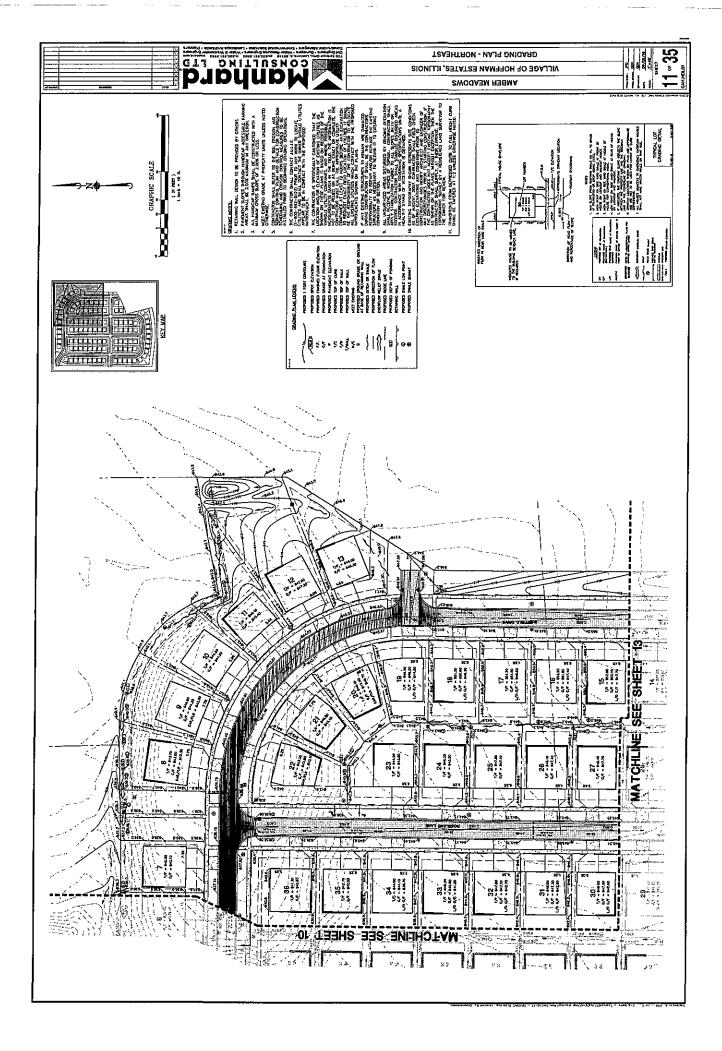


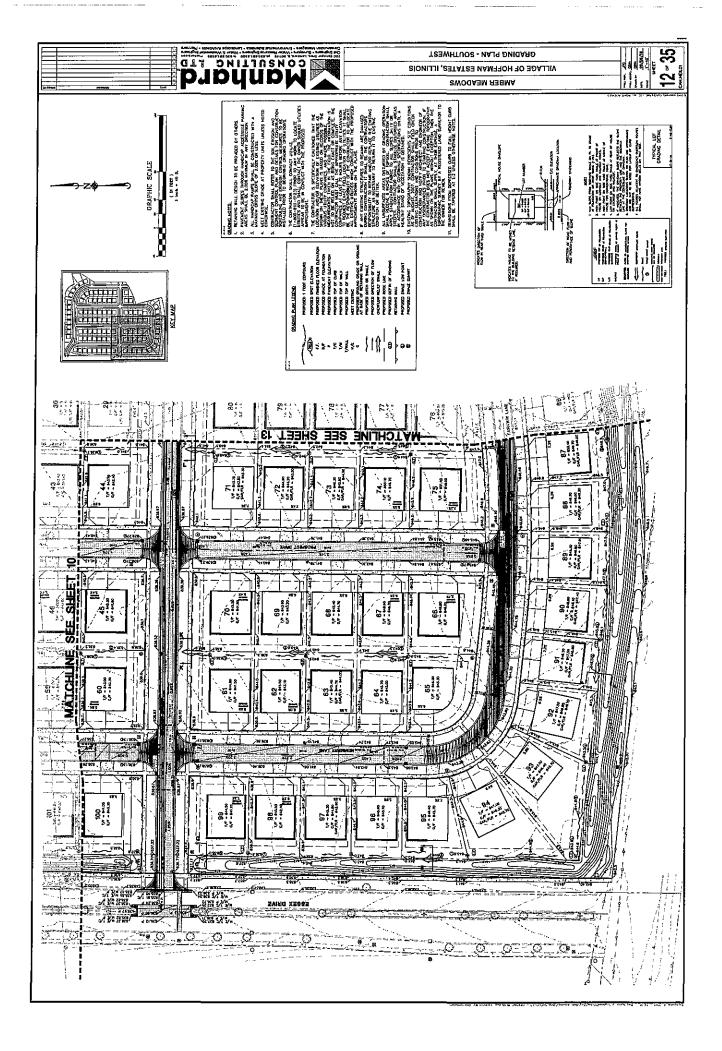


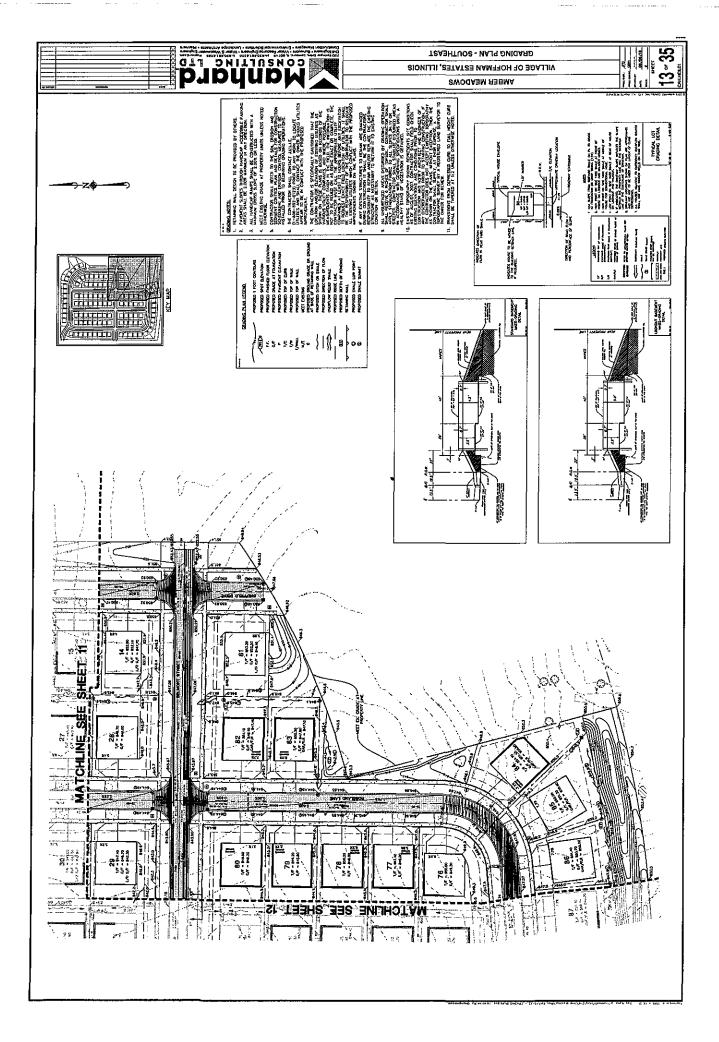


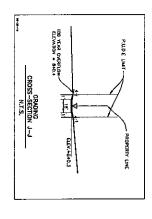


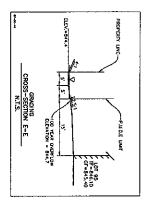


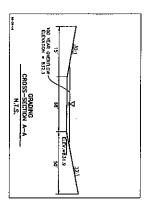


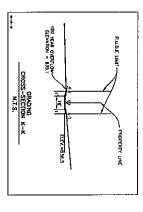


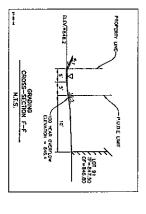


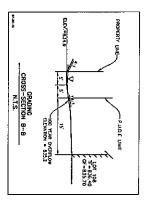


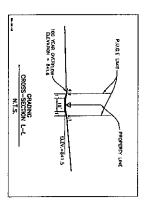


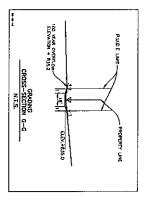


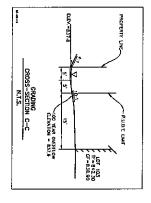


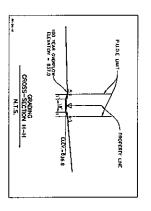


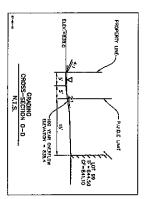




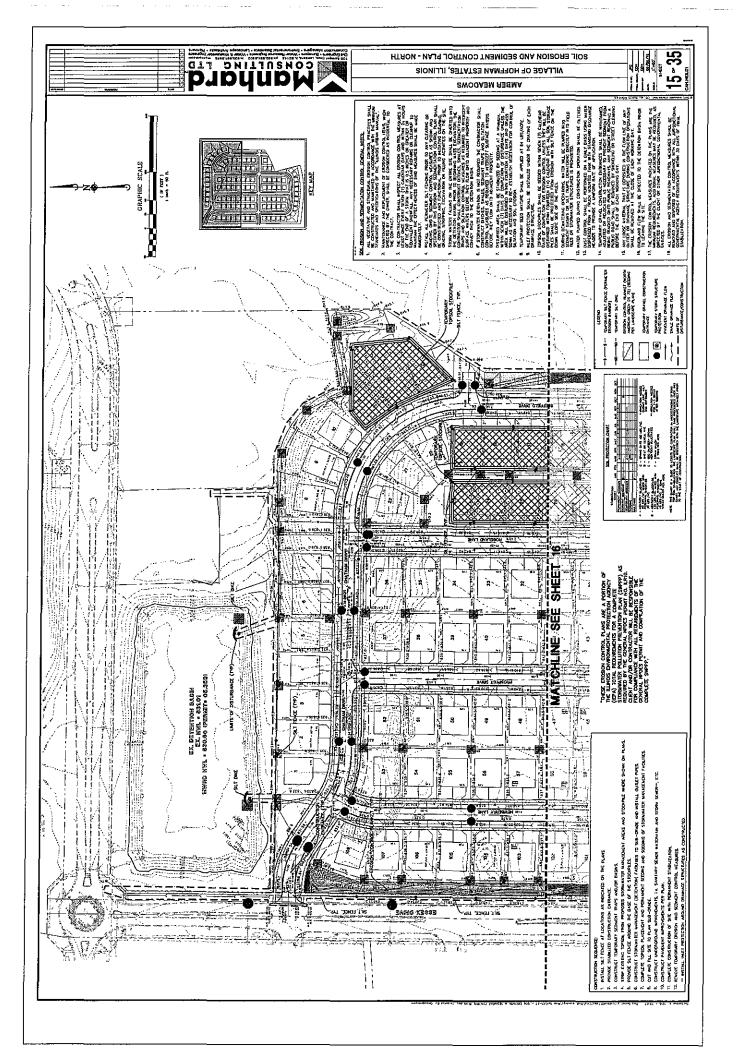


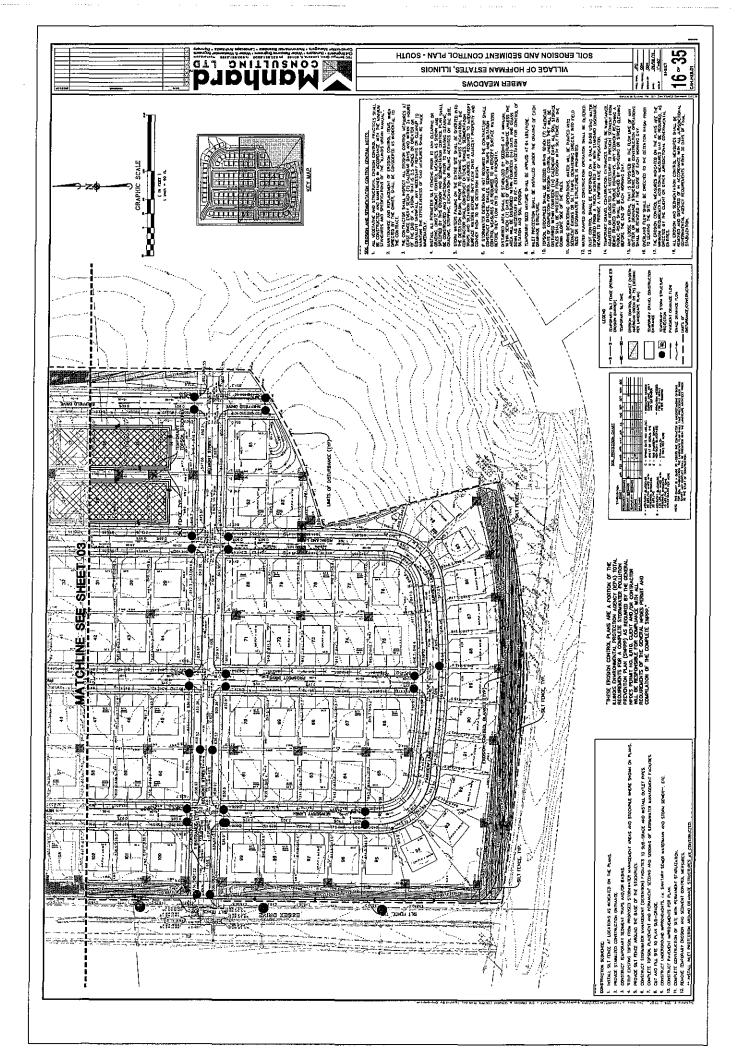






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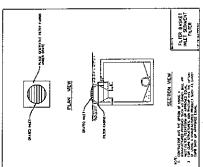


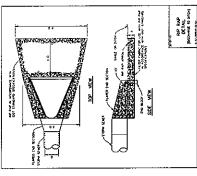


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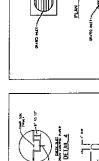
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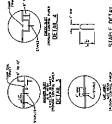


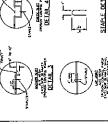


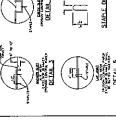


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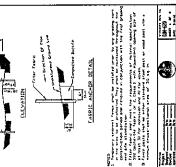


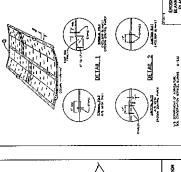


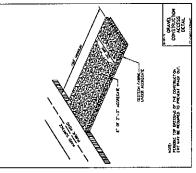
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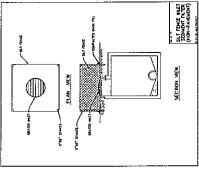
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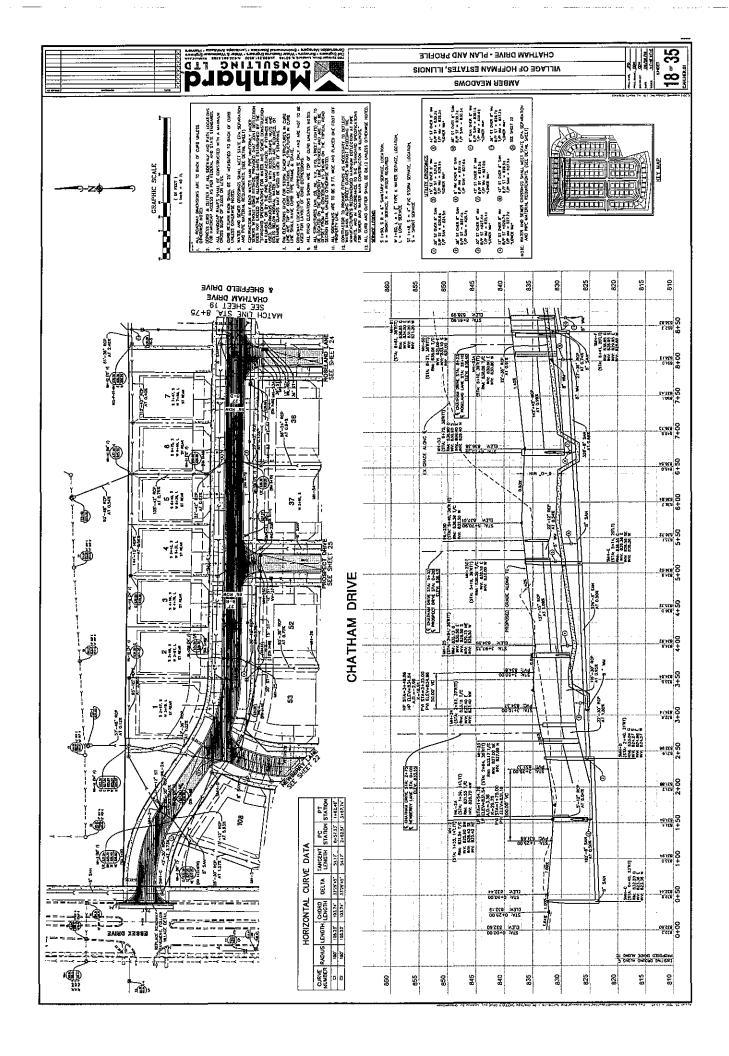


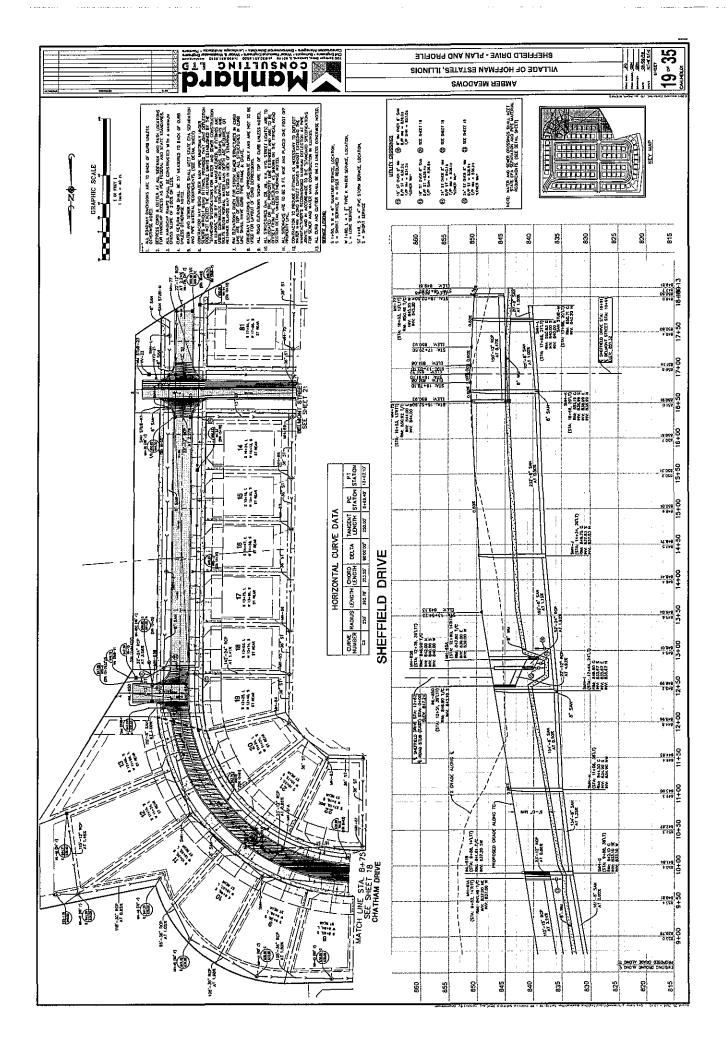
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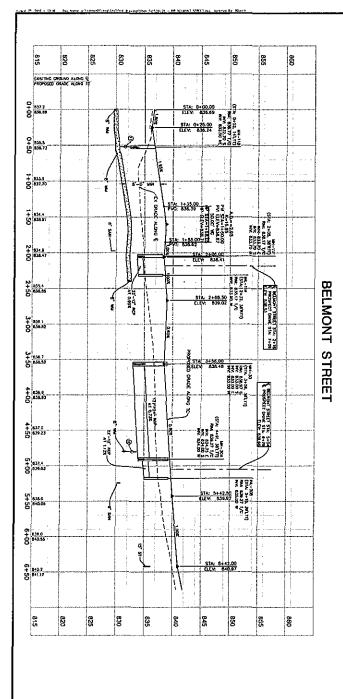
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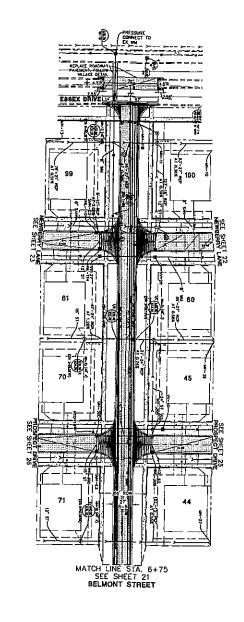
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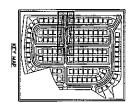
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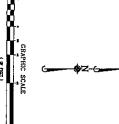


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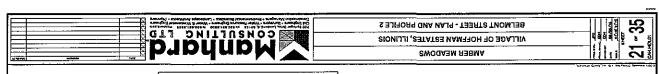


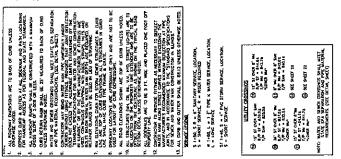
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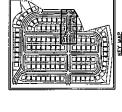
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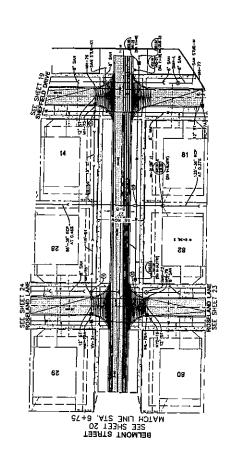
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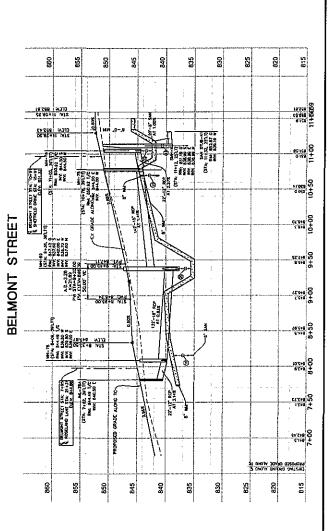


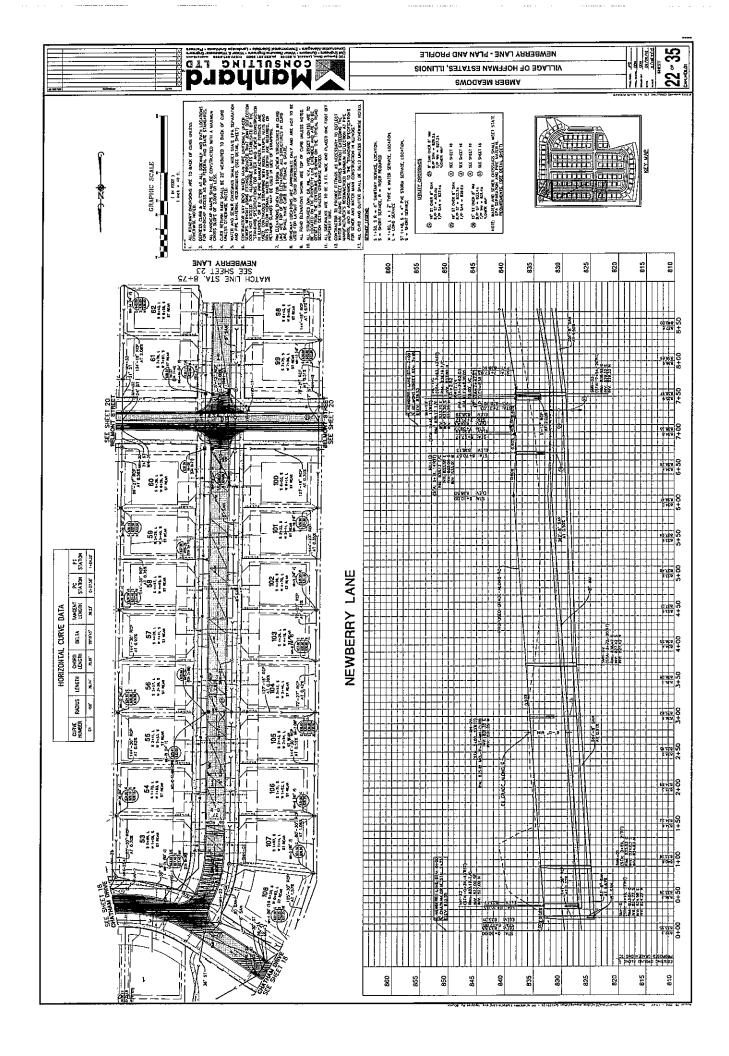


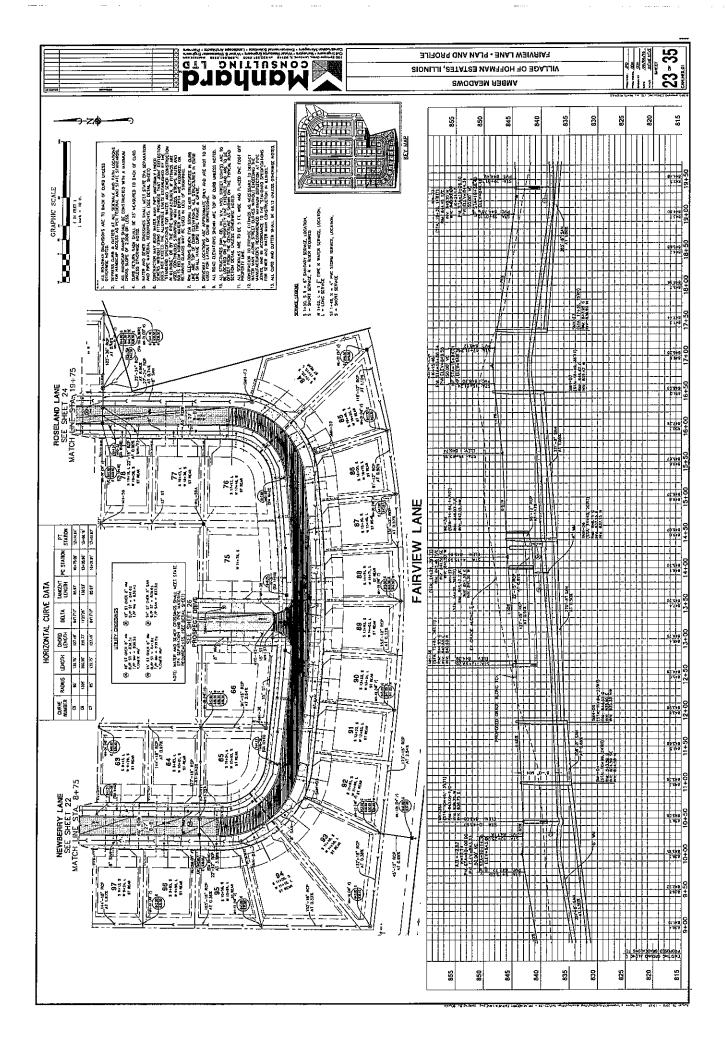


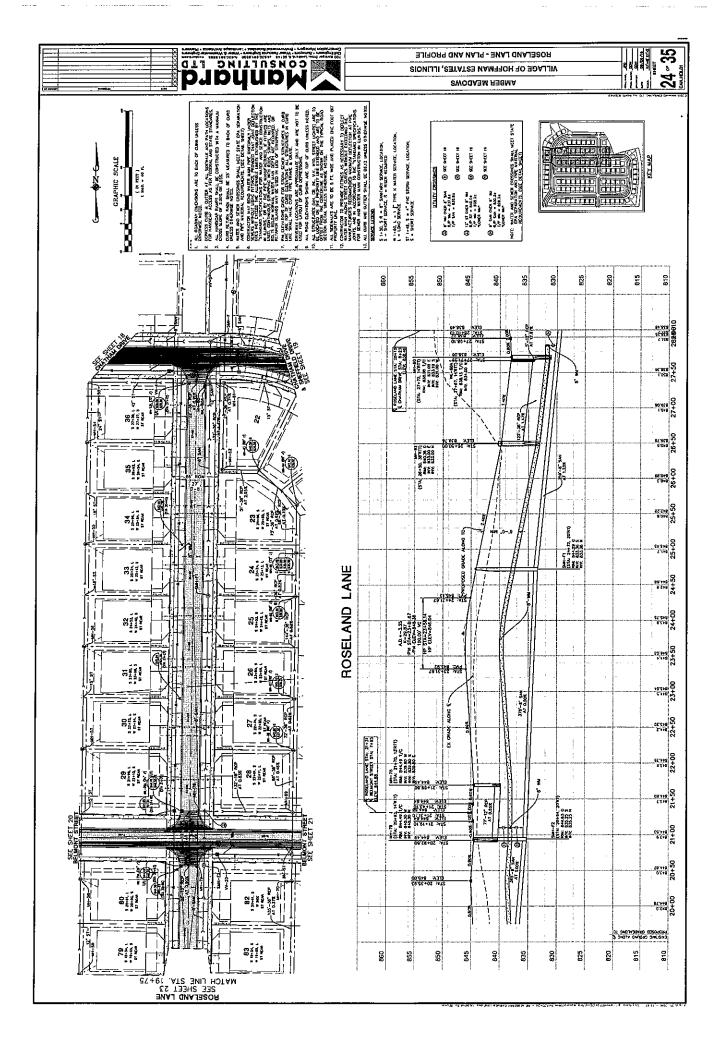


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PROSPECT DRIVE - PLAN AND PROFILE 1 VILLAGE OF HOFFMAN ESTATES, ILLINOIS







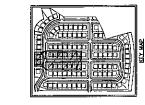


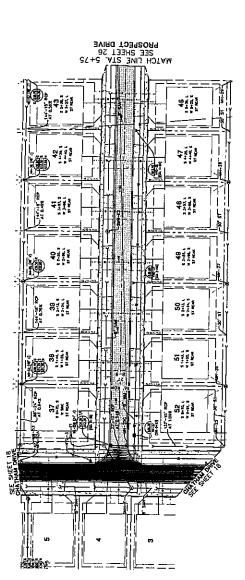
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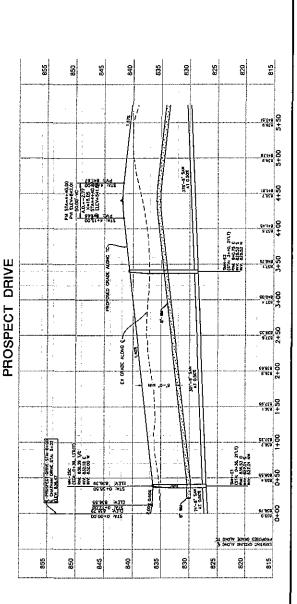
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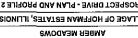
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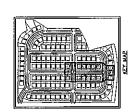






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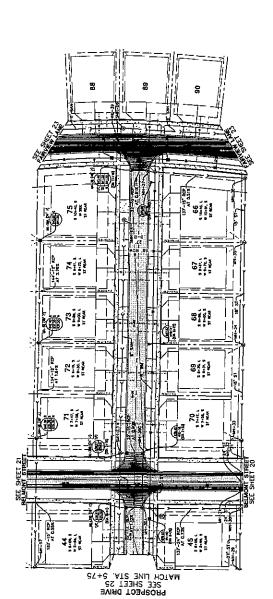
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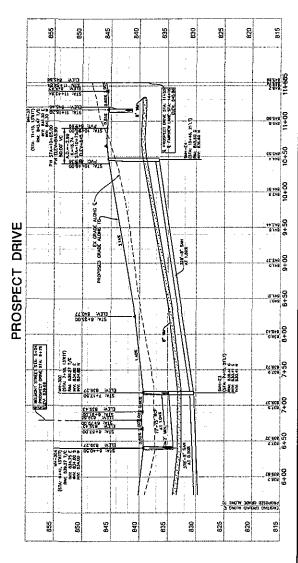


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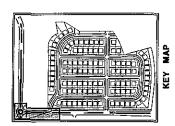


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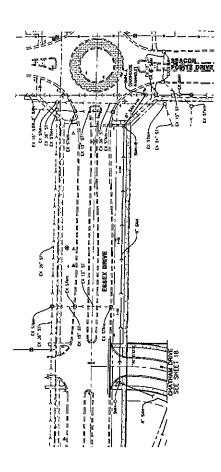
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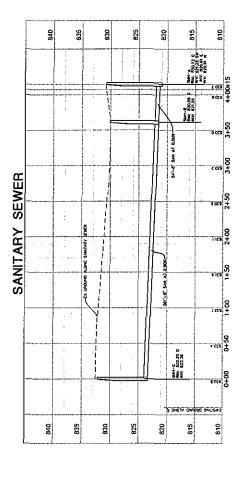
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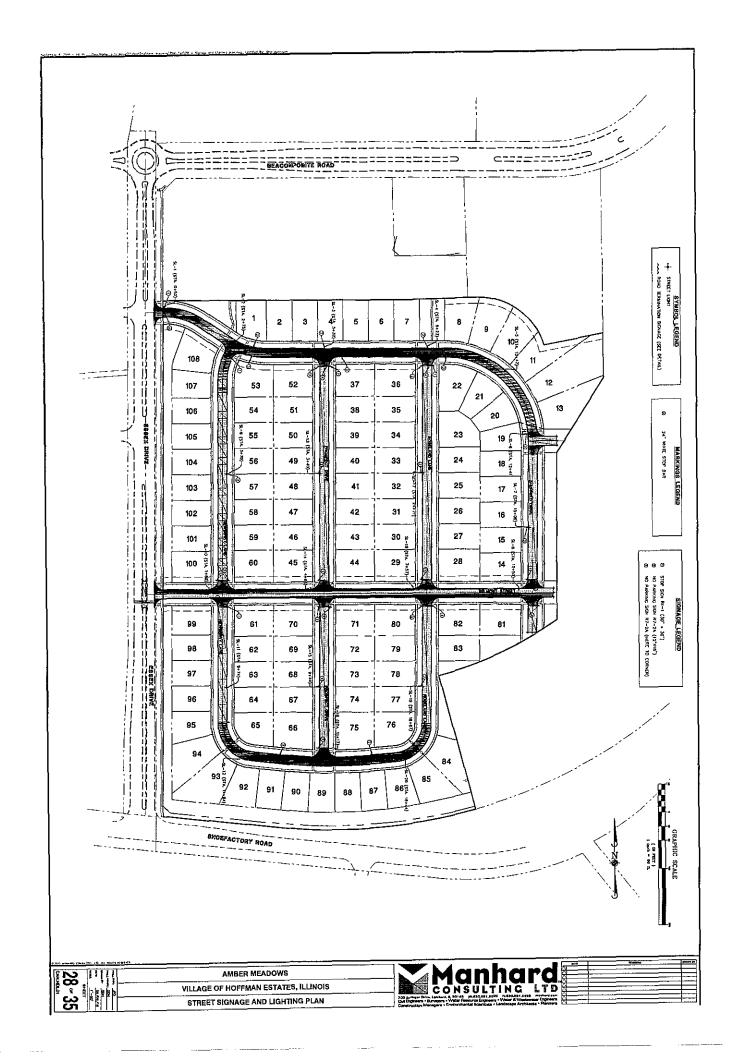


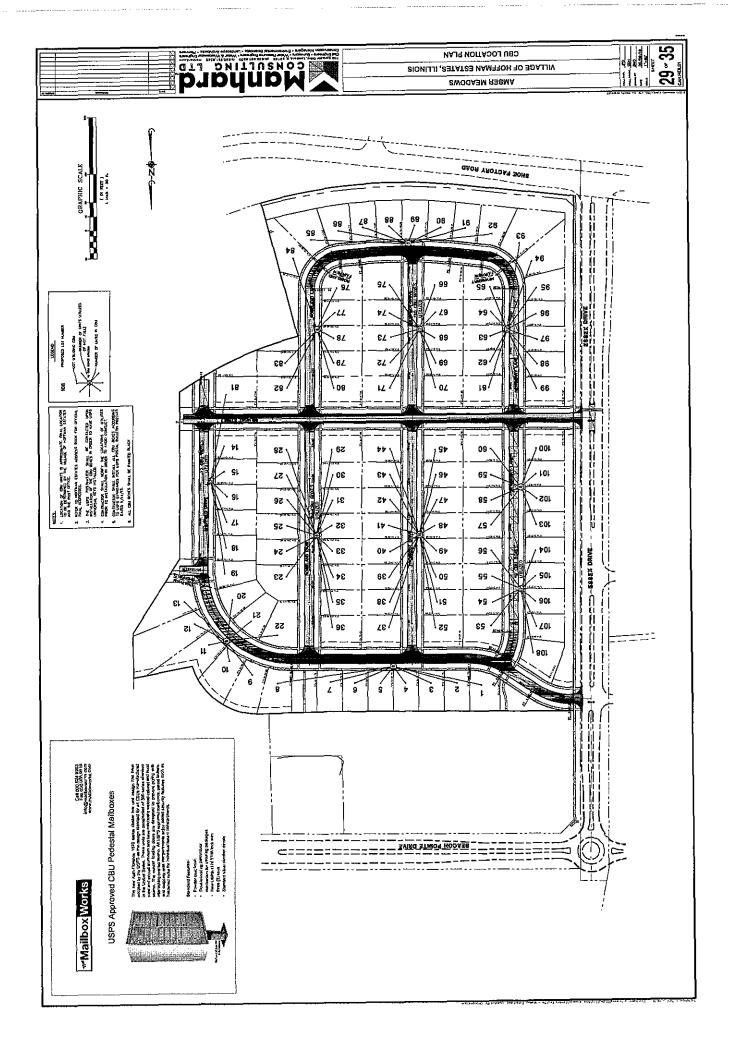


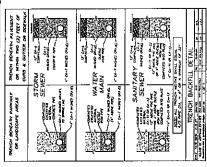


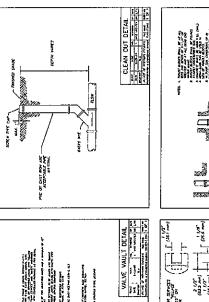




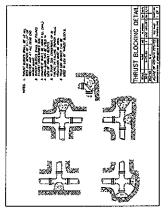


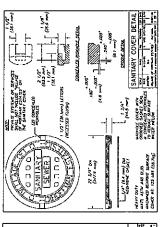


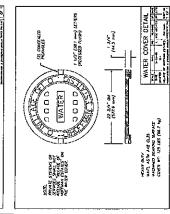


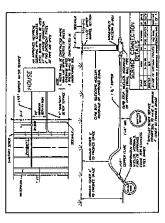


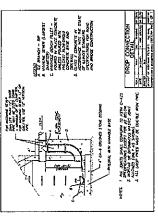
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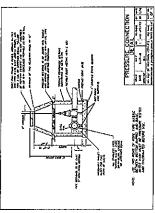


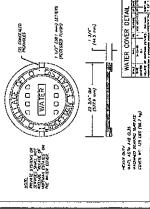


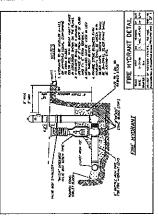


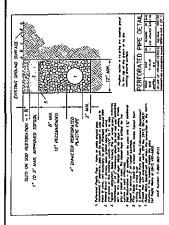


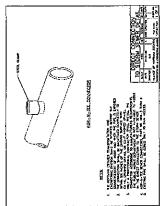


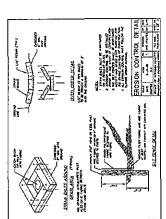


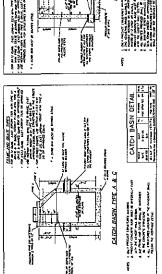


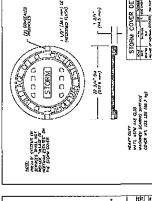


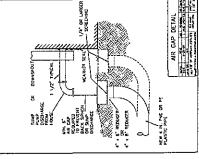


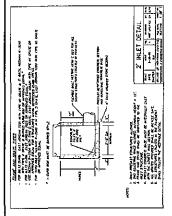


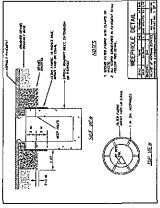


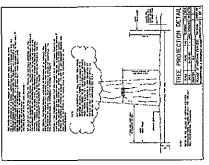












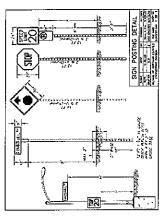


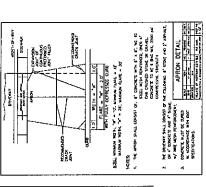
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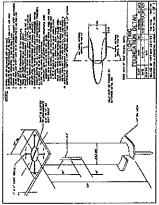
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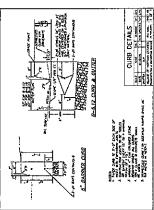
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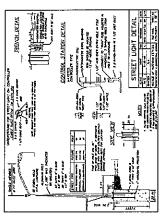


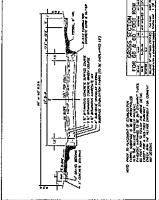


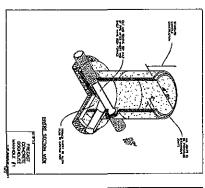


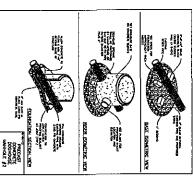


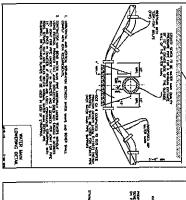


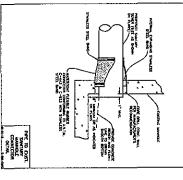


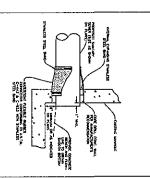














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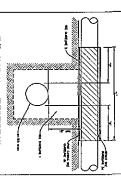
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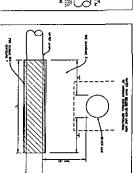
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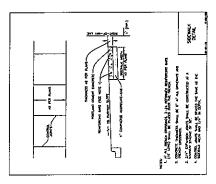
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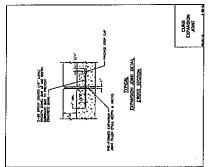
AMBER MEADOWS
VILLAGE OF HOFFMAN ESTATES, ILLINOIS
CONSTRUCTION DETAILS - 4

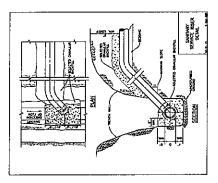


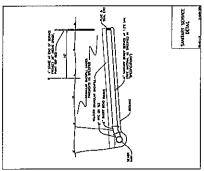


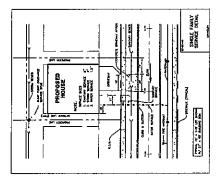


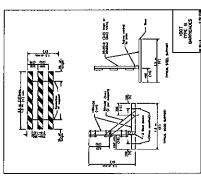


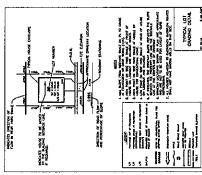












Development Standards

[See attached]

Development Standards

Floor Area Ratio	.48
Trees	Per Plan
Brick Percentage	For a minimum of 50% of the homes in each subdivision phase, a minimum of 30% of the front elevation of each home shall be brick.
Brick Wrap	All brick shall be wrapped at corner transition areas to the first interior (or exterior) corner of the side wall if such a natural break point is not excessively distant from the corner, or as is architecturally appropriate.
Building Height	Shall not exceed 35 feet

Fees and Donations

- 1. In Lieu Impact Fee. Amber Meadows Property shall pay the amount that would otherwise be due under the Fair Share Road Improvement Impact Fee Ordinance (subject to any changes in such fees as determined at the time the payment is due in accordance with Village Code) for the Property under the Village Fair Share Road Improvement Impact Fee Ordinance as a "Road Improvement In Lieu Impact Fee," with such fee to be paid upon application for issuance of a building permit for each residential unit.
- 2. Municipal and Emergency Services Fee. A donation of one thousand six hundred dollars (\$1,600) per dwelling unit indexed for inflation, utilizing the Consumer Price Index on an annual basis beginning at the time of Village approval of the "Fourth Amendment" to the University Place Annexation Agreement, shall be made for each residential unit upon application for the issuance of the building permit. Said funds shall be used by the Village in funding, constructing, furnishing, and equipping municipal and emergency services facilities.
- 3. Municipal Cash Donation. A donation of one thousand five hundred dollars (\$1,500) per dwelling unit indexed for inflation, utilizing the Consumer Price Index on an annual basis beginning at the time of Village approval of the "Fourth Amendment" to the University Place Annexation Agreement, shall be made for each residential unit upon application for the issuance of the building permit.

Recaptures Fees

(see attached)

Recapture Fees

Recaptures

RECAPTURE	BASE AMOUNT	UNIT	INTEREST	INITIATE DATE	SERVICE CHARGE	EXPIRATION DATE
Ordinance 4323 Sanitary – EDA Facility	\$969.00	per Acre	7.50%	1/23/1992	5%	12/31/2027
Ordinance 4359 Shoe Factory Road Lift Station and Force Main	\$1,298.00	per Acre	5.50%	10/10/2001	5%	3/4/2023
Resolution 1226 Water Tower Donation	\$227.27	per P.E.	Adjust w/CPI	5/17/2004	0%	

Elevations

[See attached]

Hudson

Amber Meadows



ELEVATION C WITH OPTIONAL BRICK & RAILS



ELEVATION A



ELEVATION B



Ridgefield Amber Meadows



ELEVATION C SHOWN WITH OPTIONAL BRICK



ELEVATION A



ELEVATION B SHOWN WITH OPTIONAL BRICK





Victoria Amber Meadows



ELEVATION C SHOWN WITH OPTIONAL BRICK



ELEVATION A



ELEVATION B





Kensington Amber Meadows



ELEVATION C SHOWN WITH OPTIONAL BRICK



ELEVATION A



ELEVATION B





Mirabell Amber Meadows



ELEVATION C SHOWN WITH OPTIONAL BRICK + RAILS



ELEVATION A



ELEVATION B SHOWN WITH OPTIONAL BRICK





Versailles Amber Meadows



ELEVATION C WITH OPTIONAL BRICK



ELEVATION A



ELEVATION B WITH OPTIONAL BRICK





Westbury Amber Meadows



ELEVATION C WITH OPTIONAL BRICK & RAILS



ELEVATION A



ELEVATION B



Stonehurst Amber Meadows



ELEVATION C SHOWN WITH OPTIONAL BRICK



ELEVATION D SHOWN WITH OPTIONAL BRICK



ELEVATION B SHOWN WITH OPTIONAL BRICK



ELEVATION A



Variations from Village Ordinances

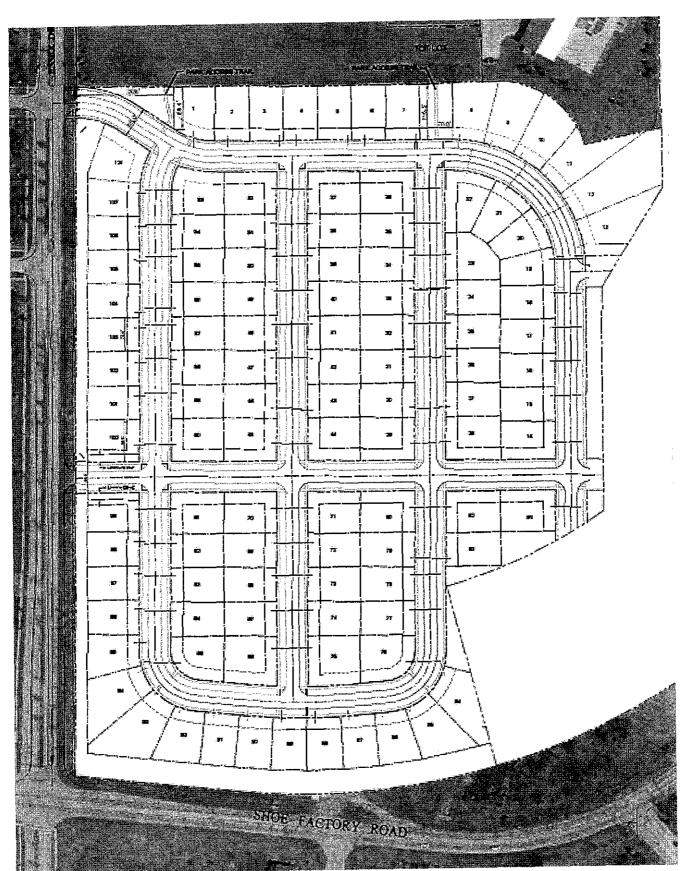
[To be inserted prior to finalization]

VARIATIONS FROM VILLAGE ORDINANCES

FAR (Floor Area Ratio)	.48
Monuments	2 Monuments, one at each entrance of subdivision

Marketing Site Plan

[See attached]



Entrance Sign 4'Wx 8'H face installed no more the 10' high

<u>Double sided sign</u> - sign height will be measured from the top of the grade at the post to the top of the sign face.

Located at entrance of community at the intersection of Essex Drive and Belmont St

Example sign art - colors may change, text will be accurate for community information. Not to scale.



Update message when community opens



Community Sign 10'Wx 8'H face installed no more the 10' high

<u>Double sided sign</u> - sign height will be measured from the top of the grade at the post to the top of the sign face.

Located at the northeast corner of Shoe Factory Rd & Essex Dr.

Example sign art - colors may change, text will be accurate for community information. Not to scale.



Update message when community opens

Now Selling

Directional Signs - 4 signs - up to 2'Wx 2'H face installed no more the 5' high

<u>Double sided signs</u> - sign height will be measured from the top of the grade at the post to the top of the sign face. - fae not to exceed 4 sq ft

4 signs located along Essex and within the community to direct traffic to the models. Locations vary based on development work. Signs may be placed in the center median of Essex.

Example sign art - Sizes will vary, not to exceed size shown above. Colors may change, text will be accurate for community information. Not to scale.



Directional Sign 24"x 24"

Sales Center information Sign 36"W x 48"H face installed at 54" high

<u>Double sided sign</u> in front of model with sales center - sign height will be measured from the top of the grade at the post to the top of the sign face.

Install in front of model

Example sign art - colors may change, text will be accurate for community information. Not to scale.



1 Corporate flags - on silver flag poles up to 24' tall

Located by models

Example flag art - colors may change. Not to scale.



Horizontal Banner

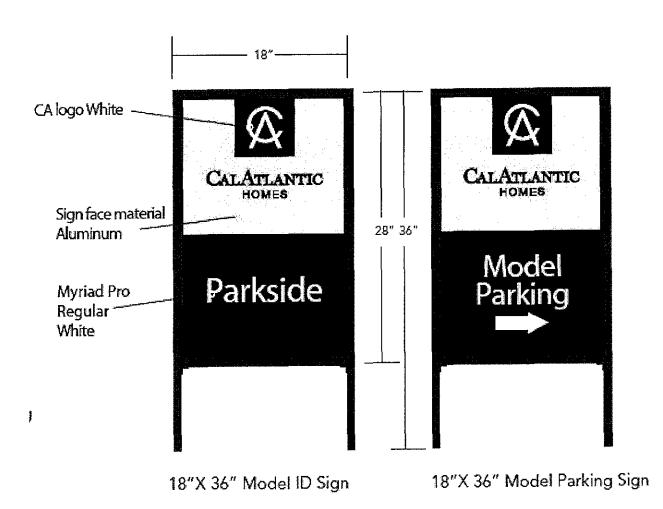
6'x3' Nylon Grometed Pole Flag Color: PMS 2955

Model ID and Parking Signs 18"W x 28"H face installed at 36" high

<u>Double sided sign</u> - sign height will be measured from the top of the grade at the post to the top of the sign face.

Install in front of each model and the parking lot

Example sign art - colors may change, text will be accurate for community information. Not to scale.



Parking signs

- 4 parking signs
- 18" x 24"
- Signs must be located with a CalAtlantic Homes employee



Handicap Parking signs

- · Need 1 sign with fine installed on marked parking stall
- Need to meet Hoffman Estates requirements

VILLAGE OF HOFFMAN ESTATES PERFORMANCE SURETY BOND

BOND NO:	DATE BOND EXECUTED:	_
PRINCIPAL:	BOND AMOUNT: (written out & numerically)	
CO-PRINCIPAL(S):	DEVELOPMENT DOCUMENTS:	
SURETY(IES):	PROJECT:	

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal(s) and Surety(ies) hereto, recite and declare that:

- 1. We are held and firmly bound to the obligee Village of Hoffman Estates, Illinois (hereinafter called "Village"), in the sum written above in lawful money of the United States of America, to be paid to the Village, its successors or assigns, for the payment whereof Principal(s), Co-Principals and Surety(ies) bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this Bond.
- 2. The condition of this Bond is that if the Principal shall in every respect perform all of its obligations under the Development Documents identified above, which Development Documents are incorporated herein by reference, then this Bond shall be void; otherwise, the Bond shall continuously remain in full force and effect until released by the Village. Development Documents shall also include any annexation agreements, development agreements, plats, zoning approvals, engineering plans, site plans or other Village documents associated with the Project, including any laws, ordinances or governmental regulation related to the Project.
- 3. Surety waives all of its surety defenses including, but not limited to, the following:
 - a) It shall be the duty of the Principal to notify the Surety of any revision of the plans, profiles and specifications referred to in the Development Documents. The Surety expressly waives any right to receive notice from the obligee or to review or approve any revisions to the plans, profiles and specifications referred to in the Development Documents which are required to meet governmental standards. No such revisions of any kind in the work shall in any way affect the obligation of the Surety under this Bond;

- b) The addition or reduction in subdivision lots or area to those shown in the original plat of subdivision, site plan or construction plan referred to in the Development Document shall in no way affect the obligation of the Surety under this Bond;
- c) Any extension of time beyond the period provided for in the Development Document for completion of its obligations under the Agreement shall in no way affect the obligation of the Surety under this Bond;
- d) The failure or refusal of Village to take any action, proceeding, or steps to enforce any remedy or exercise any right under the Development Document, or that taking or any action, proceeding, or step by Village, acting in good faith upon the belief that same is permitted by the provisions of the Development Documents, shall not in any way release Principal or Surety, or either of them, or their respective executors, administrators, successors, or assigns, from liability under this Bond. Surety hereby waives notice of any amendment, indulgence made, granted or permitted;
- e) The Principal, Co-Principal and Surety intend that each provision of this Bond be valid and binding upon them and expressly agree to abide thereby;
- f) In the event of a default of this Bond, the Village may terminate whatever rights Principal, Co-Principal and/or Surety may have to perform further work on the Project.

4. Default:

- a) A default shall be deemed to have occurred on the part of the Principal if Principal shall fail to complete its obligations under the Development Documents within the time set forth therein or any extensions thereof; or, prior to the expiration of such period, if in the judgment of the Village, the Principal has:
 - 1) abandoned the performance of its obligations under the Development Documents; or
 - 2) renounced or repudiated its obligations under the Development Documents; or

- 3) clearly demonstrated through insolvency, or otherwise, that its obligations under the Development Documents cannot be completed within the time allotted under the Development Documents.
- b) If the Principal defaults in the performance of all or any part of the obligations specified in the Development Documents, the Village shall give written notice of the default to the Surety, with a copy to the Principal and Co-Principal, if any. In the event of such default and notice, Surety shall, within 45 days of receipt of the default notice, give written notice to the Village stating whether Surety will assume the Development Document obligations and the obligations of the Principal, and should it elect to assume said obligations, Surety shall be required to complete the Development Documents according to its terms and provisions within 180 days of said notice, but not before expiration of the period provided for under the Development Documents and approved extensions thereof. In the event that Surety elects to assume the obligations of Principal as provided herein and thereafter fails to faithfully perform all or any part of the work, or should it unnecessarily delay all or any part of the work, then the Village may proceed as provided in Paragraph No. 5 of this Bond.
- 5. Should Surety following notice of default notify the Village that Surety elects not to assume the obligations of Principal under the Development Documents, or fails within 45 days of receipt of the default notice as provided in Paragraph No. 4b) above to notify the Village whether Surety elects to assume the obligations of Principal under the Development Documents, or having elected to assume the obligations of Principal, should it then fail to perform, then in any event the Village may elect any of the following procedures or any combination thereof:
 - a) Terminate whatever rights the Principal, Co-Principal and/or Surety may have to perform further work on the Project;
 - b) Take over or relet all or any part of the work under the Development Documents which is not completed and complete the same for the account and at the expense of the Principal and Surety, who shall be jointly and severally liable to Village for the costs incurred in completion of the obligations under the Development Documents and/or correction thereof. Such costs as identified in the Development Documents shall include, but not be limited to, construction, engineering, surveying, maintenance, deterioration, administration, supervision, reasonable attorney's fees, and any costs associated or related to any litigation of this agreement and shall be adjusted for inflation. The amount of Village's actual costs for completion and/or correction of the work required under the Development Documents shall be conclusive of the extent of the liability of Principal and Surety;

- Should Surety, following notice of default notify the Village within c) 45 days of the receipt of the default notice choose to pay the Village for completion of the obligation under the Development Documents, the Surety shall have the right to demand that the Village state a sum constituting the estimated costs at that time, of completion and/or correction of the work required under the Development Documents, such as costs as defined in Paragraph No. 5(b). Surety may then pay over to the Village the sum so stated and be released from any further obligations under this Bond. Provided, however, that the Surety shall in no event be required to pay over any such sum to the Village, nor any other sum under this Bond, prior to judgment in a suit hereunder. If funds are paid over under this section and the paid over funds are not sufficient to complete the work, the Village's sole remedy shall be to proceed against the Principal(s) and Co-Principals for any deficiency. If there are any paid over funds not necessary for completion of the work, the Village will return the excess, with legal interest, to Surety after completion of the work.
- 6. If any action or proceeding is initiated in connection with this Bond and any and all obligations arising hereunder the venue thereof shall be in State Court in the County of Cook, State of Illinois, it is further understood and agreed that this contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance.
- 7. All notices sent to the Principal(s), Co-Principals, and Surety(ies) shall be sent to the address set forth on the signature page unless said Principal(s), Co-Principal(s) and Surety(ies) notify the Village in writing of any change. If the addresses of any of the Principal(s), Co-Principal(s) and Surety(ies) change, the Principal(s), Co-Principal(s) or Surety(ies) shall immediately notify the Village in writing of such change. Failure to notify the Village of any change in address is deemed to be a waiver of any requirement for notice under this Bond to the Principal(s), Co-Principal(s) or Surety(ies). All written notices to the Village required under the Bond shall be sent certified mail to the Village Clerk.
- 8. If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.
- 9. No party other than the Village shall have any rights under this Bond as against the Surety.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed as of the day and year set forth above.

PRINCIPAL

Type of Organization:	Legal Name of Organization:	
State of Incorporation:		
	Address:	
Authorized Signature(s):		
By:	Ву:	
By:Signature	Signature	
(Type name and title)	(Type name and title)	
ACKNOWLE	EDGMENT OF PRINCIPAL(S)	
STATE OF	:	
COUNTY/CITY OF		
I, County/City aforesaid, do hereby ce	Notary Public in and for the State and ertify that	
personally appeared before me in methe same.	whose name is signed to the foregoing bond, this day ny State and County/City aforesaid and acknowledged	
Given under my hand this o My commission expires:	day of,	
1	NOTARY PUBLIC	
Surety:		
Bond No.:		

CO-PRINCIPAL(S)

Type of Organization:	Legal Name of Organization:
State of Incorporation:	
	Address:
Authorized Signature(s):	
Ву:	Ву:
Signature	Signature
(Type name and title)	(Type name and title)
ACKNOWLED	GMENT OF CO-PRINCIPAL(S)
STATE OF	:
COUNTY/CITY OF	•
I,	Notary Public in and for the State and ertify that
personally appeared before me in nather the same.	whose name is signed to the foregoing bond, this day by State and County/City aforesaid and acknowledged
Given under my hand this o	day of,
	NOTARY PUBLIC
Suraty:	
Bond No :	***************************************

CORPORATE SURETY

Type of Organization:	Legal Name and Address:	
Liability Limit:		
	Address:	
Authorized Signature(s):		
Ву:	By:	
Signature	By:Signature	
(Type name and title)	(Type name and title)	
ACKNOWLEDGM	IENT OF CORPORATE SURETY(S)	
STATE OF	:	
COUNTY/CITY OF		
I,	Notary Public in and for the State and extify that	
County/City aforesaid, do hereby ce	ertify that	
	whose name is signed to the foregoing bond, this day ny State and County/City aforesaid and acknowledged	
Given under my hand this	day of,,	
My commission expires:		
	NOTARY PUBLIC	
Surety:		
Surety:		

IN WITNESS of which, the Board has caused this Agreement to be executed on its behalf.

VILLAGE OF HOFFMAN ESTATES

	Village President
Cook County State of Illinois	
	appeared before me this day of, and acknowledged his/her signature.
My commission expires:	Notary Public

COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT:

Request approval of an Intergovernmental Agreement Next

Level Northwest Business Accelerator

MEETING DATE:

March 20, 2016

COMMITTEE:

Planning, Building and Zoning

FROM:

Jim Norris/Kevin Kramer

KK

REOUEST:

Request approval of an Intergovernmental Agreement Next Level Northwest Business Accelerator.

BACKGROUND:

On November 21, 2016, the Village Board approved participation in Next Level Northwest (NLNW): A Regional Business Accelerator Partnership with a funding commitment of \$15,000 for three years beginning in 2017. The purpose of NLNW is to grow the regional economy, strengthen new business development, and increase the diversity of the business base. The communities involved are Hoffman Estates, Elk Grove Village, Hanover Park, Rolling Meadows and Schaumburg.

NLNW is to be designed to meet the short and long-term goals below:

- 1. Establish NLNW as a tax-exempt, not-for-profit Illinois corporation.
- 2. Support Stage 2 business leaders in growing their businesses (a Stage 2 business is defined by the Edward Lowe Foundation as having between 10 and 100 employees and revenues between \$750,000.00 to \$50,000,000.00). This definition serves as a benchmark only as each party reserves the right to recruit any business it deems fit by size or industry.
- 3. Increase business flexibility in adapting to a rapidly changing external environment.
- 4. Achieve national prominence for business acceleration and performance excellence.
- 5. Create a regional network for business development and excellence that will include identifying physical locations and a virtual network through which ongoing education and development of business leaders can occur to support and enhance sustainability.
- 6. Establish collaborative support with existing regional stakeholders.

DISCUSSION:

Before the group submits its articles of incorporation and non-profit application, they want commitment from all five communities via an Intergovernmental Agreement (IGA). The commitment remains for three years, with the option to enter into a new agreement with negotiable terms as this one expires.

RECOMMENDATION:

Approval of an Intergovernmental Agreement Next Level Northwest Business Accelerator.

Attachment

THIS INTERGOVERNMENTAL AGREEMENT NEXT LEVEL NORTHWEST (NLNW) BUSINESS ACCELERATOR AGREEMENT ("Agreement") dated the ___ day of ___ 2017, is by and between the VILLAGE OF ELK GROVE, ("Elk Grove"), VILLAGE OF HANOVER PARK, ("Hanover Park"), VILLAGE OF HOFFMAN ESTATES, ("Hoffman Estates"), the CITY OF ROLLING MEADOWS, ("Rolling Meadows"), and the VILLAGE OF SCHAUMBURG, ("Schaumburg"), which all are Illinois municipal corporations forming the Region ("Region").

WITNESSTH:

WHEREAS, the parties hereto are units of Local Government and the Constitution of the State of Illinois,1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Chapter 5, Illinois Compiled Statutes, Act 220, Section 1, et seq., as amended, titled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised jointly with another unit of local government; and

WHEREAS, each of the parties is a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970, and has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, municipal economic development best practices are evolving to place a greater focus on business retention and innovation; and

WHEREAS, the Edward Lowe Foundation studies private sector business growth and development, and as a result of its scientific analysis, issued guidelines for State and Local Government on the need to promote business development utilizing a business accelerator model; and

WHEREAS, the municipalities of Elk Grove Village, Hanover Park, Hoffman Estates, Rolling Meadows, and Schaumburg value business development as a method of increasing the local tax base and growing the regional economy; and

WHEREAS, the State of Illinois is lagging the nation in job growth as well as leading the nation in out-migration, and as a result, this Region is desirous of protecting and enhancing its reputation as a destination for business; and

WHEREAS, for the above reasons, the parties are desirous of collaborating on the creation of a regional, not-for-profit business accelerator program to grow business development, increase jobs, and enhance the reputation of the Region as a destination for business success.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the municipalities of Elk Grove Village, Hanover Park, Hoffman Estates, Rolling Meadows, and Schaumburg (hereafter "Municipal Partners") agree as follows:

Page 1 March 20, 2017

- 1. To seed fund the start-up of a business entity intended to be known as Next Level Northwest ("NLNW") as a tax-exempt, not-for-profit corporation according to IRS requirements, to serve as a business accelerator following the terms and conditions outlined herein or as mutually modified or agreed by all the Municipal Partners.
- 2. Prior to the creation of NLNW, the municipal managers (City or Village Manager of each party) will serve as the incorporators. In addition, each municipality will designate a representative to serve on the Master Design Team of the NLNW. The Master Design Team will function as an executive committee overseeing the administrative details of this agreement and making recommendations to the Board of Directors.
- 3. The Municipal Partners agree that the purpose of NLNW is to grow the regional economy, strengthen new business development, and increase the diversity of the business base. Through these goals all Municipal Partners can protect and advance the economic prosperity of the Region. NLNW is to serve as a regional collaborator for business development in northwestern Cook and northern DuPage Counties, as a business accelerator for Stage 2 businesses therein, and as a facilitator of continuing education, development, and innovation.
- 4. NLNW is to be designed to meet the short and long-term goals below:
 - (a) Establish NLNW as a tax-exempt, Not-For-Profit Illinois Corporation;
 - (b) Support Stage 2 business leaders in growing their businesses (a Stage 2 business is defined by the Edward Lowe Foundation as having between 10 and 100 employees and revenues between \$750,000.00 to \$50,000,000.00). This definition serves as a benchmark only as each party reserves the right to recruit any business it deems fit by size or industry;
 - (c) Increase business flexibility in adapting to a rapidly changing external environment;
 - (d) Achieve national prominence for business acceleration and performance excellence;
 - (e) Create a regional network for business development and excellence that will include identifying physical locations and a virtual network through which ongoing education and development of business leaders can occur to support and enhance sustainability; and
 - (f) Establish collaborative support with existing regional stakeholders.
- 5. The work will begin upon approval of this Agreement by each Municipal Partner and will run through August 31, 2017, or until formal notification of incorporation is received from the State of Illinois and notification of IRS Form 1023 approval (tax-exempt status) by the IRS.
- 6. The implementation phase is defined as a three-year process encompassing the calendar years of 2017, 2018, and 2019, and will be devoted to program buildout including operations, marketing and fundraising.
- 7. Funding is as follows:
 - (a) Start-up of NLNW with a payment of \$15,000.00 by each Municipal Partner each year for a period of three years.

Page 2 March 20, 2017

- (b) Payments will be made in \$5,000.00 increments with payment due dates of April 1, 2017, June 1, 2017, and September 1, 2017, or for those parties who desire to make a single payment of \$15,000.00, on April 1, 2017 in lieu of installments. At the termination of this Agreement, each Municipal Partner desiring to continue to participate in the program will have the ability to enter into a new agreement at a duration and contribution level to be determined at that time.
- (c) Payments shall be made to Elk Grove and may be disbursed to contractors or vendors retained for the purposes of this Agreement. Any contractor or vendor hired shall be approved by all Municipal Partners.

IN WITNESS WHEREOF, we have executed this Agreement in the Year 2017 with each party executing a separate signature sheet.

For the Village of Elk Grove Village		
Craig B. Johnson Mayor		
1viay OI		
Date:		
Attest:		
Village Clerk		
Date:		

For The Village of Hanover Park		
Rodney S. Craig		
Mayor		
Date:		
Attest:		
2200500		
Village Clerk		
Date:		

For The Village of Hoffman Estates	
William D. McLeod	
Village President	
Date:	
-	
Attest:	
110000	
Villa as Clowly	
Village Clerk	
 .	
Date:	

For The City of Rolling Meadows		
·		
Tim Veenbaas Acting Mayor		
Date:		
Attest:		
		
City Clerk		
Date:	-	

For The Village of Schaumburg	
Al Larson	
Village President	
Date:	
Attest:	
Village Clerk	-
Date:	

COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT:

Request approval of North West Housing Partnership as subrecipient to administer the Community Development Block Grant (CDBG) Single-Family Rehabilitation Project and to approve execution of the proposed Subrecipient Agreement

MEETING DATE:

March 20, 2017

COMMITTEE:

Planning, Building and Zoning

FROM:

Ryan Johnson

REQUEST:

Request approval of North West Housing Partnership (NWHP) as subrecipient to administer the Community Development Block Grant (CDBG) Single-Family Rehabilitation Project and to approve execution of the proposed Subrecipient Agreement.

BACKGROUND:

At the August 1, 2016, Village Board meeting, the Board approved the CDBG 2016-2017 Annual Action Plan which proposed continuing the Village's Single-Family Housing Rehabilitation (SFR) Program. NWHP is the sole agency in the area that provides housing rehabilitation services to low and moderate income residents, and has delivered this service on behalf of the Village for the past 10 years.

A total of 39 homes have completed rehabilitation to date, with one underway. Applications vary in the scope of work requested and the type of housing stock assisted. Eligible projects include code violation corrections, health and safety concerns, home weatherization, and installation of new windows, siding, doors, electrical wiring, bathroom facilities, and roofs.

DISCUSSION:

NWHP has submitted a proposal to administer the Village's home rehabilitation program. The proposal allocates \$55,038.79 in carry-over funds towards the rehabilitation of at least three homes during the current program year (October 1, 2016-September 30, 2017), plus \$9,713 for activity delivery costs, which includes staff time and materials required to market and administer the program. This figure is capped. Last year, \$75,000 was allocated towards home rehabilitations and the activity delivery cost was capped at \$16,500, from which NWHP was paid \$9,948.21.

As approved by the Village Board in the current Annual Action Plan, remaining funds from the Village's 2014 CDBG allocation will be used instead of new funds from the 2016 allocation. The maximum amount that each participating household may borrow is \$25,000. Rehabilitation loans are repaid in full upon sale of the house and the funds are returned to the Village for use in future CDBG projects.

DISCUSSION: (Continued)

Village staff annually audits and reviews policies with NWHP to ensure compliance with HUD guidelines. Under the terms of the contract, NWHP would continue to provide all activity delivery services, including reviewing client eligibility and applications, obtaining and evaluating bids, awarding and preparing contracts, coordinating property inspections, conducting environmental reviews, arranging for lead based paint testing, and complying with equal opportunity and prevailing wage laws, as necessary. These activities are regulated by federal laws and regulations. NWHP also processes these zero-interest loans for each applicant and serves as the lender for the projects.

Over the past two years, the Single-Family Rehabilitation Project has failed to meet the Village's CDBG objective of assisting at least three residents annually, and instead just one rehabilitation project was completed each year. However, two Single-Family Rehabilitation Projects were already underway as we entered the current program year, indicating a measure of renewed interest in the program. This could be due, in part, to rising home values, which can help applicants meet the program's equity requirement.

Village staff has worked extensively with NWHP over the past year in order to improve program procedures so that the program requires less staff time for NWHP and the Village to administer. Assistant Corporation Counsel and staff reviewed the Village's previous annual agreement with NWHP and made minor changes to clarify loan application and loan subordination requirements.

SUMMARY:

The proposed Subrecipient Agreement defines the parameters of the program and ensures compliance with all HUD and CDBG requirements. As the grantee, the Village is responsible for NWHP's compliance and must monitor their progress and records over the duration of the contract. The proposed agreement is specific to the requirements and monitoring procedures relative to the Village of Hoffman Estates.

FINANCIAL IMPACT:

This project is funded through the CDBG allocation and does not impact the Village's General Fund. The total budgeted for this Single-Family Rehabilitation Project is \$64,751.79. The contract will be paid by CDBG funds that are carried over from previous program years.

RECOMMENDATION:

Approval of North West Housing Partnership as subrecipient to administer the Community Development Block Grant Single-Family Rehabilitation Project and to execute the proposed Subrecipient Agreement.

Attachment

cc: Robyn Sandys (North West Housing Partnership)



1701 E. WOODFIELD ROAD, SUITE 203
SCHAUMBURG, ILLINOIS 60173
PHONE: 847.969.0561 | FAX: 847.969.0564 | WWW.NWHP.NET

March 8, 2017

Board of Trustees Village of Hoffman Estates 1900 Hassell Rd Hoffman Estates, IL 60169

Dear Board of Trustees,

North West Housing Partnership is pleased serving as the administrator of Single Family Repair Program for the Village of Hoffman Estates.

NWHP is requesting approval of the Program Year Eleven (11) contract for the \$64,751.79 of Single Family Rehabilitation (SFR) assistance for low to moderate income Hoffman Estates homeowner's and \$9,713.00 for program expenditures. This agreement will renew the North West Housing Partnership's role as SFR Program Administrator for the Village of Hoffman Estates. NWHP has assisted forty (40) homeowners with an average income of \$19,000.00.

It is with sincere pleasure to offer this service on behalf of the Village of Hoffman Estates.

Respectfully submitted,

Robyn Sandys, Executive Director

Cc: Peter Gugliotta, Director of Planning Ryan Johnson, Management Analyst

SUBRECIPIENT AGREEMENT

Agreement Between Village of Hoffman Estates
And
North West Housing Partnership

CDBG Program Year 11 October 1, 2016-September 30, 2017

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Appendix	North West Housing Partnership Proposal

SUBRECIPIENT AGREEMENT

Agreement Between
Village of Hoffman Estates
And
North West Housing Partnership

This Subrecipient Agreement ("Agreement") is effective the 1st day of October, 2016, by and between the Village of Hoffman Estates, a municipal corporation of the State of Illinois (hereinafter referred to as the "Village"), and North West Housing Partnership (hereinafter referred to as the "Subrecipient"), an Illinois not-for-profit corporation.

Section 1. Scope of Service

A. Activities.

The Village of Hoffman Estates (as "Grantee" and "Recipient") receives Community Development Block Grant funds annually from the Department Housing and Urban Development (HUD). The Subrecipient will be responsible for administering a Community Development Block Grant (hereinafter referred to as "CDBG") Single-Family Owner-Occupied Housing Rehabilitation program for the 2016 CDBG program year (hereinafter referred to as the "Program Year") in a manner satisfactory to the Village and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

Rehabilitation

The Subrecipient will administer and rehabilitate single-family owner-occupied homes for eligible homeowners in the Village that meet CDBG program requirements and policies identified by the Village.

Activity Delivery Costs

Activity Delivery Costs will include program advertisement and announcements; field inquiries and referrals; preparing forms and applications; processing applications; verifying income, employment, ownership, credit history, and all other underwriting requirements; determining type and amount of assistance, assisting homeowners in conducting eligible rehabilitation activities, prepare loan documentation and closing transactions; completing recordkeeping and bookkeeping in compliance with federal regulations, and providing program reports and invoices to the Village. Activity Delivery Costs are limited to those identified as eligible by the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") in Notice CPD 13-07.

B. National Objectives.

The Subrecipient certifies that the activity carried out under this Agreement will meet the Low/Moderate Income Objective. Only documented low/moderate income people/families will qualify for the single-family home rehabilitation program based on the Income Limit Summary for the Chicago-Naperville-Joliet, IL HUD Metro FMR Area generated by the U.S. Department of Housing and Urban Development.

C. Levels of Accomplishment - Goals and Performance Measures.

The levels of accomplishment will be based on number of applicants screened and number of homes rehabilitated. The Subrecipient agrees to rehabilitate at least 3 homes during the Program Year.

D. Performance Monitoring.

The Village will monitor the performance of the Subrecipient against the goals and performance standard, as stated above. Substandard performance, as determined by the Village in its sole discretion, will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Village, procedures to suspend or terminate the Agreement will be initiated.

Section 2. Time of Performance

Services of the Subrecipient shall begin on the 1st day of October, 2016 and end on the 30th day of September, 2017. The term of this Agreement and the provision herein shall be extended to cover any additional time period during which the Subrecipient remains in control of the CDBG funds or other CDBG assets, including program income.

Section 3. Budget and Loan Caps

The amount of CDBG program funds budgeted for the Program Year is \$9,713. These funds are carried over from previous CDBG program years. No funds from the current Program Year will be used. The table below illustrates how the carry-over funds will be allocated:

Line Item	Amount
PY1 Activity Delivery Costs	Not to exceed \$9,713
PY1 Rehabilitation	\$55,038.79
TOTAL	\$64,751.79

The maximum amount per home is specified at \$25,000. The Homeowner can seek a waiver of the maximum cap through the Village. Any request for a waiver must be submitted in writing by the Subrecipient and be signed by the Homeowner. The request shall include all details related to the project and justification for the additional amount. Generally, waivers shall be limited to situations where the added repairs are critical to meet code requirements or correct life safety items.

The Village Manager shall be authorized to review and approve waivers no greater than \$2,000 above the \$25,000 limit. Waivers greater than this amount shall require review and approval by the Village Board. Emergency Loan Program maximum amount per home is specified at \$5,000. If the homeowner should participate in the five-year forgivable emergency loan program, and later apply and qualify for the regular loan program, the loan maximum shall be \$25,000 less the loaned amount through the emergency program. The loans that are granted are to be non-transferrable and this is to be noted in the mortgage agreement.

Section 4. Loans to Home Value Ratio

The loan amount combined with any homeowner mortgage balance amount cannot exceed the assessed value of the home, with the exception of funds approved under the Emergency Loan Program Procedures.

Section 5. Rehabilitation Projects

Allowed rehabilitation projects will include basic structural repairs, roofing, doors, windows, siding, electrical, plumbing, heating, and weatherization. The nature of the each identified issue will be determined by Village inspectors in conjunction with North West Housing Partnership and its contractors. Loans will not be made for interior or exterior decorating.

The items will be prioritized by issue:

Code Violations:

first priority

Health and Safety Issues:

second priority

Weatherization Issues:

third priority

Miscellaneous:

final priority

Improvements are intended to provide general benefit to the residential occupants of the building through the alterations, additions to, enhancement of existing structures and abatement of hazards and contaminants. Eligible improvements include integral fixtures and equipment that are connected to the home and those which are incidental to the other home improvements. Eligible improvements include those which increase the efficient use of energy in structures through the means of installing storm windows and doors, siding, wall and attic insulation, and conversion, modification, or replacement of heating and cooling equipment, including the use of solar energy equipment. In all applicable circumstances, the Subrecipient will first consider energy efficiency and shall install Energy Star-rated improvements whenever feasible. Improvements may also be made to improve the efficient use of water through water savings faucets and shower heads, and the repair of leaks, repairs to water distribution lines or local sewer collection lines may also be made. In all applicable instances, the Subrecipient will first consider water efficiency and install the most water efficient improvements feasible.

The Subrecipient and its contractors will select only quality, affordably priced materials for the rehabilitation projects. The use of substandard materials or high priced luxury items is prohibited. To ensure that the program and its advocates are adhering to CDBG program guidelines, the Subrecipient shall supply the Village with a copy of the contractor and homeowner signed agreement with work specifications attached for each project. The Subrecipient shall also furnish a Set-up Report (identifying household characteristics and income verification) for Village review and approval before a closing can take place.

Section 6. Payment

It is expressly agreed and understood that the total amount of Program Year funds to be paid by the Village under this Agreement shall not exceed \$64,751.79. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Section 3 herein and in accordance with performance. Expenses for Activity Delivery Costs shall also be paid against the line item budgets specified in Section 3 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Section 7. Required Documentation

Payments to the Subrecipient and hired contractors for Activity Delivery Costs and Rehabilitation shall be contingent upon the submittal of required documentation, and the affidavit or attestation that the documentation submitted for reimbursement by Subrecipient and its contractors is true and correct. Documentation for Activity Delivery Costs shall show direct costs incurred as part of fulfilling the duties of this Agreement.

Documentation requesting compensation for salary and wages shall should contain an explanation of the work completed, number of hours spent on the work, and the total compensation for the employee performing the work. Documentation requesting compensation for cost of materials or services acquired, consumed or expended shall contain receipts of purchases showing actual cost and a description of the purchase.

The Village reserves the right to review documentation and determine whether the work performed or material or service acquired is eligible for reimbursement under the terms of this Agreement in accordance with the rules and regulations of HUD under the CDBG program.

Section 8. Notices

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or electronic means. Any notice delivered as aforesaid shall be effective on the date of delivery. All notice and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following representatives:

Village
Peter Gugliotta
Director of Planning
1900 Hassell Road
Hoffman Estates, IL 60169
847-882-9100
847-781-2679

Subrecipient
Robyn Sandys
Executive Director
1699 East Woodfield Road, Suite 404
Schaumburg, IL 60173
847-969-0561
847-969-0564

Section 9. General Conditions

A. General Compliance.

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U.S. Housing and Urban Development regulations concerning CDBG] including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than to supplant funds otherwise available.

B. Independent Contractor.

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall all times remain an independent contractor with respect to the services to be performed under this Agreement. The Village shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless.

The Subrecipient shall hold harmless, defend and indemnify the Village from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or non-performance of the services or subject matter called for in this Agreement.

D. Workers' Compensation.

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding.

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from losses due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Village.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Village Recognition.

The Subrecipient shall insure recognition of the role of the Village in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments.

The Village or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Village's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Village or Subrecipient from its obligations under this Agreement.

The Village may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Village and Subrecipient.

H. Suspension or Termination.

In accordance with 24 CFR 85.43, the Village may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of the Agreement, which include (but are not limited to) the following:

- 1. Failure to comply with any of the rules, regulations or provision referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- 2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- 3. Ineffective or improper use of funds provided under this Agreement; or
- 4. Submission by the Subrecipient to the Village reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Village or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Village determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Village may terminate the award in its entirety.

Section 10. Administrative Requirements

A. Financial Management.

1. Accounting Standards.

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all the costs incurred.

Cost Principles.

The Subrecipient shall administer its program in conformance with OMB Circulars A-122 "Cost Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

- B. Documentation and Recordkeeping.
 - Records to be Maintained.

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records are required by 24 CFR 570.502, and 24 CFR 84.21-28; and;
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

Retention.

The Subrecipient shall retain financial records, supporting documents, statistical record, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Village's Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

Client Data.

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of the service provided. Such information shall be made available to the Village monitors or their designees for review upon request.

4. Disclosure.

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Village's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by 5 ILCS 140/7 unless written consent is obtained from the person receiving the service and, in the case of a minor, that of a responsible guardian.

5. Close-Outs.

The Subrecipient's obligation to the Village shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused material, equipment, unspent cash advance, program income balances, and account receivable to the Village), and determining the custodianship of record. Not withstanding the foregoing, the

terms of the Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

To maintain program efficiency and ensure that CDBG regulations are being met, the Subrecipient should submit the following documents to the Village after each loan closing:

- Loan and Closing Disclosure
- Homeowner Loan Agreement (including bid/scope of work)
- · Copy of the recorded mortgage
- Bid tabulation form

The following should be submitted after project construction is complete:

- Copy of all checks to contractor and statement showing payment withdrawal
- Copy of the final waiver of lien
- Updated internal monthly housing report
- Signed copy of the Completion Certificate (verifies completed project meets Village & NWHP program standards)
- Invoice for Payment from the Village
- Any other documentation requested by the Village

6. Audit and Inspections.

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports, must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures.

1. Program Income.

In the event that a rehabilitated property is sold, the loan for the repairs is repaid to the Village. The Subrecipient as the named lender on the title provides a payoff letter to the attorney or closing title company. The Subrecipient prepares and records a release of mortgage and provides a copy of the release and a check repaying the loan directly to the Village. The Village shall reallocate Program Income at its discretion.

Upon receipt of Program Income, the Village will deposit the funds in the CDBG account. Village staff will keep record of the balance of program income. Program income shall be expended before conventional CDBG funds are drawn to complete a project.

2. Indirect Costs.

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Village for approval, in a form specified by the Village.

3. Payment Procedures.

The Village will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Village policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Village in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Village reserves the right to liquidate funds available under this Agreement for costs incurred by the Village on behalf of the Subrecipient.

4. Progress Reports.

The Subrecipient shall submit regular Progress Reports to the Village in the form, content, and frequency as required by the Village, typically on a monthly basis unless otherwise required by the Village.

D. Procurement.

1. Compliance.

The Subrecipient shall comply with current Village policy concerning the purchase of equipment and shall maintain inventory records of all non-expandable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Village upon termination of this Agreement.

2. OMB Standards.

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

Travel.

The Subrecipient shall obtain written approval from the Village for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

 The Subrecipient shall transfer to the Village any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

- 2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Village an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Village. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.
- 3. In all cases in which equipment acquired, whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Village an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

Section 11. Relocation, Real Property Acquisition and One-For-One Housing Replacement.

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the HCDA; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606 (b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Village ordinances, resolutions, and policies concerning the displacement of people from their residences.

Section 12. Personnel and Participant Conditions.

- A. Civil Rights.
 - 1. Compliance.

The Subrecipient agrees to comply with the Human Rights Act of Hoffman Estates and with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination.

The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

Land Covenants.

This Agreement is subject to the requirement of Title 6 of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such a transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvement erected or to be erected thereon, providing that the Village and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

Section 504.

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Village shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action.

Approved Plan.

The Subrecipient agrees that it shall be committed to carry out pursuant to the Village's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1966. The Village shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

Women and Minority Owned Businesses (W/MBE).

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise means a business at least fifty-one (51) percent owned and controlled by minority group members

or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Village will include in each bid notice for federally-funded projects, a statement to the effect of, "The Village of Hoffman Estates strongly encourages minority firms and women's business enterprises to apply. If subcontracts are to be let, the primary contractor shall take these same affirmative steps to solicit bids from minority and women's firms."

Access to Records.

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Village, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications.

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA0 Statement).

The Subrecipient will, in all solicitations or advertisements for employee placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

Subcontract Provision.

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions.

1. Prohibited Activity.

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities; lobbying, political patronage, and nepotism activities.

Labor Standards.

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply wit the Copeland Anti-Kick Back Act (18 U.S. C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 19 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Village for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less that eight (8) units, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Section 3 Clause.

Compliance.

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Village, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Village, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with this requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban

Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income people residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income people within the service area of the project or the neighborhood in which the project is located, and to low- and very low- income participants in other HUD programs; and award contract for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income people residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications.

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment training.

c. Subcontracts.

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct.

1. Assignability.

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Village thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Village under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Village.

2. Subcontracts.

a. Approval.

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Village prior to the execution of such subcontracts.

b. Monitoring.

The Subrecipient will monitor all subcontracted service on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content.

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

Selection Process.

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Village along with documentation concerning the selection process.

3. Hatch Act.

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest.

The Subrecipient agrees to abide by the provision of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in contract, subcontract, or agreement with respect to the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Village, the Subrecipient, or any designated public agency.

5. Lobbying.

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and,
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subaward at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

6. Lobbying Certification.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more that \$100,000 for each such failure.

7. Copyright.

If this Agreement results in any copyrightable material or inventions, the Village and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize other to use, the work or material for governmental purposes.

8. Religious Activities.

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Section 13. Environmental Conditions

A. Air and Water.

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- ♦ Clean Air Act, 42 U.S.C., 7401, et seq.;
- ♦ Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issues there under;
- ♦ Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection.

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint.

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all

CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation.

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list. The subrecipient will obtain permission from the State Historic Preservation office and keep its record in each property file.

Section 14. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

Section 15. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

Section 16. Waiver

The Village's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Village to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section 17. Governing Law

The laws of the State of Illinois shall govern the interpretation and enforcement of this Agreement.

Section 18. No Third Party Beneficiaries

No other party shall be or shall be deemed to be a third party beneficiary of this Agreement.

Section 19: Joint and Collective Work Product

This Agreement is and shall be deemed and construed to be a joint and collective work product of the Village and the NWHP, and, as such, this Agreement shall not be construed against one

or the other party, as the otherwise purported drafter of same, by any court of competent jurisdiction and in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms of provisions contained herein.

Section 20: Signatures

Each party represents and warrants that the person whose name appears on the signature page below has or has been delegated the lawful and corporate authority to enter into this Agreement on behalf of that party.

Section 21. Entire Agreement

This Agreement consists of twenty-one (21) pages and constitutes the entire agreement between the Village and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Village and the Subrecipient with respect to this Agreement.

Section 22. Certification

This Agreement is effective the 1st of October, 2016.

	The Village of Hoffman Estates, a municipal corporation of the State of Illinois
Attest:	By William D. McLeod, Village President Village of Hoffman Estates
Subscribed and sworn before me on this day of, 2017	
	Northwest Housing Partnership
Attest:	By
Subscribed and sworn before me on this day of, 2017	

COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT:

Request authorization to waive bidding and purchase replacement Code Enforcement Division vehicle Unit C99A through Suburban Purchasing Cooperative Contract from Currie Motors, Frankfort, IL, in an amount not to exceed \$20,600

MEETING DATE:

March 20, 2017

COMMITTEE:

Planning, Building and Zoning

FROM:

Peter Gugliotta/Ryan Johnson

REQUEST:

Request authorization to waive bidding and purchase replacement Code Enforcement Division vehicle Unit C99A through Suburban Purchasing Cooperative Contract from Currie Motors, Frankfort, IL, in an amount not to exceed \$20,600.

BACKGROUND:

The approved 2017-2024 Capital Improvements Program included an allocation of \$20,600 for the replacement of Code Enforcement vehicle C99A. The C99A is 15 years old and has over 90,000 miles. Public Works has stated a concern over future maintenance of this vehicle given high repair costs in recent years.

DISCUSSION:

The equipment replacement guidelines for replacing administrative vehicles are 12 years or 100,000 miles. The 2017 budget included \$20,600 for the replacement of Unit C99A, a rear wheel drive 2002 Chevrolet Blazer SUV, with a front wheel drive 2017 Ford Escape S through the Suburban Purchasing Cooperative. Public Works has stated that this is likely the best available price. To reduce confusion with the C99 vehicle, staff recommends naming this vehicle C78.

FINANCIAL IMPACT:

The Finance Department indicates that the vehicle is fully depreciated and contributed funds, as well as interest earnings are available in the Capital Replacement Fund to fund this purchase.

RECOMMENDATION:

Request authorization to waive bidding and purchase replacement Code Enforcement Division vehicle Unit C99A through Suburban Purchasing Cooperative Contract from Currie Motors, Frankfort, IL, in an amount not to exceed \$20,600.

Attachment



2017 Ford Escape S Front Wheel Drive Contract# 165



Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer www.CurrieFleet.com

Order Cut- Off: May 2017









Currie Motors Frankfort

SPC Contract Winner

2017 Ford Escape S Front Wheel Drive

Contract #165

Call Tom Sullivan (815) 464-9200

Standard Package:

18,557.00

Warranty: 3 Years 36, 000 miles Bumper to Bumper/ 5 Years 60,000 Power train

Free Delivery Within 50 Miles

Air Conditioning

Advance Trac w/RSC

Power Windows Power Locks

Remote Keyless Entry

Black Mirrors w/Blind Spot Mirror

AM/FM/CD Stereo

Intermittent Speed Sensitive Wipers

Rear Defroster

Electric Power Assist Steering

Cruise Control

My Key

Personal Safety System

17" Steel Wheels

6-Way Manual Adjust Drivers Seat

Cloth Front Bucket Seats

60/40Split Rear Seats

Sync/ Sync App Link

First Row Center Console w/Armrest

Front Carpeted Floor Mats

Anti-Lock Brakes

Rear Stabilizer Bar

Halogen Headlamps

Solar Tinted Glass

Battery Saver Feature

Cargo Floor Hooks

Message Center

Sun Visors w/Dual Mirrors

Tilt and Telescoping Wheel

Emergency Brake Assist System

2.5L I-VCT 4 Cyl (1.5 Ecoboost STD on SE)

6-Speed Automatic Transmission

Body Color Rear Spoiler

SecuriLock Passive Anti-Theft

Tire Pressure Monitoring System

Power Point

Mini Spare Tire

Rear View Camera

Order Cut-Off May 2017

Available Model

Escape SE 4x4	21,436.00

Options

Options	
Fleet Cargo Management System S-Model Only	375.00
Block Heater	35.00
Day Time Running Lights	42.00
All Weather Mats	71.00
Privacy Glass S-Model Only	261.00
Reverse Sensing System S-Model Only	232.00
Cargo Area Protector	128.00
Rustproofing/Sound Shield	295.00
17" Sparkle Aluminum Wheels	565.00
Wheel Locking Lug Nuts	71.00
Cargo Net	86.00
Remote Start	470.00
Splash Guards	199.00
CD Rom Shop Manual	295.00
3 year/100000 Mile Powertrain Care Warranty	1195.00
5 year/60,000 Mile Base Care Warranty	1395.00
Delivery >50 miles	165.00
Municipal Plates M MP	103.00
Municipal Plates Shipped	145.00

Exterior Colors

Canyon Ridge	N/C
Magnetic Metallic	N/C
Oxford White	N/C
Lightning Blue	N/C
Shadow Black	N/C
Ingot Silver	N/C
Ginger Ale Metallic	N/C
White Gold	·
Ruby Red – SE Only	

Interior Colors

	Charcoal Black	N/C
ſ	Medium Light Stone – SE Only	N/C



Please enter the following: Titling Information:	
Contact Name	
Phone Number	
Purchase Order Number	
Fleet Identification Number	
Tax Exempt Number	
Total Dollar Amount	
Total Number of Units	
Delivery Address	

Please submit P.O. & tax exempt letter with Vehicle Order:

Currie Motors Fleet 9423 W. Lincoln Hwy Frankfort, IL 60423

PHONE: (815)464-9200 FAX: (815) 464-7500

CurrieFleet@gmail.com Contact Person: Tom Sullivan

PLEASE VISIT OUR WEBSITE WWW.CURRIEFLEET.COM

COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT:

Request approval of a resolution adopting the 2017 zoning map

MEETING DATE:

March 20, 2017

COMMITTEE:

Planning, Building and Zoning

FROM:

Daniel Ritter DR

PURPOSE:

Request approval of a resolution adopting the 2017 zoning map.

BACKGROUND:

The latest update to the Village zoning map is being presented for consideration. The map was reviewed by the Planning and Zoning

Commission on March 1, 2017.

DISCUSSION:

Attached you will find the draft 2017 zoning map. No major zoning

changes were made to the map during 2016.

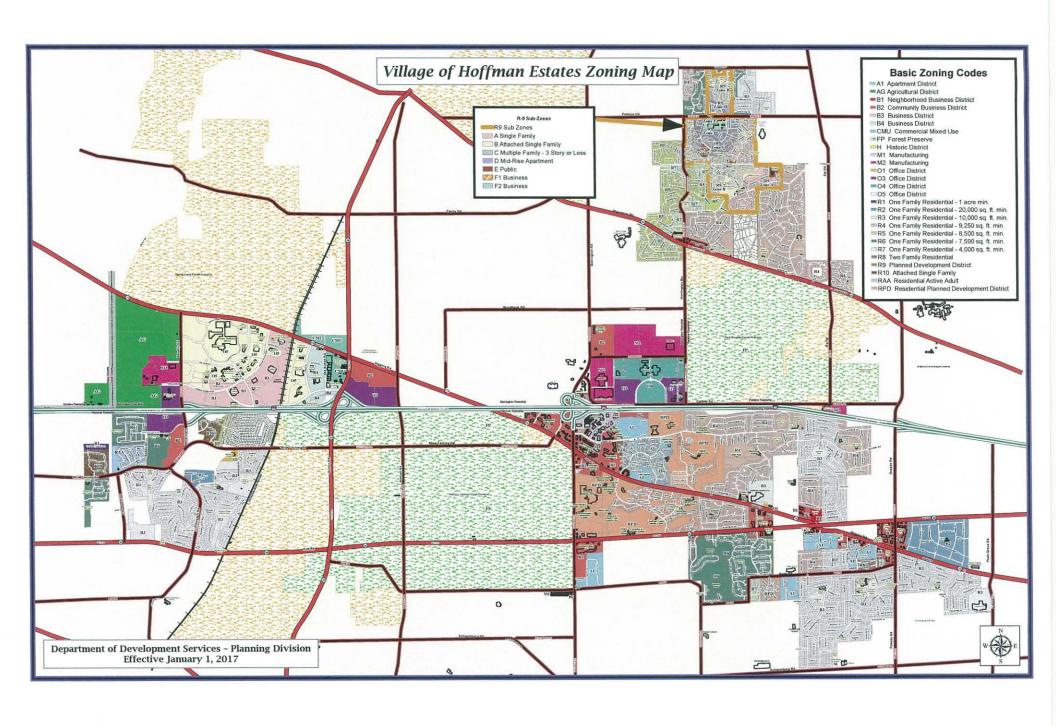
A list of new special uses is attached and has been added to the 2017 map. The zoning map (when printed in a large version) includes a listing of special uses. The map can be provided as a single small sheet or single/multiple large sheets. The zoning map is generated

via the Village GIS.

RECOMMENDATION:

Approval of the 2017 zoning map.

Attachments



2016 Special Use Additions to 2017 Zoning Map

PZC DATE	ADDRESS	ACTION	ORD#	P.I.N.
		SPECIAL USES	-	
1/6/16	2571 W Golf Rd	Anytime Fitness	4530-2016	07-15-100-013
7/6/2016	2500 W Golf Road	Temporary NARA Archive	4550-2016	07-07-300-035
7/6/2016	2626 N Sutton Road	Heroic Fitness	4551-2016	01-33-301-005
9/21/2016	2370 & 2400 W Higgins Road	Animal Hospital with Overnight Boarding	4561-2016	New PIN (Unknown)
10/19/2016	1473 Glen Lake Road	Dog Daycare with Overnight Boarding	4564-2016	07-08-409-016

RESULUTION NO 201	RESOLUTION NO.	- 2017
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VILLAGE OF HOFFMAN ESTATES

A RESOLUTION DIRECTING THE **PUBLISHING OF THE 2017 ZONING MAP**

WHEREAS, the Assistant Village Manager for Development Services of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, has presented to the President and Board of Trustees an updated zoning map showing the existing and revised zoning changes as of December 31, 2016.

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

Section 1: That the Village Clerk is hereby directed to publish said updated zoning map pursuant to 65 ILCS 5/11-13-19.

Section 2: That the Assistant Village Manager for Development Services is hereby directed to have said zoning map reproduced and shall file two (2) copies of said zoning map with the Village Clerk.

Section 3: That said updating zoning map showing existing zoning as of December 31, 2016, is hereby declared as the official zoning map of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, effective January 1, 2017.

Section 4: That said updating zoning map is attached hereto as Exhibit "A".

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

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 Vandenber	gh				
President William D. Mcl	Leod				
APPROVED THIS	_ DAY C)F	, 2017		
		_	Village Presi	dent	
			V mage 1 lesi	dent	
ATTEST:					
Village Clerk		-			



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



March 2017

PLANNING AND ZONING COMMISSION MEETINGS

March 1, 2017 Meeting

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

March 15, 2017 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 (Continued to April 5th at the request of the petitioner)
- o Zoning Code Text Amendments for new Traditional Neighborhood (TN) District and amended CMU District proposed by Plum Farms (Continued to April 5th at the request of the petitioner)

April 5, 2017 Upcoming Meeting

- o Plum Farms, North side of Higgins, from Rt. 59 to CN RR Tracks Preliminary and Final Subdivision Plat, Rezoning for mixed use development (Continued from March 15th)
- Zoning Code Text Amendments for new Traditional Neighborhood (TN) District and amended CMU District proposed by Plum Farms (Continued from March 15th)

April 19, 2017 Upcoming Meeting

- o Red Roof Inn, 2500 Hassell Road Master Sign Plan request for a ground sign LED message center
- o Denny's, Outlot in Poplar-Prairie Stone Crossing Site plan for new restaurant building

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
- 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
- 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
- · Devonshire Woods, site plan approval for new individual home on single lot
- Hoffman Blvd/Parcel 23 Conceptual site plan amendment for new uses
- Ace Hardware, Golf/Higgins Rds. Site Plan amendment
- 4653 W. Higgins Rd., Chase Bank Special use amendment and façade changes for new bank
- The Assembly, 2570 Hassell Rd Master Sign Plan for new ground sign including LED message center

GENERAL ACTIVITIES

Site Plan Review Process February 1st Quarter Year to Date							
Number of administrative site plan cases completed	2	66% completed	2	50% completed	2	50% completed	
Number of PZC site plan cases completed 1 administratively 2 administratively 2 administratively							
Annual goal is to complete at least 65% of site plan cases through administrative review process							

Site Plan Review Timing	1	st Quarter	Year to Date			
Number of cases processed within 105 days	3	100% completed within 105 days	4	100% completed within 105 days	4	100% completed within 105 days
Annual goal is to complete 100% of cases within 3	105 days					

Coordinating Planning & Code Efforts	February	1st Quarter	Year to Date	Year Target
Number of staff coordination meetings held	4	8	8	48

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

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

- Staff prepared environmental reviews for CDBG-eligible 2017 street reconstruction projects (Crescent Ct. and Cardigan Pl.).
- Staff coordinated with Northwest Housing Partnership (NWHP) and Village's Corporation Counsel to update the Village's annual agreement with the NWHP to administer the Single Family Rehabilitation (SFR) loan program. The agreement will be presented for consideration at the March 20th PBZ Meeting.
- CDBG grant was made available by HUD on 2/2/17, allowing staff to populate activities in HUD's IDIS database system. Staff
 then prepared drawdowns from the Village's CDBG allocation to reimburse the Village for the CAC flat roof replacement,
 staff CDBG administrative costs, and the first SFR loan of the year. Draws are expected by the end of March.
- Completion of the 2nd SFR project this program year expected by the end of March.
- Staff attended a one-day training seminar at HUD's regional office in Chicago on March 1st.

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

CDBG Expenditures and Reporting Ratio	February	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	February	2nd Quarter*	Year to Date	Year Target
Rehabilitation Projects completed	0	0	1	5
Housing & related issues education pieces released	0	0	2	5

^{*}The 2nd 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

March 2017

GENERAL ACTIVITIES

- On February 9-10, 2017, David Banaszynski attended the IEHA Board retreat at Starved Rock.
- On February 14, 2017, Tim Meyer & John Shogren attended the NWBOCA meeting on window installations & focusing on replacement windows in Schaumburg.
- On February 22, 2017, Kathleen Kuffer, Tony Knuth & Alex Zaborowski attended a Metropolitan Mayors
 Caucus landlord workshop on resources to promote energy efficiency, affordability, improvements to
 property operations, property management issues, ongoing opportunities to pursue joint solutions, and
 concerns about rental housing in suburban communities in Des Plaines.
- On February 27, 2017, David Banaszynski attended the NWMC meeting in Arlington Heights.
- On February 28, 2017, John Shogren attended the Fox Valley Chapter IPIA meeting in Aurora.
- Code staff has been working to contact owners who still have open building permits from 2016 to determine if they have completed their work, or if their projects were cancelled.
- The number of building permits issued and building permit revenue in February 2017 are much higher than the same month in the prior several years.
- Code Enforcement processed a total of 30 Freedom of Information Act requests related to building and code issues during the month of February.

RENTAL HOUSING LICENSE AND INSPECTION PROGRAM

- There are currently 2,193 rental properties registered (including those who have not yet renewed).
- The 2017 annual renewal process is winding down, with roughly 94 properties remaining to renew. Penalties continue to accrue for late payments after the January 13, 2017 deadline and staff is preparing to issue citations and attempt other efforts for those owners who have still not renewed.
- 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	78	0	0	0	0	0	0	0	0	0	0	148
Electrical	25	40	0	0	0	0	0	0	0	0	0	0,	65
Plumbing	61	66	0	0	0	0	0	0	0	0	0	0	127
Mechanical	26	38	0	0	0	0	0	0	0	0	0	0	64
Other	46	153	0	0	0	0	0	0	0	0	0	0	199
Fence	6	25	0	0	0	0	0	0	0	0	0	0	31
Roof/Siding	32	137	0	0	0	0	0	0	0	0	0	0	169
Patio/Driveway	54	98	0	0	0	0	0	0	0	0	0	0	152
Deck	1	2	0	0	0	0	0	0	0	0	0	0	3
Shed	1	2	0	0	0	0	0	0	0	0	0	0	3
Sewer	3	0	0	0	0	0	0	0	0	0	0	0	3
Total	325	639	0	0	0	0	0	0	0	. 0	0	0	964

2017 Fire Inspections

Inspection	Jan	Feb	Mar	Арг	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Annual	108	131	0	0	0	0	0	0	0	0	0	0	239
Reinspections	54	47	0	0	0	0	0	0	0	0	0	0	101
Business Licenses	7	1	0	0	0	0	0	0	0	0	0	0	8
Total	169	179	0	0	. 0	. 0	0	0	0	. 0	0	0	348

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	248	0	0	0	0	0	0	0	0	0	0	397
Reinspections	71	64	0	. 0	0	0	0	0	0	0	0	0	135
Total	220	312	0	0	0	0	0	0	0	0	0	0	532

There are approximately 2,193 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	February	1st Quarter	Year to Date	Year Target
Percentage of building inspections within 24 hr. notice	96%	97%	98%	95% within 24 hr. notice
Percentage of annual fire inspections completed*	6.5%	11.9%	11.9%	95% of total
Percentage of annual rental inspections completed	11.3%	18.1%	18.1%	100% of total**

^{*}Note: There is a Fire Inspector position currently vacant.

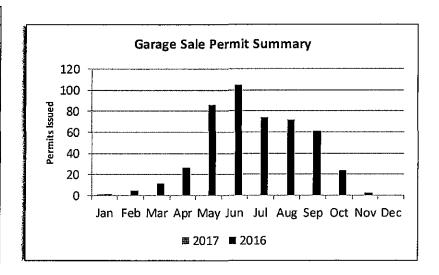
2017 Code Enforcement Emergency After-Hours Call Outs

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

Garage Sales

Year	2017	2016
Jan	1	_ 1
Feb	0	5
Mar	0	12
Apr	0	27
May	0	86
Jun	0	105
lut	. 0	74
Aug	0	72
Sep	0	61
Oct	0	24
Nov	0	3
Dec	0	0
Total	1	470

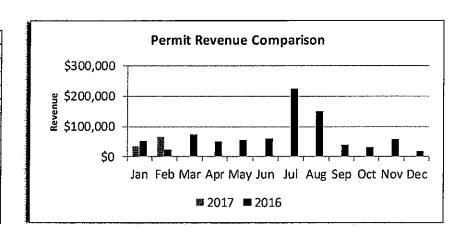


2017 Building and Fire Permits Issued

			COT/ C	ullaint	g anu r	ne rei	1111115 1	ssueu						
Permit	Jan	Feb	Mar	Apr	May	Jún	Jül	Aug	Sep	Oct	Nov	Dec	2017 YTD	2016 Total
Building Permits	,		10.00	1362 F. OP 11 1611	, and , and , and		1.11.00		,					
Commercial Remodeling	5	3	0	0	0	0	0	0	0	0	0	0	8	92
Community Residence	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Demolition	0	1	0	0	0	0	0	0	0	O	0	0	1	12
Driveways .	0	3	0	0	0	0	0	0	0	0	0	0		264
Electrical	0	3	0	0	0	0	0	0	0	0	0	0	3	35
Fences	0	5	0	0	0	0	0	0	0	0	0	0	5	210
Mechanical	15	19	0	0	0	0	0	0	0	0	0	0	34	220
Miscellaneous Permits	23	27	0	0	0	0	0	0	0	0	0	0	50	539
Multi-Family Remodeling	0	2	0	0	0	0	0	0	0	0	0	0	2	57
New Commercial	0	0:	0	. 0	0	0	0	0	0	0	0	0.	0	22
Plumbing	18	25	0	0	0	0	0	0	0	0	0	0	43	229
Pools	0	0	0	0	0	0	0	0	0	0	0	0	0	10
Residential Decks & Patios	0	5	0	0	0	0	0	0	0	0	0	0	5	192
Residential Garages	0	0	0	0	0	0	0	0	0	. 0	0	0	0	3
Residential Remodeling	13	18:	0	0	0	0	0	0	0	0	0	0	31	168
Residential Sheds	_1	1	0	0	0	0	0	0	0	0	0	0	2	45
Roofs/Siding		15	0	0	0	0	0	0	0	Ð	0	0	22	713
Signs	2	9	0	0	0	0	0	0	0	0	0	0		104
New Single Family Residences	1	5	0	0	0	0	0	0	0	0	0	0	6	30
Fire Permits													di man	
Automatic Fire Alarms	2	5	0	0	0:	0	0	0	0	0	0	0	7	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	6	0	0	0	0	0	0	0	0	0	0	18	112
Lock Boxes	1	0	0	0	0	0	0	0	0	. 0	0	0	1	30
Other	0	11	0	0	0	0	0	0	0	0	0	0	11	13
2017 Total	100	163	0	0 :::::::	м — о	0	0	1 de 0	0	0	0	0	263	
2016 Total	115	129	243	354	344	406	312	341	267	259	282	132		3184

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	Citine Neve	Huc
Year	2017	2016
Jan	\$33,383	\$52,612
Feb	\$65,665	\$24,022
Mar	\$0	\$74,073
Арг	\$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
Total	\$99,048	\$833,666



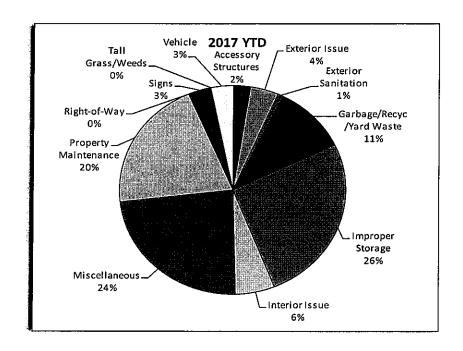
2017 Budget: \$650,000

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

Building Permit Processing Performance	February	1st Quarter	Year to Date	Year Target
Percentage of permits entered in computer within 24 hours of submittal	97%	98%	98%	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

				., .,	2111CC11			, ,	· · · ·					
Violation							Jul		Sep				2017	2016
Violation	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Total
Accessory Structures	2	. 1	0	0	0	0	0	0	0	0	0	0	3	55
Exterior Issue	1	4	0	0	0	0	0	0	0	O	0	0	5	48
Exterior Sanitation	1	0	. 0	0	0	0	o	0	0	0	0	0	1	23
Garbage/Recyc/Yard Waste	5	8	0	0	0	0	0	0	0	0	0	0	13	125
Improper Storage	7	25	0	0	0	0	0	0	0	0	0	0	32	172
Interior Issue	2	5	0	0	0	0	0	. 0	0	0	0	0	7	10
Miscellaneous	14	15	0	0	0	0	0	0	0	0	0	0	29	289
Property Maintenance	15	10	0	0	0	0	0	0	0	0	0		25	233
Right-of-Way	0	0	0	0	0	0	0	0	0	0	0	0	D	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	38111 20	469
Vehicle	2	2	0	0	0	0	0	0	0	0	0	0	4	55
2017 Total	53	70	Ö	0	O	0	Ō	0	Ö	0	Ö	Ö	123	
2016 Total	67	63	60	92	258	250		215	190	91	107	91		1637



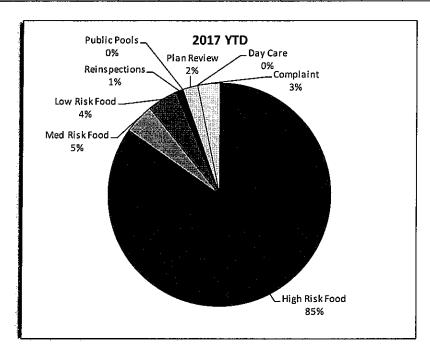
2017 Citations Issued

Jan Feb	Mar	-≪Apr -	May	Jun	Jül	Aug	Sep≝	o O	Nov	Dec	YTD
73 78	0	0	o	0	0	0	0	0	0	0	151

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

2017 Environmental Health Inspection Report

					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			·	- P				
Activity	Jan	Féb	Mar	Apr	May	Jun	⊭JuI	Aug	Sep	Oct	Nov	Dec	YTD
High Risk Food	44	34	0	0	0	O	0	0	0	0	0	0	78
Med Risk Food	3	. 1	0	0	0	0	. 0	0	0	0	0	0	4
Low Risk Food	3	1	0	0	0	0	0	0	0	0	0	0	4
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	2	0	0	0	0	0	0	0	0	0	0	2
Day Care	0	0	0	0	0	0	0	0	0	0	0	0	0
Complaint	1	2	0	0	0	0	0	0	0	0	0	0	3
Total	52	40	0	0	0	0	0	0	0	0	0	0	92



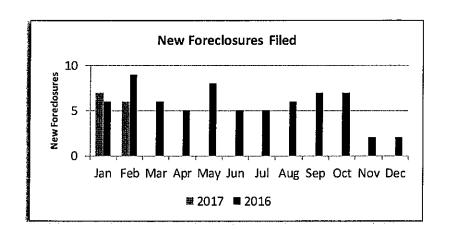
Food establishments are divided into the risk categories of high, moderate or low, and planned inspections are performed three, two, or one time each year respectively. A high risk establishment presents a high relative risk of causing foodborne illness based on the large number of food handling operations 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	February	1st Quarter	Year to Date	Year Target
Percentage of annual food health inspections completed	7.5%	17.9%	17.9%*	100% of total

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

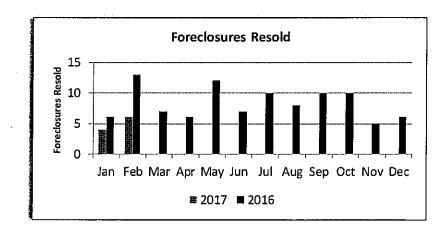
New Foreclosures Filed

11C11 CTCCIOSGICS IICG								
Year	2017	2016						
Jan	7	6						
Feb	6	9						
Mar	0	6						
Apr	0	<u>6</u> 5						
Мау	0	8						
Jun	0	5						
Jul	0	5						
Aug	0	6						
Sep	0	7						
Oct	0	. 7						
Nov	0	2						
Dec	0	2						
Total	13	68						



Foreclosures Resold

Year	2017	2016
Jan	4	6
Feb	6	13
Mar	0	7
Арг	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
Total	10	100



ECONOMIC DEVELOPMENT & TOURISM MONTHLY REPORT



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 two ads for online and print publications to promote Hoffman Estates including an ad and article for the Heartland Real Estate Journal.
- Met with business owners and developers looking for sites in Hoffman Estates.
- Met with several members of IL DCEO regarding various business attraction and retention efforts.
- Continued working with the Village's TIF consultant to review documents provided by the Plum Farms team regarding the development of their 185 acres. Assisted in organizing a Joint Review Board meeting for the potential TIF and met with the two school districts on a separate occasion to discuss a solution for their issues.
- 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, the High Tea event, the Speaker Series and the Vino & Vivaldi event.
- Reviewed the Barrington Square TIF developer submittal package for eligibility and provided comments.
- Participated in several webinars, conference calls and informational sessions hosted by various organizations such as ICSC, IEDC, DCEO CORE and the Manufacturing Alliance of Communities.
- Attended the:
 - Monthly Membership Committee meeting of the Chamber of Commerce
 - o Hoffman Estates Chamber of Commerce New Members Breakfast
 - Monthly Golden Corridor Maker Space meeting
 - o Monthly Arts Commission meeting
 - Design Team meetings of Next Level Northwest
 - Mayor's Annual Update Breakfast hosting by the Chamber of Commerce
 - o Monthly Chamber of Commerce Chit-N-Chat
 - o ICSC Next Generation networking event

Office/Industrial

- Staff continued to court a European manufacturer looking for land to develop their new North American headquarters. One site in the Village has made the site selection short list and could be picked by the end of March.
- Continued reaching out to companies to schedule BRE visits. With this program the scheduling is the most difficult part as company executives and plant managers are often very busy. 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 to work out the details of the 501c formation. A venture agreement for the five communities is presented for approval in March. In the meantime the group has a mailbox at the Hoffman Estates Post Office, and is developing a website. The group expects to be incorporated by the summer when private donations will be sought and member companies will be solicited.

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. The Village will also have a booth at this event during the evening networking and cocktail hour.

Tourism

CELTIC FEST - APRIL 29, 2017, SCA

Solicited activity providers to provide fun Celtic themed activities for the annual Celtic Fest from Hoffman Estates based businesses (Duluth Trading, Main Event, Verizon Retail, Cabela's). Reached out to desired activities from surrounding area and states (Medieval Times, Legoland, Birds of Prey, Great Lakes Irish Wolfhounds, 4H Iron Throne, Ornua Foods (Kerry Gold Cheese) and Oberweiss Dairy) and sent activity provider contracts and paperwork to all. Solicited involvement from area Celtic Clan organizations and Highland Games organizers from throughout the state, creating overnight room packages for visiting clans and Highland Games organizers and athletes from other states. Solicited involvement of Celtic vendors selling Celtic foods, clothing, products, and handmade craft items.

NW 4TH FEST FOOD VENDORS, JUNE 30-JULY 2 - ADJACENT TO SCA

The Director of Tourism was named Food Chairman for NW 4th Fest 2017. Reviewed all fest food vendors from 2016 and contacted each to gauge their availability and interest in returning for 2017. Sent application and information packet to all past food vendors. The Commission requested more involvement from Hoffman Estates based restaurants as food vendors. Currently, Garibaldi's is the only Village based food vendor interested in participating. Circulated in the field to all full service restaurants that had capability to serve large numbers off site. As of today, Moretti's and Sweet Caroline's have asked to serve BBQ slow roasted pork and beef brisket

Tourism (Cont.)

NW 4TH FEST FOOD VENDORS, JUNE 30-JULY 2 - ADJACENT TO SCA (CONTINUED)

sandwiches, ribs, cole slaw and roasted corn. UniMart requested Philippine noodle bowls, skewered chicken, and mini egg roll platters. Bombay Chopsticks/India House is considering several Indian specialties. Assembly is considering grilled hamburgers. Firehouse Subs and Jersey Mike's are also considering entering the festival as well. Currently, 13 food vendors confirmed their interest and submitted their desired menus.

MEETINGS/ACTIVITIES

- Picked up, sorted, and distributed student-made Valentine packets to 12 senior living centers.
- Created display basket for St. Alexius Café for general distribution of student made valentines.
- Distributed student-made valentines with Hoffman Estates High School wrestlers and cheer team at Alden Poplar Creek.
- Attended Mayor's Annual Community Update Breakfast at SCA.
- Provided targeted list of potential corporate sponsor to Children's Advocacy Center.
- Provided economic development materials to Stonegate Properties for their use in attracting a full service hotel development.
- Toured sales leaders of the Chicago Marriott NW and Hyatt Place Hotel through top/targeted accounts and demand generators.
- Met with Quality Inn management team to assist in creating direct booking links for future events.
- Provided long-term stay leads (3 month to one year) to Hawthorn Suites for corporate relocation team.
- Distributed leads to Village hotels for youth summer baseball tournament housing.
- Solicited Celtic Soccer Tournament event organizers to include Village hotels in lodging options for visiting teams.
- Met with Indian promoter to suggest synergistic businesses that might appreciate partnering in their "Holi "event taking place at Grand Sports Arena.
- Nominated Target, Sugar Jones, and Chicago Marriott NW for Great Citizens Awards for Shop with a Cop.
- Met with SquadHelp, new business that opened in Village, to assist in connecting them to desired audience.

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