



AGENDA
PLANNING, BUILDING AND ZONING COMMITTEE
Village of Hoffman Estates
April 13, 2009

Immediately Following the Transportation & Road Improvement Committee

Members: **Gary Pilafas, Chairperson**
 Karen Mills, Vice Chairperson
 Ray Kincaid

I. Roll Call

II. Approval of Minutes - March 5, 2009 (*Special Meeting*)
 March 9, 2009

NEW BUSINESS

1. Request by Sears Centre Arena to extend and amend the conditions of approval for outdoor events held on the Sears Centre Arena site.
2. Request by Sutton Crossing for approval of an Escrow Agreement between parties, including the Village, with interests in the properties adjacent to the traffic signal on Route 59 between Higgins Road and Hoffman Boulevard.
3. Discussion regarding the Chicago Metropolitan Agency for Planning's (CMAP) draft Developments of Regional Importance (DRI) process.
4. Discussion regarding a summary update to the 2007 Comprehensive Plan.
5. Request authorization for an EDA Contract for traffic signal design for Higgins Road/Prairie Stone Parkway intersection in an amount not to exceed \$70,587.
6. Request authorization to award a contract for elevator inspections and plan review for the Village of Hoffman Estates to Thompson Elevator Inspection Service, Inc., Mt. Prospect, IL.
7. Request acceptance of Department of Development Services monthly report for Planning Division.
8. Request acceptance of Department of Development Services monthly report for Code Enforcement Division.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

**SPECIAL PLANNING, BUILDING & ZONING
COMMITTEE MEETING MINUTES**

March 5, 2009

I. Roll Call

Members in Attendance:

**Gary Pilafas, Chairperson
Karen Mills, Vice Chairperson
Ray Kincaid, Trustee**

**Other Corporate Authorities
in Attendance:**

**Trustee Cary Collins
Trustee Jackie Green
Trustee Anna Newell
Mayor William McLeod**

**Management Team Members
in Attendance:**

**James Norris, Village Manager
Dan O'Malley, Deputy Village Manager
Mark Koplun, Asst. Vlg. Mgr., Dev. Services
Mike Hankey, Director of Transportation
Pete Gugliotta, Director of Planning
Gary Skoog, Economic Development Director
Jim Donohue, Planner
Bev Romanoff, Village Clerk**

Others in Attendance

Reporters from Chicago Tribune

The Planning, Building and Zoning Committee meeting was called to order at 7:35 p.m.

NEW BUSINESS

- 1. Discussion regarding potential changes to the development approvals for the northwest corner of Shoe Factory Road and Beverly Road.**

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

Trustee Pilafas told the group assembled that staff would be making a presentation and then the audience would have an opportunity to ask questions. He asked that comments be kept brief and specific to this development only.

Pete Gugliotta provided a presentation regarding the potential changes to the development approvals and provided some background information as well. He stated that the developer has noted that the formal request will likely include an amendment to allow Phase 2 construction to begin in advance of the Shoe Factory Road construction beginning. The 2005 Agreement includes specific requirements that the road construction must be before any development can begin on Phase 2 residential or commercial. The owner of the commercial property has marketed the 32 acres for retail and other commercial development. Plans were created for a neighborhood retail shopping center with outlots. The developer has indicated that due to the limited population surrounding the site and other new retail centers in the area, it is not possible now to find retail or office users for the entire 32 acre site. The current plan consists of approximately 16 acres of commercial development. The developer will seek an amendment to the land use approvals for approximately half of the property to allow two multi-story senior

housing buildings. This is not a permitted use by the commercial zoning on the property and would require an amendment to the 2005 Agreement for this property. With the senior housing, the developer would include office or medical office uses on approximately 3.5 acres at the southern end of the property. The senior housing would occupy 9 acres. The Village has previously indicated that senior housing facilities place a significant demand on emergency medical services.

Pete Gugliotta indicated that in 2002 the Village conducted a survey of residents in the western portion of the Village. The survey indicated a high desire for restaurants, grocery store, gas station, cleaners and other convenience retail uses. Since the survey was completed, more than 1,000 new homes have been built in the western area. Various discussions with retail brokers, developers, marketing professionals and large and small companies have occurred with the Village. Several factors indicate that it is very unlikely that the subject property could support any more than a neighborhood retail center of approximately 15 acres in size.

Trustee Collins indicated that the Board is sensitive to the needs of the residents in the western area and the Board is doing everything it can to attract retail to this area. He talked about the idea of a farmer's market as early as this summer that the residents can use.

At this time, several residents spoke and a synopsis of their comments follow:

Malik Parkash, 1851 Hampshire, stated that he would like commercial before assisted living. He stated that the Village should put pressure on Ryland to build more homes. Mr. Norris stated that the Village has no control over where developers get funding.

Michael Colpack, 1804 Eaton, stated that he wants to protect the value of his property and would like to see something built that will increase home values and commercial/retail will help. Mayor McLeod agreed that commercial must be built first.

Scott Gibrich, 1850 Nicholson, stated that a hardware store is needed. He also stated that the park is close to his home and garbage is not picked up in the park area. He asked if services such as Police, Public Works, etc. would be increased with commercial being added.

Art Fumarolo 5365 Fox Path, stated that no more medical/office uses are needed and inquired about the number of stories for the proposed senior facility. Trustee Pilafas indicated that it would be 3 stories and 300 beds.

Ms. Tihinen 2025 Bridlewood, indicated that a gas station is really needed and would like to see a Trader Joe's. Mayor McLeod stated that staff has talked with Trader Joe's and they do not believe that the area fits "their mold". Jim Norris stated that the Village has spoken with several hardware stores and they have all indicated they are not doing any more corporate stores and are having "franchisee" stores only.

Allison Hertz, 5789 Acorn, stated that she would like a farmer's market. She indicated a concern for the senior facility being a 9 minute drive from St. Alexius.

Ahmer Roman, 2301 Edgartown, stated that he is concerned with property values and is not interested in assisted living. He liked the idea of more homes versus something the residents don't want.

Samuel Turner, 1321 Bison, stated that he does not want a senior facility.

Craig Bernacki, 5836 Leeds, stated that he does not see a negative with senior living center.

Nadine Roach, 1415 Mallard, stated that a survey was done regarding what people in the area wanted. At that time, 88% of the people responding wanted a type of upscale town center where residents could gather, shop, etc. and she believes that is still necessary and would like to see this type of development.

Ms. Kokosinski, 1800 Nicholson, stated that she did not want any subsidized housing and Mr. Norris stated that the zoning is for senior/congregate care.

Casey, Leopardo Construction, 5200 Prairie Stone, stated that over the last 15-20 years, an average of 4.5 million of additional retail was added each year. The last 2 years only 8 million was added. The development sites have been scrapped because retailers do not want to go where there is not a lot of residents. As the population ages, it is appropriate to combine retail with medical offices and senior living.

Mr. Patel, 1602 Palisades, stated that the market will improve and nobody should be pessimistic. It is best to wait until the western area gets what is needed instead of just putting anything up.

Mr. Tyburowski, 5690 Brentwood, does not want senior living facility and is concerned with property values.

Ann Severson, 1410 Mallard, stated that there is still the Plote land on Beverly when the economy is better, there will be more rooftops to attract better retail.

Jim Sadorski, 5874 Haverford, inquired about bike trails and sidewalks. Wayne Rodgers, Terrestris, stated that there are planned bike paths on Shoe Factory Road. There will be a detention area with walkways, benches and a gazebo. He stated that the commercial needs to be done now. The economy dictates that they need to sell the other property now. They would like to start the project this year.

Tom Liantios, developer of the senior living facility, addressed the Committee and stated that they want to be part of the community. The mixed use proposal is a good fit for the site.

Ron Oberstat, 5883 Chatham, stated that he is against any zoning change and it is best to wait for the commercial.

Julie Zahrebelski, 1455 Falcon, stated that she would like to see something to help seniors in our community.

Laura LaCorte, 1532 Palisades, stated that the Village should work with the developer to get something done and everyone should be more open-minded.

Dennis Cortesi addressed the Committee and stated that the 16 acre commercial site is very large and will accommodate the neighborhood center. There is room for the senior citizen facility as well. He stated that gas stations are easy to attract, but a grocery store is much more difficult to attract.

Trustee Kincaid stated that before anything happens in the area, it is clear that retail is preferred.

Mayor McLeod stated that Hoffman Estates has a future there because there is still open land and that we will need space in the future and it is important that retail is provided for the residents in the western area.

Trustee Mills stated that the Village Board pushed for the commercial and worked hard with the developer to get residents in the western area and retail is an important part.

Trustee Collins stated that the developer should relook at the project to include a town center and possibly include the senior living.

II. Adjournment

Motion by Mayor McLeod, seconded by Trustee Collins, to adjourn the meeting at 9:20 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Debbie Schoop, Executive Assistant

Date

**PLANNING, BUILDING & ZONING
COMMITTEE MEETING MINUTES**

March 9, 2009

I. Roll Call

Members in Attendance:

**Gary Pilafas, Chairperson
Karen Mills, Vice Chairperson
Ray Kincaid, Trustee**

**Other Corporate Authorities
in Attendance:**

**Trustee Cary Collins
Trustee Jackie Green
Trustee Anna Newell
Mayor William McLeod**

**Management Team Members
in Attendance:**

**Dan O'Malley, Deputy Village Manager
Molly Norton, Asst. to Village Manager
Arthur Janura, Corporation Counsel
Mark Koplun, Asst. Vlg. Mgr., Dev. Services
Don Plass, Director of Code Enforcement
Mike Hankey, Director of Transportation
Pete Gugliotta, Director of Planning
Patrick Seger, Director of HRM
Bruce Anderson, CATV Coordinator**

Others in Attendance

Reporters from Daily Herald, Chicago Tribune

The Planning, Building and Zoning Committee meeting was called to order at 7:33 p.m.

II. Approval of Minutes

Motion by Trustee Green, seconded by Trustee Mills, to approve the Planning, Building & Zoning Committee meeting minutes of February 16, 2009. Voice vote taken. All ayes. Motion carried.

NEW BUSINESS

- 1. Request by Sears Centre Arena to extend and amend the conditions of approval for outdoor events held on the Sears Centre Arena site.**

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

Motion by Mayor McLeod, seconded by Trustee Mills, to defer request by Sears Centre Arena to extend and amend the conditions of approval for outdoor events held on the Sears Centre Arena site. Voice vote taken. All ayes. Motion carried.

- 2. Request by the Hoffman Estates Park District for site plan amendment approval for a governmental land use for a parking lot expansion at Cottonwood Park.**

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

Jim Rambert, 2027 Parkview Circle East, addressed the Committee and stated that he lives just south of the entrance to Cottonwood Park and is concerned that no matter how many parking spaces are added, it will not be enough to handle the cars from the multiple number of soccer games being played there on the weekends. Mr. Rambert stated that Parkview Circle is totally filled with cars on the streets all weekend. He stated that the Park District is running games simultaneously and emergency vehicles cannot even get through the parking lot because of so many cars there. Mr. Rambert stated that they voiced their concerns at a recent Park District meeting and were told the Park District would respond with a letter. He did not receive a letter and is concerned that the Village is approving something that is not helpful to the residents.

Gary Buskowski, Hoffman Estates, Park District, addressed the Committee and stated that improvements are being made to Cottonwood Park and would include the addition of 17 parking spaces, for a total of 53 spaces. They have met with the residents in the area. The Park District is proposing to expand the parking lot to the northeast and west parking lot and the additional parking spaces should accommodate people from the soccer fields. Mr. Buskowski stated that they did respond to residents and they want to be a good neighbor. They will try to minimize the impact on residents as much as possible and for the 2009 seas, there will not e any back-to-back soccer games scheduled.

Motion by Trustee Collins to call the question; no second was received.

Mayor McLeod asked the Park District to limit the number of games and to be aware to meet the sensitivity of the neighbors in the area.

Motion by Trustee Collins, seconded by Mayor McLeod, to approve request for site plan amendment approval for a governmental land use for a parking lot expansion at Cottonwood Park. Voice vote taken. All ayes (Nay: Kincaid). Motion carried.

3. Request by the Hoffman Estates Park District for site plan approval for a governmental land use for Canterbury Fields Park.

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

Motion by Mayor McLeod, seconded by Trustee Collins, to approve request for site plan approval for a governmental land use for Canterbury Fields Park. Voice vote taken. All ayes. Motion carried.

4. Request by the Hoffman Estates Park District for approval to enter into a license agreement to allow encroachment into the Essex Drive right-of-way for the purposes of installing a pedestrian path.

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

Motion by Trustee Collins, seconded by Mayor McLeod, to enter into a license agreement to allow encroachment into the Essex Drive right-of-way for the purposes of installing a pedestrian path. Voice vote taken. All ayes. Motion carried.

5. Request approval of a resolution adopting the 2009 zoning map.

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

Motion by Trustee Collins, seconded by Mayor McLeod, to approve a resolution adopting the 2009 zoning map. Voice vote taken. All ayes. Motion carried.

6. Discussion regarding Village Zoning Code requirements for driveways on residential lots.

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

Bill Weaver, Chair, Zoning Board of Appeals, addressed the Committee and discussed the criteria for zoning code changes for driveways.

There was consensus among the Committee to leave the Code as it stands and to address each request on a case by case basis.

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

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

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

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

The Department of Community Development monthly report for Code Enforcement Division was submitted to the Committee.

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

III. President's Report

Mayor McLeod reported that on March 3, 2009, he attended the Schaumburg Township Barn Mayors for Meals event and served meals to senior citizens; on March 4 he attended the NWMC Executive Board meeting and the National Weather Service Severe Weather Class, as well as the District 54 Intergovernmental Reception; on March 5, Mayor McLeod read to the children at KinderCare and attended a Special Planning, Building & Zoning Committee meeting; on March 6, he attended the Dominick's ribbon cutting and the Schaumburg Township PTA banquet; on March 7 he attended the District 211 Teachers Union legislative breakfast, and the Mary Todd Lincoln Program, which was greatly attended.

IV. Other

V. Items in Review

VI. Adjournment

Motion by Mayor McLeod, seconded by Trustee Newell, to adjourn the meeting at 8:13 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Debbie Schoop, Executive Assistant

Date

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

NB1

SUBJECT: Request by Sears Centre Arena to extend and amend the conditions of approval for outdoor events held on the Sears Centre Arena site

MEETING DATE: April 13, 2009

COMMITTEE: Planning, Building and Zoning

FROM: *m.k.* Mark Koplin/Peter Gugliotta *PK*

REQUEST: Request by Sears Centre Arena to extend and amend the conditions of approval for outdoor events held on the Sears Centre Arena site.

BACKGROUND: On December 3, 2007, the Village Board approved a request to hold outdoor events in the parking lot of the Sears Centre Arena at 5333 Prairie Stone Parkway as long as certain conditions were met. The approval was to expire 18 months after the Village Board approval. No outdoor events were held in 2008.

DISCUSSION: The Sears Centre Arena is requesting an amendment to conditions 4, 14, and 16 of the December 3, 2007, approval (Ordinance #3988-2007) pertaining to the approval process, the curfew hours, and the expiration of the ordinance.

Condition #4

Condition #4 states: "No outdoor event shall be held without the property owner and operator having obtained a Special Event Permit from the Village in accordance with current procedures. Such permit shall be issued with approval by the Planning, Building, & Zoning Committee and the Village Board. The petitioner shall obtain all other applicable permits for each event. Village Board approval shall not be required for tailgating activities."

The Sears Centre Arena requests approval for outdoor events without having to seek approval from the Planning, Building and Zoning Committee and the Village Board for every outdoor event request. According to Sears Center Arena management, there is a timing issue with such an approval process. Management finds that it cannot book outdoor events without first knowing if the event will be approved by the Village or not. The Village cannot review a request without specific details about an event and the Sears Centre Arena cannot give specific details without a signed event contract.

DISCUSSION: (Continued)

Sears Centre Arena management is proposing that condition #4 be amended to only require a special event permit and not approval by the Planning, Building and Zoning Committee and Village Board. As with all other special events in the Village, Sears Centre Arena would submit all the necessary information for the special event permit once a contract for an event has been executed. Village staff will review the outdoor event request and the issuance of a special event permit will occur once staff ensures that the event, as planned, will meet all codes and regulations. These discussions would include traffic control, security, EMS, sound, health inspections, licenses, food and beverages, lighting, and any other topic related to a specific event. This is similar to the process that Cabela's needs to follow for outdoor events that they are permitted to have. It is also the same as other special events throughout the Village, such as Party in the Park, Barrington Square Mall events (including carnivals), the Annual Fishing Derby, and Chamber events such as Business Under the Big Top. Staff already meets with the Sears Centre Arena to coordinate security and traffic management plans prior to large concerts and events. The proposed amendment to the condition is shown below.

Condition #14

Condition #14 states: *"Outdoor events shall have a curfew of 11:00 p.m. on Friday and Saturday and 9:00 p.m. Sunday through Thursday."*

Sears Centre Arena management requests that the ending time for events on Sunday through Thursday be extended until 10:00 p.m. According to Sears Centre Arena management, many outdoor events will want to take advantage of the full daylight hours in the summer and the 10:00 p.m. extension would allow greater flexibility to do this. The current 9:00 p.m. ending time limits the types of events that the Sears Centre Arena could book on the site. The proposed amendment to the condition is shown below.

Condition #16

Condition #16 states: *"This ordinance shall be valid for eighteen (18) months from the date of Village Board approval at which time the petitioner shall have the right to apply for an extension."*

The Sears Centre Arena is requesting such extension and that Ordinance #3988-2007 be valid for 5 years from the date of the original Village Board approval (until December 3, 2012). The proposed amendment to the condition is shown below.

Staff Comments

As a compromise, the Village could allow a trial period for administrative approvals of outdoor events in conformance with the established procedures for special events used throughout the Village. The trial period could extend for an additional 18 months, thus expiring in December 2010. This would allow the Sears Centre Arena to book events this summer (unlikely in the current economy) and next summer (more likely, the Sears Centre Arena is investigating possible events).

DISCUSSION: (Continued)

The administrative approval of outdoor uses could continue with automatic two year extensions unless the outdoor events conducted are not in substantial compliance and the Village Board acts to revoke this provision of the special use. This would again require Planning, Building and Zoning Committee/Village Board approval of each outdoor event.

The curfew provisions should be clarified. In reviewing the original application and discussions, it was the intent that outdoor concerts would end at the curfew hours. However, curfew could be interpreted to mean that the concert would need to end and all patrons vacated from the premises, along with all workers and stage crews. This was not the intent. Staff suggests that the condition be changed such that music shall cease at the curfew time, but allow patrons to exit after the curfew. The Sears Centre Arena is requesting an additional hour from Sunday-Thursday until 10:00 p.m. instead of 9:00 p.m. During summer hours when schools are closed, the Village could consider allowing concerts until 10:00 p.m. on Sunday and Thursday, thus allowing greater flexibility for events that are likely to occur over the extended weekend.

RECOMMENDATION:

Approval of the request for an amendment to conditions 4, 14, and 16 of Ordinance #3988-2007 (Sears Centre Arena special use approval), with the following conditions:

1. Condition #4 shall be amended as follows:
No outdoor event shall be held without the property owner and operator having obtained a Special Event Permit from the Village in accordance with current procedures. The petitioner shall submit to the Village an executed contract with related supporting information, as requested. Village staff will review the request and issue the Special Event Permit if the event as planned will meet all codes and regulations. The petitioner shall obtain all other applicable permits for each event. A Special Event Permit shall not be required for tailgating activities.
2. Condition #14 shall be amended as follows:
Outdoor music at any event shall cease promptly at 11:00 p.m. on Friday and Saturday, 10:00 p.m. Sunday and Thursday, and 9:00 p.m. Monday-Wednesday.
3. Condition #16 shall be amended as follows:
Approval for outdoor events shall be valid for three years from the date of the original Village Board approval (until December 3, 2010). The approval shall automatically renew for two year increments as long as the operations remain in substantial compliance with the terms of the ordinance and all applicable codes. In the event the Village Board determines the use is not operating in substantial compliance, then the Village Board shall have the authority to revoke this approval.
4. All conditions of Ordinance #3988-2007, except conditions #4, 14, and 16, as amended in this approval, shall remain in effect.

Attachments

cc: Plan Commission Members, Zoning Board of Appeals Members
Jeff Bowen (Sears Centre Arena)
John Janicki (Sears Centre Arena)



March 19, 2009

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

RE: Sears Centre Outdoor Event Amendment Request to Ordinance No. 3988-2007

Dear Mark:

Sears Centre respectfully requests Special Use amendment approval to modify the following conditions to Ordinance No. 3988-2007:

- 1) Condition # 4 pertaining to the requirement that all outdoor events be approved by the Planning, Building & Zoning committee and the Village Board.

SCA requests the approval process be amended whereby the SCA submits an executed contract with related support information on how the event will be managed. Village staff will review the written request and the issuance of a special event permit will occur once VOHE staff ensures that the event as planned will meet all codes and regulations. (This is similar to other special events throughout the Village, and the traffic management plan review prior to large concerts.)

- 2) Condition #14 pertaining to the outdoor events curfew of 9:00pm Sunday through Thursday.

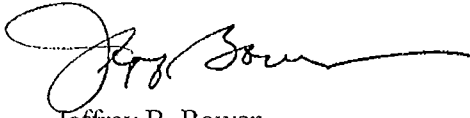
Sears Centre requests the curfew be extended to 10pm Sunday through Thursday. Many outdoor events (spring/summer/fall) want to take advantage of full daylight hours. The 10pm curfew would allow SCA to remain competitive in the marketplace. Friday and Saturday 11pm curfew remains.

- 3) Condition #16 pertains to the expiration date of Ordinance No. 3988-2007 within 18 months of Village Board approval (12/3/2007).

Sears Centre requests the expiration date of 5 years following approval of original Village Board approval (12/3/2017).

Sears Centre remains committed to all previous conditions of said ordinance as stated. The Village Board's consideration of an amendment including the above noted modifications is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Bowen", with a long horizontal flourish extending to the right.

Jeffrey B. Bowen
President

CC: John Kelly
Jeff Smith
Jim Terrell
Jim Norris
John Janicki



NOVEMBER 2007 REQUEST

Sears Centre Outdoor Event and Tailgating Request Summary

The Sears Centre management seeks to expand the functions of the arena to provide more flexibility in the types of events that can be scheduled, and to enhance the experience for customers visiting certain events by allowing gatherings to occur outside the arena prior to events.

There are two distinct parts to the on-going request. First, Sears Centre requests approval to allow "tailgating" to occur within a designated area (south east corner of the West Lot) prior to events. And second, Sears Centre requests approval to hold periodic events outside of the venue on the Sears Centre property.

We have discussed several original Village approvals included in various conditions, which do not allow outdoor activities, and Sears Centre requests Site Plan and Special Use amendment approval to modify the following conditions so as to allow the outdoor events further detailed in this memorandum:

Amend Site Plan Conditions –

Delete #12 – All events shall be operated entirely within the building.

Amend Special Use conditions (Ordinance 3736-2005)

Delete #12 – All events shall be operated entirely within the building.

Delete #17 – The petitioner shall not allow the preparation of food in the parking lots.

Amend Site Plan –

The attached revised site plan delineates the area(s) that could be used for outdoor events. The plan identifies specific drive aisles and fire lanes that will always be kept clear.

Sears Centre would hire private security to patrol and protect the general public as deemed necessary by the nature of the event, anticipated attendance for the event, and within the existing policy of the Sears Centre for crowd management and safety.

Sears Centre would request that it's contracted caterer, Levy Sports & Entertainment, be given license to prepare, cook, sell, and distribute food and beverages, including alcohol, at any and all events held outside of the venue proper. Sears Centre would also request that its management be



allowed to determine whether or not alcohol sales would be appropriate based on the nature of the actual event being held outside its venue.

Sears Centre readily agrees that proper litter and waste containers would be stationed throughout the area(s) being used for outside activities, and constant monitoring during the event, along with proper clean-up after the event would be the responsibility of Sears Centre staff at no cost to the Village.

Sears Centre staff would work in conjunction with Village Police and Fire command to determine avenues of access for safety and emergency access.

Sears Centre requests that all parking lots under its control be allowed to be closed and utilized according to needs of the event. Sears Centre would make provisional requests prior to each event needing street closure.

Sears Centre would also consider tandem and conjunctive use of the actual venue when necessary for larger events, and during all events have at the disposal of Police and Fire, its security and First Aid areas. Also, Sears Centre would consider the needs for public restrooms and either allows building access for such usage, or request placement of standard portable restrooms at specific locations in the outside area of usage.

Outdoor Events

We have attached a modified site plan that incorporates various usage proposals such as Tailgating, Plaza Parties, Festival locations, etc. Naturally, each event proposed will have specific and individual space requirements and location needs including setup, parking, power, and public access. We would propose submitting a site plan prior to each proposed event that would be more specific to that actual event, and detailing all aspect of concern described herein.

Sears Centre will make every effort to control noise levels so as not to interfere with any POA businesses, public traffic, or residential usage and will comply with all applicable laws. It is not the intention of Sears Centre to present any event that would have any dramatic noise impact on the surrounding property whatsoever. Should consideration for larger events such as professional carnivals, festivals, or displays that would constitute additional concern over noise "pollution", Sears Centre would present a plan of action for noise control specific to the event along with the event request.

Sears Centre will continue to work with Jam USA in reviewing any program scheduling that might have significant impact. In such cases where there might be duplicate events scheduled,



Sears Centre would most likely shift its event to the East parking lot thereby allowing parking as needed for the Amphitheatre event.

The following list will offer a snapshot of the kinds of events Sears Centre is considering:

Tailgating at all home games for the Chicago Storm, Chicago Slaughter, and Chicago Shamrox at weather permits, with associated sponsorship presence, and venue participation through portable F&B stations provided by Levy, and associated team merchandise. This type of event is typically ready to go up to three hours prior to doors opening to the public, and offers an opportunity for the venue and the team to capture additional revenue on game days while encouraging patrons to arrive early to share in the pre-game excitement and alleviate some of the traffic and parking burden;

Community and civic organizational festivals akin to "The Taste Of Chicago" by promoting "A Taste of Hoffman Estates" or incorporating our eventual new marketing "name" for the Entertainment District, holiday celebrations such as Memorial Day, 4th of July, June Jams, Arts and Crafts / City Stage Festivals that might even extend over a weekend;

The Chamber of Commerce of Hoffman Estates annually hosts a "Business under the Big Top" in the shopping center parking lot east of Barrington Road, on Rt. 72. Their space is limited, and allowing this event to be hosted on Sears Centre property could offer opportunities for event growth, while Sears Centre could also partner the event and lend additional excitement by producing an associated carnival / festival that would tie-in with the theme of the Chamber's event;

Drive-in theatre nights which could be planned on a regular basis over the summer months and might incorporate film festivals featuring local film producers in association with local arts organizations;

Catering for events such as graduating parties, weddings, birthdays, etc. being held in the venue by usage of tents or other temporary enclosures;

Swap Meets, Car Shows, Auto Dealership Summer Promotions, Rib fests, Preseason "Meet The Teams", "Wolff's Flea Market" type events, are all popular summer time events where the community loves to gather outside and would offer Sears Centre the opportunity for new exposure to people who may never have been on the property;

Sears Centre would like to host a Safety Fair featuring the Village Police, Fire, and Rescue personnel and equipment. This event could easily grow into both outside and venue usage



providing the various organizations properly budget to allow for staff time and equipment demonstration;

Gus Macker Basketball and the annual touring "And One" events are always great draws for local communities and could be incorporated in both the outside lots and the venue for conclusion events;

Sears Centre management has extensive experience in producing small and large scale community festivals such as "City Stage" and "Fun Fourth in Old Greensborough" and World's Largest Block Party or River View / Scape events. An event such as this could incorporate the entire community of Hoffman Estates, bring local attention to the venue, offer public awareness of all members of the POA, and help launch the efforts of the Entertainment District marking efforts.

Possible Conditions

Prior to any outdoor event, the Village staff will be notified and a basic site plan will be provided to show what areas of the site will be used and how vehicular access and circulation will be managed. Sears Centre agrees that this should be standard operating procedure, and this report should also include anticipated parking demands and management.

Possible Outdoor Events

Following is a list of possible events: Vehicle shows (not including motor sports with operable vehicles), animal events such as circus, dog or horse agility contests, etc.; skateboarding, biking, skiing or other active sports events; flea markets; gun shows; possible events co-sponsored with other Prairie Stone partners such as Cabela's for certain restrictions to be lifted for animals, motorized vehicles and other outdoor sporting activities.

Naturally, any event planned and produced by Sears Centre or an outside promoter / producer will be subject to the appropriate permitting and shall adhere to all applicable regulations and Village code.

Sample Site Plan

Tailgate Area/Family Fun Zone

Food & Beverage Vendors

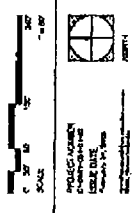
Arts & Craft Vendors

Stage

Available Parking

Sears Centre Arena

- INTERIOR PARKING LOT TREE PLANTING
12' SPACING
- SPECIAL SIDE YARD SETBACK TREE PLANTING
24' SPACING
- OPEN SPACE TREE PLANTING
24' SPACING



DESIGNED BY
Hatchcock Design Group

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

NB2

SUBJECT: Request by Sutton Crossing for approval of an Escrow Agreement between parties, including the Village, with interests in the properties adjacent to the traffic signal on Route 59 between Higgins Road and Hoffman Boulevard

MEETING DATE: April 13, 2009

COMMITTEE: Planning, Building and Zoning

FROM:  Mark Koplin

PURPOSE: To present an Escrow Agreement between private parties for recapture of costs related to installation of a traffic signal on Route 59, north of Hoffman Boulevard and south of Higgins Road.

BACKGROUND: In 2004, the Village approved an Annexation and Development Agreement for the northwest corner and southwest corner owned by the Iatarola family. The agreement included a provision that the Village would consider a Recapture Agreement between the owners of the southwest corner and Sutton Crossing development across the street, reimbursing the party who developed first and funded the cost of the traffic signal.

DISCUSSION: The traffic signal was installed in 2007 and became operational with the opening of the Poplar Creek Crossing Shopping Center on the southwest corner of land originally owned by the Iatarola family, but sold to Archon Development. The traffic signal costs have been verified by all parties and the parties are in agreement with the terms of the Escrow Agreement that is attached to this agenda item. The Village's only involvement is because of the original provision in the Annexation and Development Agreement and the request by Sutton Crossing that the Village will not require a second signalized intersection on Route 59 adjacent to their property. Since IDOT has stated that they would never approve additional signalized intersections along Route 59 adjacent to the Sutton Crossing development and the Transportation Division sees no need for another traffic signal, the Village can agree to this term of the Escrow Agreement.

FINANCIAL IMPACT: The Village is not a monetary party of the agreement and there is no financial impact to the Village.

RECOMMENDATION: Recommend approval of an Escrow Agreement between Sutton Crossing and Rubina Properties for a traffic signal on Route 59 between Higgins Road and Hoffman Boulevard.

Attachment

cc: Greg Andre (Bell, Boyd and Lloyd)
Anthony Iatarola (Anthony Iatarola, Esq.)
Matthew E. Norton (Holland & Knight LLP)

Route 59 Signalized Intersection Escrow Agreement

THIS ROUTE 59 SIGNALIZED INTERSECTION ESCROW AGREEMENT (this "**Escrow Agreement**") is entered into as of the "Effective Date" as defined herein by and among Chicago Title and Trust Company, a Missouri corporation ("**Escrow Trustee**"), the Village of Hoffman Estates, an Illinois municipal corporation (the "**Village**"), W2001 VHE Realty, L.L.C., a Delaware limited liability company ("**VHE**"), Archon Acquisition, L.L.C., a Delaware limited liability company ("**Acquisition**") (VHE and Acquisition are referred to herein collectively as "**Poplar Creek**"), Chicago Title Land Trust Company, as Trustee of Trust No. 1079317 under Trust Agreement dated February 9, 1981 and Trust No. 1079831 under Trust Agreement dated May 4, 1981 (collectively, "**Sutton Crossing**"), Wayne Hummer Trust Company (f/k/a Hinsbrook Bank and Trust), as Trustee of Trust No. 01-056 under Trust Agreement dated November 20, 2001 ("**Hinsbrook NWC**"), Wayne Hummer Trust Company (f/k/a Hinsbrook Bank and Trust), as Trustee of Trust No. 04-037 (f/k/a Trust No. 01-057) under Trust Agreement dated November 20, 2001 ("**Hinsbrook SWC**") (Hinsbrook NWC and Hinsbrook SWC are referred to herein collectively as "**Hinsbrook**"), Yamo's Enterprises L.L.C., a Delaware limited liability company ("**Yamo's**"), and 5a7 L.L.C., a Delaware limited liability company ("**5a7**") (Hinsbrook, Yamo's and 5a7 are referred to herein collectively as "**Iatarola**") (the foregoing parties are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**"), under the following circumstances:

A. Acquisition, Hinsbrook SWC, Yamo's and 5a7 entered into that certain Purchase and Sale Agreement dated as of September 8, 2003, which agreement was amended multiple times pursuant to which Acquisition would acquire certain property (the "SWC") then owned by Hinsbrook SWC (as amended, the "**Purchase Agreement**");

B. The Village, Hinsbrook, Rubina Realty Corporation, an Illinois corporation, ("**Rubina**") and Yamo's entered into that certain Annexation Agreement dated as of September 27, 2004 (the "**Iatarola Annexation Agreement**") which, among other things, provided for the annexation of the SWC and, if certain terms and conditions therein were satisfied, the Village to adopt a recapture ordinance in the form attached to the Iatarola Annexation Agreement (the "**Recapture Ordinance**");

C. Hinsbrook SWC and Sutton Crossing entered into that certain Traffic Signal Installation and Recapture Agreement, the effective date of which is September 27, 2004 (the "**2004 Signal Agreement**"), which provides for certain recapture rights related to traffic signals to be installed at a certain intersection location on Route 59 for the benefit of the SWC and certain adjacent property owned by Sutton Crossing on the terms and conditions set forth therein;

D. Pursuant to an amendment to the Purchase Agreement, Hinsbrook SWC, Yamo's, 5a7, Rubina, and Acquisition agreed that, even after Acquisition acquired the SWC, Yamo's (a beneficiary of SWC) would retain the right to receive any recapture payment pursuant to the 2004 Signal Agreement or the Recapture Ordinance;

E. Acquisition assigned all of its rights and obligations under the Purchase Agreement to VHE but was not released from any liability under the Purchase Agreement as set forth in an amendment to the Purchase Agreement;

F. Sutton Crossing and VHE entered into that certain Route 59 Intersection and Traffic Signal Agreement dated as of February 15, 2006 (the "**2006 Signal Agreement**"), a copy of which is attached hereto as Exhibit "A" and made a part hereof, which modified the location of the signalized intersection specified in the 2004 Signal Agreement, provides for traffic signal recapture payments to be made in accordance with the 2004 Signal Agreement and provides for certain payments to be made by VHE to Sutton Crossing on the terms and conditions set forth therein;

G. Sutton Crossing and VHE recorded with the Cook County Recorder of Deeds Office that certain Memorandum of Route 59 Intersection and Traffic Signal Agreement dated as of February 15, 2006 and recorded on February 16, 2006 as Document Number 0604732105 (the "**Memorandum of 2006 Signal Agreement**");

H. Sutton Crossing recorded with the Cook County Recorder of Deeds Office that certain Memorandum of Notice of Default dated as of September 18, 2006 and recorded on September 18, 2006 as Document Number 0626145051 (the "**Memorandum of Notice of Default**");

I. Sutton Crossing and VHE have negotiated that certain Amendment to Route 59 Intersection and Traffic Signal Agreement dated as set forth therein (the "**Amendment to 2006 Signal Agreement**") in the form attached hereto as Exhibit "B" and made a part hereof as provided herein;

J. All of the documents described in paragraphs A through G above (collectively, the "**Signalized Intersection Documents**") pertain, in part, to a four-legged signalized intersection on Route 59, between Route 72 to the north and Hoffman Boulevard to the south (the "**Signalized Intersection**"), serving the existing retail development currently owned by VHE and known as Poplar Creek Crossing on the west side of Route 59 and a planned mixed-use development currently owned by Sutton Crossing on the east side of Route 59, all of which documents are incorporated herein by this reference and made a part hereof;

K. VHE and Sutton Crossing previously approved the four-legged Intersection Design Study, FAP Route 338 / IL 59 (New Sutton Road) at Retail Access, last dated November 13, 2007, marked "Final" and prepared by Metro Transportation Group and the Traffic Signal Installation and Interconnect Plan, Illinois Route 59 at Poplar Creek Entrance, Hoffman Estates, IL, dated August 27, 2007, containing sheets 1 to 16, marked as Project Number HO411-12 and prepared by Metro Transportation Group (collectively, the "**Signalized Intersection Plans**").

L. VHE has installed traffic signal improvements for the Signalized Intersection including the signal poles and mast arms for the entire Signalized Intersection and the signal heads and interconnection for the north, south and west legs of the Signalized Intersection

pursuant to the 2006 Signal Agreement (collectively, the “**Existing VHE Signal Improvements**”);

M. The signal heads, interconnection improvements, and related improvements that are only necessary to serve Sutton Crossing at the east leg of the Signalized Intersection (collectively, the “**Future Sutton Crossing Signal Improvements**”) have not been installed by VHE pursuant to the 2006 Signal Agreement; and

N. The Village, Poplar Creek, Sutton Crossing and Iatarola desire to enter into this Escrow Agreement so that, notwithstanding any provision to the contrary in the Purchase Agreement, the Iatarola Annexation Agreement, the 2004 Signal Agreement, or the 2006 Signal Agreement, the recapture payment to be made pursuant to or as contemplated by those agreements shall be made pursuant to this Escrow Agreement and not pursuant to the 2004 Signal Agreement or the 2006 Signal Agreement and to address other matters of mutual interest with respect to the Signalized Intersection and the Signalized Intersection Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed by the Parties as follows:

1. **Escrow.** An escrow is hereby established by the Parties for the purposes provided herein. Escrow Trustee shall serve as escrowee and hold in trust and distribute for the benefit of the Parties certain funds and documents on the terms and conditions provided herein.

2. **Deposits.** The following items shall be deposited with Escrow Trustee (sent to the attention of Ms. Regina Springer at the address provided herein for notice purposes) by VHE and Sutton Crossing (individually a “**Deposit**” and collectively the “**Deposits**”) on or before fifteen (15) business days after the Effective Date of this Escrow Agreement (the “**Deposit Due Date**”):

A. VHE:

- (i) Three (3) original copies of the Amendment to 2006 Signal Agreement executed by VHE in counterpart.
- (ii) The sum of \$100,000.00 via wire transfer of immediately available funds pursuant to wire transfer instructions which shall be provided by the Escrow Trustee upon request.
- (iii) Three (3) original copies of the Amendment to Memorandum of 2006 Signal Agreement, which is attached as an Exhibit to the Amendment to 2006 Signal Agreement, executed by VHE and notarized in counterparts.

B. Sutton Crossing:

- (i) Three (3) original copies of the Amendment to 2006 Signal Agreement executed by Sutton Crossing in counterpart.
- (ii) The sum of \$116,517.85 via wire transfer of immediately available funds pursuant to wire transfer instructions which shall be provided by the Escrow Trustee upon request.
- (iii) Three (3) original copies of the Amendment to Memorandum of 2006 Signal Agreement, which is attached as an Exhibit to the Amendment to 2006 Signal Agreement, executed by Sutton Crossing and notarized in counterpart.
- (iv) Three (3) original copies of the Release of Memorandum of Notice of Default, which is attached as an Exhibit to the Amendment to 2006 Signal Agreement, executed by Sutton Crossing and notarized.

3. **Disbursements.** If, and only if, the Escrow Trustee has received all of the Deposits on or before the Deposit Due Date, then the Escrow Trustee shall within three (3) business days after the Deposit Due Date proceed as follows:

A. VHE: Deliver the following documents to Matthew E. Norton as attorney for VHE:

- (i) One (1) original fully executed counterpart copy of the Amendment to 2006 Signal Agreement.
- (ii) One (1) original fully executed and notarized counterpart copy of the Amendment to Memorandum of 2006 Signal Agreement.
- (iii) One (1) original fully executed and notarized copy of the Release of Memorandum of Notice of Default.

B. Sutton Crossing: Disburse the funds described below to Sutton Crossing and deliver the documents described below to Gregory R. Andre as attorney for Sutton Crossing:

- (i) The sum of \$100,000.00 delivered to Sutton Crossing via wire transfer of immediately available funds pursuant to wire transfer instructions which shall be provided to the Escrow Trustee by Sutton Crossing prior to the Deposit Due Date.
- (ii) One (1) original fully executed counterpart copy of the Amendment to 2006 Signal Agreement.

- (iii) One (1) original fully executed and notarized counterpart copy of the Amendment to Memorandum of 2006 Signal Agreement.
 - (iv) One (1) original fully executed and notarized copy of the Release of Memorandum of Notice of Default.
- C. Yamo's. Disburse the sum of \$116,517.85 to Yamo's via wire transfer of immediately available funds pursuant to wire transfer instructions which shall be provided to the Escrow Trustee by Yamo's prior to the Deposit Due Date.
- D. Village. Deliver to Arthur Janura as Corporation Counsel for the Village one (1) original fully executed counterpart copy of the Amendment to 2006 Signal Agreement.
- E. Recordation. Record with the Cook County Recorder of Deeds the following documents (after inserting the date on page 1 of each document, which date shall be the date of recording):
- (i) One (1) original fully executed and notarized counterpart copy of the Amendment to Memorandum of 2006 Signal Agreement.
 - (ii) One (1) original fully executed and notarized copy of the Release of Memorandum of Notice of Default.

The recording fees shall be shared equally by VHE and Sutton Crossing and paid promptly upon receipt of an invoice from the Escrowee.

Within five (5) business days after recordation of the foregoing documents, the Escrow Trustee shall deliver one (1) conforming copy of each document containing the stamped recording information to Matthew E. Norton as attorney for VHE and Gregory R. Andre as attorney for Sutton Crossing.

4. Signalized Intersection Covenants.

A. All Parties (Except Escrowee). Poplar Creek, Iatarola, Sutton Crossing and the Village (i) accept and approve the location of the Existing VHE Signal Improvements, (ii) agree that Sutton Crossing (or its successors or assigns) shall have the right and obligation to install, at its sole expense, the Future Sutton Crossing Signal Improvements when permitted by the Illinois Department of Transportation ("**IDOT**"), at which time all four legs of the traffic signals for the intersection shall be completed, and the Village shall cooperate with respect to obtaining such IDOT permit, (iii) shall not request any traffic signals on Route 59, between Route 72 to the north and Hoffman Boulevard to the south, in addition to the Existing VHE Signal Improvements and the Future Sutton Crossing Signal Improvements, and (iv) shall not,

and waive any right to, seek or impose any recapture ordinance or similar reimbursement right or obligation relating to the Existing VHE Signal Improvements or the Future Sutton Crossing Signal Improvements.

B. Certain Parties. Poplar Creek, Iatarola and Sutton Crossing agree (i) that they shall not have the right to receive, nor the obligation to make, any recapture or other payments with respect to the Signalized Intersection, except as expressly set forth in this Escrow Agreement, (ii) waive any right they have, including without limitation under the Annexation Agreement, the 2004 Signal Agreement, or the 2006 Signal Agreement, to receive recapture payments for the Signalized Intersection or to compel the Village to adopt a recapture ordinance or similar reimbursement right or obligation related to the Signalized Intersection, (iii) that they shall not have the right to utilize, nor the obligation to install, a signalized intersection on Route 59, between Route 72 to the north and Hoffman Boulevard to the south, in a location other than that which is evidenced by the location of the Existing VHE Signal Improvements (to which the Future Sutton Crossing Signal Improvements shall be added as provided herein).

5. Deposit Failure and Cure. If the Escrow Trustee has not received all of the Deposits on or before the Deposit Due Date, then (i) the Escrow Trustee shall hold any and all Deposits received, and not disburse or deliver any Deposits to any Party, (ii) on the first business day following the Deposit Due Date, Escrow Trustee shall notify the other Parties immediately with a statement identifying which Deposits have not been made and (iii) any Party that has failed to make a Deposit required hereunder by the Deposit Due Date shall be deemed in default under this Escrow Agreement. After issuing such notice, the Escrow Trustee shall proceed as follows:

A. Late Disbursement. If all such remaining Deposits are made within seven (7) business days after the date of such notice from the Escrowee, then (i) the Escrow Trustee shall proceed to disburse funds and deliver and record documents as provided in Section 3 above within seven (7) business days after its receipt of the last Deposit received and (ii) the default of any Party making such a late Deposit shall be deemed cured and such Party shall be deemed not in default.

B. Enforcement; Return of Deposits. If all such remaining Deposits are not made within seven (7) business days after the date of such notice from the Escrowee, then upon the written request of any Party hereto Escrow Trustee shall notify the Parties of such failure, the Party(ies) that failed to make a Deposit required hereunder shall be deemed to have failed to cure such default, and the other Parties shall have the right to pursue any and all remedies against such defaulting Party as may be permitted under applicable law including, without limitation, specific performance of this Escrow Agreement. If (i) no Party files a civil action seeking a remedy for such default within 60 days after the Deposit Due Date or (ii) an action is filed and the court enters a final non-appealable order denying the remedy sought in such action, then (i) the Escrow Trustee shall return all of the Deposits to the respective Parties that made the Deposits, (ii) this Escrow Agreement shall terminate, and (iii) the Parties shall have all their respective rights and obligations under the Purchase Agreement, the Iatarola Annexation Agreement, the 2004 Signal Agreement, or the 2006 Signal Agreement prior to the Effective Date.

6. **Escrow Trustee.** Deposits made pursuant to these instructions may be invested on behalf of any Party or Parties hereto: provided, that any direction to Escrow Trustee for such investment shall be expressed in writing and contain the consent of all other Parties to this Escrow Agreement, and also provided that Escrow Trustee is in receipt of the taxpayer's identification number and investment forms as required. Escrow Trustee will, upon request, furnish information concerning its procedures and fee schedules for investment.

In the event the Escrow Trustee is requested to invest deposits hereunder, Escrow Trustee shall not be held responsible for any loss of principal or interest which may be incurred as a result of making the investment or redeeming said investment for the purposes of this Escrow Agreement.

A. **Direction Not to Invest/Right to Commingle.**

Except as to deposits of funds for which Escrow Trustee has received express written direction concerning investment or other handling, the Parties direct the Escrow Trustee NOT to invest any funds deposited by the Parties under the terms of this Escrow Agreement and waive any rights which they may have under Section 2-8 of the Corporate Fiduciary Act (205 ILCS 620/2-8) to receive interest on funds deposited hereunder. In the absence of an authorized direction to invest funds, the Parties agree that Escrow Trustee shall be under no duty to invest or reinvest any such funds at any time held by it hereunder; and further, that Escrow Trustee may commingle such deposits with other deposits or with its own funds in the manner provided for the administration of funds under Section 2-8 of the Corporate Fiduciary Act (205 ILCS 620/2-8) and may use any part or all such funds for its own benefit without obligation to any Party for interest or earnings derived thereby, if any. Provided, however, nothing herein shall diminish Escrow Trustee's obligation to apply the full amount of the deposits in accordance with the terms of this Escrow Agreement.

Unless this Escrow Agreement contains provisions to the contrary, the Escrow Trustee will not accept a demand from a Party if said Party has not fully performed as required under these instructions.

B. **Provisions Regarding Escrow Trustee.**

Escrow Trustee shall have no duties or responsibilities other than those expressly set forth herein.

(1) Escrow Trustee shall have no duty to enforce any obligation of any person to make any delivery or to enforce any obligation of any person to perform any other act. Escrow Trustee shall be under no liability to the other Parties hereto or to anyone else by reason of any failure on the part of any Party hereto or any maker, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under any such document. Except for amendments to this Escrow Agreement hereinafter referred to and except for joint instructions given to Escrow Trustee by the Parties hereto, Escrow Trustee shall not be obligated to recognize any agreement between any or all of the persons referred to herein.

- (2) In its capacity as Escrow Trustee, Escrow Trustee shall not be responsible for the genuineness or validity of any security, instrument, document or item deposited with it and shall have no responsibility other than to faithfully follow the instructions contained in this Escrow Agreement, and shall not be responsible for the validity or enforceability of any security interest of any Party and it is fully protected in acting in accordance with any written instrument given to it hereunder by any of the Parties hereto and reasonably believed by Escrow Trustee to have been signed by the proper person. Escrow Trustee may assume that any person purporting to give any notice hereunder has been duly authorized to do so.
- (3) It is understood and agreed that the duties of Escrow Trustee are purely ministerial in nature. Escrow Trustee shall not be liable to the other Parties hereto or to anyone else for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith and in the exercise of reasonable judgment, except for acts of willful misconduct or gross negligence. Escrow Trustee may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by Escrow Trustee), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is reasonably believed by Escrow Trustee to be genuine and to be signed or presented by the proper person or persons. Except as expressly set forth in this Escrow Agreement, Escrow Trustee shall not be bound by any notice or demand, or any waiver, modification, termination or rescission of this Escrow Agreement or any of the terms hereof, unless evidenced by a final judgment or decree of a court of competent jurisdiction in the State of Illinois or a Federal court in such State, or a writing delivered to Escrow Trustee signed by the other Parties and, if the duties or rights of Escrow Trustee are affected, unless it shall give its prior written consent thereto.
- (4) Escrow Trustee shall have the right to assume in the absence of written notice to the contrary from the proper person or persons that a fact or an event by reason of which an action would or might be taken by Escrow Trustee does not exist or has not occurred, without incurring liability to the other Parties or to anyone else for any action taken or omitted, or any action suffered by it to be taken or omitted, in good faith and in the exercise of reasonable judgment, in reliance upon such assumption.
- (5) Escrow Trustee may resign as Escrow Trustee hereunder upon giving five (5) days' prior written notice to that effect to each of the Parties to this Escrow Agreement. In such event, the successor Escrow Trustee shall be selected and approved by the Parties, which approval will not be unreasonably withheld or unduly delayed. Such party that will no longer be serving as Escrow Trustee shall deliver, against receipt, to such successor Escrow Trustee, the Deposits, if any, held by such party, to be held by such successor Escrow Trustee pursuant to the terms and provisions of this Escrow Agreement. If no such successor has been designated on or before the effective date of such party's resignation, the current Escrow Trustee shall continue until such successor is appointed; provided, however, its sole obligation thereafter shall be to safely keep all Deposits then held by it and to deliver the same to the person, firm or corporation designated as its successor or until directed by a final order or judgment of a court of competent jurisdiction in the State of Illinois or a Federal court in such State, whereupon Escrow Trustee shall make disposition thereof in accordance

with such order or judgment. If no successor Escrow Trustee is designated and qualified within five (5) days after Escrow Trustee's resignation is effective, such party that will no longer be serving as Escrow Trustee may apply to any court of competent jurisdiction for the appointment of a successor Escrow Trustee.

7. Miscellaneous.

A. Amendment. This Escrow Agreement may be amended only by a written instrument executed by all of the Parties.

B. Conflicts. In the event of any conflicts or inconsistencies between the provisions contained in this Escrow Agreement and the provisions contained in the Signalized Intersection Documents, the provisions contained in this Escrow Agreement shall supersede, govern and prevail.

C. Recording. A memorandum of this Escrow Agreement may be recorded against the "Sutton Crossing Property" (as defined in the Amendment to 2006 Signal Agreement) and "VHE Property" (as defined in the Amendment to 2006 Signal Agreement) with the Cook County Recorder of Deeds Office in a form agreed to by VHE and Sutton Crossing.

D. Notices. All notices of default, claims or demands which any Party is required or wishes to give to another Party hereunder shall be in writing and shall be sent by hand delivery (effective upon receipt) or recognized national overnight mail courier (effective one business day after mailing), and in either case with a copy via facsimile, and addressed as follows:

If to Escrowee: Chicago Title and Trust Company
Attn: Ms. Regina Springer
171 N. Clark Street
Chicago, Illinois 60601

If to the Village: Village of Hoffman Estates
Attn: James H. Norris, Village Manager
1900 Hassell Road
Hoffman Estates, Illinois 60169
Fax: 847-781-2624

with a copy to: Village of Hoffman Estates
Attn: Arthur L. Janura, Corporation Counsel
1900 Hassell Road
Hoffman Estates, Illinois 60169
Fax: 847-781-2624

If to Poplar Creek: W2001 VHE Realty, L.L.C.
Attn: John Maggiore
600 E. Las Colinas Blvd., Suite 400
Irving, Texas 75039

Fax: 972-368-2599

with a copy to: Holland & Knight LLC
Attn: Matthew E. Norton, Esq.
131 S. Dearborn St., 30th Floor
Chicago, Illinois 60603

If to Sutton Crossing: Sutton Crossing
c/o Jeffries Travis Realty Corp.
Attn: Susan T. Martin
200 Meeting Street, Suite 405
Charleston, South Carolina 29401
Fax: 843-723-6038

with a copy to: K&L Gates, LLP
Attn: Gregory R. Andre, Esq.
70 W. Madison St., Suite 3100
Chicago, Illinois 60602-4207
Fax: 312-827-8041

If to Iatarola: Yamo's Enterprises L.L.C.
Attn: Frank C. Iatarola, President
22 East Dundee Road, Suite 28
Barrington, Illinois 60010-7410
Fax: 847-304-0040

with a copy to: Rosenthal, Murphey & Coblenz
Attn: John B. Murphey, Esq.
30 North LaSalle Street
Chicago, Illinois 60602
Fax: 312-541-9191

with a copy to: Anthony Iatarola
22 E. Dundee Road, Suite 23
Barrington, Illinois 60010
Fax: 847-304-0040

or to such other address as a Party may notify the other Parties of in writing given in the foregoing manner.

E. Successors and Assigns. This Escrow Agreement shall be deemed a covenant running with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The provisions contained in this Escrow Agreement shall survive the disbursement of the Deposits.

F. Counterparts. This Escrow Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement.

G. Prevailing Party. In the event of litigation relating to this Escrow Agreement, the prevailing or successful Party or Parties shall be reimbursed by the unsuccessful Party or Parties (which shall be severally, but not jointly, liable) for their reasonable attorneys' fees and other expenses of litigation immediately after all rights of appeal have expired or been exhausted.

H. Time of Essence. Time is of the essence with respect to all of the provisions of this Escrow Agreement.

I. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the internal laws of the state of Illinois.

J. Effective Date. The phrase the "Effective Date" as used herein shall mean the date on which the last Party has executed this Escrow Agreement as evidenced by the dates set forth below the signatures of the Parties below.

K. Authority. The person or persons executing this Escrow Agreement for and on behalf of the respective Parties represent and warrant that they have full right, power and authority to bind such Parties in and on their behalf.

L. Escrow Trustee Fees. Sutton Crossing and Poplar Creek shall share equally, and pay promptly upon receipt of an invoice from Escrowee, any escrow fees charged by Escrow Trustee for its services hereunder.

M. Recitals. The recitals to this Escrow Agreement set forth in paragraphs A to N on pages 1, 2 and 3 hereof are incorporated herein by this reference and made a part hereof (collectively, the "Recitals"). The Parties, except Escrowee, acknowledge that certain Parties have no knowledge or possession of certain of the Signalized Intersection Documents, which are described in the Recitals. For example, the Village and Sutton Crossing have no knowledge or possession of the Purchase Agreement, except as expressly provided herein.

[Remainder of this page intentionally blank. Execution page follows.]

IN WITNESS WHEREOF, the Parties have caused this Escrow Agreement to be executed and it shall be effective as of the Effective Date.

CHICAGO TITLE AND TRUST COMPANY

By: _____

Authorized Representative

Dated: _____, 2009

VILLAGE OF HOFFMAN ESTATES

ATTEST:

By: _____

Village President

By: _____

Village Clerk

Dated: _____, 2009

W2001 VHE REALTY, L.L.C.

ARCHON ACQUISITION, L.L.C.

By: _____

Authorized Representative

By: _____

Authorized Representative

Dated: _____, 2009

Dated: _____, 2009

**WAYNE HUMMER TRUST COMPANY,
as Trustee of Trust No. 01-056**

ATTEST:

By: _____

Authorized Representative

By: _____

Authorized Representative

Dated: _____, 2009

WAYNE HUMMER TRUST COMPANY,
as Trustee of Trust No. 04-037

ATTEST:

By: _____
Authorized Representative

By: _____
Authorized Representative

Dated: _____, 2009

5a7 L.L.C.

YAMO'S ENTERPRISES L.L.C.

By: _____
Authorized Representative

By: _____
Authorized Representative

Dated: _____, 2009

Dated: _____, 2009

CHICAGO TITLE LAND TRUST COMPANY,
as Trustee of Trust No. 1079317

ATTEST:

By: _____
Authorized Representative

By: _____
Authorized Representative

Dated: _____, 2009

CHICAGO TITLE LAND TRUST COMPANY,
as Trustee of Trust No. 1079831

ATTEST:

By: _____
Authorized Representative

By: _____
Authorized Representative

Dated: _____, 2009

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Rubina Realty Corporation, an Illinois corporation, hereby joins in the execution of this Escrow Agreement to disclaim and waive any rights it may have to any recapture or other payment under the Signalized Intersection Documents from Sutton Crossing, Poplar Creek or the Village.

RUBINA REALTY CORPORATION,
an Illinois corporation

By: _____
Authorized Representative

Dated: _____, 2009

Exhibit "A"
to
Route 59 Signalized Intersection Escrow Agreement

2006 SIGNAL AGREEMENT

Exhibit "B"
to
Route 59 Signalized Intersection Escrow Agreement
AMENDMENT TO 2006 SIGNAL AGREEMENT

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

NB3

SUBJECT: Discussion regarding the Chicago Metropolitan Agency for Planning's (CMAP) draft Developments of Regional Importance (DRI) process

MEETING DATE: April 13, 2009

COMMITTEE: Planning, Building and Zoning

FROM: *M.K.* Mark Koplin

REQUEST: Discuss a draft of a proposed review process of the Developments of Regional Importance (DRI) offered by the Chicago Metropolitan Agency for Planning (CMAP).

BACKGROUND: Public Act 095-0677 created CMAP and merged the former Northeastern Illinois Planning Commission (NIPC) and Chicago Area Transportation Study (CATS). In the enabling legislation, the legislature specifically called out review of DRIs as an area for CMAP's involvement. CMAP initiated discussions of the DRI review process last June. The proposal and parameters for CMAP's review have evolved through a series of discussions by the CMAP Board, various Committees, the Northwest Municipal Conference, and public input. A copy of the latest draft (dated February 20, 2009) is attached, along with a cover memorandum dated February 25, 2009, from CMAP.

DISCUSSION: The "Version 2" draft document was approved by the CMAP Programming Coordination Committee on February 11, and was released for a 45 day comment period (ending April 6). The DRI process provides for CMAP reviewing very large projects within the seven county area as a regional partner to comprehensively assess the regional implications of large scale development proposals. Of particular interest are characteristics of proposals that may have impacts beyond the jurisdiction of the permitting agency. However, it is not CMAP's intent to usurp permitting authority or to unnecessarily delay proposed developments. The program, as currently drafted, is intended for a two year trial period, after which the process and its effectiveness would be reviewed by the CMAP Board.

CMAP would become involved in a DRI review, if requested by:

1. a municipality or county,
2. a CMAP Board member or an Executive Director,
3. a majority of the CMAP Coordination Committee, or
4. a public or private project sponsor (e.g. developer).

DISCUSSION: (Continued)

CMAP would become involved at the time the relevant zoning change application had been filed with the local government with jurisdiction, or after a publicly funded development is programmed for preliminary engineering. The thresholds for qualifying as a DRI are rather high and would include two or more of the following:

1. generate or divert greater than 50,000 vehicle trips per day,
2. add a new discharge of greater than 5 million gallons of effluent per day, and/or
3. create greater than 500 acres of impervious paved surfaces and rooftops.

Based on these criteria, even the original 780 acre Prairie Stone development would likely fall short of the threshold and not qualify as a DRI.

The CMAP Board would have the option of accepting or rejecting the DRI based on an application which will be reviewed by CMAP's staff. If accepted, CMAP staff would draft a DRI Advisory Report to be presented to the CMAP Board. At the current time, there are no plans to charge a fee for reviewing potential DRIs and CMAP's role is strictly advisory.

RECOMMENDATION:

For discussion purposes only. Staff will continue to monitor this proposal.

Attachment

Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800, Sears Tower
Chicago, IL 60606

312-454-0400 (voice)
312-454-0411 (fax)
www.cmap.illinois.gov

MEMORANDUM

ATTACHMENT B

To: Interested Parties

Date: February 25, 2009

From: CMAP Programming Coordinating Committee

Re: Second Version of the Developments of Regional Importance (DRI)
Process DRAFT document: Stakeholder and Public Input

At our February 11, 2009 meeting, the committee approved by consensus to release the second version of the Developments of Regional Importance (DRI) Process document for another 45 day comment period ending April 6, 2009. This action was a culmination of incorporating the comments and suggestions that were received from the original DRI public release last fall. Your active participation substantially changed the original DRI process draft and we thank each of you for your contribution and role in drafting this new document.

We are encouraging stakeholder and public input once again on the document titled, *Proposed CMAP Process for addressing Developments of Regional Importance – Version 2*. After this 45 day comment period, the document will return to the Programming Coordination Committee, and then it will go the CMAP Board for final disposition.

The deadline for stakeholder and public comment is April 6, 2009. For more information, contact Tara Fifer (tfifer@cmap.illinois.gov or 312-386-8758). Please send comments via email or postal mail to Chicago Metropolitan Agency for Planning, Attention: DRI Public Comments, 233 South Wacker Drive, Suite 800, Chicago, IL 60606.

###

DRAFT FOR DISCUSSION ONLY

CMAP: DRI Process

2/20/2009

p. 1

**Proposed CMAP Process
for addressing
Developments of Regional Importance –Version 2**

Background

Assessing the impacts and providing planning guidance on Developments of Regional Importance (DRIs) is a new element to the work program of the Chicago Metropolitan Agency for Planning (CMAP). The preceding regional planning agencies had occasional involvement in regionally significant land use or economic development proposals in addition to including major capital transportation improvements in the Regional Transportation Plan (RTP). CMAP's DRI process provides a new opportunity for regional partners to comprehensively assess the regional implications of large-scale development proposals, reconcile regional priorities associated with these proposals and coordinate independent actions in support of regional goals. Examining these impacts from the regional perspective offers the potential to help improve a proposal through coordinated actions among affected jurisdictions.

The Illinois Legislature specifically enabled¹ CMAP in this area:

Sec. 47. Developments of Regional Importance. The Board shall consider the regional and intergovernmental impacts of proposed major developments, infrastructure investments and major policies and actions by public and private entities on natural resources, neighboring communities, and residents. The Board shall:

- (a) Define the Scope of Developments of Regional Importance (DRI) and create an efficient process for reviewing them.
- (b) Require any DRI project sponsor, which can be either a public or private entity, to submit information about the proposed DRI to CMAP and neighboring communities, counties, and regional planning and transportation agencies for review.
- (c) Review and comment on a proposed DRI regarding consistency with regional plans and intergovernmental and regional impacts.

It is CMAP's intent to review development proposals that have the possibility of introducing widespread regional impacts to the daily activities of significant numbers of people or to the natural environment. Of particular concern are characteristics of proposals that may have impacts beyond the jurisdiction of the permitting agency (e.g. municipal zoning, county stormwater, state transportation departments). At the same time, it is not CMAP's intent to usurp the due authority of permitting agencies or unnecessarily delay a proposed development with a review of questionable relevance or value.

¹ Illinois General Assembly, Public Act 095-0677.

Introduction

This is an outline for CMAP's DRI process. This is a second, and entirely different approach than that originally released for public comment in Fall 2008.

This DRI process is intended for a two-year trial period by CMAP. At that time, the process and its effectiveness will be reviewed by the CMAP Board.

1. Requesting a DRI review

Requests that CMAP review a project may be made by:

- Municipal or County resolution
- A CMAP Board member or the Executive Director
- Majority vote of a CMAP Coordinating Committee
- A public or private project sponsor

Citizens, private organizations and other government entities may initiate a DRI review via any of the above means.

A standard request form will require sufficient supporting information to allow CMAP staff to certify that the request is legitimately made and the proposed DRI meets criteria and exceeds thresholds needed for the review to proceed.

CMAP will notify jurisdictions with authority and affected property owner(s) of record of the request for a DRI review. Neighboring property owners and jurisdictions will be notified consistent with the method used by the jurisdiction with permit authority. The request will also be posted on CMAP's Website in a form permitting interested individuals to subscribe for e-mail notification.

All requests will be submitted for review by the CMAP Board accompanied by the staff assessment outlined under item 4 below.

2. Criteria that determine CMAP's time window for reviewing a DRI.

These criteria are applied depending on whether the request is to review a private or public project.

- For privately funded developments, requests for a DRI review are accepted by CMAP staff only after the relevant zoning change application has been filed with the local governments with jurisdiction. DRI designations must be made prior to development

rights being vested by the appropriate local government using its zoning authority to permit the proposed use by right.

- For publicly funded developments, requests for a DRI review are accepted by CMAP staff only after the project is programmed for preliminary engineering. DRI designations must be made prior to the project being programmed for construction. If all necessary federal or state permits are already issued then CMAP will not review the development under the DRI process.

3. Thresholds that must be exceeded for CMAP to proceed with a DRI review.

At least **two** of following quantitative thresholds must be exceeded in order for CMAP to proceed with a DRI review.

- The project is estimated to generate or divert greater than 50,000 auto vehicle trips (or truck equivalent) per day on the region's highway system.
- The project is estimated to add a net discharge of greater than 5 millions gallons effluent per day.
- The project adds greater than 500 acres of impervious paved surfaces and rooftops.

4. DRI designation by the CMAP Board.

The following steps compose the DRI Review by the CMAP Board.

A. CMAP staff prepares documentation certifying that:

- The DRI request has been properly made.
- Criteria to review within the proper time window are met.
- DRI thresholds are exceeded based on reported characteristics of the project.

B. The DRI request and the staff documentation is placed on the agenda for the next regular Board meeting.

C. After discussion, the Board votes to accept/reject the DRI review request.

- By accepting: The Board is directing CMAP staff to conduct an evaluation and prepare an advisory report within 30 days.
- By rejecting: The Board is directing CMAP staff to issue a statement of no further action on the request.

D. CMAP will notify jurisdictions with authority and affected property owner(s) of record of the Board's decision. Neighboring property owners and jurisdictions will be notified consistent with the method used by the jurisdiction with permit authority. The Board's decision will also be posted on CMAP's Website in a form permitting interested individuals to subscribe for e-mail notification.

5. DRI Advisory Report

The following steps compose the preparation by CMAP staff of the DRI Advisory report. A DRI Advisory Report is prepared only if the Board votes to accept the DRI review request. The DRI Advisory Report must be published within 30 days of the Board's acceptance of the DRI request.

- A. CMAP staff prepares an outline of advisory report topics to be evaluated along with an itemization of information needed to analyze the project (including but not limited to traffic estimates, site maps, proposed uses and densities). The advisory report will seek to establish whether the proposal:
 - a. Significantly affects important features of the natural environment.
 - b. Significantly changes prevailing development density. Examples include large new developments that might place unexpected burdens on water supply, sewer, storm water and local road systems.
 - c. Significantly affects operations on a regional transportation facility. Examples include major commercial, industrial or warehousing developments sited for convenient access to expressways and tollways.
 - d. Significantly changes existing land use patterns. Examples include substantial conversion between agricultural, residential, commercial and/or industrial uses.
 - e. Affects the function or performance of a planned or existing public investment.
- B. If CMAP staff does not currently have access to needed data, a request is made to jurisdictions with authority. At their discretion, the jurisdiction may pass the request to an appropriate provider of the data. In any case, CMAP staff will proceed with preparing the advisory report with the best available data.
- C. CMAP staff will formally submit the report to the CMAP Board. CMAP will notify jurisdictions with authority and affected property owner(s) of record of the advisory report publication. Neighboring property owners and jurisdictions will be notified consistent with the method used by the jurisdiction with permit authority. The

publication will also be posted on CMAP's Website in a form permitting interested individuals to subscribe for e-mail notification.

6. Closing the DRI review

The DRI process is considered complete once CMAP publishes the advisory report or issues a No Further Action statement. CMAP will not accept repeat requests to review a project unless the scope or scale of the project has substantially changed.

The CMAP Board may hold subsequent discussion on the subject matter of the advisory report at its discretion.

Frequently Asked Questions (FAQs)

What is a Development of Regional Importance (DRI)?

A DRI is a large-scale development proposal that has the possibility of introducing widespread regional impacts to the daily activities of significant numbers of people or the natural environment.

Does CMAP charge a fee to review a DRI?

There are currently no plans to charge a fee for reviewing a potential DRI.

Are there any financial incentives to encourage compliance?

There is no current policy for financial incentives.

What kinds of response might the CMAP Board give in their review?

In acting on the DRI request, the Board may either issue statement of No Further Action or direct staff to prepare an advisory report to be completed within 30 days. The Board may review and comment on the advisory report content at its discretion.

Why would anyone want to have their projects reviewed?

Sponsors can receive good publicity akin to a 'Good Planning Seal of Approval.' CMAP's review may also assist proposal sponsors in responding to local concerns regarding the impacts of a proposal. The dialogue and evaluation associated with the DRI process may also reveal opportunities to improve a proposal.

Does CMAP have the authority to stop a project?

No, CMAP's role is advisory.

What happens after a DRI review?

After the DRI review, the process is complete. CMAP may pursue further involvement in ongoing planning for the project based on its findings.

How should advocacy groups and citizens initiate a DRI?

All individuals are governed by a County or municipality and they are free to communicate with governmental leaders inside and outside their own jurisdictions. All counties and municipalities are represented by members on the CMAP Board. Specific planning interests are also represented on CMAP working committees. This allows any individual or advocacy group an avenue to organize a formal DRI review request.

DRAFT FOR DISCUSSION ONLY

Will affected communities be alerted that a project is being considered for a DRI?

Yes, through conventional methods of public notification and disclosure such as the media and internet.

What is the role of CMAP staff in the DRI process?

Only CMAP's Executive Director may request a DRI review. Existing staff will be trained to manage DRI administration. Senior staff with subject matter expertise will be asked to prepare an Advisory Report if necessary.

Does the DRI process replace or duplicate other CMAP review procedures?

No, the DRI process is intended to review the comprehensive planning implications of large-scale development. Other review procedures focus on more strategic planning concerns.

How many votes are needed for the CMAP Board to act on a DRI request?

CMAP's Board requires a supermajority of 12 of 15 votes to act on any matter before them.

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Discussion regarding a summary update to the 2007 Comprehensive Plan

MEETING DATE: April 13, 2009

COMMITTEE: Planning, Building and Zoning

FROM: Peter Gugliotta *RG*

REQUEST: Discussion regarding a summary update to the 2007 Comprehensive Plan.

BACKGROUND: The Village adopted the Comprehensive Plan in August 2007. The Comprehensive Plan is intended to guide decisions associated with land use, economic development, neighborhoods, housing, transportation, urban design, open space, and the environment. Chapter 1 of the plan includes goals and objectives that provide the framework for the plan.

DISCUSSION: In order to monitor implementation of the plan, a summary of efforts that further the goals of the plan has been compiled. Some of these efforts involve projects that the Village undertakes on a regular basis and others are new initiatives. In addition to the specific initiatives listed in this summary, staff regularly references the plan when reviewing land use and zoning proposals and when relevant, details of the plan are discussed as part of the Plan Commission review process.

It should be noted that this document is not intended to be a formal amendment to the Comprehensive Plan, but rather it is a summary update of Village efforts that are in keeping with the goals of the plan. An amendment would not typically be done to the plan unless the prior plan became outdated or if there was a significant change in the goals the Village wished to pursue. Neither of these situations is true at this time.

This document was reviewed by the Comprehensive Plan Advisory Committee and is presented now in final form. The complete 2007 Comprehensive Plan can be viewed at www.hoffmanestates.org/compplan.

RECOMMENDATION: For informational purposes only.

Attachments

COMPREHENSIVE PLAN SUMMARY UPDATE



April 13, 2009

The Comprehensive Plan is intended to guide the long range development policy of the Village. This informational update summarizes efforts by the Village toward implementation of the stated goals of the Plan. Also included at the end is a summary of key specific projects that have advanced since adoption of the Plan.

Corresponding 2008-2009 Village Board Goals are noted where appropriate (ST=Short Term, LT=Long Term).

Goal 1 - Maintain Strong and Healthy Neighborhoods

DEVELOPMENT SERVICES

- LT #4 Cooperated with Forest Preserve for new pedestrian/bike path in Paul Douglas Forest Preserve. Worked with Huntington Woods Corporate Center to provide paths to tie into forest Preserve paths. IDNR grant applied for to expand path connections, with partial funding from the developer.

PUBLIC WORKS

Pursuing several grants/loans for infrastructure improvements under the American Recovery and Reinvestment Act

VILLAGE WIDE

Monitoring and pursuing American Recovery and Reinvestment Act grants through various agencies, for various purposes.

Incorporated new and improved public meeting space into design for Village Hall Remodeling, new Fire Station 24, and new Police Department Building and Site

COMPREHENSIVE PLAN SUMMARY UPDATE



April 13, 2009

Goal 2 - Maintain a High Quality of Life

Improve access to Village amenities through better communication with the public:

ST #4 New Village website activated in 2008

ST #4 Two Community Electronic Message signs approved and installed

DEVELOPMENT SERVICES

LT #4 Draft of Comprehensive Bike Plan approved - final plan being developed

Expansion of Residential Property Maintenance Program (evening & weekend inspections, Clean Sweep Day)

Commercial Property Maintenance Program was expanded to include additional properties

LT #4 Obtained CMAQ funding for bike path/sidewalk on Higgins Road

LT #5

GENERAL GOVERNMENT

ST #1 Improve Public Facilities – Village Hall renovations, new Police Department Building, new Fire Station 24, Beacon Pointe Water Tower

ST #2 Village Partnership on Sports Council to enhance use of sports facilities

COMPREHENSIVE PLAN SUMMARY UPDATE



April 13, 2009

Goal 3 - Enhance and Update the Retail Environment

DEVELOPMENT SERVICES

ST #9 Worked with Hoffman Plaza & Jewel on Renovations completed Oct. 2008
LT #3

LT #3 Working with other property owners in Roselle Road BID on improvements

ST #2 Attend ICSC (National & Chicago)

LT #7 Working with Barrington Square Mall owners and Land Use Committee on redevelopment strategy

ST #2 Working with Fountain Crossing tenants on ingress, lighting, and signage issues

ST #2 *Explore Hoffman!* and *Visit Hoffman!* Guides

Ongoing Commercial Property Maintenance and Improvement Program

ST #2 Working with existing and potential businesses to obtain better signage for Prairie Stone Entertainment District

COMPREHENSIVE PLAN SUMMARY UPDATE



April 13, 2009

Goal 4 - Ensure Quality Housing is Accessible

DEVELOPMENT SERVICES

Approved zoning and concept plan for Plum Farms Development with attached- and multi-family units

Poplar Creek Village Senior Housing multi-family project

CDBG funding - North West Housing Partnership rehabilitation program

GENERAL GOVERNMENT

Evaluated possible grant under the Economic and Housing Recovery Act of 2008

Monitoring and evaluating other grant opportunities for housing assistance

COMPREHENSIVE PLAN SUMMARY UPDATE



April 13, 2009

Goal 5 - Provide Transit Alternatives

GENERAL GOVERNMENT/DEVELOPMENT SERVICES

- ST #5 STAR Line - Task Force, Input on CN acquisition process
- LT #5

DEVELOPMENT SERVICES

- Funded, created and implemented a Taxi Discount Program – recently modified to now include airport trips
- LT #4 Comprehensive Bike Plan development underway
 - Administer HOT Line Shuttle service, Pace Route 557
 - Funding for share of Pace Route 554
 - Working with Pace and other communities on future Golf Road corridor transit service
- LT #4 With new developments, require sidewalk and/or path connections where appropriate
- LT #4 Applied for CMAQ grants for bike path connections on Huntington ROW between Higgins and Golf
- LT #4 Applied for CMAQ grants for bike path connection under Tollway and Hoffman Boulevard bridges to connect Prairie Stone and Shoe Factory Road paths
- ST #5 Investigating and potentially implementing components of Village's Transit Plan
 - Encouraging use of Pace rideshare.com (carpool/vanpool) – made presentations to local businesses

COMPREHENSIVE PLAN SUMMARY UPDATE



April 13, 2009

Goal 6 - Provide Additional Civic Space

POLICE

- ST #1 Incorporate indoor community space and outdoor event space in new Police Department Building project

GENERAL GOVERNMENT

- ST #1 Enhancements to the Village Hall public meet space rooms

FIRE

- ST #1 Incorporated community meeting space in the new Fire Station 24

DEVELOPMENT SERVICES

- LT #3 Reviewing opportunities in Roselle Road BID for community focal points
- ST #2 Working on plans for the Prairie Stone Streetscape project includes focal points and various amenities
- ST #2 Working with Beacon Pointe Phase 2 owner to include community based focal points in possible new neighborhood retail/mixed-use center
- ST #5 Evaluate options for community space within TOD development at STAR Line stations

COMPREHENSIVE PLAN SUMMARY UPDATE



April 13, 2009

Goal 7 - Preserve Village History

VILLAGE WIDE

ST #7 Various 50th Anniversary Activities

GENERAL GOVERNMENT

ST #7 Village Historian

ST #7 Consultant hired to write Village's history

ST #7 Oral History

ST #7 Sunderlage Farmhouse renovations

ST #7 Consideration of "honorary" street name signs

ST #7 Historical Sites Commission established and supported

The 2007 Comprehensive Plan included discussion about preservation of several locally historic structures, including the Lindberg Schoolhouse on Shoe Factory Road. After several lengthy deliberations at public meetings, and after considering numerous perspectives and facts, the Village Board voted to approve a request by the owner of the Lindberg School to allow demolition of the building. A commitment to provide a donation of \$100,000 was secured to be used for historic related purposes as compensation for elimination of the building. The Village continues to value locally historic structures, however it is recognized that there are situations where preservation may not be an option.

COMPREHENSIVE PLAN SUMMARY UPDATE



April 13, 2009

Goal 8 - Encourage New Mixed Use Development

DEVELOPMENT SERVICES

- ST #2 Plum Farms development proposal concept plan approved Dec 2008
- ST #2 Ongoing support for Prairie Stone Entertainment District
- ST #2 Consideration of Beacon Pointe Phase 2 proposal
- ST #2 Considering mixed-use developments on other non-typical sites that would require a change in zoning

DEVELOPMENT SERVICES & GENERAL GOVERNMENT

- LT #5 STAR Line TOD planning
- ST #5
- LT #5 Discussions/agreement with Huntington Woods developer for possible station
- ST #5 location/TOD project

COMPREHENSIVE PLAN SUMMARY UPDATE



April 13, 2009

Goal 9 - Support Community Resource Centers

LT #2 Support for Community Resource Center at Bode/Salem Apartments
ST #4

POLICE

ST #1 New Police Station to include a second Community Resource Center
ST #4
LT #2

COMPREHENSIVE PLAN SUMMARY UPDATE



April 13, 2009

Goal 10 - Maintain a Strong Office Market

DEVELOPMENT SERVICES

- ST #2 Economic Development Division continues to monitor office market and work with real estate representatives on possible office developments
- ST #2 Approvals for Huntington Woods Corporate Center (Mori Seiki, Big Kaiser)
- ST #2 Prairie Stone Business Park – working with developers on infill office sites (JCL Bioassay, Serta, Liberty Mutual, AMCOL)
- ST #2 Continuing retention efforts to keep existing businesses in the Village (High Voltage)

COMPREHENSIVE PLAN SUMMARY UPDATE



April 13, 2009

Goal 11 - Ensure Environmental Sustainability

LT #1 Green Initiatives Commission Created

GENERAL GOVERNMENT

ST #1 Village buildings (Police Department, Fire Station 24) LEED certification

LT #1

LT #1 New recycling program implemented in fall 2008 led to a 10% increase in recycled materials in the first months

DEVELOPMENT SERVICES

LT #4 Coordinate with Cook County Forest Preserve on various projects, including path connections and new paths

LT #1 AMCOL approval with LEED certification

LT #1 Reviewing development codes and proposing amendments to encourage environmental sustainability

LT #1 Transit, pedestrian/bike programs, hybrid vehicle purchase

LT #4

LT #1 Applied for CMAQ grants to retrofit several diesel vehicles

LT #1 As part of recent street reconstruction projects, evaluated ways to reduce pavement width in replace with green space in appropriate locations

OTHER SIGNIFICANT INITIATIVES

Comprehensive Bike Plan

Technology Updates

Community Message Signs

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization for an EDA Contract for traffic signal design for Higgins Road/Prairie Stone Parkway intersection in an amount not to exceed \$70,587

MEETING DATE: April 13, 2009

COMMITTEE: Planning, Building and Zoning

FROM: *M.K.* Mark Koplin

REQUEST: Request authorization for an EDA Contract for traffic signal design for Higgins Road/Prairie Stone Parkway intersection in an amount not to exceed \$70,587.

BACKGROUND: In 2006, Sears hired KLOA to begin work on the traffic signal warrant analysis for the proposed traffic signal at Higgins Road and Prairie Stone Parkway. Village staff prepared a traffic signal warrant study which was presented to IDOT. IDOT approved a signal installation, subject to several conditions. These include preparing an Intersection Design Study for State approval, maintaining minimum levels of service at the intersection, installing an eastbound right turn lane on Higgins Road, and potentially opening the several westbound left turn lanes and changing the signal operation to allow left turns only on a protected arrow. An EDA Contract for the original KLOA work (Phase I) was approved by the Village Board.

Pursuant to the Economic Development Agreement, which requires submittal to and approval by the Village Board, Village staff have prepared a proposed contract for the Phase II and III design of a new traffic signal proposed at the Higgins Road/Prairie Stone Parkway intersection. The work, considered EDA eligible, is consistent with previous site preparation and public infrastructure EDA Contracts approved by the Village since inception of the EDA.

Project costs, as defined in the Economic Development Agreement, include "construction of the Public Improvements". These improvements are specifically referenced in Exhibit I, Section E.b and c under Phase II Development Public Site Improvements - Roadways. Costs related to the improvements in the right of way are to be considered reimbursable from the Junior Lien Bond Funds.

A copy of the EDA Contract was placed on the Trustees' table on April 6, 2009.

DISCUSSION:

This contract is the second phase and includes design, engineering, and inspection services (should the state approve the signal installation). The Village Board approved the contract with V3 at the April 19, Board meeting. This proposed contract is to be awarded as a "not to exceed" contract. The total contract amount is a reasonable estimate of the work to be performed and, as such, only the actual costs of services performed will be invoiced and paid.

Village staff will prepare periodic pay applications and recommend reimbursement only for those expenses meeting criteria and covered under this EDA Contract. The summary sheet on the first page lists all of the subcontracts and the associated amounts. It is noted that all of these costs are to be reimbursed from bond funds. A description of each of the specific components of the proposed EDA Contract follows.

V3 Consultants

Twelve proposals for professional services to design and inspect construction of the new traffic signal were received. Staff recommended V3 Consultants for this contract. Their scope of services includes preparation of construction an intersection design study for approval by IDOT. Then V3 would prepare construction drawings and package to bid. Following award of the construction contract, V3 would inspect all work and document according to Village and IDOT needs.

The total amount of this subcontract (design fees plus reimbursables are included) is \$61,114.

Construction Management Fee (Village of Hoffman Estates)

Consistent with the previously approved EDA Contracts, a management fee is requested for this project. The fee paid to the Village will be 5% to cover staff time, primarily for the Transportation and Engineering Division.

The total amount of this subcontract is \$3,056.

Contingency

A contingency is requested to cover the unknown costs associated with design and construction of the improvements. The contingency represents 10% of the total of the subcontracts and is consistent with previously approved EDA Contracts.

A total of \$6,417 is requested for contingency.

RECOMMENDATION:

Recommend approval of an EDA Contract for the Higgins Road/Prairie Stone Parkway traffic signal with:

- A. V3 Consultants (Woodridge, IL) in the amount of \$61,114.
- B. Village of Hoffman Estates in the amount of \$3,056.
- C. Include a contingency of \$6,417.

For a total not to exceed \$70,587.

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization to award a contract for elevator inspections and plan review for the Village of Hoffman Estates to Thompson Elevator Inspection Service, Inc., Mt. Prospect, IL

MEETING DATE: April 13, 2009

COMMITTEE: Planning, Building and Zoning

FROM: *M, V.* Mark Koplin

REQUEST: Request authorization to award a professional services contract to Thompson Elevator Inspection Service, Inc. for bi-annual elevator inspections, as well as elevator plan review and inspection for new construction at unit places listed in their proposal.

BACKGROUND: Thompson Elevator Inspection Service, Inc. has provided elevator inspection and plan review services in the Village since 1978. The services provided by Thompson have met and exceeded the Village's expectations. However, with the recent implementation of a state elevator code and the fact that the Village had not entertained proposals for these professional services for some time, it was appropriate to issue a Request For Proposals (RFP).

Copies of the two proposals were placed in the Trustees' Office on April 2, 2009.

DISCUSSION: The Village sent proposals to nine firms from the Chicago area and from the State of Illinois. We received two proposals, one from Thompson Elevator Inspection Service, Inc. and the other from Elevator Inspection Services Co., Inc. Staff reviewed both proposals and offers the following analysis.

Thompson provided a comprehensive proposal to provide elevator inspection and plan review service to the Village. Staff believes Thompson has the ability to perform and meet the Village's needs and expectations. Thompson's qualifications are as follows:

- ◆ Five full time office personnel.
- ◆ Twenty-three certified full time inspectors.
- ◆ Insurance coverage that exceeds the Village's requirement.
- ◆ Positive references from many of their 150 communities where they currently perform these services.
- ◆ Vast experience and expertise.

DISCUSSION: (Continued)

It is noted that the Code Enforcement Division has not had any problems working with Thompson over the years. Thompson has been responsive and timely. In consideration of the current economy, Thompson provided lower costs for these services (from what they currently charge), reducing the bi-annual inspections from \$43 per elevator to \$38 each, and plan review from \$100 per elevator to \$75 per elevator. It is noted that the Village charges a bi-annual elevator inspection permit fee of \$55, which covers all of the consultant's costs, plus Village staff/administrative costs.

The Elevator Inspection Services Co., Inc. proposal indicates that they have one part-time office person and 12 part-time certified inspectors. Their costs are less than Thompson's, with \$30 for inspections and \$40 for plan reviews. Their insurance coverage meets the Village's requirements. References contacted were mixed. We have also heard that one community recently switched from Elevator Inspection Services Co., Inc. to Thompson.

Staff recommends approval of a contract with Thompson Elevator for a five year period at the rates indicated in their proposal.

FINANCIAL IMPACT:

There is no impact to the Village as these costs are passed through to the building owners/operators.

RECOMMENDATION:

Due to the significant full time staff, cost reduction, past experience with the Village, and the mixed references of the other proposing company, staff recommends approval of a five year contract with Thompson Elevator Inspection Service, Inc., Mt. Prospect, IL, at the unit prices cited in their March 2, 2009, proposal.



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

**SUBMITTED TO PLANNING, BUILDING & ZONING COMMITTEE
APRIL 2009**

(NOTE: Items in *italicized text* indicate projects with a high level of activity during the most recent monthly period.)

PLAN COMMISSION

MARCH 18, 2009 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
Subway, 1411 Palatine Road	Site plan amendment for rear customer entrance	Approved
JCL Bioassay, Prairie Stone Parcel 18, 2860 Forbs Avenue	Preliminary and final site plan	Approved
Village of Hoffman Estates	2009 zoning map review	Approved

APRIL 1, 2009 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
National City Bank, 1600 W. Algonquin Road	Site plan amendment for inline bank and detached drive-thru structure	Approved
TigerDirect.com, 625-675 Golf Road	Site plan amendment for site improvements	Approved

Upcoming Meeting: April 15, 2009

UG Hoffman, LP and Yavitski, LLC, Saddle Room, 5295 Prairie Stone Parkway - Preliminary and final plat of resubdivision and preliminary concept plan for a restaurant with OTB

Upcoming Meeting: May 6, 2009

McShane Corporation - Stormwater detention & grading approval-Huntington Woods West (Central Rd. & AT&T Drive)
Village of Hoffman Estates - Subdivision Code amendments

Upcoming Petitioners and Related Activities

Southeast corner of Hassell & Barrington - Site plan for retail buildings
Barrington Square Mall - Site plan for site improvements, including demolition of former Menards
Beacon Point Phase II - Annexation Agreement Amendment and site plan for residential/commercial development.
Prairie Stone Parcel 24 - Plat of resubdivision
Police Department - Rezoning, plat of consolidation, and final approval of landscape plan and generator
Comfort Inn (Baymont Suites) - Plat of resubdivision
Shree Jalaram Mandir Expansion, 425 Illinois Boulevard - Site plan for parking and building expansion.
McDonough Rd Property - McDonough Rd (just north of Yorkshire Woods) - Plat of disconnection for a sliver parcel
Alliance Church, 665 Grand Canyon Parkway - Site plan for parking lot expansion
 High School District 211, Berner Road - Subdivision plats for single-family homes
 Poplar Creek Crossing Shopping Center - Plat of resubdivision
 Prairie Pointe (Prairie Stone Parcel 23) - Site plan for retail building
 Church, southwest corner of Berner and Shoe Factory Roads - Annexation and site plan for new church
 Church, west side of Rohrssen Road, south of Shoe Factory Road - Annexation
 Prairie Stone, Sears parcel (next to helipad) - Site plan for small office on outparcel
 Bright Hope, Northwest Corner Hassell & Stonington - Site plan amendment for site improvements
 Prairie Stone, Parcel 8 - Site plan for a new office/warehouse building(s)

ZONING BOARD OF APPEALS

MARCH 17, 2009 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
Resident, 1545 Bradley Lane	Variation for garage size	Approved
Berkshires at Hoffman Estates, 875 Pacific Ave.	Variations for sign	Approved
Village of Hoffman Estates	2009 zoning map review	Approved

APRIL 7, 2009 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
National City Bank, 1600 W. Algonquin Road	Variations for canopy setback and sign	Approved
Prairie Stone Corporate Center and Prairie Stone Commons, southwest corner of Pratum Avenue and Trillium Boulevard	Master Sign Plan	Approved

Upcoming Meeting: April 21, 2009
 611 Randi Lane - Variation for addition
 Saddle Room, 5295 Prairie Stone Parkway - Special use and variations for restaurant with OTB

Upcoming Meeting: May 5, 2009
 No petitioners currently scheduled

Upcoming Petitioners:
 T-Mobile/Village of Hoffman Estates, 2550 Beverly Road - Special use for cell antennas
 T-Mobile/Village of Hoffman Estates, 4690 Olmstead Drive - Special use for cell antennas
 EDA Text Amendments - Signs (ZBA tabled on 2/19/08)
 Water Park H₂Otel's Prairie Stone LLC, 5555 Prairie Stone Parkway - Master Sign Plan
 Prairie Pointe (Prairie Stone Parcel 23) - Master Sign Plan
 America's Bar, Barrington Square Mall - Sign variation
 Princeton HOA - Variation for residential subdivision identification sign
 Deer Crossing Estates - Variation for illumination of residential subdivision ID sign

GENERAL ACTIVITIES

General Planning Efforts. Staff has held several meetings to discuss various sites that may be the subject of future development or redevelopment, including several in Prairie Stone and the Roselle Business Improvement District. Staff has also continued to stay in contact with recently approved projects that have not yet started construction to determine if any assistance can be provided to facilitate the projects moving forward. Generally, given the winter conditions, most projects will now wait for spring to start construction.

Prairie Stone Entertainment District. Staff is coordinating the Prairie Stone Entertainment District streetscape and signage project. Staff is working with the consultant to have plans developed for the first phase of improvements with a goal of installation in 2009. Coordination is also being done with businesses, including Cabela's, regarding their signage needs and how they will fit with the Village efforts.

Training. Peter Gugliotta and Brian Portz participated in a free online podcast sponsored by the American Institute of Certified Planners (AICP) entitled *Making a Difference with Green Community Strategies*. Peter Gugliotta participated in panel discussion sponsored by the Chaddick Institute of DePaul University in Chicago called *In Transition: Reassessing the Roles and Responsibilities of Planning Departments*. Jim Donahue attended a seminar on *Sustainable Site Development* sponsored by ASLA. Ashley Monroe attended the *Suburban Cook County 2009 Continuum of Care Orientation* sponsored by the Alliance to End Homelessness, which addresses a key goal of the CDBG program.

COMMUNITY DEVELOPMENT BLOCK GRANT

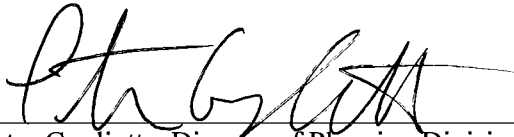
Neighborhood Infrastructure Improvements. The contractor continues work on Phase 1 of the Barrington Square neighborhood street light installation. The project is expected to be completed in the near future.

Single-Family Housing Rehabilitation. North West Housing Partnership (NWHP) is working on the current 2008 program year. Remodeling work has been completed on 3 homes and 1 is being completed. There are 8 additional homes in the process of having work scheduled.

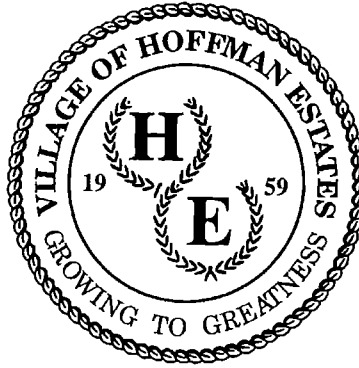
General. Staff is working on regular report items that are periodically due to HUD. With recent staffing changes in the Division, meetings have also begun with an experienced CDBG consultant who is assisting with program management and with training of additional staff members. Work is proceeding on the formulation of the 2009 Annual Action Plan, which will ultimately need to be submitted to HUD in August.

HUD will perform a monitoring audit during the week of April 13.

The Village has been notified that an additional \$81,078 is being made available to Hoffman Estates from the American Recovery and Reinvestment Act (ARRA). This allocation has been assigned to entities currently receiving CDBG funds and will need to be spent on infrastructure projects that meet typical CDBG eligibility requirements. Staff is awaiting further information from HUD on the specific rules for using these funds. Potential projects will be brought forward for Planning, Building and Zoning Committee consideration in the near future.



Peter Gugliotta, Director of Planning Division



CODE ENFORCEMENT
MONTHLY REPORT
SUBMITTED TO PLANNING, BUILDING & ZONING COMMITTEE
April, 2009

Attached is the monthly report for Code Enforcement for the period ending March 31, 2009.

Don Plass, Director of Code Enforcement

ACTIVITIES

Don Plass attended the Northwest Building Officials and Code Administrators (NWBOCA) monthly meeting; the topic was "Installation of Unifrax Ductwrap for Commercial Hood and Duct Systems." During the meeting, Don was voted a Honorary Member of NWBOCA for his service to the code industry. In the 40 years of NWBOCA, Don is only the second code official to receive this honor.

On March 6, 2009, Tim Meyer, John Cumpek and Harry Gunderson attended the Suburban Building Officials Training Institute in Lisle, Illinois. The topic was "Residential Fire Sprinklers."

On March 13, 2009, Ray Norton and Don Plass attended the Suburban Building Officials Training Institute in Lisle, Illinois. The topic was "National Green Building Standard."

On March 20, 2009, Arja Kasper and Carol Murray attended the Suburban Building Officials Training Institute in Lisle, Illinois. The topic was "Customer Service as a Team Approach."

On March 27, 2009, Ray Norton, Jeff Mattes, Tim Meyer, and John Cumpek attended the Suburban Building Officials Training Institute in Lisle, Illinois. The topic was "Building Performance Evaluation."

EMERGENCY CALL OUTS

No call outs

DEMOLITION PERMITS

2 E. Higgins Rd.- demo of former Shell Gas Station

CONSTRUCTION INSPECTIONS

Inspections performed:

- | | | | |
|--------------|----|--------------|-----|
| • Structural | 46 | • Mechanical | 47 |
| • Electrical | 47 | • Other | 131 |
| • Plumbing | 53 | | |

CODE ENFORCEMENT MONTHLY REPORT

APRIL, 2009

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CITATIONS

Mirsad Hot
425 Aberdeen
Expired Permits (2)

Tom Alex
475 Westview
Inoperable vehicle (5)

Lois Crowley
3515 Winston
Improper storage

Great Clips
4640 Hoffman Blvd.
Obstruction in the right of way – signs

Dennis Kelly
1625 Burning Bush
Improper storage

New Haven Development
950 Freeman
Vacant structure in disrepair (2), open electrical boxes (2), deck in disrepair (2), windows in disrepair (2), failure to maintain exterior surfaces (2) and missing address numbers

Optimum Granite
570 Stevenson Rd., South Elgin
Obstruction in the right of way

Divyesh Patel
1245 Fairmont
Inoperable vehicle (2)

Michael Walker
2163 Hassell
Inoperable vehicle

CODE ENFORCEMENT MONTHLY REPORT

APRIL, 2009

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William Williams
1305 Sturbridge
Inoperable vehicle

Luis Munoz
190 Maricopa
Roof in disrepair

Edward Kallhoff
735 Maple
Failure to maintain exterior surfaces

Cynthia Maheras
750 Maywood
Improper storage and trailer stored on unapproved surface

Hope Shiba
75 Kingman
Debris on property, failure to maintain accessory structures and failure to maintain exterior surfaces

Kim Barwick
1290 Newcastle
Debris accumulation

B-Bello Osagie
1392 Oakmont
Inoperable vehicle, roof in disrepair and debris accumulation

Armando Gamboa – Grand Sports Arena
2350 Hassell Rd
Unsafe Structure (3)

Anthony Lang – Jet Photo
1057 N. Roselle Rd.
Failure to obtain business license (2)

Netra Wadehra
1285 W. Sturbridge
Improper toter storage

CODE ENFORCEMENT MONTHLY REPORT

APRIL, 2009

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Jack Miller
2221 Harwinton
Open Junction Box (3)

Jack Miller
2221 Harwinton
Improper maintenance of smoke detectors (3)
Jack Miller
2221 Harwinton
Failure to maintain sound condition of windows (3)

Jack Miller
2221 Harwinton
Failure to obtain permit for plumbing (3)

Jack Miller
2221 Harwinton
Failure to obtain permit for insulation/drywall (3)

Jack Miller
2221 Harwinton
Failure to obtain permit for electric (3)

Jack Miller
2221 Harwinton
Failure to obtain permit for hot water tank (3)

Jack Miller
2221 Harwinton
Failure to obtain permit for furnace (3)

RESIDENTIAL INSPECTION REPORT

The Residential Inspection Program will be focusing on all single family homes located north of Golf Rd. and south of I 90. Informational postcards have been sent to all households in the inspection area. Inspections will begin in May.

MULTI-FAMILY LICENSING REPORT

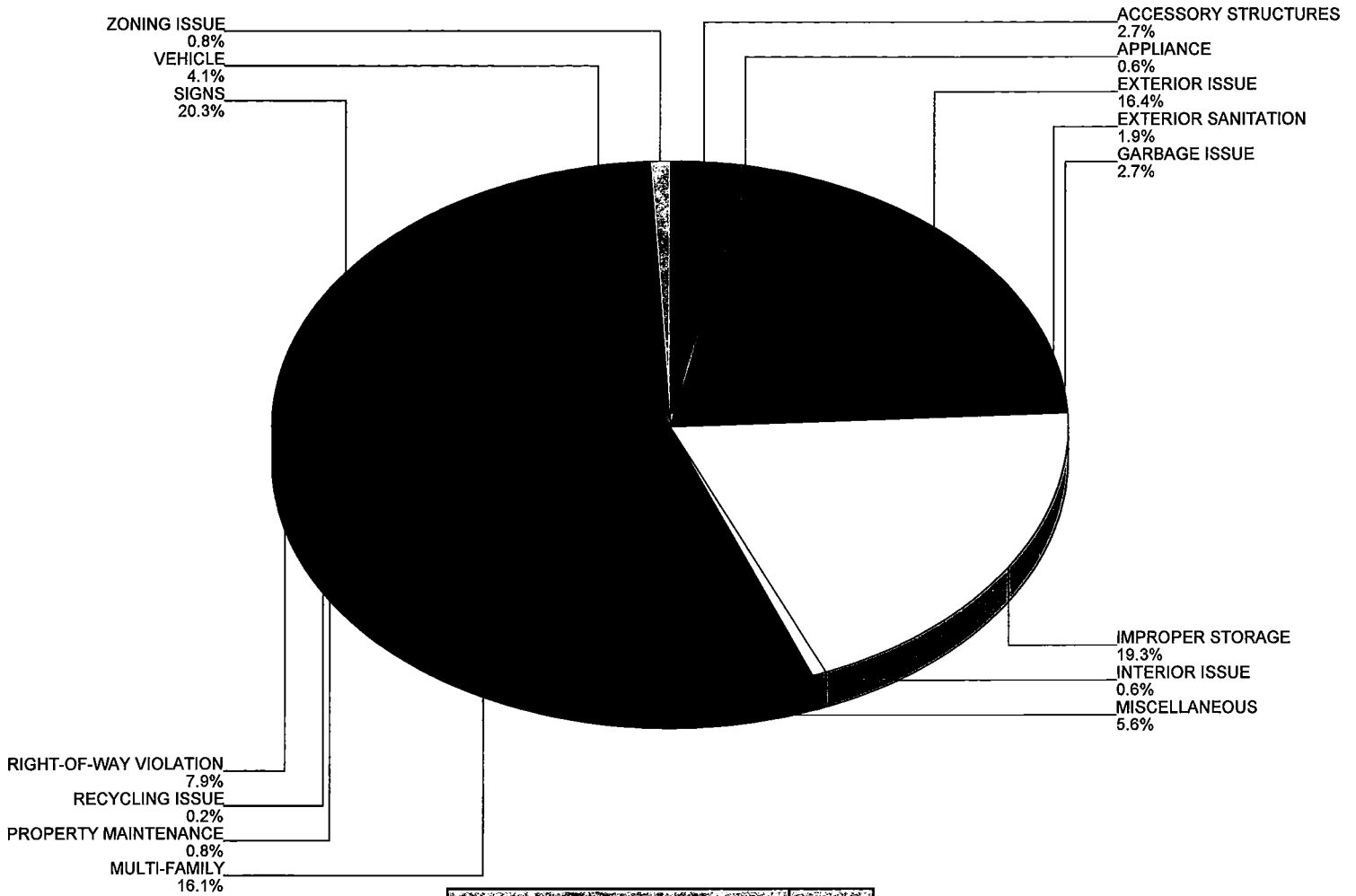
Multi Family winter re-inspections are on going. Letters for annual inspections of all multi family properties will be sent out the week of April 20, 2009.

ENVIRONMENTAL HEALTH INSPECTION REPORT

The following table presents a breakdown of the different types of inspections the Health Officer performs. These inspections can be routine, license or complaint driven. Food establishments are divided into the risk categories of high, moderate or low/minimal risk. 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. Banquet facilities, nursing homes, and large operations such as Sears Holdings cafeteria are defined as high risk and are inspected more frequently than other risk categories. Fast food, grocery stores and day care facilities present a moderate risk to the public while the low risk category is reserved for convenience stores, coffee houses and similar facilities. There are over 180 food establishments that require inspections each year.

ACTIVITY	THIS MONTH	YEAR TO DATE
High Risk	1	69
Moderate Risk	35	36
Low Risk	1	10
Swimming Pools	0	2
Other Inspections	9	23
Totals:	46	140

Monthly Code Violation Summary Report 3/1/2009 - 3/31/2009



Violation Type	Total
ACCESSORY STRUCTURES	13
APPLIANCE	3
EXTERIOR ISSUE	79
EXTERIOR SANITATION	9
GARBAGE ISSUE	13
IMPROPER STORAGE	93
INTERIOR ISSUE	3
MISCELLANEOUS	27
MULTI-FAMILY	78
PROPERTY MAINTENANCE	4
RECYCLING ISSUE	1
RIGHT-OF-WAY VIOLATION	38
SIGNS	98
VEHICLE	20
ZONING ISSUE	4
TOTAL	483

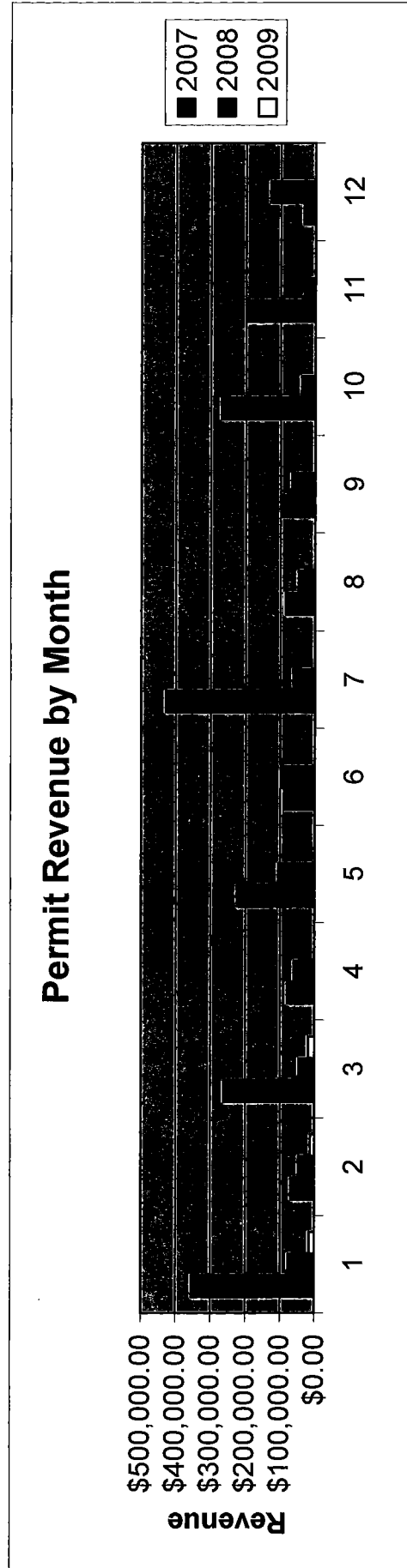
PERMIT REPORT

DESCRIPTION	2008 YEAR-TO-DATE # OF PERMITS (not including current month)	2008 MARCH # OF PERMITS	2008 TOTAL YEAR-TO-DATE # OF PERMITS	2009 YEAR-TO-DATE # OF PERMITS (not including current month)	2009 MARCH # OF PERMITS	2009 TOTAL YEAR-TO-DATE # OF PERMITS
Business Remodeling	8	3	11	9	10	19
Demolition	2	0	2	0	1	1
Driveways	3	1	4	1	3	4
Electrical	17	6	23	17	13	30
Fences	0	4	4	3	4	7
Mechanical	9	5	14	16	13	29
Miscellaneous Permits	5	13	18	4	7	11
Multi-Family Remodeling	0	0	0	1	0	1
New Business	1	0	1	0	0	0
Plumbing	39	26	65	23	26	49
Pools - Above Ground	0	0	0	0	0	0
Pools - In-Ground	0	1	1	0	0	0
Residential Decks	1	1	2	1	1	2
Residential Patios	0	1	1	0	1	1
Residential Garages	0	0	0	1	0	1
Residential Remodeling	10	7	17	8	5	13
Residential Sheds	1	2	3	0	1	1
Roofs/Siding	25	50	75	17	38	55
Signs	23	7	30	28	7	35
Single Family Residences	7	7	14	1	1	2
Town Homes/Duplexes	0	0	0	0	0	0
TOTALS	151	134	285	130	131	261

Permit Revenue Comparison

2009 Budget **\$680,940.00**

Year	2007	2008	2009
Jan.	\$354,681.74	\$75,235.48	\$14,988.31
Feb	\$68,301.48	\$45,474.16	\$11,279.07
Mar	\$261,861.42	\$44,994.58	\$17,251.32
Apr	\$78,271.92	\$58,869.25	
May	\$223,896.39	\$105,165.22	
Jun	\$88,629.82	\$95,125.07	
Jul	\$427,576.72	\$62,087.77	
Aug	\$84,385.76	\$46,856.30	
Sep	\$97,806.54	\$66,306.76	
Oct	\$268,766.39	\$38,290.37	
Nov	\$193,315.04	\$29,903.48	
Dec	\$32,444.64	\$129,259.48	
Revenue	\$2,179,937.86	\$797,567.92	\$43,518.70
Elevator Invoices	-\$26,290.00	-\$27,610.00	
Total Revenue	\$2,153,647.86	\$769,957.92	\$43,518.70



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