

AGENDA
PLANNING, BUILDING AND ZONING COMMITTEE
Village of Hoffman Estates
December 11, 2017

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

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

I. Roll Call

II. Approval of Minutes - November 13, 2017

NEW BUSINESS

1. Request by the Hoffman Estates Park District for:
 - a. An extension of the Chino Park Intergovernmental Agreement to December 18, 2037.
 - b. Site plan approval for community garden plots.
2. Request by MR ACE, LLC dba Hoffman Estates Ace, for approval of an Incentive Agreement for the Ace Hardware store in the Crossroads Commons Shopping Center.
3. Request approval of an amendment to the Purchase and Sale Agreement with SVAP Hoffman Plaza IV, L.P. for the sale of 75-85 East Golf Road, retroactive to December 6, 2017.
4. Request approval for a contract extension for elevator inspection and plan review services to Elevator Inspection Service Co., Inc. of Burr Ridge, IL.
5. Request acceptance of Department of Development Services monthly report for Planning Division.
6. Request acceptance of Department of Development Services monthly report for Code Enforcement Division.
7. 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**

November 13, 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
Patrick Seger, Director of HRM
Monica Saavedra, Director of HHS
Ryan Johnson, Management Analyst
Suzanne Ostrovsky, Asst. Village Mgr.
Bruce Anderson, CATV Coordinator**

The Planning, Building & Zoning Committee meeting was called to order at 7:36 p.m.

II. Approval of Minutes

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to approve the Planning, Building & Zoning Committee meeting minutes of October 9, 2017. Voice vote taken. All ayes. Motion carried.

Motion by Trustee Mills, seconded by Trustee Gaeta, to approve the Special Planning, Building & Zoning Committee meeting minutes of November 6, 2017. Voice vote taken. All ayes. Motion carried.

NEW BUSINESS

- 1. Request approval for staff to proceed with negotiations for a design-build contract with Quantum Signs for design and construction of two gateway signs in the 59/90 Entertainment District.**

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

Kevin Kramer addressed the Committee and provided a history of the entry signage to the 59/90 Entertainment District. In May, staff sent out an RFP requesting proposals from qualified firms to help design and build the signs. There was discussion regarding the location of the signs,

including the primary entrance on Route 59 and Hoffman Boulevard, adjacent to the I-90 off-ramp, with a secondary location at Prairie Stone Parkway and Higgins Road. McShane owns Parcel 23 in Prairie Stone and installed temporary 59/90 signage in 2010. There has been \$650,000 in the CIP the last several years for this project and initial estimates suggest the two signs could cost between \$350,000-\$550,000.

Quantum Signs, Sugar Grove, Illinois, is a local company with strong design skills and experience with local companies. Their cost estimate was the lowest of the top 3 vendors and offers the best warranty.

Staff would be responsible for soliciting advertisers, but signs are promoting the Entertainment District, only property owners and companies within the District would be permitted to advertise on the signs.

The Committee provided feedback on their preferences for the design, location, etc. Mayor McLeod liked the aluminum sign and feels that we should get away from "rock" look. Trustee Mills agreed and likes the large red circle with white lettering for "Entertainment District". Trustee Pilafas inquired whether the 4 primary logos can be digital and Trustees Gaeta and Arnet liked the aluminum look as well.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, for staff to proceed with negotiations for a design-build contract with Quantum Signs for design and construction of two gateway signs in the 59/90 Entertainment District. 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 Gaeta, seconded by Mayor McLeod, 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

Motion by Trustee Arnet, seconded by Trustee Pilafas, to adjourn the meeting at 8:09 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Debbie Schoop, Executive Assistant

Date

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request by Hoffman Estates Park District for:

- a. An extension of the Chino Park Intergovernmental Agreement to December 18, 2037
- b. Site plan approval for community garden plots

MEETING DATE: December 11, 2017

COMMITTEE: Planning, Building and Zoning

FROM: Peter Gugliotta *PG* / Jim Donahue *JD*

REQUEST: Request by Hoffman Estates Park District for:

- a. An extension of the Chino Park Intergovernmental Agreement to December 18, 2037
- b. Site plan approval for community garden plots

BACKGROUND: In July 2008, the Village entered into an Intergovernmental Agreement with the Hoffman Estates Park District (HEPD) to allow HEPD to lease Chino Park from the Village and develop it as a public park. The current lease expires in 2028.

At the HEPD Recreation Committee meeting on October 17, 2017, a community garden proposal was discussed and recommended for approval to the HEPD Park Board. At the public hearing, three residents spoke that they were not in favor of the garden plots due to unsightliness and the potential of non-residents using them. The Park District stated that residents will be given advanced notice with first priority to sign up. Non-residents will only be permitted to rent a garden plot if residents do not rent the plots. The Park Board subsequently approved the plan and recommended renewing and extending the existing Chino Park Lease Agreement with the Village.

HEPD has been using and programming the park accordingly since the agreement was approved in 2008. The relationship between the Village and Park District has been good since the original agreement was approved allowing HEPD to use and program the park. As part of the proposed improvements, they are seeking to extend the lease 20 years until December 18, 2037. The agreement includes language that the Village must approve all future physical improvements proposed by the Park District, as well as the ability to extend the lease an additional 20 years by mutual written consent.

PROPOSAL:

HEPD is proposing to establish community gardens on a portion of Chino Park similar to those that exist at the Village's Sunderlage Farm. As part of their 2014 Comprehensive Master Plan, this was identified as a need in the community.

Initially, 28 garden plots are planned, which includes 4 ADA accessible plots. Each of the 24 standard garden plots is 15'x15' with a wood chip path between each of the plots similar to the design of the Village's two garden plot areas, as well as those in most other park districts that have community garden plots.

The plots are planned to be located approximately 20' south of the Fire Station property line and north of the existing asphalt path that leads from the parking lot to the baseball field. The plans indicate that the plots would be approximately 15' from the west property line that is shared with St. Hubert's. Parking for the gardens would be accommodated in the existing parking lot.

HEPD has indicated and Village Public Works has confirmed that requests for the existing plots at Village-owned Sunderlage Farm and the Fire Station are typically in high demand. The proposed location at Chino Park would provide a more proximate location for residents on the east side of town.

There is future potential of making additional garden plots available at Chino Park if the initial 28 garden plots were determined to be successful in 2018. No decisions have been made regarding the future expansion other than that another public meeting would be held prior to the Park Board determining whether or not additional garden plots would be made available following the 2018 planting season.

There is no cost to the Village for these improvements as HEPD had budgeted for these improvements in 2018. All current and ongoing maintenance, liability, and insurance coverage relating to the gardens will be the responsibility of the HEPD.

RECOMMENDATION:

Approval of a request by Hoffman Estates Park District for a) an extension of the Chino Park Intergovernmental Agreement to December 18, 2037, and b) site plan approval for community garden plots, subject to the following conditions:

1. A permit will be required for any new paving for the project.
2. Any change or expansion of the approved garden plot layout will require approval from the Village Board beforehand.

Attachments

cc: Dean Bostrom (HEPD)

**Unino Park
630 Illinois Blvd**



October 26, 2017

Mr. Jim Norris
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60169

Re: Chino Park Intergovernmental Agreement

Dear Jim,

The park board of commissioners at their October 24th board meeting unanimously approved the Chino Park community gardens as recommended in the attached Memorandum M17-112.

Also attached is a draft of the October 17, 2017 Recreation Committee meeting minutes where the Chino Park community garden proposal was discussed and ultimately recommended for the park board to approve.

The park board also approved the request of the Recreation Committee to renew and extend the Intergovernmental Agreement an additional 20 years. Therefore as the park district is committed to investing \$10,000+ in improvements to the park (excluding staff labor), the park district requests to extend the lease until 2037.

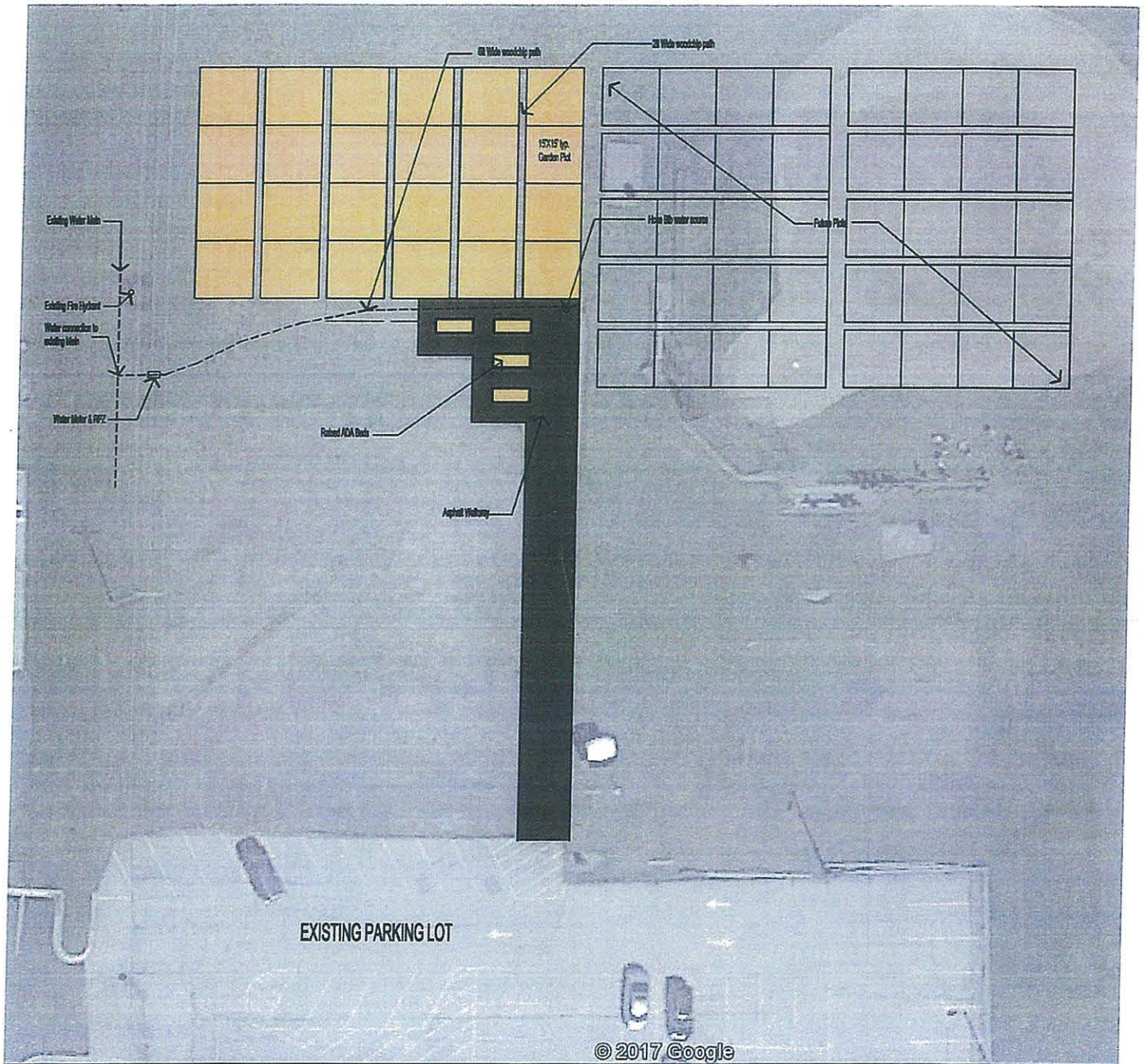
On October 25th the park district received notification that a grant in the amount of \$3,500 for the Chino Park community gardens was awarded from the National Association of Realtor's Smart Growth Grant program. This initiative was spearheaded by resident and local realtor Linda Dressler.

Please let me know when this request on behalf of the park district will be added to the Village's board agenda so I can make myself available to attend the meeting.

Please let me know if you need additional information.

Best regards,

Dean Bostrom
Executive Director



CHINO PARK PROPOSED GARDEN PLOTS

July 2017
Not To Scale

**Hoffman Estates Park District
Chino Park Garden Plots
Programming**

I. Time of Year:

- Gardening season will be approximately May through October.
- The Park District garden plots will open, Monday April 2nd at 8:30a weather permitting.
- Plots will be tilled, staked and numbered for each participant.
- The Park District will close the garden plots on Wednesday, October 31, 2018.
- Gardens will be open from Dawn until Dusk.

II. Registration and Fees:

- Resident registration will begin on Wednesday, February 28th; non-resident registration (are we even allowing?) (if space allows), will open one week later on Wednesday, March 7th.
- Online registration will be available.
- Plot availability is on a first come, first serve basis, participants will only be able to reserve one plot. Requests for additional plots will be put on a waiting list and assigned only if space remains available after the initial sign up. plots must be paid for at the time of registration.
- Cost of a 15' x 15' plot is \$30R/\$35NR (NR if available), with a \$5 refund once the water key is returned.

III. Garden Plot Guidelines:

- Per the Village of Hoffman Estates Health Department, all and any watering buckets, containers, watering cans and pails must be emptied after each use and removed from the HEPD garden plot sites.
- Glass containers are prohibited in community gardens,
- Gardeners are responsible for bringing their own supplies and tools.
- Dog and all other domestic animals are prohibited in the garden area.
- Use of herbicides (weed killers) and pesticides (insect killers) are prohibited. Fertilizers must be used responsibly so that they do not impact other gardens.
- Gardeners are asked to visit their plot at least once each week. The Park District asks your assistance in keeping up your plot for the entire season.
- Biodegradable mulch such as compost, leaves, straw and hay are encouraged. Carpet mulch and wood chips are prohibited as mulch.
- Keep tall plants such as corn or sunflowers at the center of garden plots so they do not shade neighbor's plants.
- Gardeners are expected to keep vines off of neighboring plots.

- If you have a surplus of vegetables or fruit, please contact a nearby food pantry to donate.
- Picking of neighbor's plants is prohibited. If you see someone doing damage, please call the police.
- The Park District is not responsible for any damage, stolen or lost crops, equipment, etc.
- The garden is not available for commercial use, selling of produce on-site is prohibited.
- Please use garbage cans for all disposable waste.
- Motorized vehicles are prohibited in the garden area. Please park in designated parking spaces.
- Gardeners are not allowed to erect any structures (i.e., green houses) on their garden plots.
- Fencing or mesh is not provided; however, you are allowed to divide your plot with it temporarily for the growing season, Fence materials and may be no taller than 4 feet. Poured concrete and limestone screenings may not be used to anchor fence posts or other structures.
- Gardeners may not dig channels or create berms outside of their plots.
- Park district will provide water hose and water key to operate hose for all registered participants (\$5 of \$30 plot fee will be returned open park district receiving water key prior to October 30th, i.e., end of garden plot season). All gardeners have access to the spigot and hose for watering. Please do not change the hose and/or nozzle at any time during the gardening season.
- Plot renters that do not plant, maintain, or properly remove debris from plots will lose following year's renewal privileges and are subject to clean up fees.
- It is the responsibility of each gardener to keep their plot weeded on a regular basis. If at any time after June 1st, the plot is unused, or the weeds become higher than 18 inches, the garden plot will be cleared of all vegetation. The gardener will also be notified that they are ineligible for garden plot privileges for the next year.
- If something unexpected occurs after paying for your plot that makes it impossible for you to use it during the planting season, please call the HEPD at (847) 885-7500 and let us know so we can let another gardener have a chance to plant, if possible.
- Gardening season runs through October 31st. anything left in plots after October 31st will be subject to removal and or tilling when plots are prepared at the end of the planting season, no exceptions.

IV. Village Benchmarking:

- Plots reservations begin April 1st
- Residents only
- The sizes of the plots are either 15' x 12' or 15' x 14';
- Plots cost \$30 to reserve and you receive a \$5 refund when you return your water key.
- Two locations: the one near the fire station has 20 plots and the one at Sunderlage has 30 plots.

MEMORANDUM M17-103

TO: BUILDINGS & GROUNDS COMMITTEE
FROM: DEAN BOSTROM, EXECUTIVE DIRECTOR
CRAIG TALSMAN, DEPUTY DIRECTOR/DIRECTOR ADMIN & FINANCE
DUSTIN HUGEN, DIRECTOR PARKS & FACILITY SERVICES
GARY BUCZKOWSKI, DIRECTOR PLANNING & DEVELOPMENT
MIKE KIES, DIRECTOR RECREATION & FACILITIES
SUBJECT: CHINO PARK COMMUNITY GARDENS
DATE: SEPTEMBER 6, 2017

Background

Within the 2014 Comprehensive Master Plan, community gardens were identified within Chino Park as a future unfunded capital project. This initiative is consistent with our mission of being environmentally responsible and also our district goals to (1) create and sustain quality parks, facilities, programs and services and (2) embrace conservation and environmental stewardship to help provide long term sustainability. The 2017 budget includes \$5,000 for development of the community gardens at Chino Park.

In the fall of 2016, the park district and the Village were approached by Community Rep Linda Dressler, who is also a local real estate agent, regarding a community-based grant program established by the National Realtors Association (NRA). While we were unable to meet the grant deadline last year due to timing, we are planning on submitting the grant application this year prior to the October 15, 2017 deadline. The maximum grant award is for \$5,000.

Implications

Attached is a rough draft of a conceptual plan for the community gardens, including phases to add additional garden plots in the future. Each of the 16 garden plots is 15'x15' with a wood chip path between each of the plots which is a similar set-up to the Village's two community gardens as well as most other park districts that have community gardens. In addition to the 16 garden plots, there are four additional ADA accessible plots. Within the concept plan, there is potential to add 8 additional plots as part of phase 1, 20 in phase 2 and an additional 20 in phase 3. Phases 2 and 3 would require the removal of the existing large baseball diamond which is currently not used by the park district.

Currently the Village's two community gardens, one at Sunderlage which contains approx. 30 plots and the Westbury fire station which contains approx. 20 plots, both sell out on the first day that registration is open.

The total budget for the project is \$10,000 with the district budgeting \$5,000 and the \$5,000 anticipated from the National Realtors Association grant.

The breakdown of the \$10,000 budget is as follows:

\$5,200: New asphalt to allow for ADA accessibility
\$4,000: Water supply necessary to support the gardens
\$800: Construct the ADA accessible planters and for misc. items

Prior to proceeding with a park improvement project which could potentially impact surrounding residents, the park district will conduct a public meeting consistent with Policy 5.17 *Park and Facility Improvement Notification*. A public meeting has been established for Tuesday, October 3rd at 7pm. Assuming there is no controversial input and the community is in support of the community gardens, staff will proceed with the grant application by the deadline of October 15th, which is prior to the October 17th B&G meeting.

Recommendation

No action is required at this time as the feedback from the community meeting will be presented at the October 17th B&G Committee meeting. If feedback from the community meeting supports the proposed community gardens, the Board will need to determine whether or not to proceed with the community gardens if we are not awarded the grant from the NRA. If we do not receive the grant, an additional \$5,000 would have to be budgeted in the 2018 budget. The planned opening of the community gardens would be May of 2018.

**CHINO GARDEN PLOTS
PUBLIC MEETING
OCTOBER 3, 2017
7:00 P.M.
TRIPHAHN CENTER BOARDROOM**

Attendance: Commissioners Robert Kaplan, Pat McGinn, Lili Kilbridge, Ron Evans, Pat Kinnane; Executive Director Dean Bostrom, Deputy Director/Director Admin & Finance Craig Talsma, Director Recreation & Facilities Mike Kies, Director Parks & Facilities Services Dustin Hugen, IT Assistant Brett Lonergan

Audience: Pat DeLoncker; Wayne DeLoncker; Murtuza Salahuddin

Executive Director Dean Bostrom welcomed the guests in attendance and proceeded to introduce Commissioners and staff present at the meeting. Following the introductions, Executive Director Bostrom provided an overview of the purpose of the meeting which included details of the proposed garden plots and public input regarding the proposal. It was stated that no decisions regarding the proposal would be made at the meeting tonight.

Executive Director Bostrom recapped that public meetings were held for all proposed projects that involved development within a park and that all households located within 300 feet of the park's boundaries received a postcard informing them of the public meeting, and a sign was posted at the entrance to the park providing details of the public meeting.

As background information, Executive Director Bostrom stated that community garden plots were identified with the district's 2014-2019 CMP as garden plots are a growing trend in communities across the U.S. As further support for the need within Hoffman Estates, Executive Director Bostrom informed the audience of the two garden plots operated by the Village of Hoffman Estates and that the resident demand currently exceeded the supply of garden plots available.

Executive Director Bostrom provided an overview of the Park District and Village Intergovernmental Agreement that provides a 20 year lease of Chino Park which was approved in 2008. All physical improvements, including the proposed community gardens at Chino, require Village approval per the terms of the Intergovernmental Agreement.

Director Hugen provided an overview of the proposed development of the site and where the garden plots would be in relation to the surrounding park and residents.

Director Mike Kies provided an overview of the proposed schedule, registration process, fees and garden plot guidelines.

Executive Director Bostrom asked for questions and/or comments from the audience. Mr. and Mrs. DeLoncker commented that unrelated to the proposal that they did not like the natural area barrier at Evergreen Park Pond and that the two ponds located adjacent to Community Park looked to be very poorly maintained. Executive Director Bostrom clarified that the two parks

adjacent to Community Park were on private property and were owned by the two multi-family complex located adjacent to Community Park.

Mr. and Mrs. DeLoncker stated that they were not supportive of the proposed plan as they believed garden plots to be unsightly. They suggested that the proposed garden plots be relocated adjacent to the Village Hall. Additional comments included that non-residents should not be allowed to rent garden plots and that the park district should first consider making recreational and aesthetic improvements to the park.

Discussion was then held on the potential of making available additional garden plots at Chino Park if the initial 16 garden plots were determined to be successful in 2018. No decisions were made other than that another public meeting would be held prior to the park board determining whether or not additional garden plots would be made available following the 2018 planting season.

Executive Director Bostrom explained the park district's resident/non-resident policy and that residents are given priority if the demand exceeds the supply and that residents received discounted rates. Regarding the suggestion involving Village property, Executive Director Bostrom clarified that the park district does not dictate to the Village what should or should not be developed on Village property.

Murtuza Salahuddin stated that he also had concerns about the garden plots being an eyesore and non-resident use as well. He also expressed concern about the condition of Lakeview and that there were no longer fish like when he was a kid.

Executive Director Bostrom recapped the meeting and provided the meeting schedule of the Committee and Board and stated that if the proposal was approved by the Park Board, that it would be contingent upon Village Board approval.

Meeting adjourned at 8:05 p.m.

MEMORANDUM NO. M17-112

TO: Recreation Committee
FROM: Dean R. Bostrom, Executive Director
Craig Talsma, Deputy Director/Director Admin & Finance
Mike Kies, Director Recreation & Facilities
Dustin Hugen, Director Parks & Facilities Services
RE: Chino Park Community Gardens
DATE: October 11, 2017

Background

Within the 2014 Comprehensive Master Plan, community gardens were identified within Chino Park as a future unfunded capital project. This initiative is consistent with our mission of being environmentally responsible and also our district goals to (1) create and sustain quality parks, facilities, programs and services and (2) embrace conservation and environmental stewardship to help provide long term sustainability. The 2017 budget includes \$5,000 for development of the community gardens at Chino Park.

In the fall of 2016, the park district and the Village were approached by Community Rep Linda Dressler, who is also a local real estate agent, regarding a community-based grant program established by the National Realtors Association (NRA). While we were unable to meet the grant deadline last year due to timing, we have submitted the grant application this year prior to the October 15, 2017 deadline. The maximum grant award is for \$5,000.

Chino Park is currently leased from the Village of Hoffman Estates through an Intergovernmental Agreement. The agreement was approved in 2008 with a term of 20 years. Within the agreement, the Village must approve all physical improvements proposed by the park district.

Per district Policy 05.17 *Notification of Park and Facility Improvements*, a public meeting was held on October 3, 2017 at 7pm in the Triphahn Center boardroom (see attached minutes).

15 days prior to the meeting all residents located within 300' of the park's boundaries (85 residents) received a postcard informing them of the public meeting and a large sign was posted at the entrance to the park providing details of the public meeting.

Three residents were in attendance representing two households. All three residents voiced their opinions regarding the proposed garden plots. Comments made included: garden plots in general are an eyesore; non-residents should be prohibited from renting garden plots; the district should make other recreational and aesthetic improvements to the park; the garden plots should be located elsewhere such as Village Hall.

Additional discussion was held on the future potential of making available additional garden plots at Chino Park if the initial 16 garden plots were determined to be successful in 2018. No decisions were made regarding the future expansion other than that another public meeting would be held prior to the park board determining whether or not additional garden plots would be made available following the 2018 planting season.

Following the public meeting, staff evaluated the concerns addressed at the meeting regarding the garden plots being an eyesore. In addition, preliminary rules and regulations regarding the rental of garden plots were evaluated. It was determined that only four or five households who live on Evanston Street would be able to visually see the garden plots from their property and that rules and regulations could be revised to address the garden plots from becoming an eyesore.

Implications

Attached is a conceptual plan for the garden plots including phases to add additional garden plots in the future.

Each of the 16 garden plots is 15'x15' with a wood chip path between each of the plots similar to the design of the Village's two garden plots as well as most other park districts that have community garden plots. In addition to the 16 garden plots there are four additional ADA accessible plots. Staff is in the process of securing a prospective Eagle Scout to build the four ADA planters. Currently the Village has two community gardens; one at Sunderledge Farm which contains 30 plots and the Westbury Fire Station which contains 20 plots; and sell out the first day registration is open.

The total budget for the garden plots is \$10,000 with the district budgeting \$5,000 in 2017 and an additional \$5,000 anticipated from the National Realtors Association (NRA) grant. The breakdown of the \$10,000 budget is as follows.

\$5,200:	New asphalt to allow for ADA accessibility
\$4,000:	Water supply necessary to support the gardens
\$ 800:	Construct the ADA accessible planters and misc. items

Attached is a copy of the proposed guidelines for maintaining and programming the community garden plots. If approved, the garden plots will be made available for rental starting April 2, 2018.

Recommendation

Staff recommends approval of the proposed community gardens as depicted on the conceptual plan as well as the proposed operating guidelines. If the NRA grant is not secured, staff recommends an additional \$5,000 be included in the 2018 budget to fully fund the overall anticipated expenses for the first phase of the project. The park board approval of the proposed garden plots would be contingent upon the Village's approval of the proposed community garden plots.



1685 West Higgins Road, Hoffman Estates, Illinois 60169
heparks.org t (847) 885-7500 f (847) 885-7523



**MINUTES
RECREATION COMMITTEE
October 17, 2017**

1. Roll Call:

A regular meeting of the Hoffman Estates Park District Recreation Committee was held on October 17, 2017 at 7:40 p.m. at the Triphahn Center in Hoffman Estates, IL.

Present: Commissioner R. Evans, Comm Rep Dressler, Henderson, Neel, Snyder, Wittkamp, Chairman Kinnane

Absent: None

Also Present: Executive Director Bostrom, Deputy Director/A&F Director Talsma, Rec/Facilities Director Kies, Golf Director Bechtold

Audience: Commissioner K. Evans, Kilbridge, McGinn, President Kaplan

2. Approval of Agenda:

Commissioner R. Evans made a motion, seconded by Comm Rep Neel to approve the agenda as presented. The motion carried by voice vote.

3. Approval of the Minutes:

Comm Rep Snyder made a motion, seconded by Comm Rep Henderson to approve the minutes of the September 12, 2017 meeting as presented. The motion carried by voice vote.

4. Comments from the Audience:

None

5. **Old Business:**

None

6. **New Business:**

A. **Chino Park Community Gardens/M17-112:**

Executive Director Bostrom reviewed the memo noting that Community Garden plots were identified as an unfunded capital within the 2014 CMP; however, they were a huge trend at this time. He explained that the district included \$5,000 in the 2017 budget for this item and had applied for a \$5,000 grant from the Association of National Realtors with the help of Comm Rep Dressler. He also explained that he had conversation with Village Manager Norris regarding extending the district's lease on Chino for an additional 20 years to 2037 if the garden plots were approved.

Executive Director Bostrom reviewed the public input from the Open House noting that 3 residents had shown up and expressed concerns regarding the visual aesthetics. He also explained that the first year would be the trial year and the board would decide following the 2018 season whether to continue or expand. He reviewed the 4 ADA plots (planters) that could be a Boy Scout Eagle project. He also noted that the major expenses would be the pathway and water supply.

Executive Director Bostrom reviewed the map noting that the gardens would be within walking distance from the multi-family housing. Director Kies explained that they would begin registration February 28, would open the plots on April 2 and they would be available from dawn to dusk. He noted that it would be a first come first serve for residents only the first week and that the program would be run consistent with the Village Garden Plot program.

Executive Director Bostrom explained that there would be no power equipment or sprinklers allowed. Commissioner K. Evans asked about the fencing and Executive Director Bostrom noted that staff could determine rules for fencing. Two-foot height was discussed.

Commissioner R. Evans asked when the district would know about the grant and Comm Rep Dressler said it might be within 30 days. Commissioner R. Evans asked about future budgets and Executive Director Bostrom explained that the primary cost would be the initial set up of the walkway and water source; after that it was a matter of preparing the soil. Commissioner R. Evans asked if the district would be addressing the asphalt path if there were no gardens and it was noted that the path was to make the area ADA accessible.

Comm Rep Wittkamp asked if fencing had to be removed each year and it was noted that it would need to come down each fall.

Comm Rep Neel asked about a perimeter fence and Executive Director Bostrom noted that there would not be any perimeter fence and wood chips would provide walking space between ground plots; the asphalt path would be to the ADA planters.

Comm Rep Dressler volunteered her husband's plumbing services for the labor to establish the water supply.

Comm Rep Wittkamp asked if security of the gardens would be a problem and it was noted that it was not anticipated.

Comm Rep Snyder asked if there was a list of items that could be grown and it was noted that there was.

Chairman Kinnane asked about the number of plots per household and it was noted that if there were unused plots, households could request additional plots.

Comm Rep Neel noted that the ADA planters were much smaller in space and asked if there was a different pricing and Executive Director Bostrom noted that staff could look into that. He also explained that staff was working with the Village on the water connection and charge for the water.

President Kaplan noted that a two-foot fence would not keep many animals out. Executive Director Bostrom noted that staff would check with the Village on their policy.

Comm Rep Henderson asked about monitoring individual water usage and Executive Director Bostrom noted that the district would not be doing that; but would watch for cases of over use.

Chairman Kinnane asked about the herbicides and Executive Director Bostrom noted that that was addressed in the rules.

Comm Rep Neel made a motion, seconded by Comm Rep Dressler to recommend the board approve the proposed community gardens as depicted on the conceptual plan as well as the proposed operating guidelines. If the NAR grant is not secured, the committee recommends an additional \$5,000 be included in the 2018 budget to fully fund the overall anticipated expenses for the first phase of the project. The park board approval of the proposed garden plots would be contingent upon the Village's approval of the proposed community garden plots. The committee also recommended that the lease for Chino Park with the Village be extended for an additional 20 years. The motion carried by voice vote.

B. Rec, Fac & Golf Report and 3Q2017 Goals/M17-110:

Director Kies reviewed the report commending Director Buczkowski on the outstanding job he did overseeing the PSSWC Shower project.

He also commended Ice Operations as the U14 Girls Hockey was number one in the country. He also noted that the Doggie Carnival had 120+ dogs and their Snap Chat for the event had 900+ hits.

Commissioner R. Evans asked where Recreation was going with the dog programming and Director Kies explained that they were keeping an eye on Bo's Run to make sure they could accommodate all participants but felt Freedom Run had plenty of room to grow.

Commissioner McGinn asked about the losses for the 50+ Membership and Director Kies reminded everyone of the many changes made to the space, policy and the new 50+ Program Manager. He also noted that the district was beginning to see a return of past participants.

Comm Rep Neel asked about activities for 50+ over the winter and Director Kies said they were bringing enhancements to the program that would include events in the winter months.

Director Bechtold reviewed the Report reminding the committee of the Turkey Shoot on November 4 and the Winter Fest and Breakfast with Santa in December.

He also explained that BPC had partnered with GroupGolf.com and sold 4-somes at \$25 of which BPC received 75%. He explained that they sold 1,486 passes for golf that could only be redeemed this fall and next spring and BPC would see \$27,862. He also explained that BPC had been open over the weekend when Hilldale and Schaumburg had been closed because of the rain.

Commissioner R. Evans asked about the GroupGolf.com and it was noted that they were selling a usable certificate for future dates versus actually booking a tee time at the time of sale.

Comm Rep Neel made a motion, seconded by Comm Rep Wittkamp to send the Rec, Fac., Golf Report M17-110 and the 3Q2017 Goals to the Board as presented. The motion carried by voice vote.

7. Committee Member Comments:

Comm Rep Dressler said she was excited to have her Mother's tree planted next Friday.

Comm Rep Neel said her Cub Scout troop had participated in the wild flower seed collection and they did it annually.

Comm Rep Henderson commended the staff on the work for the Community Gardens.

Commissioner R. Evans congratulated Comm Rep Friedman on the Best of the Best for Volunteers. He reminded everyone of the Turkey Shoot.

Comm Rep Wittkamp said the 50+ side was looking good.

Chairman Kinnane congratulated the U14 Girls Hockey and the Ice Area on the PDRMA review. He also gave a shout out to Mrs. Pollak and the STAR program that his children attend for being such an asset to the program.

8. Adjournment:

Commissioner R. Evans made a motion, seconded by Com Rep Snyder to adjourn the meeting at 8:23 p.m. The motion carried by voice vote.

Respectfully submitted,

Dean R. Bostrom
Secretary

Peg Kusmierski
Recording Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF HOFFMAN ESTATES AND
THE HOFFMAN ESTATES PARK DISTRICT
GOVERNING THE LEASE OF CHINO PARK**

THIS AGREEMENT, entered into this ___ day of _____, 2017, and pursuant to Article VII, Section 10 of the Constitution of the State of Illinois (Ill. Const. Art. VII, §10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et. seq.*), is by and between the Village of Hoffman Estates, Cook County, Illinois (the “Village”), and the Hoffman Estates Park District, Cook County, Illinois (the “Park District”). The Village and the Park District may hereinafter be referred to individually as a “Party” and jointly as the “Parties”.

WHEREAS, the Village is a home rule unit of local government established and governed by the Illinois Constitution and Municipal Code, 65 ILCS 5/1-1-1, *et. seq.*; and

WHEREAS, the Park District is a unit of local government established and governed by the Illinois Park District Code, 70 ILCS 1205/1-1, *et. seq.*; and

WHEREAS, the Village and the Park District are empowered to agree to cooperate and share each Party’s statutory powers under both the Illinois Constitution, Article VII, Section 10, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et. seq.*; and

WHEREAS, Section 11-76-1 of the Illinois Municipal Code, 65 ILCS 5/11-76-1, provides that a municipality shall have the power to lease out real estate that it owns for any term not exceeding 99 years; and

WHEREAS, Section 8-16 of the Illinois Park District Code, 70 ILCS 1205/8-16, provides that each park district shall have the power to lease real estate for any term not to exceed 99 years and to improve same in such manner as may be required for corporate purposes; and

WHEREAS, the Village is the owner of certain real property commonly known as Chino Park, and legally described in Exhibit A hereto (the “Property”); and

WHEREAS, the Village desires, and by a three-fourths supermajority deems it to be in the best interest of its residents, to lease the Property to the Park District for a term of 20 years for the Park District to develop for use as a public park in accordance with terms agreed to by the Parties and stated herein; and

WHEREAS, all required public notices of the Parties’ intent have been published in the manner required by law; and

WHEREAS, the Parties desire to cooperate in providing quality park land and facilities to benefit their mutual residents, communities and taxpayers.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, it is hereby agreed by and between the Parties as follows:

1. The above recitals are hereby incorporated as if expressly stated herein. It is the Parties' intent for this Agreement to be interpreted, enforced and applied to the greatest extent permitted by law to advance the purposes so described in the recitals.
2. The Village agrees to lease to the Park District and the Park District agrees to lease from the Village the Property for a period of 20 years from the date that this Agreement is executed by the Parties. The Parties, by mutual written agreement, can extend the lease for an additional 20 year period.
3. During the term of this lease, the Park District shall operate and maintain the Property as a public park for the benefit of all Park District and Village residents.
4. The name of the Property shall be "Chino Park", which shall remain the same throughout the term of the lease.
5. Except as otherwise modified by the terms and conditions stated herein, the Park District may conduct any and all recreational programs and activities on the Property that the Park District, in its sole discretion, designates.
6. Except as otherwise modified by the terms and conditions stated herein, the Park District may design, develop and make any and all improvements to the Property in furtherance of its recreational programs and activities, and at its expense, at such time that it deems appropriate and when funding is available; provided, however, that the design and redevelopment plans and specifications for any buildings or structures intended to attach to the Property for six months or more shall be submitted to the Village for approval pursuant to Village Code. The Park District fully intends to pursue alternative funding including available local, state, and federal grant programs to secure funding necessary to complete redevelopment plans.
7. Any buildings, structures and equipment constructed and installed by the Park District on the Property (the "Improvements") shall not be considered fixtures but shall remain the personal property of the Park District, notwithstanding the same may be attached to the Property. The Improvements may be removed by the Park District, at its expense, from the Property during or following termination of the lease; provided that if the Park District elects to remove the Improvements, the Property shall be restored to its original condition, normal wear and tear and seasonal changes excepted; and provided further that if the Park District does not elect to remove the Improvements within 180 days

of the termination of the lease, the Improvements shall become property of the Village on an as-is, where-is condition and the Park District shall cooperate with the Village to sign any documents to evidence such conveyance.

8. The Park District shall maintain the Property and any improvements thereto in accordance with the Park District's then current maintenance standards and shall be responsible for all maintenance expenses.

9. The Park District may install park identification signage on the Property consistent with the then existing Park District identification sign standards, without first seeking Village approval.

10. The Park District agrees that no athletic field lighting will be installed on the Property.

11. Provided that the Park District performs all its obligations under this Agreement, the Village covenants and agrees the Park District shall peaceably and quietly hold and enjoy the Property and the rights and privileges granted in this Agreement for the term demised without hindrance or interference by Village or anyone who may make claims through the Village. The Village shall, at all times during the term of this lease, or any extension thereof, defend the Park District in the peaceful use and occupation of the Property by the Park District pursuant to the terms of this Agreement.

12. The Park District may issue permits for the exclusive use of designated portions of the Property, may provide standards for the issuance and priority of such permits, and may charge permit fees in accordance with the permit fee schedule in effect at the time the permit is issued, all at its sole discretion and as permitted by law; provided, however, that the Park District shall grant athletic field use permits, if requested, to those not-for-profit organizations to which the Village issued athletic field use permits in the past as long as the organization continues to secure an athletic field use permit annually from the Park District.

13. Park District permit use fees assessed to individuals, organizations, businesses, or governmental entities with the Park District jurisdictional boundaries for the exclusive use of facilities or for restricting public access to the Property shall be the same fees for individuals, organizations, businesses, or governmental entities with the Village's jurisdictional boundaries as so long as the Village resident, organization, business or governmental entity informs the Park District of their residency within the Village. The Park District shall extend the current 25% resident not-for-profit discount on permit use fees assessed to all qualifying organizations.

14. To the fullest extent permitted by law, each Party (the "Indemnitor") to this Agreement shall protect, indemnify, save, defend and hold harmless the other Party, including its officers, officials, agents, volunteers and employees (the "Indemnitees"), from and against any and all Claims, as defined herein, to which the Indemnitees may become obligated by reason of any accident, bodily injury or death of persons, or loss or damage to tangible property, arising directly or indirectly in connection with, or under, or as a result of this Agreement, but only to the extent caused in whole or in part by any negligent or wrongful act or omission of the Indemnitor, or its officers, officials, agents, volunteers and employees. The Indemnitor, its insurance company, self-insurance pool or similar entity shall be allowed to raise on behalf of the Indemnitees any and all defenses, under statute or common law, to such claim or action which the Indemnitees might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 845 ILCS 10/1-101, *et. seq.* (1991). For the purpose of this Agreement, "Claims" means any and all liabilities, obligations, damages, penalties, causes of action, costs and expenses (including reasonable attorney, paralegal and other legal fees and costs).

15. Each Party shall keep in force at all times during the term of the lease Commercial General Liability Insurance specifically including bodily injury, personal injury and property damage coverage with limits of not less than \$3,000,000 per occurrence, written on an occurrence basis and at all times naming the other Party, including its officers, officials, employees, volunteers and agents, as additional insured; provided, however, that for any Claim the principle insurance for that Claim shall be the insurance carried by the Indemnitor, as defined in Section 14, or the Party whose act or omission gave rise to the Claim, with any insurance carried by the Indemnitees or other Party to be deemed secondary and in excess thereto. The insurance requirements set forth above may be satisfied by either Party by showing evidence of such coverage through conventional insurance or membership in an intergovernmental self-insurance pool; provided that each Party annually must demonstrate evidence of such coverage by furnishing to the other Party certificates of such insurance and coverage as required herein, including a 90-day notice of cancellation or reduction in limits. The policy and coverage shall also include a contractual liability clause.

16. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity, who is not a Party to

this Agreement, or to acknowledge, establish or impose any duty to any third party. Any allocation of responsibilities or duties herein described is strictly for the administrative convenience of the Parties and shall not be construed to amend the Parties' respective duties, in law or in equity, as they relate to third parties.

17. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter herein and supersedes all prior or contemporaneous agreements and understandings, whether oral or written, of the Parties in connection therewith. No modification of this Agreement shall be effective unless made in writing, signed by both Parties, and dated after the date hereof.

18. Notices shall be provided to the following:

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

If to the Park District: Executive Director
Hoffman Estates Park District
1685 W. Higgins Road
Hoffman Estates, IL 60169

19. Any other prior agreements between the Parties regarding Chino Park are hereby voided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

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

HOFFMAN ESTATES PARK DISTRICT
1685 W. Higgins Road
Hoffman Estates, IL 60169

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request by MR ACE, LLC dba Hoffman Estates Ace, for approval of an Incentive Agreement for the Ace Hardware store in the Crossroads Commons Shopping Center

MEETING DATE: December 11, 2017

COMMITTEE: Planning, Building & Zoning

FROM: Kevin Kramer/Mark Koplin

REQUEST: Request by MR ACE, LLC dba Hoffman Estates Ace, for approval of an Incentive Agreement for the Ace Hardware store in the Crossroads Commons Shopping Center.

BACKGROUND: Since Ace Hardware closed its doors on Algonquin Road a number of years ago, a hardware store has been the most requested retailer by residents to bring back into town. Staff has worked with the shopping center owner, Jagmohan Jayara (Chander Badani Mata, LLC), and through the joint efforts, a hardware store opened this past August. Opening the new neighborhood Ace was contingent on a Cook County Class 7C property tax reduction (for 5 years) to offset the high Cook County taxes for retail. This was approved by the Village Board a year ago and then subsequently by Cook County. The new hardware store also requested a sales tax incentive, and staff indicated every incentive would be considered and evaluated. The formal request was sent in July, but actions were delayed while efforts to open the store took precedence.

PROPOSAL: After the 7C classification was approved, the shopping center owner signed Ace Hardware to a 10 year lease with the understanding that the Village would consider a sales tax incentive to offset the remodeling costs, start-up costs, and lower sales in the initial years as the business grows.

Many neighborhood hardware stores have closed throughout Chicagoland and the country. The big box home improvement stores have absorbed much of the market which makes it difficult for traditional hardware stores with high taxes, high rents, high overhead, and low margins to compete. In spite of the obstacles, Ace did open in the India House/Crossroads Plaza a few months ago. The startup costs and rent (market rate for a high volume intersection) present additional obstacles for the owner. The proposed sales tax rebate would offset these costs as the business goes through start up to stabilization.

PROPOSAL: (Continued)

Justification follows:

1. Taxes in Cook County are higher than the surrounding counties for commercial and has historically been a reason why small shops like Ace or True Value have not opened in Hoffman Estates. The 7C classification addresses this issue for the first 5 years.
2. While Ace corporate approved this site as the “hole in the donut” of home improvement stores, the big box stores still dominate this area and run more efficiently. Therefore they are able to make more of a profit with higher sales than a boutique hardware store like Ace. Thus the margins for succeeding here are thinner.
3. Attracting a new hardware store has been a goal of the Village Board for many years. The circumstances are unique and does not set a precedence for other retailers only doing \$1.5 million in sales to ask for a rebate incentive to stay open.
4. But for this incentive (which was discussed from the very beginning), this Ace will not likely stay open more than a couple years.
5. Prior to the Ace filling space at this prominent location, the site stood vacant for two years.
6. This is a larger space than Ace would normally take so their gross rent is higher, but it was not cost effective to split the space.

FINANCIAL IMPACT:

The draft Incentive Agreement (attached) includes the standard language used in previous agreements. The term of this agreement would be for ten years, starting in January 2018, with an end date of December 31, 2027. The rebate is capped by the yearly percentage (shown in the draft agreement) and the ten year term. As sales fluctuate from year to year, the amount of the incentive will go up or down. The Village will not front any portion of the incentive and will keep the net sales taxes after the incentive is paid out each year.

RECOMMENDATION:

Approval of a request by MR ACE, LLC dba Hoffman Estates Ace, for an Incentive Agreement for the Ace Hardware store in the Crossroads Commons Shopping Center.

Attachment

cc: Jagmohan Jayara
Mike Patel
Rushi Shah

MR ACE, LLC DBA Hoffman Estates Ace Hardware
675 W. Golf Road
Hoffman Estates, IL 60169



December 7, 2017

Kevin Kramer, CECD, Director of Economic Development
Village of Hoffman Estates
1900 Hassell Road,
Hoffman Estates, IL 60169

RE: Sales Tax Rebate for 10 years for the Hoffman Estates Ace Hardware Store

Dear Mr. Kramer,

As per our conversations leading up the planning, upcoming opening, development, budgeting, and financing of the Hoffman Estates ACE Hardware store, we originally requested to approve us for a 2% sales tax rebate on total sales for 10 years. After careful deliberations and negotiations with the staff of the village of Hoffman Estates we agreed to a revised structure that gives the ownership a rebate up to a total of 50% of all sales tax collected by the village.

Here's the agreed upon structure:

Ace Hardware (Crossroads Plaza)								
12/5/2017								
Version 2								
Year	Estimated Sales *	Estimated Muni. Sales		% of Sales Tax to be rebated to retailer	Projected Annual rebate to retailer**		NET REVENUE PER YEAR TO VHE	
2018	\$900,000	\$18,000		100%	\$18,000		\$0	
2019	\$1,000,000	\$20,000		75%	\$15,000		\$5,000	
2020	\$1,250,000	\$25,000		75%	\$18,750		\$6,250	
2021	\$1,500,000	\$30,000		50%	\$15,000		\$15,000	
2022	\$1,750,000	\$35,000		50%	\$17,500		\$17,500	
2023	\$1,750,000	\$35,000		40%	\$14,000		\$21,000	
2024	\$1,750,000	\$35,000		30%	\$10,500		\$24,500	
2025	\$1,750,000	\$35,000		25%	\$8,750		\$26,250	
2026	\$1,750,000	\$35,000		25%	\$8,750		\$26,250	
2027	\$1,750,000	\$35,000		25%	\$8,750		\$26,250	
10 years ROI analysis		\$303,000		50%	\$135,000		\$168,000	
						ratio:	1.244	over 10 years
						(total revenues)	Ace : VoHE	
* Sales estimates provided by Ace operator								
** Rebate amount not guaranteed. Rebate will be calculated with the fixed percentage and the actual Annual Sales (not Projected Annual Sales).								

As you have already seen that our unwavering commitment and support to the community is the reason why we are opening an Ace Hardware in the Village of Hoffman Estates. As retail is transitioning to online and margins are shrinking, it is very hard to open a brand new store and operate it as a going concern even after the property tax break received. Our budget needs our occupancy costs to be less than 10% of sales, however, we are at close to 20% of sales. Without the sales tax rebate, we will lose money for years.

As a central amenity to the community and to show support, we will work with all village departments to provide corporate accounts for any hardware and supply needs. We are working very hard to recruit and retain local village residents as employees of the store to show our commitment. We want the store to be a central amenity for the village residents.

Our basic sales projections is between \$900,000 to \$1,750,000. We need this sales tax rebate to make this project feasible; we strongly urge that the village grants us the sales tax rebate for 10 years. We look forward to working with the Village to make this a mutually beneficial addition to the Village of Hoffman Estates. Please contact us if there are any questions.

Sincerely,

Mike Patel and Rushi Shah

Owners of Hoffman Estates Ace Hardware

**COST RECOVERY AGREEMENT
BETWEEN THE VILLAGE OF HOFFMAN ESTATES
AND MR ACE, LLC, D/B/A HOFFMAN ESTATES ACE**

This Agreement is entered into this ____ day of _____ 2017, by and between the Village of Hoffman Estates, an Illinois municipal corporation ("Village") and MR ACE, LLC dba Hoffman Estates Ace ("Ace").

WITNESSETH:

WHEREAS, MR ACE, LLC, an Illinois company, d/b/a Hoffman Estates Ace, opened for business on August 8, 2017 in the formerly vacant space commonly known as 675 W Golf Road in the Village of Hoffman Estates bearing PIN 07-16-200-030-0000 ("Property"); and

WHEREAS, it has been a long standing Village Board goal to attract a hardware store to the Village; and

WHEREAS, the Village supported an application by the owner of the Property to receive a property tax classification which would reduce property taxes for five years in order to pass those savings on to Ace. The request was approved by the Cook County Board on March 30, 2017; and

WHEREAS, Ace has requested Village assistance in the form of certain Municipal Sales Tax revenue rebate to further offset high county taxes combined with comparatively low sales volumes by hardware stores; and

WHEREAS, the Property was vacant for more than two years; and

WHEREAS, it is anticipated that Ace will generate over \$900,000 per full calendar year in sales in the first year and up to \$1.75 million per full calendar year in sales on average after 5-6 years (Exhibit A); and

WHEREAS, Ace will create employment opportunities within the Village; and

WHEREAS, development of the Property will diversify and strengthen the commercial sector of the Village; and

WHEREAS, the expansion of the tax base and infusion of money into the local economy are public benefits for which the expenditure of funds is proper; and

WHEREAS, after full consideration of all planning, development, economic, fiscal and land use issues affecting the use and development of the Property, it is in the best interest of the Village to enter into the Agreement; and

WHEREAS, to facilitate the opening and ongoing operations of Ace, the Village commits to payment to Ace of the amounts attributable to unique circumstances herein provided; and

WHEREAS, absent participation by the Village pursuant to this Agreement, the store would not have opened within the Village.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, agreements, covenants, and undertakings set forth herein, the parties hereto agree as follows:

1. Incorporation of Preambles. The parties hereby adopt the recitals contained in the preambles as provisions of this Agreement and find the same to be true and correct.

2. Definitions.

A. Municipal Sales Tax or Municipal Sales Tax Revenue. For the purposes of this Agreement, the use of terms "Municipal Sales Tax" or "Municipal Sales Tax Revenue" shall mean any and all Retailers Occupation Taxes, Retailers Service Occupation Taxes, Retailers Use Tax, Retailers Service Use Tax, the Home Rule Municipal Service Occupation Tax, or any other "sales tax" or successor tax that may be enacted by the State of Illinois or any governmental agency or body created under the laws of the State of Illinois and located within the State of Illinois which the Village is able to verify by reference to the documents described in Section 4, *infra*, hereinafter being assessed, accruing or arising as a result of and received by the Village from the State of Illinois or such other governmental agency or body created as aforesaid. As of the execution hereof, the Municipal Sales Tax Revenue received by the Village is composed of one percent (1%) of general merchandise sales as part of the Retailers' Occupation Tax and one percent (1%) of general merchandise sales under the Home Rule Sales Tax.

3. Economic Incentives.

A. Ace Representation. Ace represents, warrants, and covenants that it will comply in all respects with all codes and regulations affecting its business as well as the tax codes.

B. Economic Incentive. Commencing upon January 1, 2018, the Village agrees to pay an economic incentive to Ace, as set forth below ("Economic Incentive"). The Economic Incentive, consisting of Municipal Sales Tax generated by Ace at the store located on the Property, shall range from 100% in 2018, to 25% of Municipal Sales Tax in 2027, as shown below, while the store is in operation. The amount of the Economic Incentive payable to Ace is set forth below and made a part hereof. Ace shall receive the Economic Incentive until the end of the tenth (10th) Revenue Year after commencement (2027). Any payments due Ace pursuant to this Agreement shall be reduced by an amount equal to collection fees incurred by the Village or other applicable governmental agency or body, for collection of Sales Tax. Payment Amounts due Ace pursuant to this Agreement will also be reduced by any money Ace owes the Village.

Hoffman Estates Ace Hardware

2018	100% of Municipal Sales Tax
2019	75% of Municipal Sales Tax
2020	75% of Municipal Sales Tax
2021	50% of Municipal Sales Tax
2022	50% of Municipal Sales Tax
2023	40% of Municipal Sales Tax
2024	30% of Municipal Sales Tax
2025	25% of Municipal Sales Tax
2026	25% of Municipal Sales Tax
2027	25% of Municipal Sales Tax

C. Payment. Within ninety (90) days after the end of the calendar year, the Village shall pay the applicable Economic Incentive to Ace pursuant to the above for the previous twelve (12) month period (January 1 through December 31). No amounts payable hereunder shall be due or paid until the Municipal Sales Tax net of collection and processing costs are received by the Village.

D. Cease of Operations. Ace agrees that if at any time within three (3) years of the final payment to Ace, Ace shall permanently cease business operations on the Property for any reason other than condemnation, casualty or force majeure, then Ace shall be liable for and shall refund to the Village any and all monies theretofore received pursuant to this Agreement.

E. Site Plan. It is agreed that the zoning district for the Property permits the intended use described in this Agreement for a retail hardware store and that Ace shall comply with all applicable zoning and site plan development regulations during their tenure at the Property while complying with all applicable federal, state, county, and local laws and ordinances, including all applicable federal and state standards and regulations.

F. Recordation. The Village will record this agreement with the Cook County Recorder of Deeds after approval and execution by the Parties and Subordination by any current lienholders, if any.

4. No Guarantee. The parties acknowledge and agree that none of the terms, conditions, or provisions of this Agreement shall be construed, deemed, or interpreted as a guarantee that the Village will receive any Municipal Sales Tax as a result of the operation of the development on the Property.

5. Casualty/Extension of Payment Term. Provided Ace is not in default hereunder, the Village shall continue to make any and all disbursement during any period of force majeure referred to hereinabove to which Ace would otherwise be entitled hereunder for said period.

6. Default Remedies. Except as otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any terms or conditions by any party hereto, such party shall, upon written notice from the non-defaulting party, proceed promptly to cure or remedy

such default or breach within sixty (60) days after receipt of such notice. If the default or breach is not remedied within said sixty (60) days, the parties may proceed with any remedies they may have. In case any action hereunder is not taken or not diligently pursued or the default or breach be cured or remedies within the above periods, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach. No waiver made by any party with respect to any specific default by any other party under this Agreement shall be construed as a waiver of rights with respect to any other default by the defaulting party under this Agreement or with respect to the particular default except to the extent specifically waived in writing or otherwise prohibited by law.

7. Entire Agreement. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between Ace and the Village relative to the subject matter hereof.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

9. Notices. Any notice, request, demand, or other communication made in connection with this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered to the persons identified below in person, via email, or by courier service or five (5) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Village:

Village of Hoffman Estates
Attn: Village Manager
1900 Hassell Road
Hoffman Estates, IL 60169
Jim.Norris@HoffmanEstates.org

Village of Hoffman Estates
Attn: Village Clerk
1900 Hassell Road
Hoffman Estates, IL 60169
Bev.Romanoff@HoffmanEstates.org

If to Ace:

MR ACE, LLC
Attn: Mike Patel
675 West Golf Road
Hoffman Estates, IL 60169
Mike@HoffmanEstatesAce.com

MR ACE, LLC
Attn: Rushi Shah
675 West Golf Road
Hoffman Estates, IL 60169
rshah@conloncapital.com

10. No Third Party Beneficiaries. Nothing in this Agreement shall create, or be construed to create, any third party beneficiary rights in any person or entity not a signatory to this Agreement.

11. Severability. If any provision, condition, covenant, or other clause, sentence, or phrase of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised and the invalidity thereof shall not affect any other provision, condition, covenant, or other clause, sentence, or phrase contained herein.

12. Representations, Warranties, and Covenants.

A. Ace represents, warrants, and covenants, as of the date of this Agreement, and throughout the term of this Agreement, as follows:

(1) Ace is duly organized and validly existing and is qualified to do business in Illinois.

(2) Ace has the right, power, and authority to enter into, execute, deliver, and perform this Agreement.

(3) The execution, delivery, and performance by Ace of this Agreement has been duly authorized by all necessary action, and does not and will not violate their Operating Agreements or Articles of Organization as amended and supplemented, or constitute a breach of default under or require any third party consent under any agreement, instrument, or documents to which Ace is a party or by which Ace is now or may become bound.

B. The Village of Hoffman Estates, an Illinois municipal corporation, represents, warrants, and covenants, as of the date of this Agreement as follows:

(1) It is "home rule unit" pursuant to Article VII, Section 6, of the Illinois Constitution of 1970.

(2) It has the right, power, and authority to enter into, execute, deliver, and perform this Agreement.

13. Limited Liability of Corporate Authorities. The parties hereto acknowledge and agree that the individuals who are members of the corporate authority of the Village are entering into this Agreement in their corporate capacities and shall have no personal liability.

14. Term of Agreement. The term of this Agreement shall be from January 1, 2018 to December 31, 2027.

15. Assignability. This Agreement shall not be assigned to any other party.

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

VILLAGE OF HOFFMAN ESTATES
An Illinois Municipal Corporation

MR ACE, LLC
An Illinois Limited Liability Company

By: _____
Name: William D. McLeod
Title: Village President

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Name: Bev Romanoff
Title: Village Clerk

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

DRAFT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William D. McLeod, personally known to me to be the President of the Village of Hoffman Estates, Cook County, Illinois, and Bev Romanoff, personally known to me to be the Clerk of the Village of Hoffman Estates, Cook County, Illinois, and personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Clerk of said Village of Hoffman Estates, caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2017.

Notary Public

DRAFT

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____, personally known to me to be
the _____ of MR ACE, LLC, an Illinois Limited Liability Company, and
personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and severally acknowledged that as such officer
he/she signed said instrument as his/her free and voluntary act, and as the free and voluntary act
and deed of said MR ACE, LLC, an Illinois Limited Liability Company, as
_____ of such limited partnership, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2017.

Notary Public

DRAFT

EXHIBIT A

Ace Hardware (Crossroads Plaza)

Year	Estimated Sales*	Estimated Muni. Sales Tax Revenue to VHE (2%)	% of Sales Tax to be rebated to retailer	Projected annual rebate to retailer**	NET REVENUE PER YEAR TO VHE
2018	\$900,000	\$18,000	100%	\$18,000	\$0
2019	\$1,000,000	\$20,000	75%	\$15,000	\$5,000
2020	\$1,250,000	\$25,000	75%	\$18,750	\$6,250
2021	\$1,500,000	\$30,000	50%	\$15,000	\$15,000
2022	\$1,750,000	\$35,000	50%	\$17,500	\$17,500
2023	\$1,750,000	\$35,000	40%	\$14,000	\$21,000
2024	\$1,750,000	\$35,000	30%	\$10,500	\$24,500
2025	\$1,750,000	\$35,000	25%	\$8,750	\$26,250
2026	\$1,750,000	\$35,000	25%	\$8,750	\$26,250
2027	\$1,750,000	\$35,000	25%	\$8,750	\$26,250
10 years ROI analysis		\$303,000	50%	\$135,000	\$168,000
Ratio:					1.244
(total revenues)					over 10 years
					Ace: VHE

* Sales estimates provided by Ace operator.

** Rebate amount not guaranteed. Rebate will be calculated with the fixed percentage and the actual Annual Sales (not Projected Annual Sales).

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of an amendment to the Purchase and Sale Agreement with SVAP Hoffman Plaza IV, L.P. for the sale of 75-85 East Golf Road, retroactive to December 6, 2017

MEETING DATE: December 11, 2017

COMMITTEE: Planning, Building and Zoning

FROM: Mark Koplin/Kevin Kramer/Patti Cross

REQUEST: Request approval of an amendment to the Purchase and Sale Agreement with SVAP Hoffman Plaza IV, L.P. for the sale of 75-85 East Golf Road, retroactive to December 6, 2017.

BACKGROUND: The Village acquired the two properties in November 2012, and approved a Purchase and Sale Agreement in October 2017, that sets forth the terms, conditions, and timing of the conveyance to Sterling for 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.

DISCUSSION: The attached amendment to the Purchase and Sale Agreement for 75-85 East Golf Road requests a 60 day extension to two of the dates in the agreement. Sterling requests a 60 day extension to the Inspection Period, which currently expires on December 14, 2017. The new date would be February 13, 2018. Sterling also requests a similar extension to the Closing Date which is now "no more than 190 days from the Effective Date". This would push closing back to no later than June 25, 2018.

Sterling requests (see attached letter) these extensions to coincide with their development timeline, and more importantly, the likely dates for project approvals. Sterling will submit plans for the proposed development of the former Burger King and Shell sites, along with a couple outlots next to Burlington, in January. They will submit plans for 75-85 Golf Road at the same time. The site plan review process will take 2-3 months, but the more critical timeframe is with IDOT for access and curb cuts and with MWRD for stormwater permits. They would like to have approvals no later than in May to allow for their lender to approve the closing, and then for construction to start thereafter, with completion by November. Leasing efforts are already underway with two commitments for the Roselle/Higgins corner. With Golf Road frontage, leasing for 75-85 should also be successful.

All of the other terms and conditions in the original Purchase and Sale Agreement remain unchanged.

RECOMMENDATION:

Approval of an amendment to the Purchase and Sale Agreement with SVAP Hoffman Plaza IV, L.P. for the sale of 75-85 East Golf Road, retroactive to December 6, 2017.

Attachment

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

SVAP Hoffman Plaza IV, L.P.
340 Royal Poinciana Way, Suite 316
Palm Beach, Florida 33480

December 6, 2017

Via Email

Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169

Re: Purchase and Sale Agreement [75 and 85 E. Golf Road Properties], effective as of October 16, 2017 (the "PSA"), between SVAP Hoffman Plaza IV, L.P. ("Purchaser") and Village of Hoffman Estates ("Seller")¹

Ladies and Gentlemen:

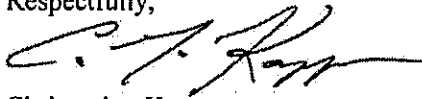
As you are aware, we are requesting an extension to the Purchase and Sale Agreement referenced above. Please allow this letter to detail the nature of our request.

We are requesting an extend the Inspection Period to allow us to complete the necessary due diligence, including finalizing the pre-application review with the Village, prior to exiting the Inspection Period. The additional time will allow us to complete our review of due diligence material.

Our request to extend out the Closing date is intended to align our contract schedule with the anticipated approvals schedule and funding coordination with our lender. As discussed, our lender will require that we secure the necessary approvals to begin construction before funding our closing proceeds. Based on the preliminary schedule discussed, we do not anticipate receiving necessary approvals for on-site construction until mid-May 2018. Assuming the actual approval schedule coincides with the anticipated schedule, this would allow us approximately thirty (30) days to structure financing and close with our lender. Additionally, if we are able to close prior to June 25, 2018, we will accelerate the closing by providing fifteen (15) days prior written notice.

We appreciate your consideration with this matter. Please let us know should you have any questions or concerns.

Respectfully,



Christopher Kapper
Development Manager

¹ Capitalized terms used herein without definition shall have the respective meanings set forth in the PSA.

SVAP Hoffman Plaza IV, L.P.
340 Royal Poinciana Way, Suite 316
Palm Beach, Florida 33480

December 6, 2017

Via Email

Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169

Re: Purchase and Sale Agreement [75 and 85 E. Golf Road Properties], effective as of October 16, 2017 (the "PSA"), between SVAP Hoffman Plaza IV, L.P. ("Purchaser") and Village of Hoffman Estates ("Seller")¹

Ladies and Gentlemen:

As you are aware, under Section 15(M) of the PSA, the Inspection Period is presently scheduled to expire on December 15, 2017. Purchaser has requested and Seller has agreed to extend the Inspection Period for a period of sixty (60) days through February 13, 2018. Accordingly, the Inspection Period is hereby extended through February 13, 2018.

As you are also aware, under Section 6 of the PSA, the Closing is presently scheduled to take place within ten (10) days after the later of (i) the last day of the Inspection Period or (ii) the date on which Site Plan Approval is attained, but no later than one hundred ninety (190) days after the Effective Date of the PSA. However, Purchaser has requested and Seller has agreed to extend the date for Closing under Section 6 of the PSA through June 25, 2018. Accordingly, Section 6 of the PSA is hereby amended as follows:

"6. Closing. The Closing of the purchase and sale (the "Closing") shall take place on June 25, 2018, unless otherwise mutually agreed by Seller and Purchaser; provided, however, Purchaser may elect to accelerate the Closing to an earlier date selected by Purchaser upon not less than fifteen (15) days' prior written notice to Seller 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 on or before June 25, 2018 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."

As you are also aware, under Sections 15(B) and 15(P) of the PSA, the PSA will terminate if the Closing does not occur within one hundred ninety (190) days of the Effective Date. Accordingly, in order to accommodate an extension of the Closing Date through June 25, 2018, Sections 15(B) and

¹ Capitalized terms used herein without definition shall have the respective meanings set forth in the PSA.

15(P) of the PSA are hereby amended by deleting the phrase “within one hundred ninety (190) days” and substituting the phrase “on or before June 25, 2018”.

Purchaser acknowledges and agrees that the Site Plan Approval Period, as such term is defined in Section 15(N) of the PSA, will not be affected by the foregoing provisions of this letter agreement.

Except as modified hereby, the PSA remains in full force and effect in accordance with its terms. This letter agreement may be transmitted electronically in PDF format and may be executed in multiple counterparts, each of which shall be deemed to constitute an original and all of which, taken together, shall constitute one and the same instrument.

[signature page follows]

Sincerely Yours,

PURCHASER:

SVAP HOFFMAN PLAZA IV, L.P., a Delaware
limited partnership

By: SVAP Hoffman Plaza IV GP, LLC, a
Delaware limited liability, its General Partner

By: SVAP GP, LLC, a Delaware limited
liability company, its Manager

By: _____

Name: _____

Its: _____

Acknowledged and Agreed:

SELLER:

VILLAGE OF HOFFMAN ESTATES,
a municipal corporation

By: _____

Name: _____

Its: _____

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval for a contract extension for elevator inspection and plan review services to Elevator Inspection Service Co., Inc. of Burr Ridge, IL

MEETING DATE: December 11, 2017

COMMITTEE: Planning, Building and Zoning

FROM: Peter Gugliotta/Ryan Johnson

REQUEST: Request approval for a contract extension for elevator inspection and plan review services to Elevator Inspection Service Co., Inc., of Burr Ridge, IL.

BACKGROUND: In accordance with the State's Elevator Safety and Regulation Act, the Village is responsible for semi-annual inspections of 250 conveyance devices across the Village. Since 1978, Hoffman Estates, like most other Chicagoland municipalities, has contracted with a third party company to deliver these specialized inspections and elevator plan review services.

In 2014, pursuant to a Request For Proposal (RFP) the Village awarded a three year contract to Elevator Inspection Service (EIS). At the time, a comparison between EIS and the Village's prior contractor (Thompson Elevator Service) revealed that EIS had lower rates for inspections and tests, and based upon a review of references, comparable service quality. The Village's contract with EIS has reached the end of its three year term.

DISCUSSION: The Village has commonly entered into three or five year contracts with elevator inspection companies. However, staff has learned there may have been recent changes in the regional market for inspection services, and it is desirable to undergo another RFP process in 2018. Therefore, staff recommends a one year extension of the current contract to allow for reevaluation of the market in 2018. EIS has provided the attached proposed contract renewal document offering to extend the current terms with no changes for one year.

During the past three years, EIS has performed at an acceptable level and fees assessed to business have been lower than previously. EIS uses inspectors with proper technical knowledge and they properly enforce the State Code. However, staff has determined that any new contract should contain more specific reporting standards and expectations to avoid some minor issues that have arisen with communications. These items can be addressed in the new RFP process.

FINANCIAL IMPACT:

There will be no negative fiscal impact to the Village since the rates charged are reimbursed by the private owner of the elevator.

RECOMMENDATION:

Approval for a contract extension for elevator inspection and plan review services to Elevator Inspection Service Co., Inc., of Burr Ridge, IL.

Attachment

cc: John Annoreno (Elevator Inspection Services Co., Inc.)

**Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169**

Renewal of Elevator Inspection Service Agreement

CONTRACT RENEWAL TERM: One (1) Year
EFFECTIVE DATE: November 23, 2017
PROJECT: Elevator Inspection Service Agreement
CONTRACTOR: Elevator Inspection Service Co., Inc.
DESCRIPTION: Renewal of existing Elevator Inspection Service Agreement, as amended
CHANGE IN CONTRACT PRICE: None
RENEWAL OPTIONS: Two (2) additional one (1) year terms, option must be exercised by Village within thirty (30) days prior to end of then-current contract term
AMENDMENT TO CONTRACT: Deleting "Attorneys Fees" provision in its entirety

APPROVED:

Village of Hoffman Estates

By _____
Village President

Date _____

Print Name

ACCEPTED:

Elevator Inspection Service Co., Inc.

By _____

Its _____

Date _____

Print Name



ELEVATOR INSPECTION SERVICES COMPANY INC.
EST. 1978

SERVICE CONTRACT

TO:

Mr. Ray Norton
Building Official
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169

DATE:

November 23, 2014

email:

raymond.norton@hoffmanestates.org
Phone: 847-781-2638
Fax: 847-781-2658

CONTRACT #:

TCG-090114

BUILDING LOCATIONS:

Hoffman Estates, Illinois

RE: ELEVATOR INSPECTION and PLAN REVIEW CONTRACT

Contract for Services:

Elevator Inspection Services Company, Inc., (hereafter referred to as EIS) as an independent contractor, shall provide the services of inspection for all vertical transport conveyances operating within the legal jurisdictional boundaries of the Village of Hoffman Estates and any additional services as hereinafter set forth. It is to be understood that repeated reference to the equipment mentioned throughout this document is "conveyance". In the interest of reducing word duplicity the reference to "unit" shall mean the same as "conveyance".

Service Provided:

Our standard service includes the following:

- EIS inspectors are State licensed, QEI certified, bringing experienced expertise directly from the elevator industry.
- An Account Manager will be assigned to you offering "One Point of Contact" for scheduling, billing and code information.
- All inspections will be performed in accordance with ASME A17.1 standards by our Illinois licensed Q.E.I certified inspector. EIS conducted inspections will comply with the State of Illinois Public Act 096-0054.
- A copy of the inspection report will be left at location and a second copy mailed with the invoice. EIS will provide code mandated or client requested inspections, execute proper follow-up verification with filing of the necessary documentation, and finalize the inspection cycle with a client report. When suitable, we will furnish custom reports as mandated by local authorities.

Inspection Fees for Village Owned Conveyances:

Plan Review and Approval: NO and 00/100 Dollars (\$00.00)

Provide plan review and approval based on prints submitted.



ELEVATOR INSPECTION SERVICES COMPANY INC.
EST. 1976

Acceptance Inspection and Certification: NO and 00/100 Dollars (\$00.00)

EIS will provide initial acceptance inspection and certification of a new or modernized unit. In the event an acceptance inspection should fail, the elevator contractor will be billed for our services, not the Village of Hoffman Estates.

Semi-Annual Inspections: NO and 00/100 Dollars (\$00.00) per unit.

This service will consist of semi-annual inspections of all units as described in paragraph one [above] and accessory equipment in accordance with ASME A17.1. A written report will be sent to you after each inspection stating any code violation(s) or hazardous condition(s).

Code Compliance Re-Inspections: NO and 00/100 Dollars (\$00.00)

A thirty (30) day re-inspection will be scheduled for all conveyances which "failed" an initial inspection to ensure previously cited code violations were corrected.

Test Witnessing Fees

Village Owned Conveyances

Hydraulic Elevator Pressure Relief Test.....	\$ 75.00
Traction Elevator No-Load Test.....	112.50
Traction Elevator 5-Year Full Load Test.....	175.00
Category 5 Escalator Skirt Indexing.....	60.00 per hour (minimum 4 hours)

Inspection Fees for Non-Village Owned Conveyances

Plan reviews (new or modernized elevator).....	\$ 40.00
Semi-annual inspections.....	25.00
Re-inspections.....	20.00
Acceptance Inspection (new or modernized elevator).....	50.00

Test Witnessing Fees

Non-Village Owned Conveyances

Hydraulic Elevator Pressure Relief Test.....	\$ 150.00
Traction Elevator No-Load Test.....	225.00
Traction Elevator 5-Year Full Load Test.....	350.00
Category 5 Escalator Skirt Indexing.....	150.00 per hour (minimum 4 hours)

In summary, this contract provides the Village of Hoffman Estates a 100% discount for all stated inspection and re-inspection procedures for Village owned conveyances netting a No Charge service. Additionally, a 50% discount for all test witnessing services of elevators and a 60% discount for escalator skirt indexing.

Re-Inspection:

A State of Illinois required, thirty (30) day re-inspection is scheduled for each unit reported as "failed" during the initial inspection. All "failed" conveyances will be re-inspected at \$00.00 for each re-inspection of Village owned unit. Re-inspections of Non-Village owned units will be charged at \$20.00 per re-inspection. That in the event an inspection by EIS discloses a code violation, the obligation to remedy/repair said violation in a timely manner shall be the sole and exclusive responsibility of the building owner/manager as referred to in the municipality's furnished data base. Accordingly, said building owner / manager agrees to hold harmless



ELEVATOR INSPECTION SERVICES COMPANY INC.
EST. 1996

and indemnify EIS from any and all liability and/or controversy(ies) relating to non performance by the building owner/manager relative to the remedy/repair of said violation(s) and for any subsequent re-inspection(s) by EIS which is/are deterred due to the building owner/manager's non performance as stated herein.

Terms and Conditions:

This Inspection contract is for three (3) years commencing on **November 23, 2014**. This contract may be cancelled or modified by either party upon thirty (30) days written notice delivered by certified United States Mail. Any addendum(s) to the contract pursuant to the commencement date shall be effective when the update is executed by all parties.

Invoices will follow within thirty (30) days of completed inspection. Terms: Net thirty (30) days from date of invoice. (Approval certificates may be generated by our office at **One dollar (\$1.00)** each providing the Village of Hoffman Estates furnishes pre-printed Certificates Blanks to EIS). It is understood that the Village is a signed participating community in the Illinois Elevator Safety Program Agreement.

It is agreed that Elevator Inspection Services Company, Inc. shall not be liable for any loss or damage by any cause beyond EIS' reasonable control. In any event, EIS shall not be liable for consequential damages, or reasonably foreseeable damages arising from an accident occurring between the initial inspection and the re-inspection.

Insurance Requirements:

Elevator Inspection Services Inc. shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Coverage shall maintain limits no less than \$1,000,000 for Commercial General Liability, \$1,000,000 for Business Automobile Liability, and Workers' Compensation and Employers' Liability of \$1,000,000 per accident.

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

Successors and Assigns:

The Owner, managers and EIS respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents as referred to herein. Except as provided in this Agreement, neither party shall assign the Contract as a whole without written consent of the other. If the owner and/or managers attempt to make such an assignment without such consent they shall nevertheless remain legally responsible for all obligations under the Contract.

Rights, Remedies & Waivers:

Duties and obligations imposed by the this Agreement and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act by the Owner, manager, or agent thereof shall constitute a



waiver of a right or duty afforded them under this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

In the event the enforcement of the terms of this Contract are litigated in a court of competent jurisdiction, the owner, manager or agent(s) thereof do each hereby knowingly and voluntarily waive the right to a jury trial against EIS or any other third party(ies) action or counter claim(s) relative to the terms, provisions and/or obligations as described within this Contract. Said waiver to the right to trial by jury by each of the parties as stated herein is done so with sufficient awareness of the relevant circumstances and consequences of doing so.

In the event that any provision of this Contract should be held to be void, voidable or unenforceable, the remaining portions of said Contract shall remain in full force and effect. Except as expressly provided to the contrary herein, all provisions of this Contract shall survive all performances hereunder.

Modifications:

This Agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this Agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all the parties. This Agreement replaces and supersedes all prior written and oral agreements between the parties.

Attorneys Fees:

In the event that any action, suit litigation or other legal proceeding is instituted to remedy, present or obtain relief from a breach of this Contract, the prevailing party shall recover all of said party's cost and reasonable attorney's fees incurred in each and every such action, suit, litigation and/or proceeding.

Legal Jurisdiction:

The rights and duties arising under this Contract shall be governed by the laws of the State of Illinois.

Acceptance:

I/we agree to the terms and conditions as stated and set forth in this Contract and further state that the signatory as affixed hereto is duly authorized to execute this Contract.

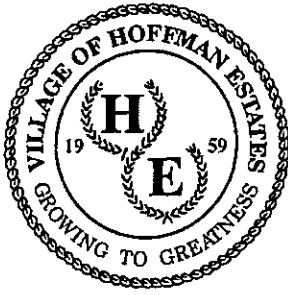
Accepted by: William D. McLeod Date November 3, 2014

Title: Village President

Elevator Inspection Services Company Inc.

Accepted by: Sharon Gray Date October 21, 2014

Title: Director Business Development



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

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

December 11, 2017

PLANNING AND ZONING COMMISSION MEETINGS

November 15, 2017 Meeting

- BP Gas Station (New Owner), 4665 Hoffman Blvd – Special Use (**APPROVED**)
- Devonshire Woods - Site plan for new individual home and plat of consolidation on Lots 25 & 26 (**APPROVED**)
- 2061-2071 N. Barrington Road, Stonegate Retail Building – Site plan amendment for Jimmy John's with a second drive thru on the site and sign variations (**DENIED**)

December 6, 2017 Meeting

- Canceled due to petitioner's request for continuance.

December 20, 2017 Upcoming Meeting

- Stonegate Tollway Billboards, east end of Pembroke Ave – Special use extension
- The Assembly, 2570 Hassell Rd – Master Sign Plan for new ground sign including LED message center
- Bright Hope Assembly Space, 2060-2080 Stonington Ave – Special use amendment to extend parking lot expansion
- Marathon Gas Station, 798 Bode Road – Special use for new gas station owner

January 3, 2018 Upcoming Meeting

- Community Baptist Church, 695 Illinois Blvd – Special use for new church (previously Summitview Church)

CURRENT ACTIVE PROJECT REVIEWS

- Hoffman Plaza, Roselle & Higgins - site plan amendment for phase 2 of redevelopment
- 75/85 Golf Road – site plan for new retail building (associated with Hoffman Plaza)
- Buona Beef, Barrington Square Town Center – Site Plan for new building located further west on the property
- 635 Lakeview – Plat of consolidation for demolition of existing home and building 2 new homes
- Huntington 90 – Plat of dedication and site plan for Eagle Way extension
- Level 10, 2495 Pembroke – Site plan amendment for parking lot expansion
- 1885 Jennifer Lane, Moon Lake Village Condos – Site Plan review for parking lot and lighting changes
- 125 W Higgins Road – Extension of special use for temporary vehicle storage
- Silesia Flavors, 5250 Prairie Stone Pkwy – Site Plan Amendment for building addition and parking lot expansion
- Grand Sports, 2350 Hassell Rd. – Special Use & Site Plan Amendment for remodeling, increased occupancy, etc.

POTENTIAL UPCOMING PROJECTS

- 2354 - 2360 Hassell Rd. Offices – Site plan amendment for retail uses sidewalks, landscaping and other site changes
- 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
- Aldi, 375 W Higgins Rd. – Site plan amendment for building expansion and site changes
- 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 upgrade site changes
- 5334 Sears Parkway, Bright Horizons – Special use amendment and sign variations
- Huntington 90 – Site plan for new office/industrial building

GENERAL ACTIVITIES

- Peter Gugliotta participated in a Planning Law webinar on Sign Regulations.
- The Planning Division processed 0 FOIAs during November.

Site Plan Review Process	November		4th Quarter		Year to Date	
Number of administrative site plan cases completed	1	50% completed	2	66% completed	11	55% completed
Number of PZC site plan cases completed	1	administratively	1	administratively	9	administratively
Annual goal is to complete at least 65% of site plan cases through administrative review process						

Site Plan Review Timing	November		4th Quarter		Year to Date	
Number of cases processed within 105 days	2	100% completed	3	100% completed	20	100% completed
		within 105 days		within 105 days		within 105 days
Annual goal is to complete 100% of cases within 105 days						

Coordinating Planning & Code Efforts	November	4th Quarter	Year to Date	Year Target
Number of staff coordination meetings held	4	9	47	48

Economic Development Information Items	November	4th Quarter	Year to Date	Year Target
Number of visithoffman.com listings updated	2	5	22	100% updated within 5 days
Average number of Village signs in rotation on electronic Tollway sign	2	2	2	100% of time at least 2 signs in rotation
New digital signs produced for Tollway sign	0	1	6	6

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

- The Village awaits final approval on its 2017 Annual Action Plan, submitted to HUD in August. The Village expects \$238,373 in CDBG funds for Program Year 2017, which runs from October 1, 2017 to September 30, 2018.
- Staff is completing the Consolidated Annual Performance and Evaluation Report (CAPER) to summarize accomplishments during the 2016 program year. The report will be posted to the website, and a public hearing is planned for late December. The report will be submitted to HUD in time to meet the December 30, 2017 deadline.
- North West Housing Partnership (NWHP), acting as the Village’s subrecipient, completed a \$25,000 single family rehabilitation (SFR) project for a Hoffman Estates resident through the use of a 0% interest, CDBG-funded loan. The project was completed at the end of November, and CDBG reimbursement will be drawn in December. This is the 3rd SFR project completed during calendar year 2017. Several more SFR projects are in progress.
- An SFR loan issued in 2010 in the amount of \$19,813 was returned to the Village. This “Program Income” can be used for future CDBG activities.
- CMAP representatives informed the Village and over 20 other regional CDBG entitlement entities that the agency no longer plans to function as a contractor to produce a regional Assessment of Fair Housing (AFH). CMAP staff cited increasingly burdensome HUD regulations and continued delays in the agreement approval process among the regional participants. The Village Board had approved the AFH agreements on November 6th.

The information below is for the 2017 CDBG Program Year (October 1, 2017 through September 30, 2018):

CDBG Expenditures and Reporting Ratio	November	1st Quarter*	Year to Date	Current Reporting Ratio
	\$0	\$0	\$0	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	November	1st Quarter*	Year to Date	Year Target
Rehabilitation Projects completed	1	1	1	5
Housing & related issues education pieces released	0	0	0	5

*The 1st quarter of a CDBG Program Year runs from October 1 through December 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 PG

December 2017

GENERAL ACTIVITIES

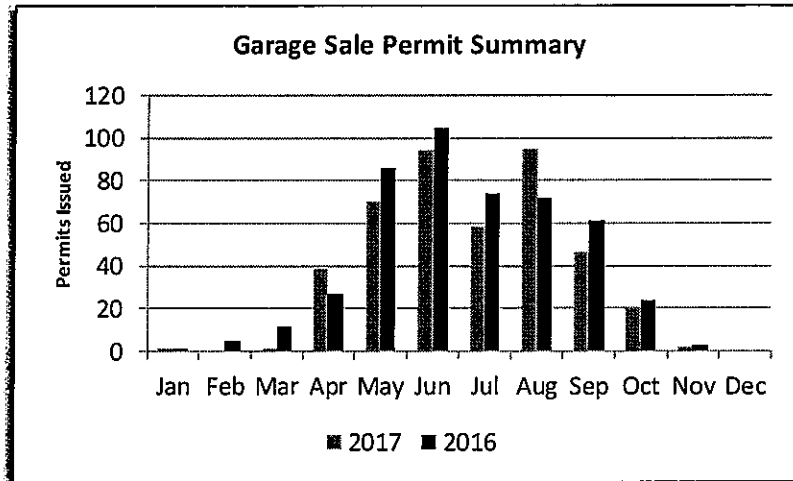
- On November 2, 2017, Jeff Mattes & Craig Solick attended the NWBOCA Fall School training session on Inspector Skills in Schaumburg.
- On November 9, 2017, Ray Norton, Tim Meyer, Tony Knuth & Alex Zaborowski attended the NWBOCA Fall School training session on Right Sizing of HVAC Systems in Schaumburg.
- On November 16, 2017, Jeff Mattes, Ray Norton, Tim Meyer & John Shogren attended the NWBOCA Fall School training session on Swimming Pools & Electrical Codes in Schaumburg.
- On November 27, 2017, David Banaszynski attended an NWMC meeting in Arlington Heights.
- On November 27, 2017, David Banaszynski attended an IEHA budget meeting in Bloomington.
- On November 30, 2017, John Shogren attended a four hour continuing education class on General Water Systems & Basic Water Treatment Technologies in Rolling Meadows.
- Code Enforcement processed a total of 38 Freedom of Information Act requests related to building and code issues during the month of November.
- The Code Division is working to streamline the process for tracking and documenting annual fire inspections performed by the Division.
- Construction activity has continued at a steady pace through November.
- There are a total of 41 new single family homes currently under construction throughout the Village, primarily in Devonshire Woods Estates,

RENTAL HOUSING LICENSE AND INSPECTION PROGRAM

- There are currently 2,190 rental properties registered.
- Annual renewal notices were mailed on November 24th with a deadline for renewing of January 12, 2018. As was offered last year, owners are encouraged to use the online payment option to conveniently submit their application fee. Last year almost half of all rental owners used the online option to renew.
- Staff continues to pursue registration of new rental properties recently through property maintenance complaints, water billing account changes, and other means as time permits.

Garage Sales

Year	2017	2016
Jan	1	1
Feb	0	5
Mar	1	12
Apr	39	27
May	70	86
Jun	94	105
Jul	58	74
Aug	95	72
Sep	46	61
Oct	20	24
Nov	2	3
Dec	0	0
Total	426	470

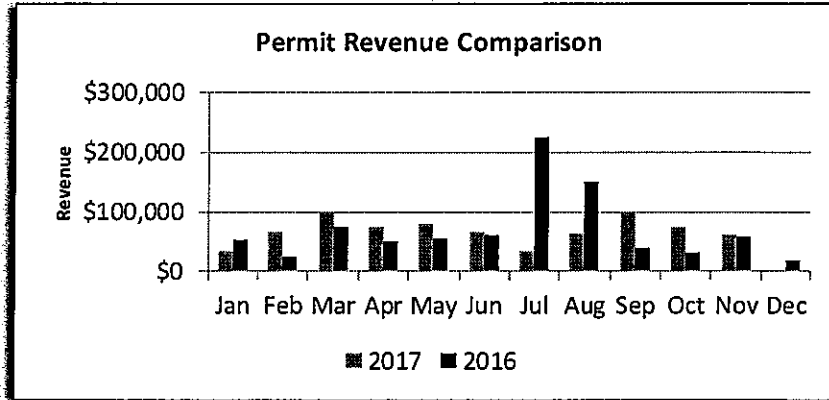


2017 Building and Fire Permits Issued

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	4	11	0	78	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	2	1	0	15	12
Driveways	0	3	11	18	46	38	30	52	41	39	8	0	286	264
Electrical	0	3	1	2	3	2	3	3	3	2	4	0	26	35
Fences	0	5	15	24	33	40	20	22	23	12	9	0	203	210
Mechanical	15	19	10	12	15	32	18	20	16	17	29	0	203	220
Miscellaneous Permits	23	27	41	34	50	71	42	49	41	58	33	0	469	539
Multi-Family Remodeling	0	2	0	3	1	0	0	0	0	3	1	0	10	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	23	25	0	244	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	9	6	0	199	192
Residential Garages	0	0	0	0	0	0	1	1	1	3	1	0	7	3
Residential Remodeling	13	18	13	26	18	20	14	19	21	20	20	0	202	168
Residential Sheds	1	1	1	6	4	7	9	5	8	4	2	0	48	45
Roofs/Siding	7	15	20	50	65	86	66	141	184	125	83	0	842	713
Signs	2	9	7	5	6	10	9	6	3	11	4	0	72	104
New Single Family Residences	1	5	4	6	5	3	0	6	9	6	8	0	53	30
Fire Permits														
Automatic Fire Alarms	2	5	7	4	3	4	4	6	2	4	2	0	43	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	2	0	5	26
Automatic Sprinklers	12	6	6	11	11	2	7	5	33	5	4	0	102	112
Lock Boxes	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	2	0	41	13
2017 Total	100	163	177	259	330	390	273	407	470	347	255	0	3171	
2016 Total	115	129	243	354	344	406	312	341	267	259	282	132		3184

Permit Revenue

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	\$73,442	\$30,925
Nov	\$60,428	\$56,610
Dec	\$0	\$16,776
Total	\$745,259	\$833,666



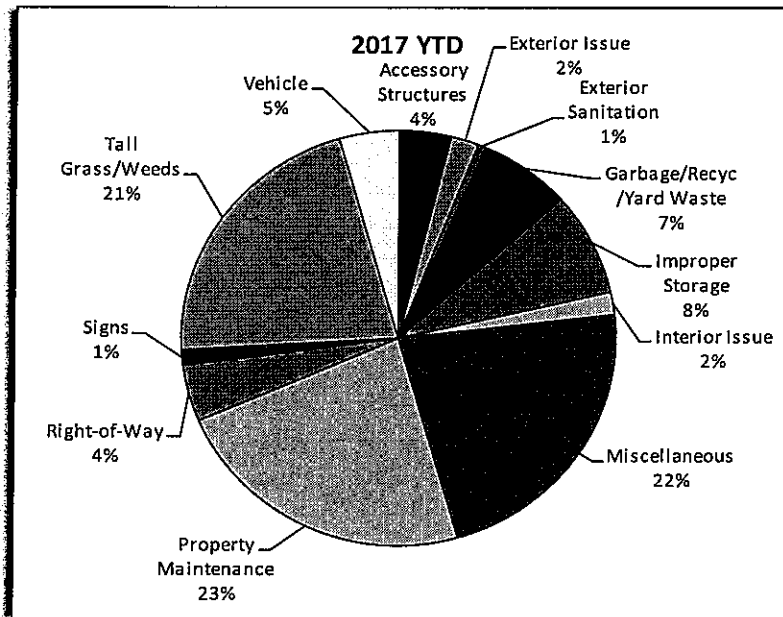
2017 Budget: \$650,000

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

Building Permit Processing Performance	November	4th Quarter	Year to Date	Year Target
Percentage of permits entered in computer within 24 hours of submittal	96%	95%	96%	95% within 24 hours
Percentage of permit plan reviews completed within 10 business days	95%	94%	95%	95% within 10 days
Percentage of final permits processed within 48 hours of plan approval	95%	94%	95%	90% within 48 hours

2017 Property Maintenance Summary Report

Violation	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2017 YTD	2016 Total
Accessory Structures	2	1	8	10	4	5	6	4	2	4	0	0	46	55
Exterior Issue	1	4	4	1	2	2	1	1	4	1	4	0	25	48
Exterior Sanitation	1	0	2	0	1	0	1	1	1	0	0	0	7	23
Garbage/Recyc/Yard Waste	5	8	3	4	13	18	11	7	5	4	4	0	82	125
Improper Storage	7	25	2	5	13	10	7	8	9	8	3	0	97	172
Interior Issue	2	5	4	1	0	3	1	2	0	3	0	0	21	10
Miscellaneous	14	15	56	21	25	30	31	35	16	17	8	0	268	289
Property Maintenance	15	10	14	31	46	58	27	37	18	6	14	0	276	233
Right-of-Way	0	0	2	3	6	10	14	11	3	3	1	0	53	115
Signs	4	0	1	1	0	1	2	1	0	1	3	0	14	43
Tall Grass/Weeds	0	0	0	17	129	43	38	18	9	3	0	0	257	469
Vehicle	2	2	6	3	4	7	6	5	5	5	9	0	54	55
2017 Total	53	70	102	97	243	187	145	130	72	55	46	0	1200	
2016 Total	67	63	60	92	258	250	153	215	190	91	107	91		1637



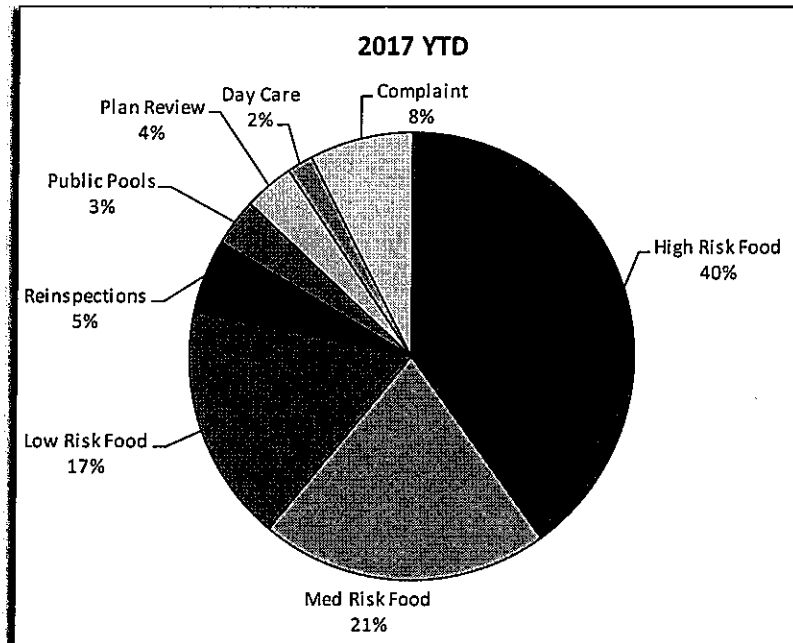
2017 Citations Issued

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
73	79	106	67	107	157	93	102	99	79	52	0	1014

Inspection Services Performance	November	4th Quarter	Year to Date	Year Target
Percentage of property maintenance inspections completed within 24 hours of notice	94%	93%	95%	95% within 24 hr. notice

2017 Environmental Health Inspection Report

Activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
High Risk Food	44	34	1	1	21	50	5	1	35	39	2	0	233
Med Risk Food	3	1	42	34	1	0	0	0	0	1	40	0	122
Low Risk Food	3	1	0	2	2	3	30	54	4	1	0	0	100
Reinspections	1	0	2	2	7	2	3	2	5	1	6	0	31
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	2	1	0	21
Day Care	0	0	4	3	0	0	0	0	0	0	4	0	11
Complaint	1	2	1	2	6	8	6	6	3	4	5	0	44
Total	52	40	51	48	52	65	47	71	50	48	58	0	582



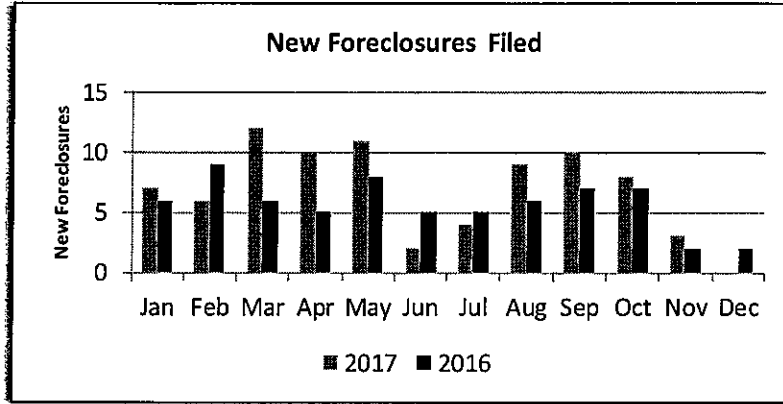
Food establishments are divided into the risk categories of high, moderate or low, and planned inspections are performed three, two, or one time each year respectively. A high risk establishment presents a high relative risk of causing foodborne illness based on the large number of food handling operations 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	November	4th Quarter	Year to Date	Year Target
Percentage of annual food health inspections completed	8.8%	17.3%	94.8%*	100% of total

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

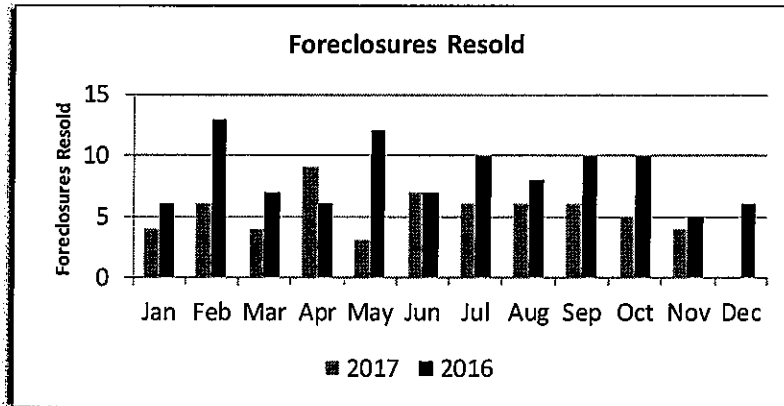
New Foreclosures Filed

Year	2017	2016
Jan	7	6
Feb	6	9
Mar	12	6
Apr	10	5
May	11	8
Jun	2	5
Jul	4	5
Aug	9	6
Sep	10	7
Oct	8	7
Nov	3	2
Dec	0	2
Total	82	68



Foreclosures Resold

Year	2017	2016
Jan	4	6
Feb	6	13
Mar	4	7
Apr	9	6
May	3	12
Jun	7	7
Jul	6	10
Aug	6	8
Sep	6	10
Oct	5	10
Nov	4	5
Dec	0	6
Total	60	100



ECONOMIC DEVELOPMENT & TOURISM MONTHLY REPORT



DECEMBER 2017

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. Attended the Beer, Brats and Beethoven event on November 9th. Upcoming events include a theater event on February 23rd as well as a possible speaker in March.
- Staff continued to attend meetings regarding the formation of Next Level Northwest. Applications are being distributed to potential companies and the organization is still looking for coaches and mentors. Economic Development staff will be taking a more active role in leading the organization until an Executive Director can be hired.
- Developed a recommendation and presentation regarding the 59-90 Entertainment District signage project. Began working with Quantum Sign Corporation.
- Staff continued to work on developing a new www.VisitHoffman.com website which will be mobile responsive, clean, fresh and cost-effective.
- After meeting with the owner of the Hoffman Estates Beer Garden to close out the season Staff began drafting a new agreement for next year.
- Continued working on sale and lease agreements for old Station 24 to sell the station for development purposes while leasing some space back until another storage building can be constructed.
- Staff met with the landlord and owners of the Hoffman Estates Ace to discuss the terms of a sales tax rebate agreement. Staff revised the agreement and will work with legal to bring a draft to Planning, Building and Zoning Committee for discussion and consideration.
- Discussed the implementation of Laserfiche and its application to the Development Services department in several meetings.
- Attended the:
 - Monthly Membership Committee meeting of the Chamber of Commerce
 - Monthly board meeting of the Chamber of Commerce
 - Monthly board and design team meetings of Next Level Northwest
 - Quarterly IDEA and DECO conference call

Office/Industrial

- Staff attempted to set up visits to companies but did not formally conduct any BRE visits this month.
- Attended several meetings with a manufacturing company and land developer looking to build a new North American Headquarters near the Barrington Road interchange.
- Attended a gathering of economic development professionals to encourage the growth of GCAMP to other communities and companies.

Retail - ICSC

- Continued preparations for and attended ICSC Deal Making New York from December 5-7, 2017. Staff focused on targeting east coast developers who may be looking to move into the Midwest with a particular focus on larger developers to consider the former AT&T property and larger tracts of land in Prairie Stone. Staff will evaluate the benefit of the show and the quality of the walk-up traffic since this is the Village's first time attending this show.
- Staff continued to spend several hours working on various committee items for ICSC events from the P3 committee to the NextGen committee to planning a January event for the Illinois State Committee.
- Received approval from ICSC for a P3 event so staff is in charge of quickly putting together an event with keynote speakers, panel members, roundtables and a networking reception for March 22nd in Rosemont.

Tourism

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

- This year's booth featured the SCA and utilized Windy City Bulls tent as a crowd stopper. Arena provided awesome ice blocks (plastic) to enhance our display and highlight the Cirque on Ice CRYSTAL shows. Arena provided 8 tickets that we gave away during the event (great draw - busy booth). Event generated over 1,000 attendees this year. Upon conclusion, we received the email database of all registered attendees (primarily event and meeting planners) which we then circulated to our hotels, Park District, Chamber, and SCA.



MIDLANDS WRESTLING TOURNAMENT - DECEMBER 28-31, 2017 - SCA

- Provided direct contacts for transient inquiries to participating Village hotels in an effort to fill remaining rooms. Called all Universities that had registered for the event but had not reserved team room blocks. Working with event organizers to reserve officials and staff rooms for this prestigious event. Provided links for Village Dining Guide, maps, and west side restaurant management emails to Universities and event organizers.

Tourism (Cont.)

ILLINOIS RECREATIONAL CHEERLEADING ASSOCIATION (IRCA) - DECEMBER 1-3, 2017 - SCA

- Despite IRCA moving host hotel to Holiday Inn Elgin and not registering Village hotels as preferred, called teams that historically stayed in Village hotels to encourage them to book our properties. Able to track 100 room nights that stayed in Village hotels as a result. Typically, we captured 300 room nights that were subject to a \$10 rebate per room night. This year, Village hotels that received teams did NOT have to pay rebates.

1&1 WEBSITE - TEMPORARY REPLACEMENT FOR TOURISM WEBSITE - www.visithoffman.com

- Working with Economic Development Director for final additions and formatting. The completed new Tourism website is now under review prior to publishing. New site appeals to event, conference, and sporting tournament planners by including sporting field recaps, specific diagrams, photos, and floor plans of the many facilities available in our Village.

STARS OF TOMORROW BASKETBALL TOURNAMENT - AAU - DECEMBER 16-18, 2017 - PRAIRIE STONE FITNESS CENTER

- Provided hotel listings, Dining Guide, maps, and contact listings to assist first time Basketball Tournament event that will draw 50+ teams and over 500 players to our area.

FIVB - US VOLLEYBALL ASSOCIATION - JUNE 2018 - SCA

- Solicited opportunity to create fan/family room blocks at Village hotels (Chicago Marriott NW is host hotel where teams are staying).

MEETINGS/ACTIVITIES

- Provided hotel listing, dining, recreational, entertainment and transportation guides to TRUMPF.
- Toured and provided top/targeted account detail information to new Hyatt Place sales manager.
- After securing free booth at Daily Herald Hospitality Expo - convinced Saddle Room to participate in Chamber Bon Appétit.
- Met with Culvers regarding lighting and signage requests.
- Met with new sales manager at Elgin Area CVB (Northern Fox River Valley).
- Met with sports market sales manager from MEET Chicago NW CVB,
- Met with general managers at Village golf courses to discuss golf themed activities for Celtic Fest.
- Met with new Medieval Times sales team to discuss attracting spring break middle school tour groups to Village hotels.
- Provided contacts to Hoffman Estates Redhawks for corporate sponsorship for kids facing financial hardship.

MEETINGS/ACTIVITIES (Cont.)

- Circulated Hoffman Estates High School wrestling team's appeal for funds for food and warm clothing for team members facing financial hardship.
- Provided hotel contacts to Health and Human Services to assist in finding housing for displaced families.
- Circulated appeal for volunteers to assist in wrapping gifts for this year's Shop with a Cop event.
- Attended Celtic Fest meeting.
- Attended Senior Commission meeting.
- Visited bakeries and Village grocers to assist Senior Commission in finding affordable desserts for December bingo event.
- Attended Harvest luncheon.



Kevin Kramer, Director of Economic Development



Linda Scheck, Director of Tourism & Business Retention