# AGENDA PLANNING, BUILDING AND ZONING COMMITTEE Village of Hoffman Estates October 9, 2017

Immediately Following the Transportation & Road Improvement Committee

Members: Gary Stanton, Chairman

Karen Arnet, Vice-Chairman

Karen Mills, Trustee

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

I. Roll Call

II. Approval of Minutes - September 11, 2017

### **NEW BUSINESS**

- 1. Staff update on Next Level Northwest.
- 2. Request by Huntington Hoffman LLC for extension of preliminary concept site plan approval for a Dunkin Donuts/Baskin Robbins with a drive-thru at 1600 Algonquin Road.
- 3. Request approval of a site plan amendment for the removal of permeable pavers and installation of asphalt in parking stall areas of Fire Station 24.
- 4. Request approval of a Resolution for a Purchase and Sale Agreement with SVAP Hoffman Plaza IV, L.P. for the sale of 75-85 East Golf Road.
- 5. Request by Rick E. Heidner d/b/a 2590 W. Golf, LLC for a Resolution supporting a Cook County Class 7C classification for property tax assessment purposes for the site located at the northeast corner of Golf Road and Barrington Road.
- 6. Request by Peter Lineal of Plum Grove Printers for a Resolution supporting a Cook County Class 6B Sustainable Emergency Relief (SER) classification for property tax assessment purposes for the site located at the 2160 Stonington Avenue.
- 7. Request acceptance of Department of Development Services monthly report for Planning Division.
- 8. Request acceptance of Department of Development Services monthly report for Code Enforcement Division.
- 9. Request acceptance of Department of Development Services monthly report for Economic Development and Tourism.
- III. President's Report
- IV. Other
- V. Items in Review
- VI. Adjournment

# PLANNING, BUILDING & ZONING COMMITTEE MEETING MINUTES

September 11, 2017

#### I. Roll Call

Members in Attendance:

Gary Stanton, Chairperson Karen Arnet, Vice Chairperson

Karen Mills, Trustee Anna Newell, Trustee Gary Pilafas, Trustee Michael Gaeta, Trustee

William D. McLeod, Village President

Management Team Members in Attendance:

Jim Norris, Village Manager Art Janura, Corporation Counsel

Dan O'Malley, Deputy Village Manager Peter Gugliotta, Director of Planning Kevin Kramer, Econ. Dev. Coordinator Mike Hankey, Director of Transportation

Ted Bos, Police Chief

Patrick Seger, Director of HRM Monica Saavedra, Director of HHS Fred Besenhoffer, Director of IS Joe Nebel, Director of Public Works

Jeff Jorian, Fire Chief

Rachel Musiala, Director of Finance

Bev Romanoff, Village Clerk

Patti Cross, Asst. Corporation Counsel Suzanne Ostrovsky, Asst. Village Mgr.

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

### II. Approval of Minutes

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to approve the Planning, Building & Zoning Committee meeting minutes of August 7, 2017. Voice vote taken. All ayes. Motion carried.

### **NEW BUSINESS**

1. Request by SVAP Hoffman Plaza, L.P. for a site plan amendment for Hoffman Plaza Shopping Center.

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

Work is ongoing on the Burlington site and opening date is scheduled for October 11, 2017. Some minor items need to be completed and petitioner is requesting a temporary occupancy permit in order to complete the minor items and still allow the store to open on time. The petitioner is still working with Cook County regarding the plan approved access on Roselle Road just north of Higgins Road. Since the County is taking longer than expected to review and approve the access, petitioner is proposing to modify the approved plans with an alternate design and utilize the existing access location. Transportation and Engineering staff reviewed plans and believe it will be a safe and acceptable solution.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to approve request by SVAP Hoffman Plaza, L.P. for a site plan amendment for Hoffman Plaza Shopping Center. Voice vote taken. All ayes. Motion carried.

# 2. 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 Mayor McLeod, to approve the Department of Development Services monthly report for Planning Division. Voice vote taken. All ayes. Motion carried.

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

# 4. Request acceptance of Department of Development Services monthly report for Economic Development and Tourism.

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

Motion by Trustee Arnet, seconded by Trustee Gaeta, 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 IV. Other V. Items in Review VI. Adjournment

Minutes submitted by:

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to adjourn the meeting at 7:10 p.m. Voice vote taken. All ayes. Motion carried.

Debbie Schoop, Executive Assistant	Date

### COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

**SUBJECT:** Staff update on Next Level Northwest

**MEETING DATE:** October 9, 2017

COMMITTEE: Planning, Building & Zoning

FROM: Kevin Kramer KK

\_\_\_\_\_\_

**REQUEST:** 

Staff update on Next Level Northwest.

**BACKGROUND:** 

When the Village Board approved the Intergovernmental Agreement to participate in and fund Next Level Northwest, the request was made to have an update every quarter. The following points outline the progress made over the past several months, as well as the plan ahead:



- ♦ The organizing is official with the State of Illinois, but still waiting on the official 501c3 designation from the Federal Government. We should hear back sometime in the next 4 months.
- A soft launch was held in Hanover Park on July 24, 2017, to announce the program to the business community and launch the official website (www.NextLevelNorthwest.org.). Check it out!
- ♦ The organization has an office in Hoffman Estates at the Hoffman Estates Community Bank on Higgins Road, across the hall from the Chamber of Commerce. This is where the Hoffman Estates pitch nights will take place.
- ♦ Five experienced coaches are lined up to help companies. Each coach will be compensated \$7,500-\$10,000 for their 6 month commitment to help the candidate company develop a 3-5 year growth plan, which is a significant reduction in their typical fee.
- ♦ Pitch panels for each community are currently being formed. The pitch panels will consist of 5-7 members on 1-2 year terms with representation from the following organizations:
- ♦ Municipal Manager or member of the NLNW Board
- ♦ Municipal Board Trustees (one member)
- Municipal Economic Development Board or equivalent (one member)
- ♦ A financial institution serving the specific community served by the NLNW CPP

### BACKGROUND: (Cont'd)

- ♦ One or two leaders, either current or emeritus, of well established, successful enterprises within the municipality
- ♦ One or two At-large members designated by the respective municipality from local educational or workforce development
- ♦ Pitch panel training sessions are taking place in anticipation of pitch nights starting in certain communities this year. A Hoffman Estates pitch night is projected for December or January.
- ♦ Before pitch nights can begin, companies need to apply and those applicants need to be pre-qualified. Applicant general criteria is a company with at least 3 years of financials, 3+ employees, and \$250,000+ in sales with a CEO/President who is coachable. If you know of anyone who might qualify, please ask them to consider filling out an application. I have attached an application for your reference.

### **RECOMMENDATION:**

For staff update only.

Attachment

## **Accelerator Engagement Application**

Information within this application is considered confidential and will not be shared outside of the Next Level Northwest Review Process.



### Please fill in all appropriate shaded areas.

Name of Business	:			wing.			
Business Address:							
	al <del>la</del>	(Number and Stree	et)	(	City/Village	)	(Zip code)
Municipality: (Check one only)	Elk Grove Vi Hanover Pal Hoffman Est Rolling Mea Schaumburg	rk tates dows	Address Type	Joint ( Reside	0.83	Residence	)
<b>Contact Person:</b>				Daytime	Phone:		
		(Full legal n	ame)				
Email address:				Mobile P	hone:	HWY	
Is the business ow	ner the same as t	he contact pers	on?	Yes	W. W.	No	
If "No," please give contact AND	e the position/title	e of					
Give the owner's n mobile phone cont				Mobile P	hone:		
Please describe yo	ur business in 10	0-150 words.					
	Number of Emplo	yees in Full-tim	ne Equivalents:	Full-	time	Par	t-time
Type of	Business:	C Corp		<10		<10	
		S Corp		11-19		11-19	
	24	LLC		20-29 30-49		20-29 30-49	
		Non-profit		50+		50-49	
Year in which the company was founded/incorporated?  Number of full operating years at time of application							
Do you have finance (P&L, Balance Sheet, Ca	cial data for the p	ast three fiscal	years?	Y	es	No	
Is your company generating revenue?				Υ	es	No	ÚMET TEM
If "yes" to the above, what is your current year's projection in US dollars?							
Did your company	show a net profit	last year?		Υ	es	No	

## **Accelerator Engagement Application – Page 2**

Information within this application is considered confidential and will not be shared outside of the Next Level Northwest Review Process.



Company Name \_\_\_\_\_

o you believe you	ur company is profitable?	Yes		No	
rom your view, w	hich of the following functions affect your profi	tability? Please	Check a	III that	apply.
Functio	n Examples of existing issues	Please ide	ntify yo	ur top	3 priorities
Human Reso	urces High turnover; Finding and recruiting the r best talent	High turnover; Finding and recruiting the right talent; Retention of our best talent			
Operations	Excess inventory; inefficiencies in processe more direct management oversight	es; quality issues	requirin	g	
Productivity	Not having enough of the right people on be with some staff	board; performar	ice issue	es	
Sales	Not meeting monthly, quarterly, or annual decision-makers in potential client compar	7	ing criti	cal	
Marketing	Marketing plan not linked to strategies; hit than desired	tting target mark	ets less		
Infrastructure	e High up-front investment; unplanned IT an upgrades that demand capital investment	and the second second second second	nt		
Financial	Details missing or incomplete for P&L, Bala company is not attuned to how the compa			he	
Planning	Lack strategic or current business plans; Ap defined or tracked routinely	opropriate metric	s not		
Other 1:	Specify:				
Other 2:	Specify:				
Uncertain	What are your concerns?				
<ul> <li>This submission</li> <li>A competitive p</li> <li>I must prepare</li> </ul>	tion included within this application is accurate does not guarantee selection for the Accelerat process for selection exists; and present a "pitch" but giving the presentatio sial obligation up front but am expected to cont	or Engagement on does not gua	; rantee		
The second second	f three years after graduating from the accelera at any time without penalty or prejudice prior		and the same	h."	

### COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

**SUBJECT:** 

Request by Huntington Hoffman LLC for extension of preliminary concept site plan approval for a Dunkin Donuts/Baskin Robbins with a drive-thru at 1600 Algonquin

Road

**MEETING DATE:** 

October 9, 2017

**COMMITTEE:** 

Planning, Building and Zoning

FROM:

Peter Gugliotta

**REQUEST:** 

Request by Huntington Hoffman LLC for extension of preliminary concept site plan approval for a Dunkin Donuts/Baskin Robbins with a drive-thru at 1600 Algonquin Road.

**BACKGROUND:** 

On October 10, 2016, the Village Board approved a preliminary concept site plan for a Dunkin Donuts/Baskin Robbins with a drive-thru. One of the conditions of approval stated that "The preliminary concept site plan approval shall expire one year after the date of Village Board approval. The final plans and plat shall be approved prior to that time, or the petitioner may request an extension of time."

The petitioner is requesting a one year extension and has stated that they are looking to secure a suitable franchisee for this site. Dunkin Donut's corporate has approved the location.

Since the prior approval was only for preliminary conceptual plans, the petitioner has limited entitlements for just the concept of an outlot building, but not complete site plan approval nor has a plat of subdivision been approved for the creation of the outlot.

The petitioner has started the staff-level final plan and plat review process, but the plans are not close to being ready for a public meeting. Regardless of whether the Village Board approves the extension request, this project will still need to proceed through a full public meeting process for final site plan and plat of subdivision.

**RECOMMENDATION:** 

Approval of a request by Huntington Hoffman LLC for extension of a preliminary concept site plan approval to October 10, 2018.

#### Attachment

cc:

Joseph Ragona (Huntington Hoffman LLC) James Duerr (James Duerr & Associates)

# Huntington Hoffman, LLC



P.O. Box #41
Park Ridge, IL 60068
Office Phone: 847-813-9402 Fax: 847-813-9442

jrmanagemetninc@yahoo.com

September 12, 2017

RE: Village Board preliminary concept site plan approval extension for the

Dunkin Donuts located at Huntington Plaza, 1600 W. Algonquin Rd, Hoffman Estates, Il

60195

To Whom It May Concern:

At this time, we respectfully request an extension of the preliminary concept site plan approval for the Dunkin Donuts located at Huntington Plaza, 1600 W. Algonquin Rd.

We request a 12 month extension from October 10, 2017 in order to secure a suitable operator for this location. Dunkin' Donut's corporate has approved this location for a new store however we continue to be in negotiations with the current franchisee.

It is our intention to move forward as quickly as possible with the construction and operations of this location. We ask for your continued patience and cooperation through this process.

Sincerely,

Joseph Ragona

### **COMMITTEE AGENDA ITEM** VILLAGE OF HOFFMAN ESTATES

Request approval of a site plan amendment for the removal of **SUBJECT:** 

permeable pavers and installation of asphalt in parking stall

areas of Fire Station 24

**MEETING DATE:** 

October 9, 2017

COMMITTEE:

Planning, Building and Zoning

FROM:

Joseph Nebel, Director of Public Works

Paul Petrenko, Facilities Manager

**PURPOSE:** 

Request approval of a site plan amendment for the removal of permeable pavers and installation of asphalt in parking stall areas of

Fire Station 24.

**BACKGROUND:** 

Fire Station 24 was constructed in 2009 as a sustainable facility and received a LEED Gold designation. One of the sustainable features was the installation of permeable pavers in the parking stalls along the perimeter of the parking lot. This was designed to allow some rain and snow melt to penetrate the surface with the excess running off into adjacent bio-swales and stormwater system.

While the objective of the permeable pavers seemed reasonable from an environmental perspective, the installation was impractical from a long term maintenance and repair standpoint. Unfortunately, the pavers failed to hold up well over time to the annual freeze/thaw cycles, along with plowing and salting operations, leaving a highly compacted gravel bed in situ. After seven years, many parking sections have completely failed and become unsightly with striping imperceptible.

The pavers are no longer under warranty, so staff investigated performing repairs, replacements in kind, and alternatives to permeable pavers. The chart below shows some of the options and comparable costs.

DISCUSSION:

Although costs are constantly changing and much higher in 2017, some types of permeable pavement can be compared using the data from a 2009 EPA study - Permeable Pavement Research--Edison New Jersey, Amy Rowe, EPA National Risk Management Research Laboratory.

**DISCUSSION:** (Cont'd)

Pavement	Quote (\$ sq yd)	Quote (\$ sq yd)
	Highest	Lowest
Hot Mix Asphalt	24.50	23.01
Porous Asphalt	48,40	31.00
Porous Pavers	114.80	104.32
Porous Concrete	71.21	60.75

Using porous asphalt, or porous concrete, would reduce costs as compared to replacing the pavers. However they both require a regular vacuuming maintenance component and would be susceptible to the abrasion of plowing operations, since these materials are rather soft. Several contractors who have experience with porous asphalt and concrete installations have also voiced their concerns over the longevity of these types of materials in northern latitudes where annual plowing operations take place. With all these factors and costs considered, staff chose to solicit quotes for a hot mix asphalt application as the best long term and cost effective option. The lowest quote came in at \$33.87 per sq. yd., which includes the removal and disposal of the existing pavers.

Despite the proposed change from permeable to a non-permeable surface for the parking areas, the Fire Station would not lose its LEED Gold status. This is due to its being certified under the older LEED 3 (2009) standard where, once you received certification, modifications afterward do not decertify the rating status.

The areas being paved are relatively small and should not have a significant impact on localized stormwater run-off. The Village's Engineering Division has also determined that this amendment to the site plan will not affect the original MWRD application. The additional water loading from the current permeable parking surface can be accommodated by the existing detention basin.

### RECOMMENDATION:

Approval of a site plan amendment for the removal of permeable pavers and installation of asphalt in parking stall areas of Fire Station 24.

Attachment





# COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

**SUBJECT:** 

Request approval of a Resolution for a Purchase and Sale

Agreement with SVAP Hoffman Plaza IV, L.P. for the sale of

75-85 East Golf Road

**MEETING DATE:** 

October 9, 2017

**COMMITTEE:** 

Planning, Building and Zoning

nut. KK

FROM:

Mark Koplin/Kevin Kramer/Arthur Janura/Patti Cross

**REQUEST:** 

Request approval of a Resolution for a Purchase and Sale Agreement with SVAP Hoffman Plaza IV, L.P. for the sale of 75-85

East Golf Road.

**BACKGROUND:** 

The Village acquired the two properties in November 2012, and demolished both structures immediately thereafter. The parcels combine for about 0.7 acres. A plat of subdivision creating a development lot and an outparcel to expand the entrance road from Golf Road was recently approved. These actions all prepared the site for sale and redevelopment as retail space with desirable frontage on Golf Road generating property tax increment for the TIF and sales/food and beverage taxes for the Village.

The Sterling Company purchased Hoffman Plaza late in 2012. Not long after, Sterling expressed an interest in acquiring 75-85 East Golf Road. In August 2013, the Village Board provided direction to work with Sterling on the sale and redevelopment of 75-85 East Golf Road. The Village went out for a Request For Proposal (RFP) on the property in 2015 to find a developer and Sterling was one of two respondents. Discussions ensued and Sterling submitted the first draft of a Purchase and Sale Agreement in December 2016. The parties have been discussing and trading drafts since. Sterling developed a concept level site plan (attached as Exhibit B) showing 5,500 square feet of commercial space. Prospective retailers and food establishments have already expressed interest in this location.

DISCUSSION:

The attached Purchase and Sale Agreement for 75-85 East Golf Road mirrors the Purchase and Sale Agreement for 920 Apple Street that was between the Village and The Sterling Organization (DBA SVAP - approved in March 2017) with that site used as detention for the Burlington retail redevelopment of Hoffman Plaza. Burlington will open in the next week. However, the 75-85 East Golf Road site will be used for construction of commercial space according to parameters laid out in this Purchase and Sale Agreement. Key points of the Agreement follow:

### **DISCUSSION:** (Continued)

- Purchaser (SVAP/Sterling) will deposit \$891,500 into the Escrow at Closing.
- ♦ Purchaser will develop the site with an approximately 5,500 square foot commercial building and widen the entrance to Hoffman Plaza from Golf Road and construct a new sign. This is depicted in Exhibit B (the Concept Site Plan). This site plan achieves goals established in the TIF Plan in 2003 to enhance retail and improve visibility and access to the centers. The commercial space will allow for 2-3 tenants in 1,800-2,500 square foot spaces. Several restaurants and retailers have already expressed interest in this location.
- Closing on the property will occur either 10 days following the 60 day Inspection Period, or 10 days following site plan approval by the Village Board.
- ♦ If either Seller or Purchaser defaults prior to the closing, the defaulting party shall pay the other party up to \$20,000 for damages incurred.
- ♦ Exhibit C establishes the requirements for an Escrow for the \$891,500 (Earnest Money). If Purchaser complies with all requirements and performs as specified in this Agreement (up to and including obtaining a certificate of completion for the new construction and site improvements, defined as the "Work"), then the Escrow will release the Earnest Money to Purchaser.
- ♦ If this Agreement is approved by the Village Board on October 16, 2017 (the Effective Date), the following dates will be established for the Project Timeline:
  - ♦ A 60 day Inspection (due diligence) Period commences (ends December 16, 2017).
  - ♦ Closing could occur within 10 days of the Inspection Period (by December 26, 2017, or later as described below).
  - Purchaser will submit site plans for review and approval by the Village within 30 days of the Effective Date (submit by November 16, 2017). Closing will occur as above, or within 190 days of the Effective Date (April 24, 2018).
  - ♦ If Closing does not occur within 190 days (by April 24, 2018), this Agreement is terminated.
  - ♦ The Work is defined as widening the Entrance Road from Golf Road to Hoffman Plaza (including a new pedestal sign) and construction of a tenantable commercial building of approximately 5,500 square feet, along with site improvements. Purchaser is required to submit final construction plans for such construction within six months of Closing.
  - ♦ Completion of the construction shall occur within 16 months of obtaining permits, but in no case later than three years from the effective Date (by October 16, 2020).

### **DISCUSSION:** (Continued)

- ♦ If the Work is not completed within three years of the Effective Date, Purchaser keeps the land but Seller (Village) gets the Earnest Money.
- ♦ If all Work is completed within the timeframe, the Purchaser receives Earnest Money.

### RECOMMENDATION:

Approval of a Resolution for a Purchase and Sale Agreement with SVAP Hoffman Plaza IV, L.P. for the sale of 75-85 East Golf Road.

### Attachments

cc: Dustin Hicks (Sterling Organization)
Matt Kaplan (Diamond Law)

RESOLUTION NO.	- 2017
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#### VILLAGE OF HOFFMAN ESTATES

# A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO A PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF HOFFMAN ESTATES AND SVAP HOFFMAN PLAZA IV, L.P. (75 AND 85 E. GOLF ROAD PROPERTIES)

WHEREAS, Article VII, Section 6 of the 1970 Illinois Constitution authorizes the Village of Hoffman Estates and the SVAP Hoffman Plaza IV, L.P. to contract upon matters of mutual interest; and

WHEREAS, the Village of Hoffman Estates and the SVAP Hoffman Plaza IV, L.P. wish to enter into a Purchase and Sale Agreement for a certain parcel of land with a common address of 75 and 85 E. Golf Road, Hoffman Estates, Illinois, and a certain strip of land immediately west and adjacent to the Golf Road Development Parcel as depicted and/or legally described on Exhibit A.

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:

<u>Section 1</u>: That the Village President of the Village of Hoffman Estates is hereby authorized to sign the Purchase and Sale Agreement between the Village of Hoffman Estates and SVAP Hoffman Plaza IV, L.P.

<u>Section 2</u>: 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			<del></del>	
Trustee Michael Gaeta				
Trustee Karen Arnet				
President William D. McLeod				
APPROVED THIS DAY	OF	, 2017		
	_	Village Pre	esident	
ATTEST:				
Village Clerk				

# PURCHASE AND SALE AGREEMENT [75 and 85 E. Golf Road Properties]

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of the Effective Date (as hereinafter defined) between the Village of Hoffman Estates, a municipal corporation ("Seller") and SVAP Hoffman Plaza IV, L.P., a Delaware limited partnership ("Purchaser").

In consideration of the covenants and agreements contained herein, the parties hereby agree as follows:

- 1. Property to be Purchased. Seller is the owner of a certain parcel of land with a common address of 75 and 85 E. Golf Road, Hoffman Estates, Illinois (the "Golf Road Development Parcel"), and a certain strip of land immediately west and adjacent to the Golf Road Development Parcel (the "Entrance Expansion Parcel") (the Golf Road Development Parcel and the Entrance Expansion Parcel are hereinafter collectively referred to as the "Seller's Parcel"), being collectively depicted and legally described as Parcel 1 and Parcel 2 on Exhibit A. The Entrance Expansion Parcel is the portion of Seller's Parcel depicted as "Outlot A" on Exhibit A. Subject to compliance with the terms and conditions of this Agreement, Seller shall sell to Purchaser and Purchaser shall purchase from Seller the aforementioned Seller's Parcel subject to all Permitted Exceptions (as hereinafter defined) (collectively the "Property"). Title shall be conveyed via a Warranty Deed (as hereinafter defined).
- 2. <u>Purchase Price</u>. The purchase price for the Property ("Purchase Price") shall be One and No/100ths Dollars (\$1.00). However, at Closing (as hereinafter defined), Purchaser shall deposit the amount of Eight Hundred Ninety One Thousand Five Hundred and No/100ths Dollars (\$891,500.00) (the "Earnest Money") with Fidelity National Title Insurance Company ("Escrow Agent"), by wire transfer of immediately available funds, to be held by Escrow Agent in accordance with the terms and conditions of Section 11 of this Agreement, as security for the performance of Purchaser's obligations under Section 16 of this Agreement.
- 3. <u>Title and Survey</u>. Seller agrees to convey fee simple title in the Property to Purchaser subject only to such exceptions to title as are defined herein as the "Permitted Exceptions".
  - A. Seller shall deliver to Purchaser a title commitment for an owner's title insurance policy in the amount of the Earnest Money (the "Commitment"). The "Permitted Exceptions" shall be deemed to include the following: (a) any taxes, charges and assessments levied and/or assessed against the Property or any portion thereof that are not yet due and

payable, (b) the rights, if any, of any utility or quasi-utility company to maintain lines, pipes, wires, cables, poles and distribution boxes and equipment in, under, over and upon the Property, as contained within the Commitment and Survey as of the expiration of the Inspection Period, and to be insured under a title insurance policy under terms and conditions as contained within the Commitment and/or standard commitments of the issuing title company, (c) easements of record as set forth in the Commitment, (d) public and private right-of-way as set forth in the Commitment, (e) any encumbrances, claims or other matters arising on account of, through or under Purchaser, its employees, agents, contractors and consultants, or any act, omission, fault or neglect of Purchaser, its employees, agents, contractors and consultants, (f) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the Closing and which Seller shall so remove on or before the Closing, and (g) any items identified on Schedule B of the Commitment as of the expiration of the Inspection Period as defined below and not timely objected to by Purchaser prior to the expiration of the Inspection Period. The Commitment shall be conclusive evidence of good title as therein shown to all matters insured by the title insurance policy issued to Purchaser at Closing, subject only to the exceptions as therein stated. Seller's Parcel shall be subject to any and all cross easements and related cross easement provisions set forth on Exhibit A (the "Cross Easements").

- B. Purchaser, at its cost, shall have the right to obtain an ALTA survey of the Property prior to the expiration of the Inspection Period.
- 4. <u>Condemnation</u>. If prior to the Closing the Property is the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Purchaser and Seller shall each have the right to terminate this Agreement upon notice to the other. If neither party exercises its right of termination, any and all proceeds arising out of such eminent domain or taking shall be assigned to or paid over to Purchaser on the Closing Date, as hereinafter defined.

### 5. Representations.

A. Seller represents and warrants to Purchaser (i) that Seller has the right, power and authority to enter into this Agreement, and the persons executing this Agreement on behalf of Seller have been duly and validly authorized by Seller to enter into this Agreement and have the right, power and authority to enter into this Agreement and bind Seller; (ii) that Seller has not received any currently outstanding written notices from any governmental authority of any currently pending condemnation of all or any portion of the Property or the violation of law or any governmental requirement; (iii) that the Property is not subject to any leases, recorded or

unrecorded, written or oral; (iv) that at Closing, the Property shall not be subject to any property management, leasing brokerage, service, maintenance, construction, supply or similar contracts for any goods used or services provided in connection with the operation, maintenance or repair of the Property, recorded or unrecorded, written or oral; and (v) there is no pending, and Seller has received no written notice of any threatened, claim, action, suit or similar proceeding against the Property or Seller in connection with the Property. As of the date that the Closing actually occurs under this Agreement (the "Closing Date"), Seller shall be deemed to have remade all the representations and warranties set forth in this Section 5.A.

- B. Purchaser represents and warrants to Seller that Purchaser has the right, power and authority to enter into this Agreement, and the persons executing this Agreement on behalf of Purchaser have been duly and validly authorized by Purchaser to enter into this Agreement and have the right, power and authority to enter into this Agreement and bind Purchaser.
- 6. <u>Closing</u>. The Closing of the purchase and sale (the "Closing") shall take place within ten (10) days after the latest of (i) the last day of the Inspection Period (as defined below), or (ii) the date on which Site Plan Approval (as defined below) is attained; provided, however, that the Closing shall take place no later than one hundred and ninety (190) days of the Effective Date, as hereinafter defined. The Closing shall take place at the Escrow Agent's office. If the Closing does not take place within such ten (10)-day period and this Agreement is not terminated as elsewhere herein provided, then Seller or Purchaser, as the case may be, shall have the rights and remedies described in Section 14 of this Agreement in respect of the non-performing party's failure to close.
  - 7. <u>Possession</u>. Possession by Purchaser shall take place upon Closing.
- 8. <u>Seller's Deliveries at Closing</u>. At or prior to the Closing Date, Seller shall deliver, or cause to be delivered, to Purchaser the following items:
  - A. Warranty Deed for the Property substantially in customary form, subject only to the Permitted Exceptions and any other exceptions accepted by Purchaser ("Warranty Deed") and the Cross Easements.
  - B. An affidavit of Seller containing the information required pursuant to Section 1445(b)(2) of the Internal Revenue Code, as amended ("Code").
  - C. An affidavit of title and "gap" indemnity.
  - D. ALTA statements.
  - E. Transfer declarations required to be executed by Seller.

- F. A counterpart original of the closing statement.
- G. Any other documents and instruments that may be required by this Agreement to be delivered by Seller at Closing or reasonably required of Seller to effectuate the transactions contemplated by this Agreement.
- 9. <u>Purchaser's Deliveries at Closing</u>. On the Closing Date, Purchaser shall deliver, or cause to be delivered, to Seller the following items:
  - A. Transfer declarations required to be executed by Purchaser.
  - B. A counterpart original of the closing statement.
  - C. Any other documents and instruments that may be required by this Agreement to be delivered by Purchaser at Closing or reasonably required of Purchaser to effectuate the transactions contemplated by this Agreement.
  - D. Deposit of the Earnest Money (i.e., \$891,500) in escrow with Escrow Agent.
  - E. An affidavit in compliance with 50 ILCS 105/3.1.
- 10. <u>Closing Costs</u>. The following costs and expenses shall be paid as follows in connection with the Closing:
  - A. Seller shall pay:
    - (i) The standard premium charges for the Commitment and Title Policy in the amount of the Earnest Money (excluding any endorsements).
    - (ii) All state and county transfer taxes imposed on the conveyance, and local transfer taxes.
    - (iii) One-half of any escrow fee and closing fee to be charged by the title company.
    - (iv) Seller's attorneys' fees.
  - B. Purchaser shall pay the following costs in connection with the Closing:

- (i) The charges for any endorsements to the Commitment and Title Policy that Purchaser may request (including, without limitation, extended coverage).
- (ii) The cost of recording the Warranty Deed and any mortgage, easement or other documents or agreements that Purchaser elects to have or requires be recorded.
- (iii) One-half of any escrow fee and closing fee to be charged by the title company.
- (iv) Purchaser's attorneys' fees.
- (v) The standard premium charges for the Loan Policy (including any endorsements), if any.
- (vi) The cost of any tests and/or examinations Purchaser might elect to perform including environmental assessments.
- 11. <u>Earnest Money</u> Seller and Purchaser shall direct Escrow Agent to deposit the Earnest Money into a federally-insured interest bearing account selected by Purchaser. The type of interest bearing account shall be at the sole discretion of Purchaser. All net earnings and proceeds of every kind realized from the Earnest Money shall be for the account of and paid to the party entitled to the Earnest Money under this Agreement. At Closing, the parties shall deliver an executed counterpart of this Agreement to the Escrow Agent to serve as the instructions to the Escrow Agent as the escrow holder for consummation of the transaction contemplated herein. Escrow Agent shall hold the Earnest Money for the mutual benefit of Seller and Purchaser pursuant to the escrow terms and conditions set forth on Exhibit C hereto.
- 12. <u>Prorations and Adjustments</u>. There will be no prorations and adjustments. For real estate tax purposes, the Property is presently tax-exempt.

13. <u>Brokerage</u>. Purchaser and Seller warrant and represent to each other that neither has dealt with any real estate broker, finder, sales agent or other similar person in relation to this transaction. Each party hereby agrees to indemnify, defend and hold harmless the other, and the other's affiliates, of and from any and all claims made by a broker, finder, sales agent or other similar person in connection with this transaction and not disclosed herein if such person is claiming through the indemnifying party. All provisions set forth in this Section shall survive the Closing or termination of this Agreement.

### 14. Remedies.

- A. If prior to or on the Closing Date Seller defaults in performing any of Seller's obligations under this Agreement, and fails to cure such default after ten (10) days written notice from Purchaser, Purchaser may terminate this Agreement, in which event Purchaser shall have the right to recover from Seller damages in the amount equal to all out-of-pocket costs and expenses incurred by Purchaser in connection with the transaction contemplated under this Agreement, not to exceed Twenty Thousand and 00/100 Dollars (\$20,000.00) in the aggregate. Such right shall be Purchaser's sole and exclusive remedy on account of Seller's defaults.
- B. If prior to or on the Closing Date Purchaser shall default in the performance of any of Purchaser's agreements and obligations under this Agreement to purchase the Property, and fails to cure such default after ten (10) days written notice from Seller, Seller may elect to terminate this Agreement upon written notice to Purchaser whereupon Purchaser shall pay to Seller the sum of Twenty Thousand and No/100 Dollars (\$20,000.00) as liquidated damages, and both Seller and Purchaser shall thereafter be released from all further obligations under this Agreement, except those specifically provided to survive the termination of this Agreement, as Seller's sole and exclusive remedy, it being understood that Seller's damages resulting from such default by Purchaser are difficult, if not impossible, to determine and such sum is a fair estimate of those damages which has been agreed to in an effort to cause the amount of such damages to be certain.

### 15. <u>Miscellaneous</u>. The following general provisions govern this Agreement:

A. <u>No Waivers</u>. The waiver by either party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach

of the same or of any other term, covenant or condition herein contained. Either party, in its sole discretion may waive any right conferred upon such party by this Agreement, provided that such waiver shall only be made by giving the other party written notice specifically describing the right waived.

- B. <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement. If the Closing and transfer of the Property does not occur within one hundred ninety (190) days of the Effective Date and neither party is in default and this Agreement is not terminated as elsewhere herein provided, then this Agreement shall terminate.
- C. <u>Governing Law</u>. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the parties hereto hereby agree and consent and submit themselves to the jurisdiction and venue in and for the Circuit Court of Cook County, Illinois.
- D. <u>Notices</u>. All notices and demands given or required to be given by any party hereto to any other party shall be deemed to have been properly given if and when delivered in person or sent by email, or one (1) business day after having been deposited with an overnight courier service (e.g. Federal Express and UPS) for next business day delivery, or three (3) business days after having been deposited with the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section):

If to Seller: Village of Hoffman Estates

1900 Hassell Road

Hoffman Estates, IL 60169

Attn: William D. McLeod, Village President

Email: bill.mcleod@hoffmanestates.org

With a copy to: Village of Hoffman Estates

1900 Hassell Road

Hoffman Estates, IL 60169

Attn: Village Clerk

Email: bev.romanoff@hoffmanestates.org

If to Purchaser: SVAP Hoffman Plaza IV, L.P.

340 Royal Poinciana Way, Suite 316

Palm Beach, FL 33480 Attn: Gregory Moross

Email: gmoross@sterlingorganization.com

With a copy to: SVAP Hoffman Plaza IV, L.P.

340 Royal Poinciana Way, Suite 316

Palm Beach, FL 33480 Attn: Peggy Wei

Email: pwei@sterlingorganization.com

With a copy to: Diamond & Kaplan, P.A.

340 Royal Poinciana Way, Suite 316

Palm Beach, FL 33480 Attn: Matthew I. Kaplan

Email: mkaplan@diamondlawpa.com

If to Escrow Agent: Fidelity National Title Insurance Company

1990 E. Algonquin Road - Suite 201

Schaumburg, IL 60173 Attn: Escrow Agent

In the event either party delivers a notice by email, as set forth above, such party agrees to, on the same day, deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party. Any notice or demand by any party may be effectively given by such party's attorney.

- E. <u>Assignability</u>. This Agreement and the rights set out herein may not be assigned or sold by Purchaser or Seller.
- F. <u>No Third Party Beneficiaries</u>. No other person shall be deemed a third party beneficiary to this Agreement.
- G. <u>Invalidity</u>. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

- H. <u>Gender and Number</u>. Within this Agreement words of any gender shall be held and construed to include any other gender and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.
- I. <u>No Recordation</u>. Neither this Agreement nor any memorandum or other evidence thereof may be recorded against Seller's Parcel or any portion thereof (including, without limitation, the Property).
- J. As Is. As a material inducement to Seller to execute this Agreement, Purchaser agrees, represents and warrants that (i) prior to Closing, Purchaser will have fully examined and inspected the Property, together with any documents and materials with respect to the Property which Purchaser deems necessary or appropriate in connection with its investigation and examination of the Property, (ii) Purchaser will have accepted and will be fully satisfied in all respects with the foregoing and with the physical condition, environmental condition, value, financing status, and prospects of the Property, (iii) the Property will be purchased by Purchaser "As Is" and, upon the Closing, Purchaser shall assume responsibility and liability for the ownership, operation and physical condition, of the Property, whenever such condition may have arisen, whether prior to, on, or after the Closing Date, (iv) Purchaser will have decided to purchase the Property solely on the basis of its own independent investigation. Purchaser hereby acknowledges and agrees that Seller has not made, does not make, and has not authorized anyone else to make any representation and warranty as to the past, present or future physical condition, environmental condition, value, financing status and prospects, or any other matter or thing pertaining to the Property, except as expressly SELLER **MAKES** WARRANTY set forth herein. NO REPRESENTATION, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY **OF** CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PROPERTY. Seller shall not be liable for, or be bound by, any verbal or written statements, representations, real estate broker's "setups" or information pertaining to the Property furnished by any real estate broker, agent, employee, servant or any other person.
- K. <u>Business Days</u>. If the Closing Date or any other date described in this Agreement by which one party hereto must give notice to the other party hereto or must fulfill an obligation is a Saturday, Sunday or a day observed by the Federal government or by the State of Illinois government as a legal holiday, then such Closing Date or such other date shall be

automatically extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

- L. <u>Construction</u>. This Agreement shall not be construed more strictly against one party than against the other party merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.
- M. Notwithstanding anything set forth in this Inspection Period. Agreement to the contrary, if within sixty (60) days of the Effective Date (the "Inspection Period"), Purchaser determines, in its sole and absolute discretion, that Purchaser does not desire to proceed with the purchase of the Property, Purchaser may give written notice to Seller and Escrow Agent electing to terminate this Agreement on or before the last day of the Inspection Period. If Purchaser does not affirmatively elect to proceed with the purchase of the Property by giving written notice to Seller and Escrow Agent on or before the last day of the Inspection Period, then Purchaser shall be deemed to have elected to terminate this Agreement. Accordingly, if Seller receives a notice of termination from Purchaser, or fails to receive a notice of Purchaser's election to proceed, on or before the last day of the Inspection Period, then both Seller and Purchaser shall thereafter be released from all further obligations under this Agreement, except those specifically provided to survive the termination of this Agreement.
- N. Notwithstanding anything set forth in this Site Plan Approval. Agreement to the contrary, Purchaser's obligation to close hereunder shall be subject to Purchaser receiving final site plan approval ("Site Plan Approval") under Chapter 10 of the Municipal Code of the Village of Hoffman Estates to permit Purchaser to develop, construct and operate its intended project on the Property substantially in accordance with Proposed Concept Plan attached as Exhibit B to this Agreement with the approximate configuration, layout and building size provided therein. Purchaser shall use commercially reasonable efforts to obtain Site Plan Approval. Purchaser does not receive Site Plan Approval within one hundred eighty (180) days of the Effective Date (the "Site Plan Approval Period"), then this Agreement shall terminate on the last day of the Site Plan Approval, unless Purchaser waives such condition in writing and elects to proceed to Closing in accordance with this Agreement. Purchaser's election to waive such condition and proceed to Closing shall not extend the Outside Completion Date or otherwise relieve Purchaser of any obligation under Section 16. However, if Purchaser does not receive Site Plan Approval prior to the expiration of the Site Plan Approval Period and has not waived such condition in writing as aforesaid, then, as of the expiration of the Site Plan Approval Period, both Seller and Purchaser shall thereafter be released

from all further obligations under this Agreement, except those specifically provided to survive the termination of this Agreement. Purchaser understands that Seller shall be under no obligation to grant such Site Plan Approval to Purchaser because of this Agreement. Purchaser must make all submittals for Site Plan Approval to the Village of Hoffman Estates in the ordinary course. Purchaser shall formally submit for Site Plan Approval within thirty (30) days after the Effective Date.

- O. <u>Effective Date</u>. The "Effective Date" of this Agreement shall be the date on which this Agreement is approved by the Seller, as indicated on the signature page of this Agreement. If Seller has not signed this Agreement within thirty (30) days after the date on which Purchaser signed this Agreement, then this Agreement shall become null and void and of no further force or effect.
- P. <u>Termination Date.</u> Notwithstanding any other provision of this Agreement, if Closing does not occur within one hundred ninety (190) days of the Effective Date, this Agreement shall terminate.
- Q. <u>Disclosures</u>. Purchaser shall comply with all mandated disclosures required by 50 ILCS 105/3.1 prior to Closing.
- R. <u>Counterparts</u>; <u>PDF</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which, together, shall constitute one and the same document. For purposes of executing this Agreement, a document signed and transmitted electronically in PDF format shall be treated as an original document.
- S. <u>Exhibits</u>. Each of the three (3) Exhibits attached hereto are incorporated herein and made a part hereof marked as Exhibits A through C, respectively, as though fully stated herein.
- T. <u>Merger/Integration</u>. This Agreement constitutes the entire agreement of the parties, and supersedes all prior agreements and undertakings between the parties, whether oral or written, and may not be amended or modified except upon the prior written consent of each party.

- 16. <u>Purchaser's Construction Obligations</u>. If Purchaser acquires the Property from Seller, then Purchaser shall perform, or cause to be performed, the Work (as defined below), in accordance with the remaining terms and conditions of this Section 16. For purposes of this Section 16, the Village of Hoffman Estates, a municipal corporation, is hereinafter referred to as the "Village".
  - A. <u>Scope of Work</u>. Purchaser has submitted the concept plans for the Work attached hereto as Exhibit B (the "Concept Plans") to the Village. The "Work" shall mean the scope of work identified on the Concept Plans, including, without limitation, the following: (i) constructing an enhanced Golf Road entrance (the "Entrance Expansion") on the Entrance Expansion Parcel, and (ii) constructing a tenantable commercial building (the "75/85 Improvements") on the Golf Road Development Parcel.
  - Submittal of Final Plans. The Village acknowledges that, as of the В. Effective Date, the Purchaser has not yet entered into any leases of the 75/85 Improvements, and further agrees that the Purchaser shall not be required to submit final building and construction plans for the Work until the date which is six (6) months after the Closing Date (the "Outside Submittal Date"). On or prior to the Outside Submittal Date, Purchaser will submit final building and construction plans for the Work (the "Construction Plans") to the Village for approval in accordance with the rules, regulations and ordinances of the Village. The Construction Plans shall be substantially consistent and in conformance with the Concept Plans, subject to revisions and/or modifications from time to time, including, without limitation, as may be necessitated by the lease(s) entered into by the Purchaser for the 75/85 Improvements, provided such revisions and/or modifications do not materially adversely affect the value, utility or general scope of the Work. Upon approval of the Construction Plans, such Construction Plans shall be incorporated by reference into this Agreement. The Concept Plans and the Construction Plans shall collectively constitute the "Final Project Documents".
  - C. Permitting and Approvals. Before commencement of construction of the Work, Purchaser or its contractors or representatives shall, at their expense, secure or cause to be secured any and all applicable approvals and permits that may be required for the Work or for the portion of the Work to be performed, as required by Village ordinances, and any other governmental agencies having jurisdiction over such Work, or such portion of the Work being performed, including, without limitation, any applications and permits which may be required to be obtained from any local, federal or state environmental protection agency, the Metropolitan Water Reclamation District of Greater Chicago, or from any other agency which may have or exercise any jurisdiction of any type whatsoever which

may affect the Work. The Village shall not oppose any such application pending before another governmental body or agency for permits or other approvals required in connection with the Work, provided such application is consistent with applicable Legal Requirements (as defined below), subject to applicable variances as may be required for the construction of the Work in accordance with the Final Project Documents approved by the Village. Purchaser shall commence construction of the Work promptly following receipt of all necessary permits and approvals therefor.

- D. <u>Completion of Work</u>. Purchaser shall achieve final completion of the construction of the Work in accordance with the Final Project Documents no later than the sixteen (16) months after all necessary permits and approvals, including, without limitation, final building permits, have been issued for the Work in accordance with the Final Project Documents, subject to Force Majeure (as defined below). In all events, however, all such Work shall be completed within three (3) years from the Effective Date (the "Outside Completion Date").
- E. <u>Compliance with Law</u>. The Work shall comply with all applicable federal, state, county, municipal or administrative laws, ordinances, rules, regulations, codes and orders, subject to applicable variances, as the case may be (collectively, the "Legal Requirements") relating in any manner to the Work, including, without limitation, all environmental laws and the Americans With Disabilities Act. The Purchaser shall carry out the Work and development in conformity with all applicable federal, state, county and local laws and ordinances, including all applicable federal and state standards and regulations.
- F. <u>Responsibilities of Purchaser</u>. The Purchaser shall proceed with commercially reasonable diligence to complete construction of the Work as and when required by this Agreement. Subject to the terms, conditions and provisions of this Section 16, the Purchaser has the following general responsibilities (which are not all inclusive) for the planning, design, development, construction and installation of the Work (with the technical assistance of such qualified outside consultants as the Purchaser, in its discretion, may retain):
  - (i) providing qualified field personnel for inspecting and reviewing the Work progress and construction of the Work, including final inspection and certification by Purchaser that, to the best of its knowledge, all Work, as constructed, conforms with the approved Final Project Documents;
  - (ii) attending project coordination and progress meetings among

the Purchaser and Village as deemed necessary from time to time at the request of the Village and maintaining and distributing memorandum notes concerning all such meetings, including confirmations of decisions, reports and correspondence, together with the performance of appropriate administrative duties to accomplish appropriate follow-up;

- (iii) providing, either alone or in conjunction with the Purchaser's advisers and consultants, the appropriate coordination of all planning and construction of the Work, including the directing and scheduling of construction, all field inspections, tests, surveys and other activities related to the Work;
- (iv) furnishing to the Village "as-built" plans which shall show the boundaries of the Work and the location of any new or relocated utilities prior to the issuance of any certificate of occupancy for the Work; and
- (v) securing all authorizations, permits and licenses, including those of a temporary nature, as may be necessary for the construction and intended use of the Work.

The Purchaser, at its expense, will engage the services of architects, soil engineers, structural engineers, lighting, heating, ventilating and air conditioning, life safety and other design consultants, as Purchaser shall deem necessary and appropriate, to prepare the Final Project Documents.

Time of the Essence. Time is of the essence in the performance of G. this Agreement; however, the Purchaser shall not be deemed in material breach of this Agreement with respect to construction of the Work if the Purchaser fails to timely perform the same and such failure is due in whole or in part to war, to acts of God, strikes, labor disputes, inability to procure materials, delay in issuance of necessary permits or authorizations by any governmental body, including but not limited to the Village, through no fault of the Purchaser or similar causes beyond the reasonable control of the Purchaser ("Force Majeure"); provided, however, the inability of the Purchaser to pay for or perform any obligation of the Purchaser due to the insufficiency or unavailability of funds or the financial condition of the Purchaser shall not be deemed to constitute Force Majeure hereunder. If one of the foregoing events shall occur or the Purchaser shall claim that such an event shall have occurred, the Village shall investigate same and consult with the Purchaser regarding the same and the Village shall grant an extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure, provided that the failure of

performance was reasonably caused by such Force Majeure. Notwithstanding provisions of this Section, all Work shall be completed within three (3) years of the Effective Date.

Indemnification. Purchaser, its successors and assigns shall defend, H. indemnify and hold harmless the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses, including but not limited to attorneys' fees and expenses (collectively, "Losses") pursuant to any federal, state and local laws including the common law, statutes, ordinances, rules, regulations and other requirements relating to or which the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees may incur from or on account of the construction of the Work, including but not limited to any Losses incurred which are based on tort law, including wrongful death and/or a personal injury claim, suit or action and/or any Losses relating to environmental investigation, cleanup, or abatement, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of the Work; provided, however, that the foregoing shall not be construed to require the Purchaser to indemnify any party against any Losses arising out of the negligence or the willful act of or the breach of this Agreement by the Village or its elected or appointed officers or officials, trustees, agents, volunteers, representatives and/or employees. The Purchaser shall have no liability for any consequential damages suffered either by Village or its elected or appointed officers or officials, trustees, agents, volunteers, representatives and/or employees. It is expressly understood, agreed upon and the specific intent of this Agreement that the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees will at no time assume responsibility or liability for the actions of Purchaser or any of the workers or other persons engaged in the Work. As between the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees and Purchaser, Purchaser shall at all times be held solely responsible for all persons performing the Work.

- I. Insurance. The Purchaser shall obtain or cause to be obtained prior to the commencement of construction of any portion of the Work and continuously maintain during the performance of the Work, the following minimum insurance coverages (and provide a copy of all policies to the Village with proof that the premiums for such insurance have been paid and the insurance is in effect): (i) workers compensation insurance with statutory coverage; and (ii) comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Certificate naming the Village as an additional insured with limits against bodily injury and property damage of not less than Five Million Dollars (\$5,000,000) for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis. All insurance required in this Section shall be obtained and continuously maintained with responsible insurance companies having an A- VIII rating selected by the Purchaser or its successors that are authorized under the laws of the State of Illinois to assume the risks covered by such policies. Unless otherwise provided in this Section, each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured and the Village at least thirty (30) days before the cancellation or modification becomes effective, or not less than ten (10) days in the event of cancellation for nonpayment. Prior to the expiration of any policy, the Purchaser, or its successor, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Article. In lieu of separate policies, the Purchaser or its successor, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.
- J. Environmental Matters. The Purchaser shall not dispose of or release any hazardous substance, material, contaminant, or pollutant, as defined by any federal or state environmental laws, in connection with the Work, in, under, on or about the Property in violation of applicable environmental laws. The Purchaser, at its cost, shall remediate, or cause to be remediated, any hazardous substance, contaminant or pollutant or other dangerous environmental condition that it (or its employees, agents or contractors) creates or causes in connection with the Work in accordance with all federal, state, county and local applicable laws and regulations. The Purchaser shall indemnify and hold the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees harmless against any claim, suit, loss, liability or damage, including, attorneys' fees and expenses incurred by the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees arising out of or relating to the disposal or

release of any hazardous substance, material, contaminant, or pollutant during construction of the Work in, under, on or about the Property by the Purchaser in violation of applicable environmental laws; provided, however, that the foregoing shall not be construed to require the Purchaser to indemnify any party against any Losses arising out of the negligence or the willful act of or the breach of this Agreement by the Village or its elected or appointed officers or officials, trustees, agents, volunteers, representatives and/or employees. The Purchaser shall have no liability for any consequential damages suffered either by Village or its elected or appointed officers or officials, trustees, agents, volunteers, representatives and/or employees.

- K. Payment of Earnest Money. Notwithstanding any other provisions of this Agreement, upon demand therefor in accordance with Exhibit C, the Earnest Money will be paid (x) to Purchaser, if Purchaser shall achieve Completion of the Work (as hereinafter defined) on or prior to the Outside Completion Date, or (x) to the Village if Purchaser fails to achieve Completion of the Work on or prior to the Outside Completion Date. If the Earnest Money is paid to the Village in accordance with this Agreement, Purchaser shall thereafter be released from any further obligation to complete the Work.
- L. <u>Completion of the Work</u>. As used in this Agreement and Exhibit C, the phrase "Completion of the Work" shall mean that Purchaser has obtained from the Village either a "certificate of occupancy" or "certificate of completion" for the 75/85 Improvements (having completed the shell thereof in a condition suitable and ready for the installation of tenant improvements therein), site improvements and Entrance Expansion, all in accordance with the Final Project Documents.

### 17. Tax Considerations.

- A. After due and careful consideration, Seller has determined that the conveyance of the Property to Purchaser and the completion of the Work required by this Agreement will serve the needs of the Village of Hoffman Estates and the community, ameliorate blight, increase employment opportunities within the Village, improve the environment of the Village, increase the assessed valuation of the real estate situated within the Village, increase the tax revenues realized by the Village, foster increased economic activity within the Village, and otherwise be in the best interests of the Village and the health, safety, morals and welfare of its residents and taxpayers.
- B. The Purchaser states that the conveyance of the Property by Seller to Purchaser will be treated as a contribution by Seller to SVAP REIT, LLC, a

Delaware limited liability company ("REIT"), of an eighty-nine and 715/1000 percent (89.715%) undivided interest in the Property and then a contribution by REIT to Purchaser in that same amount, and shall be treated as a contribution by Seller to Sterling Value Add Partners (NR), L.P., a Delaware limited partnership ("SVAP (NR)") of a ten and 285/1000 percent (10.285%) undivided interest in the Property, followed by a contribution by SVAP (NR) to Purchaser in that same amount. The parties agree that the (x) the contribution is being made to benefit the Village community at large by fostering increased economic activity within the Village, and (y) such contribution is not intended to be for the performance of services. The provisions of this Section 16 shall, without further action, be deemed incorporated by this reference into the Warranty Deed pursuant to which title to the Property is conveyed to Purchaser at Closing under this Each of REIT and SVAP (NR) is a beneficiary of this Agreement. Agreement and has executed this Agreement solely for the purpose of acknowledging and agreeing to the provision of this Section 17. However, neither REIT nor SVAP (NR) shall have any liability or obligation whatsoever to the Village under this Agreement. The provisions of this Section 17 shall survive the Closing of title hereunder.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below.

PURCHASER:	SELLER:				
SVAP HOFFMAN PLAZA IV, L.P., a Delaware limited partnership	VILLAGE OF HOFFMAN ESTATES, a municipal corporation				
By: SVAP Hoffman Plaza IV GP, LLC, a Delaware limited liability company, it general partner	By: Name:William D. McLeod Its:Village President				
By: SVAP GP, LLC, a Delaware limited liability company, its manager	Attest: Name: Beverly Romanoff Its: Village Clerk Date:				
By: Name: Its: Date:					
The undersigned, as Escrow Agent, agrees to hold and disburse the Earnest Money and all funds received by Escrow Agent in escrow in accordance with the provisions of this Agreement.					
ESCROW AGENT:					
FIDELITY NATIONAL TITLE INSURANCE COMPANY					
By:Name:Title:	_				

### FINAL VERSION

### Section 17 Joinder

The undersigned hereby join in this Agreement solely for purposes of Section 17 of this Agreement.

SVA	P REIT, LLC,
a De	laware limited liability company
By:_	ρ'
Title	e: :
	RLING VALUE ADD PARTNERS (NR), L.P., laware limited liability company
By:	SVAP GP, LLC,
	a Delaware limited liability company, its Manager
	By:
	Name:
	Title:

### EXHIBIT "A"

### **DESCRIPTION OF PROPERTY**



# FINAL PLAT

COOK COUNTY RECORDER CERTIFICATE (TO BE STAMPED BY THE COOK COUNTY RECORDER)

# 75/85 GOLF ROAD SUBDIVISION

BEING A RESUBDIVISION OF PART OF LOT 14 IN BLOCK 1 IN HOFFMAN ESTATES I, BEING A SUBDIVISION OF PART OF SECTION 14 AND 15, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINDIS.

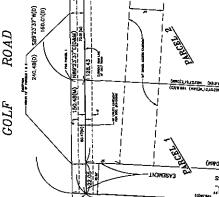
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COUNTY OF COOK)







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AREA = 15230 SF

PARCEL 2

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PREPARED FOR: WILAGE OF HOFFWAN ESTATES 1900 HASSELL ROAD HOFFWAN ESTATES, IL 60169

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TERENCE, R. CAHILL, ALLINOIS P.L.S. NO. 35–2859 LICENSE EXPIRES: 11–30–18





# 75/85 GOLF ROAD SUBDIVISION CERTIFICATE SHEET

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### OWNERS CERTIFICATE

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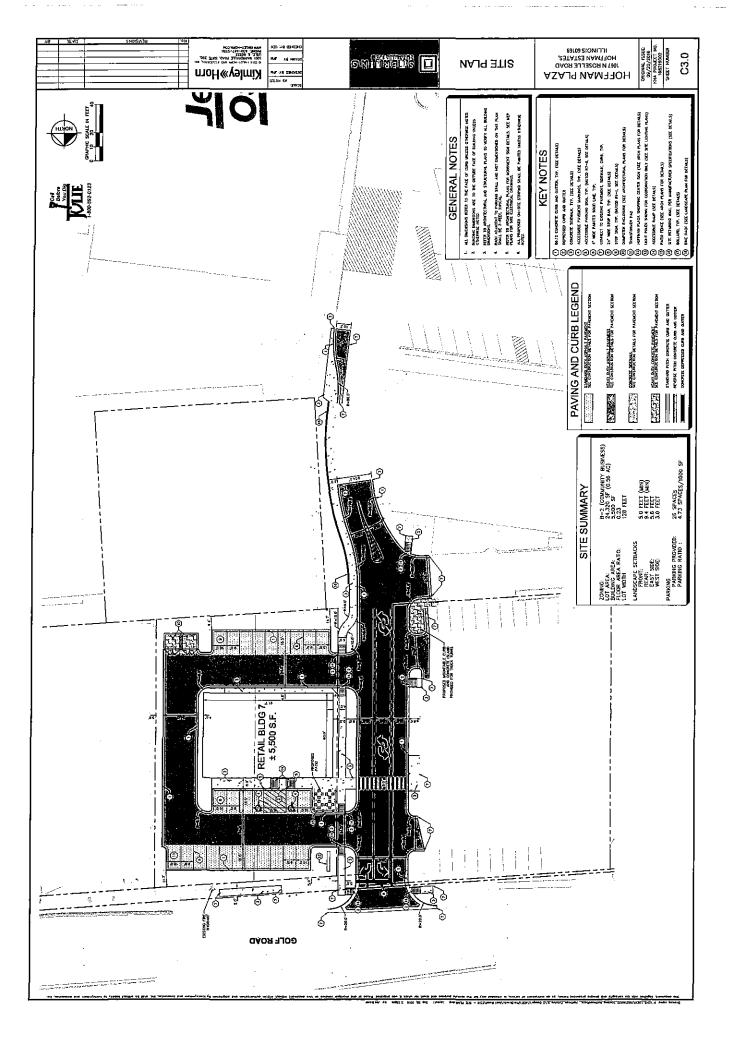
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### EXHIBIT "B"

### CONCEPT PLAN/ PRELIMINARY SITE PLAN



### EXHIBIT "C" ESCROW INSTRUCTIONS

- 1. Provided that Purchaser has delivered form W-9 to Escrow Agent, the Earnest Money shall be deposited by Escrow Agent into a segregated, interestbearing account, with a Federal Deposit Insurance Corporation (FDIC) insured financial institution reasonably acceptable to Purchaser, which account shall be insured by the FDIC, subject to applicable FDIC insurance limits. The Earnest Money shall be disbursed by Escrow Agent in accordance with the terms and provisions of this Agreement. As described in Section 16(K) of the Agreement, (x) if Purchaser achieves Completion of the Work on or prior to the Outside Completion Date, Purchaser shall be entitled to the Earnest Money, and (y) if Purchaser fails to achieve Completion of the Work on or prior to the Outside Completion Date, Seller shall be entitled to the Earnest Money. At such time as either party shall be entitled to the Earnest Money under the Agreement as aforesaid, such party may demand payment thereof from Escrow Agent in accordance with Paragraph 3 of this Exhibit C. Any demand for payment made by Purchaser hereunder shall be accompanied by the "certification of occupancy" and/or "certification of completion" described in Section 16(L) of the Agreement.
- The Escrow Agent, in accepting the Earnest Money, as escrow agent, is 2. acting only for the accommodation of the parties and in performing its duties, shall not be liable for (a) any loss, costs or damage which it may incur as a result of serving as escrow agent hereunder, except for any loss, costs or damage arising out of its willful misconduct or gross negligence, (b) any action taken or omitted to be taken in reliance upon any document, including any written instructions provided for in this Agreement, which the Escrow Agent shall in good faith believe to be genuine, (c) the form, execution, validity, value or genuineness of any document deposited hereunder, or for any description therein, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such document, and (d) any loss or impairment of the Earnest Money deposited with a federally insured financial institution, resulting from the failure, insolvency, or suspension of the depository. Purchaser and Seller hereby agree to indemnify and hold the Escrow Agent harmless against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be incurred by the Escrow Agent in connection with its serving as escrow agent hereunder, except for any loss, costs or damage arising out of Escrow Agent's willful misconduct or gross negligence. Purchaser and Seller hereby acknowledge that they are aware that the FDIC coverage applies only to a cumulative maximum amount for each individual depositor for all of depositor's accounts at the same or related institutions.
- 3. Within five (5) business days after the receipt by Escrow Agent of notice of any demand by either party (the "Requesting Party") claiming that it is entitled to

the Earnest Money, Escrow Agent shall send a copy of such Notice to the other party (the "Receiving Party") in accordance with Section 16D of the Agreement informing the Receiving Party of such claim. Escrow Agent shall take no action hereunder for a period of ten (10) business days following the date upon which Escrow Agent sends a copy of such Notice to the Receiving Party (the "Response Period"). If Escrow Agent shall receive written notice from the Receiving Party within the Response Period instructing Escrow Agent not to deliver the Earnest Money to the Requesting Party or to otherwise continue to hold the Earnest Money, or if for any reason there is any dispute or uncertainty concerning any action to be taken hereunder, or if any action, suit or proceeding is brought by either Purchaser or Seller with respect to the Earnest Money, then, in any such event, Escrow Agent shall either (i) take no action and continue to hold the Earnest Money until it has received joint written instructions signed by both Seller and Purchaser or until directed by a final, non-appealable order or judgment of a court of competent jurisdiction, whereupon Escrow Agent shall take such action in accordance with such instructions or such order or (ii) in the event litigation is commenced between Purchaser and Seller with respect to the Earnest Money, and with the approval of a court of competent jurisdiction, deposit the Earnest Money with such court or as directed by such court. Otherwise, and if no written notice is received by Escrow Agent from the Receiving Party within the Response Period, Escrow Agent may deliver the Earnest Money to or in accordance with instructions of the Requesting Party.

- 4. Nothing herein shall modify or otherwise affect the rights and obligations of Seller and Purchaser with respect to the Earnest Money as set forth in this Agreement. The provisions of this Exhibit shall survive termination of this Agreement.
- 5. The Escrow Agent may act in reliance upon any writing, instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statements or assertions contained therein, and may assume that any person signing such writing had been duly authorized to do so. The Escrow Agent may resign as holder of the escrow funds at any time with notice to the parties, and if necessary may petition a court to appoint a successor escrow holder.

### COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT:

Request by Rick E. Heidner d/b/a 2590 W. Golf, LLC for a Resolution supporting a Cook County Class 7C classification for property tax assessment purposes for the site located at the northeast corner of Golf Road and Barrington Road

**MEETING DATE:** 

October 9, 2017

COMMITTEE:

Planning, Building & Zoning

FROM:

Kevin Kramer VK

**REQUEST:** 

Request by Rick E. Heidner d/b/a 2590 W. Golf, LLC for a Resolution supporting a Cook County Class 7C classification for property tax assessment purposes for the site located at the northeast corner of Golf Road and Barrington Road.

**BACKGROUND:** 

The southeast corner of Golf and Barrington Roads was developed in the mid-2000s to the current Shell gas station site. Ever since that building was finished, the western portion of the convenience store has stood vacant while the gas station operated out of the eastern half. The site was redeveloped in 2005. Since then, the building has been partially vacant with the other half operating as a Shell gas station.

Rick Heidner bought the property in 2014, with the desire to rehabilitate the property into a revenue producing Ricky Rocket's gas station, convenience store, and retail store. He received site plan approval for his project this year but cannot start until a 7C designation is awarded due to the high property tax and development costs.

Class 7C designations are available in Cook County to encourage commercial property owners to reinvest and upgrade their existing buildings and sites. Under the program, real estate is eligible for a reduced level assessment for a 5 year period, with a potential 5 year renewal should the Village choose to support a requested extension. The assessment level is 10% market value for the first 3 years, 15% in year 4, and 20% in year 5. In year 6, it would return to the normal 25%.

Cook County requires a Resolution from municipalities stating that the incentive provided by the Class 7C is necessary for the development to occur and that the municipality supports and consents to the Class 7C application. The submittal must be filed with the Assessor prior to commencement work.

### **DISCUSSION:**

The owner of the corner would like to tear down the existing building and construct a new retail building for a gas station, convenience store, new car wash, and an extra space for another retail store, but due to the high property taxes in conjunction with the redevelopment costs, this project is not feasible without the 7C classification. This property is a gateway to the Village on a very busy intersection and it would improve the image of visitors if this site were improved.

### **FINANCIAL IMPACT:**

The Class 7C designation on this site should have minimal financial impact to the Village's budget due to the fact that the Village only receives about 11-12% of the property tax bill. Therefore, at this site, while half vacant, the Village currently receives about \$8,160 per year from this property. When the property is fully occupied, the Village receives around \$12,401. This number is expected to go with significant improvements to the property and tenants in the entire building. The owner plans to make substantial improvements to the property and fully occupy the building with a retail sales tax producing use that will also generate about 5 new full-time and 19 new part-time jobs in the community.

### RECOMMENDATION:

Approval of a request by Rick E. Heidner d/b/a 2590 W. Golf, LLC for a Resolution supporting a Cook County Class 7C classification for property tax assessment purposes for the site located at the northeast corner of Golf Road and Barrington Road.

### Attachments

cc: Michael Andre (Eugene Griffin & Associates, Ltd)

Rick Heidner (Heidner Property Management Company)

### RESOLUTION NO. \_ - 2017

### VILLAGE OF HOFFMAN ESTATES

### A RESOLUTION SUPPORTING A COOK COUNTY CLASS 7C CLASSIFICATION APPLICATION FOR PROPERTY TAX ASSESSMENT PURPOSES FOR THE SITE LOCATED AT THE NORTHEAST CORNER OF GOLF ROAD AND BARRINGTON ROAD

WHEREAS, the Cook County Real Property Assessment Classification Ordinance requires the Village's support and consent for an application for a 7C real estate classification under Sec. 74-63 (11); and

WHEREAS, Rick E. Heidner d/b/a 2590 W. Golf, LLC ("Owner"), proposes to redevelop, own, and lease space in the shopping center at the parcel on the northeast corner of the intersection of Golf Road and Barrington Road in the Village of Hoffman Estates, Cook County, Illinois (P.I.N. #07-07-300-047-0000) ("Property"); and

WHEREAS, the Village has deemed this retail corner, which has stood 50% vacant for over one (1) year as a redevelopment priority; and

WHEREAS, this corner is a gateway into the Village of Hoffman Estates ("Village") and it currently stands in a vacant and blighted state; and

WHEREAS, the redevelopment ("Project") will include an approximate 8,500 square foot, gas station, convenience store, car wash and retail store; and

WHEREAS, the Owner cannot make this financial commitment without a commitment of support from the Village for a Cook County 7C real estate classification; and

WHEREAS, the proposed development would result in additional economic and fiscal impacts for the Village of Hoffman Estates and Cook County of nearly \$5,000,000 in investment and five (5) new full-time jobs and nineteen (19) part-time jobs; and

WHEREAS, it is in the best interests of the Village and its residents to attract new and diverse businesses whom they can support and patronize, and consent to an application for a Cook County 7C real estate classification for the subject property.

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 of Hoffman Estates supports and consents to Owner's filing of a Class 7C Application with respect to the Property and finds Class 7C classification under the Cook County Real Estate Classification System necessary for redevelopment to occur on the Property.

<u>Section 2</u>: 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		<del></del>		
Trustee Anna Newell				
Frustee Gary J. Pilafas				
Trustee Gary G. Stanton				
Trustee Michael Gaeta				
Frustee Karen Arnet				
Mayor William D. McLeod				
APPROVED THIS D	AY OF	, 2017		
	_	Villaga Duas	ident	
		Village Pres	ident	
ATTEST:				
Village Clerk	<del></del>			

### EUGENE L. GRIFFIN & ASSOCIATES, LTD.

LAW OFFICES

29 NORTH WACKER DRIVE, SUITE 650 CHICAGO, ILLINOIS 60606-3215 (312) 855-5050

October 5, 2017

FACSIMILE
(312) 855-5048
WRITER'S DIRECT DIAL NUMBER
855-5013

Mr. Kevin Kramer Director of Economic Development Village of Hoffman Estates 1900 Hassell Road Hoffman Estates, Illinois 60169

Re:

Class 7(c) Property Tax Incentive

Rick E. Heidner d/b/a 2590 W. Golf, LLC 2590 W. Golf Road, Hoffman Estates Schaumburg Township – Volume 187

Perm No. 07-07-300-047

Dear Mr. Kramer,

On behalf of applicant, Rick E. Heidner d/b/a 2590 W. Golf, LLC, we are requesting the support of the Village of Hoffman Estates, the Cook County Bureau of Economic Development and the Cook County Assessor's Office in securing a Class 7c Property Tax Incentive for the above referenced property.

The Class 7c Incentive was initiated as part of the Cook County Real Property Assessment Classification Ordinance and is intended to encourage commercial projects which would not be economically feasible without assistance. This five year incentive applies to/in the following scenarios:

- 1. Newly constructed buildings, including land upon which they are situated;
- 2. The utilization of vacant structures abandoned for at least 12 months, including the land upon which they are situated;
- All buildings which are substantially rehabilitated to the extent such rehabilitation is added to their value, including qualified land related to the rehabilitation.

We are applying under the provision of newly constructed buildings, including the land upon which they are situated.

The subject property currently consists of a vacant former Shell gas station / convenience store. It was acquired by Rick E. Heidner d/b/a 2590 W. Golf, LLC in November of 2016. A statement of Rick Heidner's real estate experience is attached as Exhibit A. As the property is owned by an LLC, the members of the LLC and their ownership interests are attached as Exhibit B.

Currently, there are two improvements on the site that will be demolished: a convenience store containing approximately 3,450 square feet, and a detached car wash containing 1,310 square feet. The improvements are situated on a parcel of land containing approximately 60,106 square feet. The property is located at 2590 W. Golf Road in Hoffman Estates, Illinois, and is identified by Perm. No. 07-07-300-047. An aerial photograph and additional photographs of the property are attached as Exhibit C. A title survey of the existing improvements are attached as Exhibit D, and a recent appraisal of the subject property is attached as Exhibit E.

The site will be developed into a band new, state of the art, Ricky Rockets Fuel Center and Car Wash. The development will be designed to bring architectural appeal and commonly needed services to the surrounding area in a first class manner. The existing improvements will be demolished and a new 10,500 square foot Fuel Center and Car Wash will be constructed.

Website information from <a href="http://rickyrocketsfuelcenter.com">http://rickyrocketsfuelcenter.com</a> is attached as Exhibit F. Architectural renderings of the proposed new construction are attached as Exhibit G.

An estimated construction schedule is attached as Exhibit H with a construction commencement date as soon as the incentive can be approved by the Village and the Bureau of Economic Development. The Village has given zoning approval through the public hearing process at the regular meeting of the Board of Trustees on July 17, 2017. That documentation is attached as Exhibit I. All construction permits are pending and the architectural drawings are currently in for review with the Village.

The architect is Corporate Design and Development Group, 2675 Pratum Avenue, Hoffman Estates, Illinois 60192. The civil engineer is Manhard Consulting, Troy Paionk, P.E., Senior Project Manager, 700 Springer Drive, Lombard, Illinois, 60148. A general contractor has not been selected yet.

The projected development costs are estimated at \$4,900,000. Ownership expects 50 construction jobs to be created as a result of the development project. The projected completion date is May 1, 2018 with an opening on June 1, 2018. We further project at least 5 new full time jobs and 19 part time jobs once the project is complete. The store manager will have an annual salary of approximately \$60,000. Shift managers will earn between \$12.50 and \$15.00 per hour, and the remaining full time and part-time positions with earn between \$10.00 and \$12.00 per hour.

A real estate tax analysis is attached as Exhibit J. In the first four columns, the actual historical assessments for the last four years are noted to decline from \$330,581 in 2013 to \$225,000 in 2016. A five year prospective real estate tax analysis commencing in 2018, the year of construction completion, demonstrates the added real estate tax revenue resulting from the development with and without the incentive. With the incentive, the real estate taxes are projected at \$71,785 in 2018, and increasing to \$174,511 in the fifth and final year of the incentive. The initial assessment used in the real estate tax analysis is based on an estimated reproductive cost attached as Exhibit K.

The Class 7c Property Tax Incentive would materially assist in the new construction and redevelopment of the subject property. The incentive is a critical piece for the redevelopment project, and it will not proceed without a Village Resolution in support. Therefore, we are requesting support from the Village of Hoffman Estates, the Cook County Bureau of Economic Development and the Cook County Assessor for approval of the Class 7c Incentive.

Enclosed is the Cook County Assessor Class 7c Eligibility application along with the Exhibits described above. We have also submitted the \$2,500 filing fee for the Cook County Bureau of Economic Development via check number 48809, and the \$500 filing fee for the Cook County Assessor via check number 48810.

Thank you for your assistance in this matter. If you should require further information, please do not hesitate to contact us.

Very truly yours,

EUGENE L. GRIFFIN & ASSOCIATES, LTD.

Michael B. Andre

**Enclosures** 

### **COOK COUNTY ASSESSOR** JOSEPH BERRIOS



COOK COUNTY ASSESSOR'S OFFICE 118 NORTH CLARK STREET, CHICAGO, IL 60602 PHONE: 312.443.7550 FAX: 312.603.6584 WWW.COOKCOUNTYASSESSOR.COM

### CLASS 7C **ELIGIBILITY APPLICATION**

	CONTROL NUMBER			
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		,		

Carefully review the Class 7c Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This

application, a filing fe	ee of \$500.00, and supporting d			follows:
	ist be filed <b>PRIOR TO</b> the Substantial Rehabilitation Accoperty.			
Applicant Information				
	Heidner d/b/a 2590 W. Go			
Address: Heidne	er Property Management	Company, Inc	., 5277 Trill	ium Boulevard
City: Hoffman I	Estates	State: IL	Zip Code:	60192
Contact Person (if dif	ferent than the Applicant)			
Name: Michael	B. Andre			
Company: Euge	ne L. Griffin & Associates	s, Ltd.		
Address: 29 N. V	Vacker Drive, Suite 650			
City: Chicago		State: IL	Zip Code:	60606
Email: mandre	@griffinlaw.com	Telephor	ie: ( 312 )	855-5013
Property Description (	per PIN)			
If you are applying an attachment.	for more than three different Pl	Ns, please submi	the additiona	l PIN information in
Street Address:	(1) 2590 W. Golf Road			
	Permanent Real Estate Index	Number: 07-07	7-300-047	
	(2)			
	Permanent Real Estate Index			
	(3)			·
	Permanent Real Estate Index			
City: Hoffman Es	states	State: IL	Zip Code:	60169
Township: Schaur	nburg	Existing Class:	5-23	

### Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest. \*See Attached

### Property Use

General Description of Proposed Property Usage: Ricky Rockets Fuel Center / Car Wash

### \*See Attached

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Attach copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

### Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- [X] New Construction (Read and Complete Section A)
- [ ] Substantial Rehabilitation (Read and Complete Section A)
  Incentive only applied to the market value attributable to the rehabilitation
- [ ] Occupation of Abandoned Property (Read and Complete Section B)

### <u>SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)</u>

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction commencement (excluding demolition if any):		October 1, 2017	
E	stimated date of construction completion:	May 1, 2018	
T	otal redevelopment cost, excluding land:	\$4,900,000	
Attacl	n copies of the following:		
<u>x</u>	Construction Documentation:  X Architectural Plans  Description of Improvement to be demolished or reoccupied		
	X Development Schedule Permits Not issued yet		
<u>x</u>	Financial Documentation  Income Tax Statements (last three years)  X Recent Appraisal (for Substantial Rehabilitation projects)  Agreements with any taxing district for sharing profits		
<u>X</u> ]	Identification of Persons Having an Interest in the Property		

### SECTION B (VACANT/ABANDONED PROPERTY)

### Application must be made to Assessor prior to reoccupation

If the proposed development consists of the re-occupancy of abandoned property (property must be twelve months or more vacant), provide the following information:

1.	Vacancy Information:
	a. How long has the property been vacant?
	b. When and by whom was the subject property last occupied and used?
2.	Attach copies of the following documents:
	Sworn statements from persons having personal knowledge attesting to the fact and duration of vacancy and abandonment
	Records (such as statements of utility companies), indicating that the property has been vacant and unused and the duration of such vacancy
	Records indicating that the property was marketed for 6 continuous months
	Income Tax Statements (last three years)
3.	If a sale has taken place:
	Estimated date of reoccupation:
	Date of purchase:
	Name of purchaser:
	Name of seller:
	Relationship of purchaser to seller:
	Attach copies of the following documents:
	<ul><li>(a) sale contract</li><li>(b) recorded deed</li><li>(c) assignment of beneficial interest</li><li>(d) real estate transfer declaration</li></ul>

EMPLOYMENT OPPORTUNITI	<u>ES</u>
How many construction jobs will	be created as a result of this development? 50
How many permanent full-time and Full-time: 32	d part-time employees do you currently employ in Cook County?  Part-time: 12
How many new permanent full-ti	me jobs will be created as a result of this proposed development?
How many new permanent part-t	ime jobs will be created as a result of this proposed development?
LOCAL APPROVAL	
(or the County Board, if the rec Application. The ordinance or consents to this Class 7C Appli on the subject property. If a res the municipality or the County supporting the incentive has be date, the municipality or the ordinance, the applicant will to construction has begun. In all	or ordinance from the municipality in which the real estate is located at estate is located in an unincorporated area) should accompany this resolution must expressly state that the municipality supports and eation and that it finds Class 7C necessary for development to occur olution is unavailable at the time the application is filed, a letter from Board, as the case may be, stating that a resolution or ordinance en requested may be filed with this application instead. If, at a later County Board denies the applicant's request for a resolution or be deemed ineligible for the Class 7C incentive, whether or not circumstances, the resolution must be submitted by the time the peal" requesting the Class Change be applied to the property.
Application and in the attachments	ave read this Application and that the statements set forth in this hereto are true and correct, except as those matters stated to be on the matters the undersigned certifies that he/she believes the same to
Rick E. Heidner	Owner

\*Note: If this to the property is held in trust or by a corporation or a partnership, this Class 7C Eligibility Application must be signed by a beneficiary, officer or general partner.

Print Name

### REVOCATION OR CANCELLATION AGREEMENT

In return for receiving the Class 7c incentive classification for the subject property, the undersigned owner(s) hereby stipulates and agrees that in the event of a voluntary cancellation of the Incentive or upon revocation, that the undersigned shall be personally liable for and shall reimburse to the County Collector an amount equal to the difference, if any, in the amount of taxes that would have been collected had the subject property been assessed without the Class 7c classification and the amount of taxes actually billed and collected upon the subject property for the tax year in which the incentive was revoked or cancelled during which the property was being assessed with the Class 7c classification. Failure of the undersigned to make such a reimbursement to the County Collector shall not constitute a lien upon the subject property but shall constitute an in personam liability, which may be enforced against the owners. Further, the undersigned certifies that he/she has read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as to those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she has received and reviewed a copy of the COOK COUNTY LIVING WAGE ORDINANCE.

	•	
I the undersigned, hereby agree to b	be bound by the terms of the revocation o	t
cancellation/agreement.	A	
XI MYCINII	8-17-17	
Signature VV	Date	
Rick E. Heldner	Owner	
Print Name	Title	

\*Note: If title to the property is held in trust or by a corporation or a partnership, this Class 7c Eligibility Application must be signed by the beneficiary, officer and/or general partner.

Revised 12/08/14

G001

EXHIBIT S

UDJS: AL SURCONTRACTORS AND THE OCNETAL CONTRACTOR DELNER TO THE OWNER, A COMPLETE RELEASE OF ALL CLAMS ANISHO OUT OF THIS CONTRACT.

ENERAL BUILDING INFORMATION THE STREET OF TH CONSTRUCTION TYPE: NUMBER OF STORIES. BUILDING AREA:

STATEMENT OF COMPLIANCE

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SCOPE OF WORK

DRAWING INDEX A002 A003 A004 A004 A004

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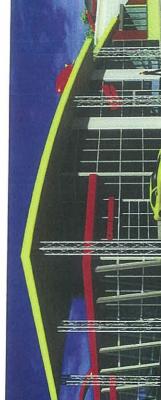
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GENERAL NOTES



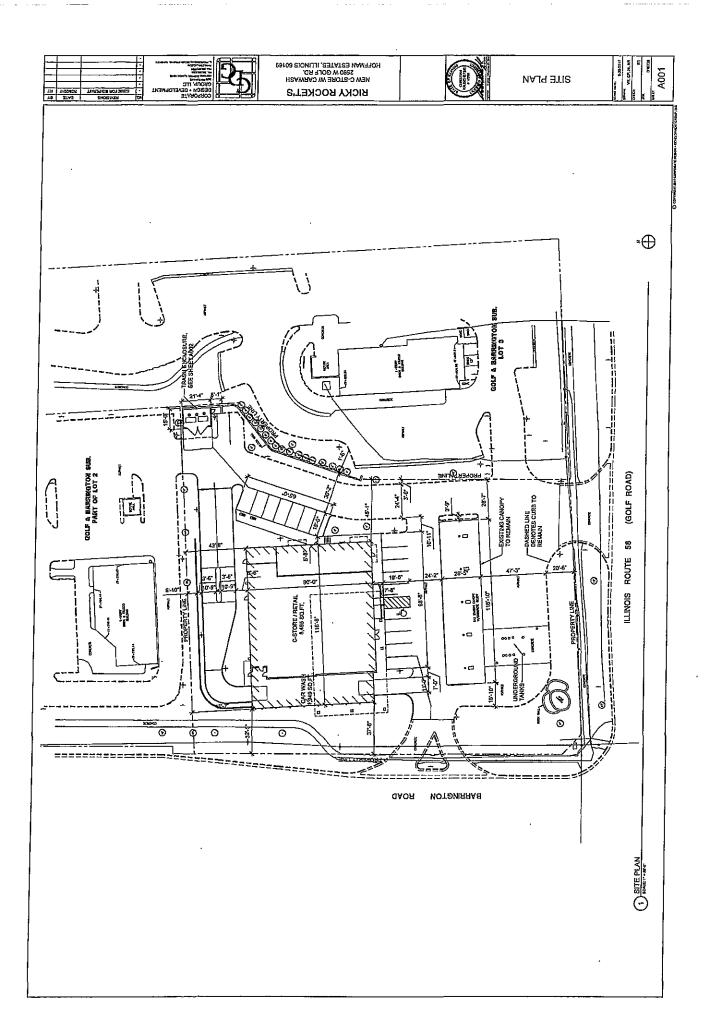




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### COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT: Request by Peter Lineal of Plum Grove Printers for a Resolution

supporting a Cook County Class 6B Sustainable Emergency Relief (SER) classification for property tax assessment purposes

for the site located at the 2160 Stonington Avenue

MEETING DATE: October 9, 2017

COMMITTEE: Planning, Building & Zoning

FROM: Kevin Kramer K

REQUEST: Request by Peter Lineal of Plum Grove Printers for a Resolution

supporting a Cook County Class 6B Sustainable Emergency Relief (SER) classification for property tax assessment purposes for the

site located at the 2160 Stonington Avenue.

Plum Grove Printers was founded in 1980 by Peter Lineal and has blossomed over the past 35 years into a community and industry printing leader. With a staff of over 25 and a diverse range of marketing and printing services, Plum Grove offers smart effective business solutions. Plum Grove is 100% locally owned and

business solutions. Plum Grove is 100% locally owned and operated and has been in Cook County since the beginning and most of the employees have worked in the Hoffman Estates location

helping.

In April 2017, the business asked for Village support for their Class 6B application to Cook County. Upon applying, Cook County staff recommended they also apply for a Class 6B Sustainable Emergency Relief (SER) incentive to get the full benefits on their existing facility and the planned new construction. The 6B SER program was recently implemented by the County in response to industrial businesses who have stayed in Cook County more than 10 years and are looking to expand but need financial help to do so. This program provides the same benefits as the 6B, whereby real estate is eligible for a reduced level assessment for a 12 year period. The assessment level is 10% market value for the first 10 years, 15% in year 11, and 20% in year 12. In year 13, it would return to the normal 25%. However, the 6B SER only applies to the existing improvements on the property whereas the regular 6B applies to new construction or improvements.

Cook County requires a Resolution from municipalities stating that the incentive provided by the Class 6B SER is necessary for reinvestment to occur and that the municipality supports and consents to the Class 6B SER application. The submittal must be filed with the Assessor prior to commencement of work.

### DISCUSSION:

The owner would like to stay and expand their business in Hoffman Estates, but due to the high property taxes in conjunction with the expansion and fire sprinkler retrofit costs, this project is not feasible without the 6B and 6B SER classifications. The 6B classification would apply to any new improvements built, while the 6B SER would apply to the existing building to give the property tax reduction on the entire property for 12 years.

The owner has indicated that their expansion and subsequent hiring is contingent on the successful attainment of a 6B SER for the property. Since their plans are contingent upon the 6B SER, no site plan is ready for approval as they will expend the time and money once they know all contingencies have been met. Their timeline for expansion include two phases, with phase one adding manufacturing and warehouse space and phase two adding office space.

### **FINANCIAL IMPACT:**

The Class 6B and 6B SER designations on this site should have minimal financial impact to the Village's budget due to the fact that the Village only receives about 11-12% of the property tax bill. Therefore, on a site such as this, the Village currently receives about \$5,000 per year from this property. The owner plans to make substantial improvements to the property, including adding new office and warehouse space which should increase the property value and generate new jobs in the community which has its own ancillary financial benefits from employee spending patterns.

### **RECOMMENDATION:**

Approve of a request by Peter Lineal of Plum Grove Printers for a Resolution supporting a Cook County Class 6B Sustainable Emergency Relief (SER) classification for property tax assessment purposes for the site located at the 2160 Stonington Avenue.

### Attachments

cc: Jim Noon (Tradeshows & Displays)
Peter Lineal (Plum Grove Printers)

### RESOLUTION NO. \_\_\_\_\_ - 2017

### VILLAGE OF HOFFMAN ESTATES

### A RESOLUTION SUPPORTING A COOK COUNTY CLASS 6B SUSTAINABLE EMERGENCY RELIEF (SER) CLASSIFICATION APPLICATION FOR PROPERTY TAX ASSESSMENT PURPOSES FOR THE SITE LOCATED AT 2160 STONINGTON AVENUE

WHEREAS, the Cook County Real Property Assessment Classification Ordinance requires the Village's support and consent for an application for a 6B Sustainable Emergency Relief (SER) real estate classification under Section 74-63 (11); and

WHEREAS, Peter Lineal of Plum Grove Printers ("Owner"), proposes to redevelop, own, and continue operating a printing and marketing business at the parcel located at 2160 Stonington Avenue in the Village of Hoffman Estates, Cook County, Illinois (P.I.N. #07-06-102-013-0000) ("Property"); and

WHEREAS, the Village recognizes the industrial park bounded by Interstate 90 to the north, the East Branch of Poplar Creek to the east, Hassell Road to the south, and Barrington Road to the west, is an aging park with buildings in need of rehabilitation before viable occupancy or business growth can occur; and

WHEREAS, Plum Grove Printers has been operating in Cook County for more than 25 years and in Hoffman Estates for more than 10 years; and

WHEREAS, the redevelopment ("Project") will include an approximate 10,000-15,000 square foot addition for production and office use with associated parking and a remodel of the existing space including a new fire suppression system; and

WHEREAS, the Owner cannot continue operations at its current location and maintain its staff, and that without such designation the enterprise would not be economically viable since expansion is needed, causing the property to be imminent risk of becoming vacant and unused; and

WHEREAS, the Owner cannot make this financial commitment without a commitment of support from the Village for a Cook County 6B SER real estate classification; and

WHEREAS, the proposed development would result in additional economic and fiscal impacts for the Village of Hoffman Estates and Cook County; and

WHEREAS, it is in the best interests of the Village of Hoffman Estates and its residents to retain and assist existing businesses to grow in place, and consent to an application for a Cook County 6B SER real estate classification for the subject property.

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 of Hoffman Estates supports and consents to Owner's filing of a Class 6B SER Application with respect to the Property and finds the 6B SER classification under the Cook County Real Estate Classification System necessary for redevelopment to occur on the Property.

Section 2: 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	• <del></del>			
Trustee Michael Gaeta				
Trustee Karen Arnet				
Mayor William D. McLeod				
APPROVED THIS DA	AY OF	, 2017		
		1711 - D		
		Village Pro	esident	
ATTEST:				
Village Clerk				

### COOK COUNTY ASSESSOR JOSEPH BERRIOS



COOK COUNTY ASSESSOR'S OFFICE

118 NORTH CLARK STREET, CHICAGO, IL 60602

PHONE: 312.443.7550 FAX: 312.603.6584

WWW.COOKCOUNTYASSESSOR.COM

### CLASS 6B SUSTAINABLE EMERGENCY RELIEF (SER) ELIGIBILITY APPLICATION

(This form will ONLY be utilized for applicants who specifically elect for SER)

This Incentive is Not Renewable and applications will not be taken after November 30, 2018.

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department, (312) 603-7529. This application, a filing fee of \$500.00, and supporting documentation (except drawings and surveys) must be filed as follows:

	<u>TINFORMATION</u>
Name: 12	fer Live of Telephone: (1947) 230 - 8520
Address: P	lun Grove Printers 2/60 Stoning ton Ara.
City: Ho	the Live of Telephone: (PY7) 230 - 8520 War Grove Printers 2160 Staning for Ava. From Estates State: It Zip Code: 60169
Contact Pers	son (if different than the Applicant)
Name:	im Doering
Company: _/	Flum Grove A. whos Telephone: (847) 230-85-21
Address: 2	160 Stonington Ac.
City:	160 Stonington Are. Hoffman Foldes State: IL Zip Code: 60169
Email Addre	ss: Kind O plungroseprinters.com
PROPERTY	DESCRIPTION (PER PIN)
	plying for more than three different PINs, please submit the additional PIN information in an
ttachment.	paying for more than 1000 direction, 1 110, product decimal are total total 211. Blottamen in an
Street addres	s: (1) 2160 Stonington Ave., Hofman Fatates, In 60169
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	Permanent Real Estate Index Number: 07-06-/02-013-0000
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### PROPERTY INFORMATION

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

### IDENTIFICATION OF PERSONS HAVING AN INTEREST IN THE PROPERTY

Attach a complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

### INDUSTRIAL USE

Attach a detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

Include copies of materials, which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

### **OCCUPANCY REQUIREMENTS**

Industrial enterprise must have occupied the premises at the same location for a minimum of ten (10) consecutive years prior to the date of application.

How many years has industrial enterprise occupied the premises?

### ECONOMIC HARDSHIP VERIFICATION

Applicant must attach financial analysis (including tax returns for Federal/State/Local) and letter demonstrating economic hardship.

### NO CURRENT COOK COUNTY PROPERTY INCENTIVE

Applicant verifies that they are not receiving another Cook County property tax incentive for the same

property.
Is Applicant receiving another Cook County property tax incentive for this property?  YES [] NO be have applied for a veceived tent tive approval for a conventional GB property tex incentive. It will only become active if t when funding becomes available for Any sical expansion at one present location.  SUBSTANTIAL OCCUPANCY VERIFICATION
<ul> <li>Industrial enterprise must occupy a minimum 51% of premises.</li> <li>What percentage of industrial enterprise is occupied?</li></ul>
EMPLOYMENT INFORMATION
How many permanent full-time and part-time employees do you now employ in Cook County?  Full-time:

Full-time:	2 4 Part-time	e: <u>5</u>
How many permanent for	all-time and part-time	employees do you now employ at this site?
Full-time:	24 Part-time	: <u>5</u>

### LOCAL AND COOK COUNTY BOARD APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application.

The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B SER Application and that it finds that Special Circumstances makes the Incentive necessary for the industrial enterprise to continue operations at its current location and maintain its staff, and that without such designation the enterprise would not be economically viable causing the property to be imminent risk of becoming vacant and unused. If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead.

A certified copy of a resolution or ordinance from the County Board validating the municipal finding of special circumstances must be obtained by the Applicant. A letter from the County Board confirming that this resolution has been requested needs to be submitted to the Assessor's Office.

If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B SER incentive. In all circumstances, both resolutions must be submitted by the time the applicant files an "Incentive Appeal".

### TERMINATION OF CLASS 6B SER

If the business ceases operation a Cease Operation Form must be submitted within 30 days of the end of operations. In addition, the Class 6B designation under SER may be terminated by the Assessor immediately under any of the following circumstances:

- D Failure to file the required annual affidavit prior to the filing deadline;
- Failure to maintain the property in substantial compliance with all applicable local building, safety, and health codes and requirements;
- □ Failure to comply with the Class 6B requirements of substantial occupancy

In return for receiving the incentive classification for the subject property, the undersigned owner(s) hereby stipulates and agrees that in the event of a termination, that the undersigned shall be personally liable for and shall reimburse to the County Collector an amount equal to the difference, if any, in the amount of taxes that would have been collected had the subject property been assessed without the incentive classification and the amount of taxes actually billed and collected upon the subject property for the tax year in which the incentive was revoked or cancelled during which the property was being assessed with the incentive classification, Failure of the undersigned to make such a reimbursement to the County Collector shall not constitute a lien upon the subject property but shall constitute an in personam liability, which may be enforced against the owners. If necessary, a Repayment Plan agreement could be established.

Subscribed and sworn before me this 18 day of Septenbergo 17

Mauren DA

Signature of Notary Public

"OFFICIAL SEAL"
MAUREEN DOTE
Notary Public - State of Illinois
dy Commission Expires December 07, 2018

### INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

is:	kinderly Doering as agent for the applicant set forth below, who seeking a classification incentive as referenced below, I do hereby state under oath as follows:				
1.	As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.				
2.	The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal (circle as appropriate) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec.74-60 et seq., as amended:				
	Class 6B Class 8 (Industrial property) Class 9				
3.	I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (the "Ordinance"), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (check as appropriate):				
	Applicant is currently paying a living wage to its employees, as defined in the Ordinance.				
	OR				
	Applicant is not required to pay a living wage, pursuant to the Ordinance.				
Further affiant sayeth not.  Kimberly Doesing, Pres. dent  Agent's Signature  Plan Grove Property  Agent's Name & Title  2169 Manine to Av Hoffmy Editor IL 847 - 230 - 85-21					
Agent's Mailing Address  Peter Lineal  Applicant's Name  Applicant's Mailing Address  Applicant's Mailing Address  Applicant's Mailing Address  Applicant's Mailing Address  Applicant's Mailing Address					
Applicant's Name  Applicant's Mailing Address  Applicant's Mailing Address  Applicant's e-mail address  Applicant's e-mail address					
Subscribed and sworn before me this and day of Suplember, 20 17  Signature of Notary Public					
	OFFICIAL SEAL  ABBEY M MESNARD  NOTARY PUBLIC - STATE OF ILLINOIS  MY COMMISSION EXPIRES:05/25/19				

### EXHIBIT A (Please type or Print)

PIN(s)	Common Address
07-06-102-013-0000	260 Stoning tow Ave. Hoffner Estates In 60169
	Hotnew Fisher In 60169

Page 6 of 6



Printing, Marketing & Promotional Products with Powerful Execution

October 6, 2017

Cook County Assessors Office Development Incentives Department 118 North Clark Street Room 301 Chicago, IL 60602

Attn: Incentives Department

RE: Economic Hardship Verification

Plum Grove Printers was founded in 1980 by Peter Lineal and has blossomed over the past 35 years into a community and industry printing leader. Now with a staff of over 25 and a diverse range of marketing and printing services, Plum Grove offers smart effective, business solutions.

We are a unique and special place, and 100% locally owned and operated. We are proud of the fact that we have been in Cook County since our inception and most of our team has worked together for decades in our Hoffman Estates location helping our clients to achieve their successes.

As many companies, we experienced a significant downturn in our business during the Great Recession of 2007. In spite of the hardship, we maintained full employment, albeit, in some cases with reduced hours and operating at a significant loss. We owner self-financed through those difficult years of recovery while still maintaining our long history of working with local charities and non-profits, giving discounts to eligible programs that improve our communities. Again in 2016, significant client setbacks caused us to reduce employment hours, but we still maintained our full employee count.

For the last ten years, we've worked hard to reinvest in the business, add product lines, maintain employment, improve our competitiveness and recover our financial health. It has been a struggle. To continue to grow profitably in our present location in Cook County, the Class 6B SER Incentive is needed. The 6B SER will give us the chance to maintain employment, recover and grow our business in the present location. Once we achieve a more profitable standing, we will look to expand at our present location. Financial documentation has been provided separately with the application.

Please let us know if you have questions or need additional information. I can be reached at 847-230-8520 or peterl@plumgroveprinters.com.

Thank you for your consideration.

Owner/Founder Plum Grove Printers

Peter Linear

### **Eligibility Application**

### Company Background and History

### Company:

Plum Grove Printers 2160 Stonington Ave. Hoffman Estates, IL 60169 847-882-4020 www.plumgroveprinters.com

### Principal and Primary Contact:

Peter Lineal
CEO
2160 Stonington Ave.
Hoffman Estates, IL 60169
847-882-4020 X520
peterl@plumgroveprinters.com

### Additional Contact:

Kim Doering
President/COO
2160 Stonington Ave.
Hoffman Estates, IL 60169
847-882-4020 X521
kimd@plumgroveprinters.com

### **Business History and Background**

Plum Grove Printers was founded in 1980 by Peter Lineal and has blossomed over the past 35 years into a community and industry printing leader. Now with a staff of over 25 and a diverse range of marketing and printing services, Plum Grove offers smart effective business solutions. We are printing, marketing and promotional products with powerful execution but our real goal as a service provider is to help clients grow their businesses -- profitably.

Plum Grove is a unique and special place, and we are 100% locally owned and operated. We are proud of the fact that we have been in Cook County since our inception and most of our team has worked together for decades in our Hoffman Estates location helping our clients to achieve their successes.

Plum Grove has a long history of working with local charities and non-profits, giving discounts to eligible programs that improve our communities. We also have been an industry leader in implementing environmentally friendly manufacturing practices. Plum Grove's Green Friendly printing program has received the highest environmental award from the state of Illinois, and has served as a template of sustainable manufacturing for other printers nation-wide.

Additional information about our company can be found in Appendix I.

### Eligibility Application

### **Business Plan**

Over the last 35 years, Plum Grove Printers has established itself as a preeminent print and marketing services provider in Hoffman Estate and Cook County. In order to continue to grow and to become more efficient, we must expand our manufacturing and business facility. New technologies such as web-to-print portals, advanced printing equipment and greater needs for computing equipment will require upgrades to our current facility as well as an enhanced manufacturing facility. Over the last 24 months, we have invested extensively in upgrading our offices, adding additional computing power with more internet bandwidth and enhancements to our phone systems and Management Information Systems in anticipation of growth.

Wide format printing which was added in 2012, has steadily increased in volume and additional space is required to handle new print production equipment and flat space for assembly. In 2014, we purchased another company that manufactures tradeshow displays and relocated their equipment and personnel to our existing facility. The expansion will allow us to more efficiently assemble, setup and proof displays before they are shipped out to trade shows throughout the US.

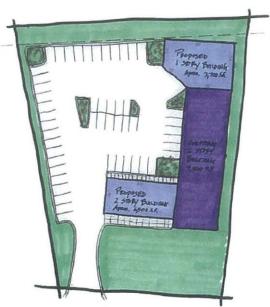
Our plans are to grow over the next 3 to 5 years by effectively doubling the size of our company and facility. This will add 15 to 25 construction jobs during the two 18 to 24 month construction phases. We expect our sales to nearly double over that time frame and we will add 2 to 3 new full time employees per year. Our facility footprint will increase by 100% with a combination of manufacturing and office space.

Construction will be phased in over 4 years with the manufacturing portion being completed in 2017 to 2018 and office construction completed in 2019 to 2020.

To continue to grow profitably in our present location in Cook County, the Class 7C Incentive is needed. Construction costs are significant and expected to be \$960,000 to \$1,440,000 depending on the final configuration of the facilities. We will add 10,000 to 15,175 square feet of new manufacturing and office space. Without this tax incentive to complete our expansion in Hoffman Estates and Cook County, the project would not be financially viable based on cash flow and value after completion. This would necessitate expanding our search for suitable property in Will and Kane counties which is not our preference.

# **Eligibility Application**





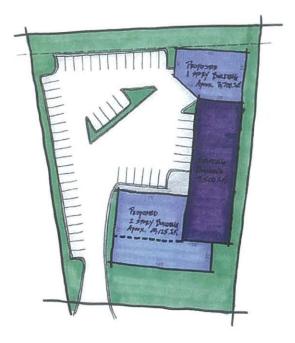
#### Scheme 'A'

existing building sq.ft. = 9,500 proposed new building sq.ft. = 10,100 total proposed building sq.ft. = 19,600

existing parking spaces = 31 proposed new parking spaces = 20 total proposed parking spaces = 51

# **Eligibility Application**





#### Scheme 'B'

existing building sq.ft. = 9,500 proposed new building sq.ft. = 15,175 total proposed building sq.ft. = 24,675

existing parking spaces = 31 proposed new parking spaces = 22 total proposed parking spaces = 53

- ---



# 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

October 9, 2017

#### PLANNING AND ZONING COMMISSION MEETINGS

#### September 20, 2017 Meeting

Cabela's/Holiday Inn Express – Resubdivision Plat to create new outlot and site plan for a new hotel.
 APPROVED

#### October 4, 2017 Meeting

o Cancelled due to lack of agenda items.

#### October 18, 2017 Meeting

o Cancelled due to lack of agenda items.

#### November 1, 2017 Meeting

o 1230 Hunters Ridge West - Corner Fence Variation

#### **CURRENT ACTIVE PROJECT REVIEWS**

- Level 10, 2495 Pembroke Site plan amendment for parking lot expansion
- Buona Beef, Barrington Square Town Center -- Site Plan for new building located further west on the property
- Stonegate Tollway Billboards, Pembroke Special use extension
- Devonshire Woods Site plan approval for new individual home and plat of consolidation on Lots 25 & 26
- 2354 2360 Hassell Rd. Offices Site plan amendment for retail uses sidewalks, landscaping and other site changes
- 2061 N. Barrington Road (former bank) Site plan amendment for Jimmy John's with drive thru
- 635 Lakeview Plat of consolidation for demolition of existing home and building 2 new homes
- Dunkin' Donuts/Baskin Robbins, Huntington Plaza Final Plat of Subdivision & Site Plan for new out lot building
- 2250 N. Barrington Road, IHOP Site Plan review for parking lot, walkway and ADA changes
- Huntington 90 Plat of dedication and site plan for Eagle Way extension

#### POTENTIAL UPCOMING PROJECTS

- Ace Hardware, Golf/Higgins Rds. Site plan amendment for outside storage
- Former Clark Gas Station and Car Wash, Golf/Barrington Site plan for redevelopment with retail building
- 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
- The Assembly, 2570 Hassell Rd Master Sign Plan for new ground sign including LED message center
- 1680 Heron Way Site plan approval for new individual home in Yorkshire Woods Subdivision
- McDonalds, 2580 W Golf Road Site plan amendment for façade and exterior site changes
- 2200 Stonington Ave Special use for personal training/fitness center
- Orange Theory (currently Heroic Fitness), 2626 N. Sutton Road Special use for ownership and business change

#### GENERAL ACTIVITIES

- The Planning Division processed 1 FOIA during September.
- Peter Gugliotta and Dan Ritter attended the American Planning Association Illinois State Conference in Naperville from September 13-15.

Site Plan Review Process		September	.3	rd Quarter	Year to Date					
Number of administrative site plan cases completed	1	50% completed	3	75% completed	9	53% completed				
Number of PZC site plan cases completed	1	administratively	1	administratively	8	administratively				
Annual goal is to complete at least 65% of site plan ca	Annual goal is to complete at least 65% of site plan cases through administrative review process									

Site Plan Review Timing		September	.3	rd Quarter	1	Year to Date	
Number of cases processed within 105 days	2	100% completed within 105 days	4	100% completed within 105 days	17	100% completed within 105 days	
Annual goal is to complete 100% of cases within 105 days							

Coordinating Planning & Code Efforts	September	3rd Quarter	Year to Date	Year Target
Number of staff coordination meetings held	4	13	38	48

Economic Development Information Items	September	3rd Quarter	Year to Date	Year Target
Number of visithoffman.com listings updated	1	6	17	100% updated within
				5 days
Average number of Village signs in rotation on	2	2	2	100% of time at least
electronic Tollway sign				2 signs in rotation
New digital signs produced for Tollway sign	1	2	5	6

#### COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

- Staff met with representatives of CMAP, Cook County, and other CDBG communities to prepare for the process of complying with HUD's new rules regarding Fair Housing. A draft agreement to utilize CMAP as a contractor to produce an Assessment of Fair Housing (AFH) has been reviewed by the Village's Legal Counsel. An intergovernmental agreement to use CMAP as a contractor for this work would be brought before the PBZ Committee for approval, possibly in November 2017.
- Staff continues to coordinate with representatives of the CAC, Arlington Heights, Mount Prospect, Palatine, Schaumburg and Cook County towards the Joint CAC Project. Draft scopes of work are being reviewed. Construction is planned to begin in spring or summer of 2018.
- CDBG-funded street reconstruction projects are complete at Crescent Court and Cardigan Lane. CDBG draw-downs are being prepared to reimburse the Village for these street projects in their entirety.
- The 2016 CDBG Program Year drew to a close on September 30, 2017. HUD is in the process of reviewing the Village's Draft Annual Action Plan, submitted in August, which will guide the 2017 Program Year activities.

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

CDBG Expenditures and Reporting Ratio	September	4th Quarter*	Year to Date	Current Reporting Ratio					
	\$2,509.37	\$2,509.37	\$310,122.13	1.23					
"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	September	4th Quarter*	Year to Date	Year Target
Rehabilitation Projects completed	0	0	2	5
Housing & related issues education pieces released	0	0	5	5

<sup>\*</sup>The 4th quarter of the CDBG Program Year runs from July 1 through September 31, 2017.



# 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

#### October 2017

#### **GENERAL ACTIVITIES**

- On September 6 & 7, 2017, David Banaszynski attended the IEHA South Chapter conference in Marion.
- On September 12, 2017, Tim Meyer attended an Illinois Fire Inspectors Association seminar on Solar Plan Reviews in Addison.
- On September 13, 2017, Peter Gugliotta attended an American Planning Association seminar on Strategies for Fighting Blight.
- On September 13, 2017, Ray Norton, David Banaszynski, Anthony Knuth, Alex Zaborowski & John Cumpek attended the IACE quarterly training session on Proper Review & Inspection of New & Existing Decks & 2015 IBC Mixed Occupancies in Elgin.
- On September 14, 2017, David Banaszynski attended the State Board of Health meeting in Chicago.
- On September 22, 2017, David Banaszynski attended a potable water seminar in Oswego.
- On September 28, 2017, Tim Meyer went on a SBOC field trip to Dukane Pre-Cast Manufacturing Facility & Precast Concrete 101 Education in Aurora.
- On September 28, 2017, Kerin Browne attended a meeting for the demonstration of the software for the Village's document management & digitization project.
- Code Enforcement processed a total of 41 Freedom of Information Act requests related to building and code issues during the month of September.
- Currently there are 32 new single family homes under various stages of construction which is keeping the Code Division's inspection workload at a high level.
- The Code Division and front counter staff issued 470 permits during September, which is by far the highest single month permit total in at least 7 years - this spike was primarily due to a large number of roof/siding permits issued as a result of severe weather this past summer.
- Building permit revenue for the year is trending slightly above budget projects.
- Code staff has been working extensively with the owners of Hoffman Plaza to ensure they are able to meet their target opening date for the new Burlington Store in the second week of October.

#### RENTAL HOUSING LICENSE AND INSPECTION PROGRAM

- There are currently 2,201 rental properties registered (including a few who have not yet renewed and are in the court process).
- The process is underway to fill the vacancy in the Rental Program manager position, which is critical to the ongoing success of this program and will also help with non-rental property maintenance code enforcement efforts.
- Staff continues to pursue registration of new rental properties recently through property maintenance complaints, water billing account changes, and other means as time permits.
- Staff is working with Finance and Legal on improvements to the coordinated process for collecting monies owed from rental property owners.

#### 2017 Construction Inspections

				2011	00.100.								
Inspection	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	0ct	Nov	Dec	YTD
Structural	70	78	111	87	76	93	92	92	78	0	0	0	777
Electrical	25	40	35	37	42	41	33	38	30	0	0	0	321
Plumbing	61	66	154	67	67	80	54	55	59	0	0	0	663
Mechanical	26	38	45	27	36	29	20	13	20	0	0	0	254
Other	46	153	99	59	60	77	83	91	59	0	0	0	727
Fence	6	25	34	15	<b>1</b> 8	23	17	33	13	0	0	0	184
Roof/Siding	32	137	105	28	29	36	67	87	50	0	0	0	571
Patio/Driveway	54	98	86	60	95	135	97	111	95	0	0	0	831
Deck	1;	2	1	4	1	1	6	7	7	0	0	0	30
Shed	1	2	4	1	3	2	5	11	10	0	0	0	39
Sewer	3	0	0	1	10	11:	2	8	0	0	0	0	35
Total	325	639	674	386	437	528	476	546	421	0	0	0	4432

#### 2017 Fire Inspections

Inspection	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oα	Nov	Dec	Ϋ́
Annual	108	131	174	77	188	372	79	73	28	0	0	0	1230
Reinspections	54	47	46	16	47	144	187	12	50	0	0	0	603
Business Licenses	7	1	3	3	5	3	1	5	6	0	0	0	34
Total	169	179	223	96	240	519	267	90	84	0	0	0	1867

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	248	181	166	119	<b>1</b> 11	211	176	0	0	0	1609
Reinspections	71	64	93	86	96	82	45	78	84	0	0	0	699
Total	220	312	341	267	262	201	156	289	260	0	0	0	2308

There are approximately 2,201 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	September	3rd Quarter	Year to Date	Year Target
Percentage of building inspections within 24 hr. notice	95%	95%	96%	95% within 24 hr. notice
Percentage of annual fire inspections completed	1.4%	9.0%	61.2%	95% of total
Percentage of annual rental inspections completed	8.0%	22.6%	73.1%	100% of total*

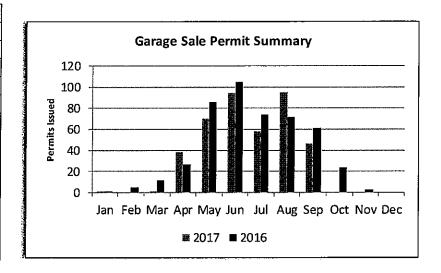
<sup>\*</sup> Note: The total number of licensed properties fluctuates and therefore this percentage may not equal 100% at year-end.

2017 Code Enforcement Emergency After-Hours Call Outs

Jan	Feb	Mar	Арг	May	Jun	lut	Aug	Sep	Oct	Nov	Dec	YTD
o.	0	0	0	l n	l o	0	ი	0	n	ი	n	ا ا

**Garage Sales** 

Year	2017	2016
Jan	1	1
Feb	0	5
Mar	1	12
Apr	39	27
May	70	86
Jun	94	105
lut	58	74
Aug	95	72
Sep	46	61
Oct	0	24
Nov	0	3
Dec	0	0
Total	404	470

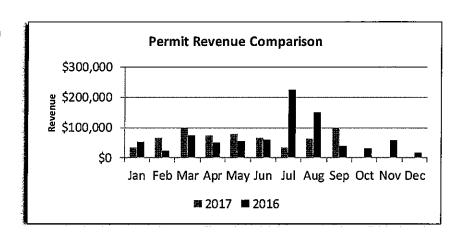


2017 Building and Fire Permits Issued

The state of the s	newfrequency regimes //	nagerofrancer amount	20020-007000-074	eprocessors .	007000 0700 0070 0070 1 1 1 1 1 1 1 1 1	11 C I C	E-1004-1-12-1-0-1-0-1-0-1-0-1	Felicional Science Str.	THE REAL PROPERTY.	Managada de se	aconterror reverse	reconstitue samenem es	2000000000000000000	Lucation was to a
Permit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2017 YTD	2016 Total
Building Permits												·		
Commercial Remodeling	5	3.	11	6	10	5	6	5	12	0	0	0	63	92
Community Residence	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Demolition	0	1	1	2	1	2	1	2	2	0	0	0	12	12
Driveways	0	3	11	18	46	38	30	52	41	0	0	0	239	264
Electrical	0	3	1	2	3	2	3	3	3	0	0	0	20	35
Fences	0	5	15	24	33.	40	20	22	23	0	0	0	182	210
Mechanical	15	19	10	12	15	32	18	20	16	Q	0	0	157	220
Miscellaneous Permits	23	27	41	34	50	71	42	49	41	0	0	0	378	539
Multi-Family Remodeling	0	2	0	3	1	0	0	0	0	0.	0	0	6	57
New Commercial	0	0	0	0	0	0	0	0	0	0	0	0	0	22
Plumbing	18	25	16	28	25	25	18	20	21	0	o	0	196	229
Pools	0	0	0	0	3	5	0	3	1	0	0	0	12	10
Residential Decks & Patios	0	5	8	21	30	38	23	36	23	0	0	0	184	192
Residential Garages	0	0	0	0	0	0	1	1	1	0	0	0	3	3
Residential Remodeling	13	18	13	26	18	20	14	19	21	0	0	0	162	168
Residential Sheds	1	1	1	6	4	7	9	5	8	0	0	0	42	45
Roofs/Siding	7	15	20	50	65	86	66	141	184	0	0	0	634	713
Signs	2	9	7	5	6	10	9	6	3	0	0	0	57	104
New Single Family Residences	1	5	4	6	5	3	0	6	9	0	0	0	39	30
Fire Permits		j												
Automatic Fire Alarms	2	5	7	4	3	4	4	6	2	0	0	0	37	58
Fuel Storage Tanks	0	0	0	0	1	0	0	0	0	0	0	0	1	0
Hood & Duct	0	0	1	0	0	0	0	1	1	0	0	0	3	26
Automatic Sprinklers	12	6	6	11	11	2	7	5	33	0	0	O	93	112
Lock Baxes	1	0	2	0.	0	0	2	5	0	0	0	0	10	30
Other	0	11	2	1	0	0	0	0	25	0	0	0	39	13
2017 Total	100	163	177	259	330	390	273	407	470	0	- 0	. 0	2569	
2016 Total	115	129	243	354	344	406	312	341	267	259	282	132	Al Indige	3184

Permit Revenue

	Citime Nove	,,,ac
Year	2017	2016
Jan	\$33,383	\$52,612
Feb	\$65,665	\$24,022
Mar	\$100,878	\$74,073
Apr	\$72,363	\$51,063
May	\$79,067	\$54,167
Jun	\$64,310	\$60,943
Jul	\$33,652	\$223,428
Aug	\$63,827	\$149,227
Sep	\$98,244	\$39,820
Oct	\$0	\$30,925
Nov	\$0	\$56,610
Dec	\$0	\$16,776
Total	\$611,389	\$833,666



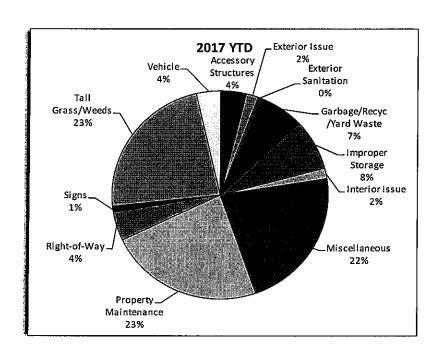
2017 Budget: \$650,000

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

<b>Building Permit Processing Performance</b>	September	3rd Quarter	Year to Date	Year Target
Percentage of permits entered in computer within 24 hours of submittal	95%	95%	96%	95% within 24 hours
Percentage of permit plan reviews completed within 10 business days	93%	94%	96%	95% within 10 days
Percentage of final permits processed within 48 hours of plan approval	94%	94%	96%	90% within 48 hours

2017 Property Maintenance Summary Report

			1.000											
Violation			-5196	estations.			e in die	Aug		aji ing	ed paging		2017	2016
Violation	Jan	Feb	Mar	Apr	May	Jun	(DL	Aug	Sep	೦೧	Nov	Dec	ΥTD	Total
Accessory Structures	2	1	8	10	4	5	6	4	2	0	0	0	42	55
Exterior Issue	1	4	4	1	2	2	1	1	4	0	0		20	48
Exterior Sanitation	1	0	2	0	1	٥	1	1	1	0	0		7	23
Garbage/Recyc/Yard Waste	5	8	3	4	13	18	11	7	5	0	0	0	74	125
Improper Storage	7	25	2	5	13	10	7	.8	9	0	0	0	86	172
Interior Issue	2	5	4	1.	Ö	3	1	2	0	0	0		18	10
Miscellaneous	14	15	56	21	25	30	31	35	16	0	0	0	243	289
Property Maintenance	15	10	14	31	46	58	27	37	18	0	0	0	256	233
Right-of-Way	0	0	2	3	6	10	14	11	3	0	0	0	49	
Signs	4	0	1	1	0	1	2	1	0	0	0	0	10	43
Tall Grass/Weeds	0	0	0	17	129	43:	38	18	9	0	0	0	254	469
Vehicle	2	2	6	3	4	7	6	5	5	0	0	01	40	55
2017 Total	53	70	102	97	243	187	145	130	72	0	0	10	1099	
2016 Total	67	63	60	92	258	250	153	215	190	91	107	91		1637



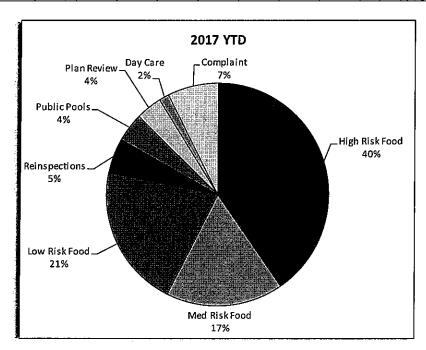
2017 Citations Issued

73 79 106 67 107 157 93 102 70 0 0 0	YTD	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
	854	0	0	0	70			15/	107	67	106	79	73

Inspection Services Performance	September	3rd Quarter	Year to Date	Year Target
Percentage of property maintenance inspections	95%	96%	96%	95% within 24 hr. notice
completed within 24 hours of notice				

2017 Environmental Health Inspection Report

Activity	Jan	Feb	Mar	Apr	May	Jun	Jül	Aug	Sep	0ct	Nov	Dec	YTD
High Risk Food	44	34	1	1	21	50	5	1	35	0	0	0	192
Med Risk Food	3	1	42	34	1	0	0	0	0	0	0	0	81
Low Risk Food	3	1	0	2	2	3	30	54	4	0	0	0	99
Reinspections	1	. 0	2	2	7	2	3	2	5	0	0	0	24
Public Pools	0	0	0	. 0	13	1	1	3	2	0.	0	0	20
Plan Review	0	2	1	4	2	1	2	5	1	0	0	٥	18
Day Care	0	0	4	3	0	0	0	0	0	0	0	0	7
Complaint	1	2	1	2	6	8	6	6	3	0	0	0	35
Total	52	40	51	48	52	65	47	71	50	0	0	0	476



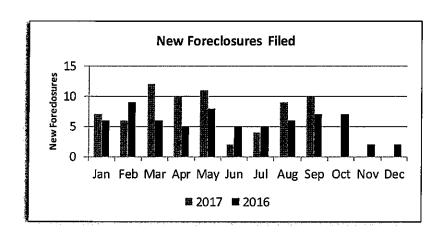
Food establishments are divided into the risk categories of high, moderate or low, and planned inspections are performed three, two, or one time each year respectively. A high risk establishment presents a high relative risk of causing foodborne illness based on the large number of food handling operations 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	September	3rd Quarter	Year to Date	Year Target
Percentage of annual food health inspections completed	8.1%	26.9%	77.5%*	100% of total

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

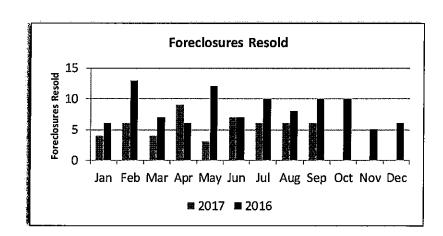
New Foreclosures Filed

Year	2017	2016
теаг	2017	SOTE
Jan	7	6
Feb	6	9
Mar	12	6
Apr	10	5
Мау	11	8
Jun	_ 2	5 5
Jul	4	5
Aug	9	6
Sep	10	7
Oct	0	7
Nov	0	2
Dec	0	2
Total	71	68



Foreclosures Resold

Year	2017	2016
Jan	4	6
Feb	6	13
Mar	4	7
Apr	9	6
Мау	3	12
Jun	7	7
Jul	6	10
Aug	6	8
Sep	6	10
Oct	0	10
Nov	0	5
Dec	0	6
Total	51	100



# ECONOMIC DEVELOPMENT & TOURISM MONTHLY REPORT



# General

- Ongoing calls, emails and meetings with land owners, brokers and property owners.
- Updated the Village's available properties online database on a bi-weekly basis.
- Completed liaison duties to the Arts Commission by updating the website, sending e-blast reminders, and attending separate meetings for events. Upcoming events include the photography seminar on October 28<sup>th</sup> and Beer, Brats and Beethoven on November 9<sup>th</sup>.
- Staff continued to attend meetings regarding the formation of Next Level Northwest. The
  organization held a training session for the community pitch panels on October 4 which was very
  well received. The first pitch night is tentatively scheduled for Hoffman Estates in December or
  January. Applications are being distributed to potential companies and the organization is still
  looking coaches and mentors.
- Continued to explore the 59-90 Entertainment District signage project by having the final companies resubmit a proposal based on one sign design. Staff will present a recommendation to this committee in November for consideration.
- Continued developing new marketing pieces for advertisements, trade shows or general promotion. The pieces are industry specific and focus on the 59/90 entertainment district.
- Staff worked on developing a new, temporary VisitHoffman.com website which will be mobile responsive, clean, fresh and cost-effective. See below for more details.
- Staff spent several hours working on various committee items for ICSC events from phone calls to program planning committees to meetings on the general direction of ICSC.
- Met with existing business owners looking to relocate or expand.
- Staff worked with Cook County and the State of Illinois' Department of Commerce and Economic Opportunity to submit sites within Hoffman Estates for the Amazon HQ2 RFP.
- Attended the:
  - Monthly Membership Committee meeting of the Chamber of Commerce
  - o Monthly Chamber Board meeting
  - o Design Team meetings of Next Level Northwest
  - o Monthly Golden Corridor Maker Space meeting
  - o Quarterly ICSC IL State Committee meeting
  - o Annual Harper Business Solutions Advisory Council meeting
  - o CMAP Port of Chicago Boat Tour
  - o Quarterly CMAP Economic Development Committee meeting

# Office/Industrial

- Due to the a busy September the formal Business Retention and Expansion visits went on hold this month. While visits were made to companies they weren't official BRE visits where data was collected.
- Worked with Plum Grove Printers to apply for a 6B SER classification through Cook County and worked with High Voltage Software to explore county property tax reduction programs due to their high investments in their property.

# Retail

- Drafted a sales tax rebate agreement with the owner of the Ace Hardware as he and the shopping center owner mentioned during their request for support of the 7c application. Staff is working with legal before bringing the agreement to Planning, Building and Zoning Committee for discussion and consideration.
- Staff finalized a Purchase and Sale Agreement for 75-85 Golf Road for Sterlington to develop.
- Continued preparations for ICSC Deal Making shows in Chicago and New York in September and December, respectively. Staff attended the Deal Making show in Chicago and had 10 scheduled meetings with more than 15 other walk-up meetings. The overall attendance of the show was down but there was a lot of good walk by traffic and some meaningful contacts made. Staff will now focus on the New York Deal Making and targeting east coast retailers and developers who may be looking to move into the Midwest.

# **Tourism**

# DAILY HERALD BUSINESS LEDGER HOSPITALITY SHOWCASE EXPO 2017 - NOVEMBER 9, 2017 - STONEGATE

• Invited Hoffman Estates Chamber and hotel sales leaders to join in staffing the Tourism Office Booth from 5-9PM. This year's booth is themed to the SCA that we are promoting as a unique venue for meeting and special events. Full-page ad was developed to feature SCA, Stonegate, and the Village's 8 hotels in a specialty publication marketed to meeting and event planners. Taking a booth brings exposure to over 800 planners who attend and also receive the email database of attendees and vendors that we circulate to the SCA and hotels for their follow-up.

# MIDLANDS WRESTING TOURNAMENT - DECEMBER 28-31, 2017 - SCA

 Provided the event organizer with current recaps of all universities that have reserved blocks of rooms at our hotels for this prestigious tournament. Event organizer is providing a list of schools that have registered already so we can reach out individually to place remaining teams in Village hotels.

#### ILLINOIS ECONOMIC DEVELOPMENT ASSOCIATION - JUNE 2018 - CHICAGO MARRIOTT NW (SUBMITTED BID)

 Provided detailed lead sheet to Chicago Marriott NW and oversaw their proposal/response. Submitted bid to organization. Waiting for feedback from event organizers to determine if Chicago Marriott NW has been selected as host hotel.

# Tourism (Cont.)

#### **1&1 WEBSITE - TEMPORARY REPLACEMENT FOR TOURISM WEBSITE**

• The Tourism website (www.visithoffman.com), developed in 2008, needs to be redesigned to current capabilities. Our bid from Links, who provided original website development, came in at a basic cost of \$11,000 (no increase from their quote in 2015). A request for budget year 2018 was submitted but in the immediate, an affordable in-house remedy was to create a format similar to the site the Arts Commission created using 1&1 Website – a web development site that provides easy customizable templates. Six basic modules are defined: Hotels, Restaurants, Entertainment, Recreation, Meeting Planning, and Sports Tournaments. Basic text and information have been inputted. The Park District will provide an inventory of their playing fields for the Sports Tournament sections. This option allows us to provide an affordable, mobile friendly, current, and easily updated version to serve as a placeholder for just \$12 the first year until budget allows the complete redo of the Tourism site.

#### SYNCHRONIZED SKATING NATIONAL CHAMPIONSHIPS - 2019/2020 - SCA

Meeting with local organizing committees and event planners that are exploring the
possibility of bringing the Synchronized Skating Team National Championships in
2019/2020. We previously hosted the Midwest Championships for Synchronized Skating
Teams at the SCA, which- brought almost 7,000 hotel room nights to the region. Once
details of the RFP are finalized and made available, we can approach the SCA to determine
if the event is a good fit.

#### **MEETINGS/ACTIVITIES**

- Wellness Committee Assisting in soliciting vendors for Health Fair event.
- Sister Cities Commission Assisting in soliciting restaurant gift card donations for October event.
- Senior Commission Joined Commission.
- Circulated updated PACE and full exchange construction information to hotels along Barrington and Higgins Roads.
- Conference call with Due North (sports tourism consulting firm) Requested references from past clients.
- Economic Development Committee Assisted in confirming Chicago Marriott NW as host for October meeting.
- Connected Lakeview psychologists to Red Roof ownership to assist displaced families.
- Provided billboard contacts (Stonegate Properties and Hoffman Estates Park District) to Country Inn ownership.
- Driving tours for Country Inn and Main Event newly hired sales managers.
- Provided corporate and social contacts, lists, press contacts, etc. to new sales leaders.
- Assisted in décor/set up and attended Volunteer Appreciation event.

#### **MEETINGS/ACTIVITIES (Cont.)**

- · Attended Celtic Fest Commission meeting.
- Attended Northwest 4th Fest Commission meeting.
- Researching Hispanic and Indian bands/groups to submit to Northwest 4th Fest for International entertainment option.
- Meetings regarding Celtic Fest partnership with Highland Woods, Hilldale, and Poplar Creek Golf Courses.

Kevin Kramer, Director of Economic Development

Linda Scheck, Director of Tourism & Business Retention

Juda Scheck