

AGENDA

*Village of Hoffman Estates
Second Meeting of the Month
Village Board of Trustees*

*1900 Hassell Road
Hoffman Estates, IL 60169
847/882-9100*

Board Room

May 14, 2018

(Immediately Following Special Finance Committee)

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **RECOGNITION OF AUDIENCE**
4. **APPROVAL OF MINUTES – May 7, 2018 (*Deferral Requested*)**
5. **CONSENT AGENDA/OMNIBUS VOTE (Roll Call Vote)**
(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Trustee so requests. In that event, the discussion will be the first item of business after approval of the Consent Agenda.)
 - A. Approval of Agenda
 - B. Approval of the schedule of bills for May 14, 2018 - \$4,067,870.95
6. **REPORTS**
 - A. **President's Report**
 - ... Great Citizen Awards (Courtne and Natalie Hogan)
 - ... Proclamation(s)
 - Christopher Lenczewski Day (20 Years' Service)
 - Kids to Parks Day
 - National Police Week
 - National Public Works Week
 - Safe Boating Week
 - Preeclampsia Awareness Month
 - ... Boards & Commissions Re-Appointments
 - B. **Trustee Comments**
 - C. **Village Manager's Report**
 - D. **Village Clerk's Report**
 - E. **Treasurer's Report**
 - F. **Committee Reports**
 - Finance
 - Public Works & Utilities
 - Public Health & Safety

7. PLANNING & ZONING COMMISSION REPORTS

- A. Request by Somerset Development (contract purchaser) for Preliminary Concept Plan approval for a mixed-use project "City Works" under Section 10-2-2.E of the Zoning Code for the approximate 150-acre property on the south side of Lakewood Boulevard between Eagle Way and Huntington Boulevard, and on the north side of Central Road (2000 Center Drive, 2001 Lakewood Boulevard, 2501 Eagle Way), with 6 conditions (see packets).

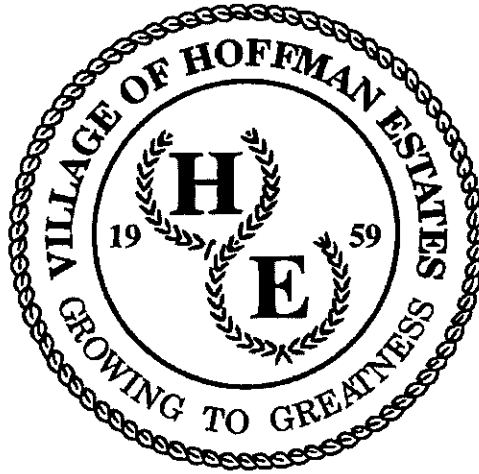
Voting: 8 Ayes, 3 Absent

Motion carried.

8. ADDITIONAL BUSINESS *(All other new business; those items not recommended unanimously by the Committee)*

- A. Request Board approval of an Ordinance amending Section 8-3-22, Number of Licenses, of Article 3, Alcoholic Liquors, of the Hoffman Estates Municipal Code (increase in number of Class "A" licenses, JBM Hassell Inc., d/b/a Three Aces Diner, 2314 Hassell Road, and VIP Café, LLC, 971 N. Roselle Road, and increase in number of Class "LC" licenses, VIP Café, LLC, 971 N. Roselle Road).
- B. Request Board approval of an Ordinance authorizing amendments to the 2017 Budget Ordinance.
- C. Request Board approval of an Ordinance amending Section 10-7-1, Guarantee of Performance, of the Hoffman Estates Municipal Code.
- D. Request Board approval of a Development Agreement with Hoffman Estates Acquisitions LLC for redevelopment of the former AT&T corporate campus.
- E. Request Board approval of request by Neighborhood Inn for a site plan amendment to add an enclosed outdoor seating area in the rear of the building at 2322 Hassell Road.
- F. Request authorization to award the beverage contract for the 2018 Northwest Fourth Fest to Lakeshore Beverage, Arlington Heights, IL.

8. ADJOURNMENT



BILL LIST SUMMARY

BILL LIST AS OF 05/14/18	\$	1,219,109.61
MANUAL CHECKS 05/07 - 05/10/18	\$	1,683.47
CREDIT CARDS 03/06 - 04/05/18	\$	110,641.23
WIRE TRANSFERS 04/01 - 04/30/2018	\$	1,517,327.03
PAYROLL 05/11/18	\$	<u>1,219,109.61</u>
TOTAL	\$	4,067,870.95

VILLAGE OF HOFFMAN ESTATES

May 14, 2018

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
GENERAL FUND			
01 0302	ACME TRUCK BRAKE & SUPPLY CO.	STOCK REPAIR PARTS	\$54.99
01 0302	FACTORY MOTOR PARTS CO	REPAIR PARTS	\$59.88
01 0302	O'REILLY AUTO PARTS	STOCK REPAIR PARTS	\$29.28
01 0302	RUSH TRUCK CENTER OF ILLINOIS, INC	REPAIR PARTS	\$28.90
01 0303	XEROX CORP.	COPIER LEASING	\$273.99
01 0303	XEROX CORP.	COPIER MAINTENANCE	\$164.16
CASH AND INVENTORIES			\$611.20
01 1445	SAUL EWING ARNSTEIN & LEHR LLP	PROFESSIONAL SERVICES	\$350.00
PAYMENTS FROM DEPOSITS ON HAND			\$350.00
01 1214	NCPERS-IL IMRF	DED:2030 IMRF LIFE	\$864.00
01 1218	INT'L BROTHERHOOD TEAMSTERS LCL 700	DED:2029 ASSESSMENT	\$51.00
01 1218	INT'L BROTHERHOOD TEAMSTERS LCL 700	DED:2034 PW DUES	\$3,745.00
01 1218	METROPOLITAN ALLIANCE OF POLICE	DED:2033 MAP 96	\$2,952.00
01 1218	METROPOLITAN ALLIANCE OF POLICE	DED:2038 MAP 97	\$396.00
01 1222	AFLAC	DED:1027 AFLAC-INS	\$9,143.26
01 1223	AFLAC	DED:2027 AFL-AF TAX	\$2,091.74
01 1226	PRE PAID LEGAL SERVICE INC	DED:2035 LEGAL	\$1,229.70
01 1239	JOHN HANCOCK LIFE INSURANCE CO.	DED:2040 LTC INS	\$318.02
PAYROLL DEDUCTION			\$20,790.72
01101123 4402	WAREHOUSE DIRECT	OFFICE SUPPLIES	\$28.31
01101124 4507	ALFRED G RONAN LTD	PROFESSIONAL SERVICES	\$5,000.00
LEGISLATIVE			\$5,028.31
01101223 4402	WAREHOUSE DIRECT	OFFICE SUPPLIES	\$34.28
ADMINISTRATIVE			\$34.28
01101324 4547	THOMSON REUTERS-WEST	PROFESSIONAL SERVICES	\$899.71
01101324 4567	SAUL EWING ARNSTEIN & LEHR LLP	PROFESSIONAL SERVICES	\$6,633.71
LEGAL			\$7,533.42
01101423 4401	FEDERAL EXPRESS CORP	SHIPPING	\$21.64
01101423 4402	WAREHOUSE DIRECT	OFFICE SUPPLIES	\$28.68
01101423 4403	CAMBRIDGE BUSINESS FORMS	10% OVER RUN	\$32.18
01101423 4403	CAMBRIDGE BUSINESS FORMS	2,500 PAYROLL CHECKS	\$321.75
01101423 4403	CAMBRIDGE BUSINESS FORMS	SHIPPING ESTIMATED	\$30.00
FINANCE			\$434.25

VILLAGE OF HOFFMAN ESTATES

May 14, 2018

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01101623 4402	WAREHOUSE DIRECT	OFFICE SUPPLIES	\$4.44
01101623 4416	XEROX CORP.	COPIER LEASING	\$90.59
01101624 4507	DISCOVERY BENEFITS	FSA MONTHLY APRIL	\$588.00
HUMAN RESOURCES			\$683.03

01106224 4510	INTELLIGENT TECHNOLOGY INC	SOFTWARE MEMBERSHIP	\$598.00
CABLE TELEVISION			\$598.00

TOTAL GENERAL GOVERNMENT DEPARTMENT **\$14,311.29**

POLICE DEPARTMENT

01201224 4507	AFTERMATH INC	BIO HAZARD CLEANUP	\$105.00
01201224 4507	MORIZZO FUNERAL HOME & CREMATION	TRANSPORTATIONAL SERVICE	\$275.00
ADMINISTRATIVE			\$380.00

01202122 4301	NORTH EAST MULTI-REGIONAL TRAINING	TRAINING	\$300.00
01202122 4301	NORTHWESTERN UNIV CTR PUBLIC SAFET	TRAINING	\$1,000.00
01202122 4304	UNIFORM DEN INC.	UNIFORMS	\$414.50
PATROL & RESPONSE			\$1,714.50

01202924 4508	GOLF ROSE PET LODGE	ANIMAL RESCUE	\$164.75
ADMINISTRATIVE SERVICES			\$164.75

01207122 4301	ROBERT LANGSFELD	REIM FOR TRAINING	\$53.00
POLICE EMERGENCY OPERATIONS			\$53.00

TOTAL POLICE DEPARTMENT **\$2,312.25**

FIRE DEPARTMENT

01303122 4301.19	UNIVERSITY OF ILLINOIS PYMT CENTER	TRAINING	\$300.00
01303122 4304.16	AIR ONE EQUIPMENT INC	SAFETY WEAR SUPPLIES	\$1,096.50
01303123 4408.13	ARLINGTON POWER EQUIPMENT	REPAIR PARTS	\$74.76
01303123 4414.14	GRAINGER INC	VARIOUS SUPPLIES	\$492.00
01303124 4515.10	A.B. KELLY	HOSE COVER	\$50.00
01303124 4542.13	FOX VALLEY FIRE & SAFETY	FIRE EXTINGUISHER	\$82.75
SUPPRESSION			\$2,096.01

VILLAGE OF HOFFMAN ESTATES

May 14, 2018

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01303222 4301	JAY MARTINO	PARAMEDIC LIC REIM	\$41.00
01303222 4301	JEFFREY S GOLDEN	PARAMEDIC LIC REIM	\$41.00
01303222 4301	JOHN BELDIN	PARAMEDIC LIC REIM	\$41.00
01303222 4301	STEVE NUSSER	PARAMEDIC LIC REIM	\$41.00
01303222 4301	STOUB, TIMOTHY C	PARAMEDIC LIC REIM	\$41.00
EMERGENCY MEDICAL SERVICES			\$205.00
01303324 4507	CHGO METRO.FIRE PREVENTION CO	MONTHLY MAINTENANCE FEE	\$1,374.00
01303324 4507	FIRE SAFETY CONSULTANTS INC	REVIEW SPRINKLER DRAWING	\$440.00
PREVENTION			\$1,814.00
01303523 4412	MIDWEST AIR PRO, INC.	SERVICE CALL REPAIRS	\$182.25
01303525 4628	TRIMARK MARLINN	046095 SCRATCH BRUSH	\$47.12
01303525 4628	TRIMARK MARLINN	055100 CAN OPENER	\$9.80
01303525 4628	TRIMARK MARLINN	085020 COFFEE DECANTER	\$30.78
01303525 4628	TRIMARK MARLINN	085075 DECAF COFFEE DECAN	\$30.78
01303525 4628	TRIMARK MARLINN	140117 10" CHEF KNIFE	\$53.34
01303525 4628	TRIMARK MARLINN	15104 STEAK KNIVES	\$89.24
01303525 4628	TRIMARK MARLINN	205015 15" CAST IRON SKIL	\$115.60
01303525 4628	TRIMARK MARLINN	270001 MEASURING CUPS	\$43.40
01303525 4628	TRIMARK MARLINN	296040 8 QT STAINLESS MIX	\$28.11
01303525 4628	TRIMARK MARLINN	323102 SILICONE BASTING B	\$11.80
01303525 4628	TRIMARK MARLINN	345195 SHARPENER	\$12.87
01303525 4628	TRIMARK MARLINN	375000 PEELERS	\$42.24
01303525 4628	TRIMARK MARLINN	450155 PLATE	\$56.14
01303525 4628	TRIMARK MARLINN	460049 NAPPIE 15 OZ BOWLS	\$55.30
01303525 4628	TRIMARK MARLINN	620061 OVEN MITT	\$63.90
01303525 4628	TRIMARK MARLINN	620160 PAN GRABBER	\$46.00
01303525 4628	TRIMARK MARLINN	702081 24 OZ TUMBLERS	\$94.86
FIRE STATIONS			\$1,013.53
TOTAL FIRE DEPARTMENT			\$5,128.54
PUBLIC WORKS			
01404224 4521	HEALY ASPHALT CO., LLC.	SURFACE MATERIALS	\$151.81
PAVEMENT MAINTENANCE			\$151.81
01404325 4610	THE GREEN WORLD PROJECT	FORESTRY SUPPLIES	\$333.00
FORESTRY			\$333.00

VILLAGE OF HOFFMAN ESTATES

May 14, 2018

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01404423 4412	CASE LOTS	CLEANING SUPPLIES	\$119.70
01404423 4412	MCMASTER CARR SUPPLY CO	CLEANING SUPPLIES	\$156.00
01404424 4501	AT & T	LANDLINES	\$414.26
01404424 4502	COMMONWEALTH EDISON	ELECTRIC 1900 HASSELL RD	\$7,777.63
01404424 4503	NICOR GAS	GAS 1300 WESTBURY	\$322.58
01404424 4507	ACCURATE DOCUMENT DESTRUCTION INC	PROFESSIONAL SERVICES	\$32.50
01404424 4509	CINTAS #22	FLOOR MATS RENTAL & CLEAN	\$23.33
01404424 4510	ACTION LOCK & KEY, INC	VARIOUS SUPPLIES	\$388.65
01404424 4510	JENSEN'S PLUMBING & HEATING	MAINTENANCE SERVICES	\$1,212.08
01404424 4510	MCMASTER CARR SUPPLY CO	REPAIR PARTS	\$43.83
01404424 4510	MENARDS - HNVR PARK	REPAIR PARTS	\$32.74
01404424 4510	OAK BROOK MECHANICAL SERVICES, INC	PREVENTATIVE MAINTENANCE	\$3,293.00
01404424 4510	WEBMARC DOORS	DOOR REPAIRS	\$116.10
01404424 4516	AMLINGS INTERIOR LANDSCAPE	LANDSCAPING SERVICES	\$423.12
01404424 4516	ECO CLEAN MAINTENANCE INC	VILLAGE HALL - \$2,737.00	\$2,737.00
01404424 4517	ECO CLEAN MAINTENANCE INC	POLICE DEPT. - \$1,025 BAS	\$1,025.00
01404424 4518	ACTION LOCK & KEY, INC	REPAIR PARTS	\$328.00
01404424 4518	CINTAS #22	FLOOR MATS RENTAL & CLEAN	\$44.13
01404424 4518	FILTER SERVICES INC	PLEADTED FILTERS	\$84.96
01404424 4520	ECO CLEAN MAINTENANCE INC	PWC & VEHICLE MAINTENANCE	\$1,179.00

FACILITIES

\$19,753.61

01404523 4408	ACME TRUCK BRAKE & SUPPLY CO.	REPAIR PARTS	\$93.43
01404523 4414	MCMASTER CARR SUPPLY CO	REPAIR PARTS	\$82.85
01404524 4510	HERITAGE-CRYSTAL CLEAN	VARIOUS SUPPLIES	\$247.50
01404524 4513	ADVANCE AUTO PARTS	AIR FILTER	\$5.95
01404524 4513	CUCCI FORD	REPAIR PARTS	\$30.25
01404524 4513	INTERSTATE BATTERY SYSTEMS	VEHICLE BATTERIES	\$311.19
01404524 4513	ORLANDO AUTO TOP	WINDSHIELD REPAIRS	\$520.00
01404524 4514	ACME TRUCK BRAKE & SUPPLY CO.	REPAIR PARTS	\$232.41
01404524 4514	ADVANCE AUTO PARTS	REPAIR PARTS	\$5.51
01404524 4514	GLOBAL EMERGENCY PRODUCTS	COMPRESSOR	\$435.45
01404524 4514	GLOBAL EMERGENCY PRODUCTS	VARIOUS SUPPLIES	\$85.70
01404524 4514	LAWSON PRODUCTS, INC.	REPAIR PARTS	\$21.15
01404524 4514	MCMASTER CARR SUPPLY CO	REPAIR PARTS	\$25.64
01404524 4514	ORLANDO AUTO TOP	FIRE ENGINE REPAIRS	\$75.00
01404524 4534	ACME TRUCK BRAKE & SUPPLY CO.	REPAIR PARTS	\$62.14
01404524 4534	ADVANCE AUTO PARTS	REPAIR PARTS	\$205.42
01404524 4534	CUCCI FORD	REPAIR PARTS	\$41.65
01404524 4534	O'REILLY AUTO PARTS	REPAIR PARTS	\$14.22

FLEET SERVICES

\$2,495.46

01404624 4545	MENARDS - HNVR PARK	REPAIR PARTS	\$15.98
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F.A.S.T.

\$15.98

VILLAGE OF HOFFMAN ESTATES

May 14, 2018

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01404824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 5510 PRAIRIESTONE	\$146.28
TRAFFIC CONTROL			\$146.28
 TOTAL PUBLIC WORKS DEPARTMENT			 \$22,896.14
 DEVELOPMENT SERVICES			
01505022 4303	ILLINOIS APA	APA MEMBERSHIP RENEW	\$400.00
PLANNING			\$400.00
01505124 4507	EIS ELEVATOR INSPECTION SERVICES	INSPECTIONS	\$130.00
CODE ENFORCEMENT			\$130.00
01505222 4301	JOSEPH WEESNER	REIM FOR TRAVEL EXPENSES	\$75.32
01505224 4542	UNITED DISPATCH	TRANSPORTATION COUPONS	\$126.00
TRANSPORTATION AND ENGINEERING			\$201.32
01505922 4301	DAN O'MALLEY	PER DIEM ICSC CONFERENCE	\$216.00
01505922 4301	GARY STANTON	PER DIEM ICSC CONFERENCE	\$246.00
01505922 4301	JAMES NORRIS	PER DIEM ICSC CONFERENCE	\$316.00
01505922 4301	KAREN MILLS	PER DIEM ICSC CONFERENCE	\$264.00
01505922 4301	MARK KOPLIN	PER DIEM ICSC CONFERENCE	\$264.00
01505922 4301	WILLIAM MCLEOD	PER DIEM ICSC CONFERENCE	\$198.00
ECONOMIC DEVELOPMENT			\$1,504.00
 TOTAL DEVELOPMENT SERVICES DEPARTMENT			 \$2,235.32
 HEALTH & HUMAN SERVICES DEPARTMENT			
01556522 4301	CATHY DAGIAN STANTON	MILEAGE REIM	\$83.93
01556522 4301	GINA MCCAULEY	MILEAGE REIM	\$53.41
TOTAL HEALTH & HUMAN SERVICES DEPARTMENT			\$137.34

VILLAGE OF HOFFMAN ESTATES

May 14, 2018

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
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BOARD & COMMISSIONS

01605824 4555	BLINK TEES LLC	BASEBALL EXCHANGE TSHIRTS	\$389.80
01605824 4555	CINDY RUSZAY	SISTER CITIES REIM	\$33.90
01605824 4555	KEN CAMPBELL	BASEBALL EXCHANGE SISTER	\$99.00
01605824 4555	LILLIAN MOSIER	TASTE OF SISTER CITIES REIM	\$82.31

MISCELLANEOUS B & C **\$605.01**

TOTAL BOARDS & COMMISSIONS DEPARTMENT **\$605.01**

TOTAL GENERAL FUND **\$69,377.81**

MFT FUND

03400024 4512	ILLINOIS DEPT OF TRANSPORTATION	TRAFFIC SIGNAL MAINT.	\$13,747.50
03400024 4512	MEADE ELECTRIC CO., INC.	TRAFFIC SIGNAL MAINT.	\$525.00
03400024 4512	TREASURER, STATE OF ILLINOIS	BARRINGTON & BODE	\$2,268.63

TOTAL MFT FUND **\$16,541.13**

CAPITAL VEHICLE & EQUIPMENT FUND

37000025 4603	CURRIE MOTORS	2018 FORD POLICE INTERCEP	\$29,873.00
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TOTAL CAPITAL VEHICLE AND EQUIPMENT FUND **\$29,873.00**

WATERWORKS & SEWERAGE FUND

40400013 3425	AMIT S DAHIYA	341 GRISSOM CT WATER RFD	\$193.32
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WATER REFUND **\$193.32**

40406723 4414	MENARDS - HNVK PARK	REPAIR PARTS	\$37.37
40406724 4501	AT & T	LANDLINES	\$71.96
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1355 WESTBURY	\$134.93
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2 N HILLCREST JO	\$75.69
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2002 PARKVIEW CI	\$236.77
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2550 BEVERLY RD	\$222.91
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 3451 N WILSHIRE	\$643.65
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 3990 HUNTINGTON	\$114.59
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 4140 CRIMSON	\$290.26
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 4690 OLMSTEAD	\$102.37
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 720 CHARLESTON	\$175.87
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 780 HASSELL RD	\$240.85

VILLAGE OF HOFFMAN ESTATES

May 14, 2018

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 95 ASTER LN	\$784.69
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC S/HIGGINS W OLD	\$757.65
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC S/S HIGGINS, 1 W	\$358.76
40406724 4503	NICOR GAS	GAS 4690 OLMSTEAD	\$28.20
40406724 4503	NICOR GAS	GAS 720 CHARLESTON	\$646.45
40406724 4585	ADVANCE AUTO PARTS	REPAIR PARTS	\$11.66
40406724 4585	INTERSTATE BATTERY SYSTEMS	VEHICLE BATTERIES	\$99.86
WATER DIVISION			\$5,034.49

40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1101 WESTBURY	\$715.55
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1200 KINGS DALE	\$141.50
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1215 MOON LAKE	\$444.81
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1513 GOLF RD	\$874.78
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1629 CROWFOOT CI	\$166.50
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1775 HUNTINGTON	\$165.88
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1869 HAMPTON	\$130.62
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2090 CENTRAL	\$133.67
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2094 CARLING	\$61.48
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2364 HIGGINS	\$1,180.39
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2380 GOLF RD	\$251.30
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 515 CENTRAL	\$47.17
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 6100 SHOE FACTOR	\$417.74
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 897 PARK LN	\$79.04
SEWER DIVISION			\$4,810.43

2017 BOND CAPITAL PROJECTS

40407525 4608	BAXTER & WOODMAN, INC.	ENGINEERING SERVICES-MWR	\$750.00
TOTAL 2017 CAPITAL PROJECTS			\$750.00

TOTAL WATERWORKS AND SEWERAGE FUND **\$10,788.24**

INSURANCE FUND

46 1101	MARK PETROVICH	REIM FROM SICK INCENTIVE	\$564.00
46 1101	MICHAEL RAUCCI	REIM FROM SICK INCENTIVE	\$583.12
46 1101	RICHARD RUSSO	REIM FROM SICK INCENTIVE	\$1,157.38
46 1101	STEVEN W ANDERSON	REIM FROM SICK INCENTIVE	\$222.65
TOTAL INSURANCE FUND			\$2,527.15

VILLAGE OF HOFFMAN ESTATES

May 14, 2018

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
INFORMATION SERVICES			
47008524 4507	CDS OFFICE TECHNOLOGIES	ARBITRATOR IN-CAR VIDEO D	\$3,915.00
47008524 4542	ULTRA STROBE COMMUNICATIONS	LABOR TO REMOVE SIERRA WI	\$1,575.00
OPERATIONS			\$5,490.00
TOTAL INFORMATION SYSTEMS FUND			\$5,490.00

BILL LIST TOTAL **\$134,597.33**

SUPERION
DATE: 05/10/2018
TIME: 11:54:36

VILLAGE OF HOFFMAN ESTATES
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20180507 00:00:00.000' and '20180510 00:00:00.000'
ACCOUNTING PERIOD: 5/18

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
0102	108946 V	05/08/18	16051	TYLER WINTZ	01404525	SOFTWARE	0.00	-487.00
0102	108950	05/07/18	7069	KEN CAMPBELL	01605824	SISTER CITIES EXCHANG	0.00	1,231.00
0102	108951	05/07/18	7069	KEN CAMPBELL	01605824	REIM FOR EXCHANE	0.00	99.00
0102	108980	05/08/18	16501	FUELMASTER FUEL MGMT SYS	01404525	SOFTWARESUPPLIES	0.00	487.00
0102	108981	05/08/18	2226	PETTY CASH	01101122	PETTY CASH REIM	0.00	23.78
0102	108981	05/08/18	2226	PETTY CASH	01101222	PETTY CASH REIM	0.00	10.59
0102	108981	05/08/18	2226	PETTY CASH	01101322	PETTY CASH REIM	0.00	100.05
0102	108981	05/08/18	2226	PETTY CASH	01101422	PETTY CASH REIM	0.00	22.89
0102	108981	05/08/18	2226	PETTY CASH	01505022	PETTY CASH REIM	0.00	77.06
0102	108981	05/08/18	2226	PETTY CASH	01501222	PETTY CASH REIM	0.00	12.84
0102	108981	05/08/18	2226	PETTY CASH	01505122	PETTY CASH REIM	0.00	45.00
0102	108981	05/08/18	2226	PETTY CASH	01505223	PETTY CASH REIM	0.00	4.24
0102	108981	05/08/18	2226	PETTY CASH	01505922	PETTY CASH REIM	0.00	31.95
0102	108981	05/08/18	2226	PETTY CASH	01556522	PETTY CASH REIM	0.00	25.07
TOTAL CHECK							0.00	353.47
TOTAL CASH ACCOUNT							0.00	1,683.47
TOTAL FUND							0.00	1,683.47
TOTAL REPORT							0.00	1,683.47

VILLAGE OF HOFFMAN ESTATES
Monthly Credit Card Activity

From: 03/06/2018

To: 04/05/2018

Account Name	Merchant Name	Transaction Date	Accounting Code	Accounting Code	Transaction Amount	Expense Description
ANTHONY FASHODA	GOVERNMENT FINANCE OFF	03/29/2018	01101424	4542	\$550.00	GFOA '18 BUDGET APP FEE
BEN GIBBS	ADOBE SYSTEMS, INC.	03/26/2018	01	1445	\$15.93	SCA-SUBSCRIPTION
BEN GIBBS	AMAZON MKTPLACE PMTS	03/28/2018	01	1445	\$156.00	SCA-OFFICE SUPPLIES
BEN GIBBS	AMAZON MKTPLACE PMTS	03/28/2018	01	1445	\$16.65	SCA-OFFICE SUPPLIES
BEN GIBBS	AMAZON MKTPLACE PMTS	03/29/2018	01	1445	\$35.89	SCA-OFFICE SUPPLIES
BEN GIBBS	AMAZON.COM	03/28/2018	01	1446	\$8.49	SCA-OFFICE SUPPLIES
BEN GIBBS	AMAZONPCKUPCAMPUSLCKR	03/14/2018	01	1445	\$28.70	SCA-OFFICE SUPPLIES
BEN GIBBS	AMAZONPCKUPCAMPUSLCKR	03/14/2018	01	1445	\$798.95	SCA-CENTER SUPPLIES
BEN GIBBS	DENNY'S #9327	03/06/2018	01	1445	\$172.88	SCA-LUNCH MEETING
BEN GIBBS	HAMPTON INN AND SUITES	03/14/2018	01	1445	\$203.04	SCA-TRAVEL LODGING
BEN GIBBS	HTTP://WWW.GOGOAIR.COM	03/16/2018	01	1445	\$12.00	SCA-IN-FLIGHT INTERNET
BEN GIBBS	HTTP://WWW.GOGOAIR.COM	03/19/2018	01	1445	\$12.00	SCA-IN-FLIGHT INTERNET
BEN GIBBS	MAPLINE MEMBERSHIP	03/29/2018	01	1445	\$60.00	SCA-MAPPING SOFTWARE
BEN GIBBS	MARRIOTT ORLANDO WORLD	03/15/2018	01	1445	-\$257.63	SCA-TRAVEL CREDIT
BEN GIBBS	MOE'S SOUTHWEST GRIQPS	03/20/2018	01	1445	\$18.22	SCA-LUNCH MEETING
BEN GIBBS	PAYPAL *EJKIEWICZCO	03/21/2018	01	1445	\$500.00	SCA-MONTHLY CHARGE
BEN GIBBS	PETERSONS TASTY DELIGH	03/21/2018	01	1445	\$41.01	SCA-BREAKFAST MEETING
BEN GIBBS	SP * CULTURE STUDIO	03/22/2018	01	1445	\$712.60	SCA-T-SHIRT PRINTING
BEN GIBBS	STARBUCKS STORE 13754	03/05/2018	01	1445	\$47.54	SCA-MEETING
BEN GIBBS	THE ASSEMBLY AMERICAN	03/14/2018	01	1445	\$82.58	SCA-LUNCH MEETING
BEN GIBBS	THE ASSEMBLY AMERICAN	03/14/2018	01	1445	\$15.32	SCA-LUNCH MEETING
BEN GIBBS	WIX.COM*205775742	03/08/2018	01	1445	\$4.99	SCA-WEBSITE BLDNG SUBSCR
BOB MARKKO	API SVC STAT CERT	03/14/2018	01404522	4301	\$150.00	UST OPERATOR TEST CERT
DARIN W FELGENHAUER	HOFFMAN ESTATES GARIBA	03/28/2018	01202423	4414	\$84.13	EXPLORER POST DINNER
DARIN W FELGENHAUER	JEWEL #3316	04/02/2018	01202423	4414	\$39.99	CPA GRADUATION CAKE
DARIN W FELGENHAUER	MENARDS HANOVER PARK I	04/03/2018	01207123	4408	\$39.98	EXT CORDS-EMA VEHICLES
DEBRA SCHOOP	4TE*IL SOS BUS SERV UC	03/27/2018	01101323	4416	\$1.00	UCC DOCUMENT LEGAL
DEBRA SCHOOP	4TE*IL SOS BUS SERV UC	03/27/2018	01101323	4416	\$11.00	UCC DOCUMENT LEGAL
DEBRA SCHOOP	HE CHAMBER	03/23/2018	01605824	4555	\$200.00	SISTER CITIES BON APPETIT
DEBRA SCHOOP	NEIGHBORHOOD INN BAR	03/04/2018	01605824	4555	\$175.00	SISTER CITIES-COMIC EXCH
DEBRA SCHOOP	UNITED 01629255116510	03/20/2018	01	1445	\$8.99	WIFI CHARGE-PILAFAS
DR AUDRA MARKS	EXTENDEDSTAY 4190	03/13/2018	01	1408	\$79.98	SELF HELP-HILLDALE CONDOS
DR AUDRA MARKS	HOFFMAN ESTATES GARIBA	03/06/2018	01556524	4556	\$110.44	TEEN CENTER
DR AUDRA MARKS	HOFFMAN ESTATES GARIBA	03/13/2018	01556524	4556	\$90.25	TEEN CENTER
DR AUDRA MARKS	HOFFMAN ESTATES GARIBA	03/20/2018	01556524	4556	\$109.24	TEEN CENTER
DR AUDRA MARKS	JEWEL #3316	03/15/2018	01556524	4556	\$25.12	CANDY EGGS-HEC (EXTRAS)
DR AUDRA MARKS	JEWEL #3316	04/04/2018	01556524	4564	\$153.11	BLOOD DRIVE FOOD
DR AUDRA MARKS	TASTE OF THAI	03/13/2018	01556523	4405	\$79.94	RANKING LUNCH TRAINING
FRED BESENHOFFER	AMAZON MKTPLACE PMTS	03/06/2018	47008525	4602	\$52.71	COMPUTER HARDWARE
FRED BESENHOFFER	AMAZON MKTPLACE PMTS	03/13/2018	47008525	4602	\$33.24	COMPUTER HARDWARE
FRED BESENHOFFER	AMAZONPRIME MEMBERSHIP	03/24/2018	47001222	4303	\$12.99	PRIME MEMBERSHIP FEE
FRED BESENHOFFER	CBI*CLEVERBRIDGE INC	03/28/2018	47008525	4619	\$390.00	NETWORK SOFTWARE
FRED BESENHOFFER	COMCAST CHICAGO	03/08/2018	47008524	4542	\$159.85	INTERNET SERVICE

VILLAGE OF HOFFMAN ESTATES
Monthly Credit Card Activity

From: 03/06/2018

To: 04/05/2018

Account Name	Merchant Name	Transaction Date	Accounting Code	Accounting Code	Transaction Amount	Expense Description
FRED BESENHOFFER	COMCAST CHICAGO	03/09/2018	47008524	4542	\$139.57	INTERNET SERVICE
FRED BESENHOFFER	COMCAST CHICAGO	03/23/2018	47008524	4542	\$80.95	INTERNET SERVICE
FRED BESENHOFFER	COMCAST CHICAGO	03/29/2018	47008524	4542	\$79.90	INTERNET SERVICE
FRED BESENHOFFER	DLS INTERNET SERVICES	03/23/2018	47008524	4542	\$350.00	INTERNET SERVICE
FRED BESENHOFFER	DRI*NUANCE	03/22/2018	47008525	4619	\$159.36	DRAGON SPEAK SOFTWARE
FRED BESENHOFFER	HEADSET PLUS.COM	03/21/2018	47008525	4602	\$212.68	HEADSET FOR MONICA
FRED BESENHOFFER	KAPLAN-JYMONK-DEARBORN	03/22/2018	47001222	4301	\$547.31	TRAINING MATERIALS
FRED BESENHOFFER	MESSAGEOPS.COM	03/24/2018	47008524	4543	\$19.95	EMAIL MGT SOFTWARE SUBSC
JENNIFER DJORDJEVIC	AMERICAN 00106204487126	03/26/2018	01101122	4301	\$43.87	FLIGHT CHARGE
JENNIFER DJORDJEVIC	AMERICAN 00121806543191	03/26/2018	01101122	4301	\$289.60	FLIGHT-USCM
JENNIFER DJORDJEVIC	AMERICAN LIMOUSINE CHA	03/11/2018	01101122	4301	\$78.00	NLC TRAVEL-WASH DC
JENNIFER DJORDJEVIC	AMERICAN LIMOUSINE CHA	03/15/2018	01101122	4301	\$78.00	NLC TRANSP TO AIRPORT
JENNIFER DJORDJEVIC	AMZ*MOPHIE.COM	03/21/2018	01101123	4402	\$99.95	PHONE CASE
JENNIFER DJORDJEVIC	FABBRINI S FLOWERS	03/27/2018	01202423	4414	\$79.00	SYMPATHY FLOWERS-HAYTER
JENNIFER DJORDJEVIC	HOO*HOOTSUITE INC	03/08/2018	01101123	4404	\$5.99	SUBSCRIPTION
JENNIFER DJORDJEVIC	MARIANOS HOFFM00085068	03/26/2018	01101123	4414	\$96.68	TRUSTEES OFFICES
JENNIFER DJORDJEVIC	MORETTIS RISTORANTE HO	03/27/2018	01101123	4414	\$38.95	IN-OFFICE LUNCH MEETING
JENNIFER DJORDJEVIC	OFFICEMAX/DEPOT 6749	03/08/2018	01605824	5501	\$15.99	PAPER-CELTIC FEST
JENNIFER DJORDJEVIC	SQUARE *SQ *JADED THAI	04/02/2018	01101123	4414	\$156.40	TRUSTEE DINNER
JENNIFER DJORDJEVIC	TJMAXX #0292	03/15/2018	01101123	4414	\$7.99	EXPLORERS PICTURE FRAME
JENNIFER DJORDJEVIC	US CONF OF MAYORS	03/21/2018	01101122	4301	\$875.00	JUNE MEETING-BOSTON
JENNIFER DJORDJEVIC	VOLGISTICS INC	03/29/2018	01101123	4404	\$48.00	VOLUNTR DATABASE SUBSCR
JENNIFER DJORDJEVIC	WALGREENS #6760	03/14/2018	01101123	4414	\$3.07	EXPLORERS GRAD PHOTO
JENNIFER DJORDJEVIC	WALGREENS #6760	03/22/2018	01202423	4414	\$12.57	EXPLORERS GRAD PHOTO
JOHN JANICKI	ADOBE SYSTEMS, INC.	03/20/2018	01	1445	\$637.37	SCA-SUBSCRIPTIONS
JOHN JANICKI	FACEBK *5WBH8FSTB2	03/31/2018	01	1445	\$283.07	SCA-SUBSCRIPTIONS
JOHN JANICKI	FACEBK *8WBH8FSTB2	03/31/2018	01	1445	\$39.02	SCA-SUBSCRIPTIONS
JOHN JANICKI	GOOGLE *ADWS6015163255	03/29/2018	01	1445	\$301.42	SCA-SUBSCRIPTIONS
JOHN JANICKI	PC SCOREBOARDS	03/13/2018	01	1445	\$99.00	SCA-SCOREBOARD SOFTWR
JOHN JANICKI	WOOBX	04/01/2018	01	1445	\$30.00	SCA-SUBSCRIPTIONS
JOSEPH NEBEL	AMAZON MKTPLACE PMTS	03/08/2018	01401223	4414	\$49.23	2-POSTER FRAMES
JOSEPH NEBEL	AMAZON.COM	03/08/2018	01401223	4414	\$23.17	CERTIFICATE FRAME
JOSEPH NEBEL	APL* ITUNES.COM/BILL	04/02/2018	01401224	4501	\$0.99	ICLOUD: 50 GB STORAGE PL
JOSEPH NEBEL	CANDLEWOOD SUITES HOTE	03/22/2018	40406722	4301	\$369.48	WATERCON CONFR LODGING
JOSEPH NEBEL	CANDLEWOOD SUITES HOTE	03/22/2018	40406722	4301	\$369.48	WATERCON CONFR LODGING
JOSEPH NEBEL	COMCAST CHICAGO	03/15/2018	40406724	4501	\$104.85	BUSINESS INTERNET-XIAO
JOSEPH NEBEL	HOLIDAY INN EXPRESS SP	03/22/2018	40406722	4301	\$379.68	WATERCON CONFR LODGING
KELLY KERR	AMAZON MKTPLACE PMTS	03/19/2018	40406723	4414	\$149.98	OTTERBOX CASE-IPAD
KELLY KERR	AMAZON MKTPLACE PMTS	03/19/2018	40406824	4524	\$19.95	PHONE CASE-IPHONE
KELLY KERR	AMAZON MKTPLACE PMTS	03/19/2018	01404323	4414	\$191.97	IPHONE/IPAD CASES
KELLY KERR	AMAZON MKTPLACE PMTS	04/04/2018	01401223	4414	\$33.84	ID BADGE HOLDERS
KELLY KERR	APL* ITUNES.COM/BILL	03/18/2018	01404323	4408	\$10.61	IPAD POCKET ACCESS
KELLY KERR	DUNGAREES LLC	03/19/2018	40406722	4304	-\$17.05	RETURN ITEM CREDIT

VILLAGE OF HOFFMAN ESTATES
Monthly Credit Card Activity

From: 03/06/2018

To: 04/05/2018

Account Name	Merchant Name	Transaction Date	Accounting Code	Accounting Code	Transaction Amount	Expense Description
KEVIN D KRAMER	51801 - CUMBERLAND GAR	03/26/2018	01505922	4301	\$6.00	PARKING-CMAP ED COM MTG
KEVIN D KRAMER	HYATT REGENCY O'HARE	03/22/2018	01505922	4301	\$15.00	PARKING-RETAIL RE FORUM
KEVIN D KRAMER	ICSC	03/28/2018	01505922	4301	\$45.00	ICSC CENTRAL IL LUNCHEON
KEVIN D KRAMER	ILLINOIS ECONOMIC DVLP	03/08/2018	01505922	4301	\$120.00	SITE SELECTOR FORUM
KEVIN D KRAMER	PAYPAL *CHICAGOLAND	03/05/2018	01505922	4303	\$400.00	CRBA ANN MEMBER DUES
KEVIN D KRAMER	STARBUCKS STORE 08119	03/23/2018	01505922	4301	\$3.86	LUNCH MEETING
KEVIN D KRAMER	VENTRA VENDING 05503	03/26/2018	01505922	4301	\$6.00	TRAIN-CMAP ED COM MTG
KEVIN D KRAMER	WWW.1AND1.COM	03/26/2018	01605824	4575	\$9.99	ARTS COMMISS WEBSITE
MARK A KOPLIN	EB THE LEGAL SCOPE OF	03/05/2018	01501222	4301	\$15.00	LEGAL SCOPE DESIGN REV
MONICA SAAVEDRA	CLAIM JUMPER HOFFMANES	03/09/2018	01605824	4559	\$826.00	SENIOR COM LUNCHEON
MONICA SAAVEDRA	CLIA LABORATORY PROGRA	03/19/2018	01556522	4303	\$150.00	CERTIFICATE FEE
MONICA SAAVEDRA	INT*IN *WOMENCARE COUN	03/07/2018	01556522	4301	\$65.00	DIRECTOR CONFR
MONICA SAAVEDRA	INT*IN *WOMENCARE COUN	03/07/2018	01556522	4301	\$65.00	ASSIST DIRECTOR CONFR
MONICA SAAVEDRA	OFFICEMAX/DEPOT 6869	03/22/2018	01556523	4414	\$235.42	OFFICE SUPPLIES
MONICA SAAVEDRA	OTC BRANDS, INC.	03/07/2018	01556524	4556	\$53.85	HEC EGGS-STICKERS & CANDY
MONICA SAAVEDRA	SAFEGUARD BUS SYS INC	03/07/2018	01556523	4403	\$419.39	RECEIPTS/FORMS
MONICA SAAVEDRA	VALLI PRODUCE OF H	03/08/2018	01605824	4559	\$132.00	SENIOR COMMISSION LUNCH
PATRICK FORTUNATO	BEST BUY MHT 00003053	03/26/2018	01303124	4510-15	\$89.96	CHARGING CABLES
PATRICK J SEGER	BUFFALO WILD WINGS	03/26/2018	01101623	4405	\$20.00	ANNIV GC-KAYE
PATRICK J SEGER	CABELA'S PROMOTIONS	03/09/2018	01	1445	\$118.75	CHARGE TO BE CREDITED
PATRICK J SEGER	CABELA'S PROMOTIONS	03/16/2018	01	1445	-\$118.75	CHARGE CREDIT
PATRICK J SEGER	CABELA'S PROMOTIONS	04/03/2018	01101624	4564	\$149.95	NUTRITION CHALLENGE-FITBIT
PATRICK J SEGER	CABELA'S RETAIL 021	03/15/2018	01101623	4405	\$125.00	ANNIV GC-NORRIS
PATRICK J SEGER	DT *DULUTH TRADING CO	03/26/2018	01101623	4405	\$75.00	ANNIV GC-GOLBACH
PATRICK J SEGER	DULUTH TRADING HOFFMAN	03/12/2018	01101623	4405	\$75.00	ANNIV GC-GATTS
PATRICK J SEGER	JEWEL #3316	03/14/2018	01101623	4405	\$45.99	ANNIV CAKE-DAGIAN
PATRICK J SEGER	JEWEL #3316	03/19/2018	01101623	4405	\$45.99	ANNIV CAKE-NORRIS
PATRICK J SEGER	MAIN EVENT HOF ES-REST	03/12/2018	01101623	4405	\$22.00	ANNIV GC-WAREN
PATRICK J SEGER	MORETTIS RISTORANTE HO	03/19/2018	01101623	4405	\$100.00	ANNIV GC-DAGIAN
PATRICK J SEGER	PANERA BREAD #204022	03/24/2018	01101623	4405	\$45.98	ANNIV GC-GATTS
PATRICK J SEGER	TARGET.COM *	03/28/2018	01101623	4405	\$95.00	ANNIV GC-SCHECK/COZZA
PATRICK J SEGER	UNITED 01623912813110	03/22/2018	01101622	4301	\$332.60	NPELRA CONFR
PAUL W PETRENKO	INFINITY TRANSPORTATIO	03/23/2018	01605824	4569	\$200.00	BUS TRANSPORTATION DEPO
PAUL W PETRENKO	INTERNATIONAL FACILITY	03/15/2018	01404422	4303	\$312.00	MAGAZINE SUBSCRIPTION
PAUL W PETRENKO	PARTS TOWN	03/22/2018	01404424	4510	\$16.77	LIMIT THERMOSTAT KIT
PAUL W PETRENKO	SUPPLYHOUSE.COM	03/15/2018	01404424	4510	\$340.95	ELECTRNC VALVE ACTUATOR
PETER GUGLIOTTA	AMERICAN PLANNING A	04/02/2018	0150522	4303	\$263.00	APA MEMBERSHIP RENEW
PETER GUGLIOTTA	EB DEVELOPMENT RULES	03/28/2018	01505022	4301	\$15.00	PLANNING SEM-DEV RULES
PETER GUGLIOTTA	EB THE LEGAL SCOPE OF	03/06/2018	01505022	4301	\$15.00	PLANNING SEM-LEGAL SCOPE
PETER GUGLIOTTA	ILLINOIS ENVIRONMENTAL	03/15/2018	01505122	4301	\$105.00	IEHA CONFERENCE-DAVE
PETER GUGLIOTTA	PAYPAL *PIERICOMPAN	03/27/2018	01505022	4301	\$85.00	PERMIT TECHNICIAN SEM
RACHEL E MUSIALA	NATIOAL ASSOCIATION OF	03/26/2018	01106222	4303	\$270.00	ANNUAL MEMBERSHIP
RACHEL E MUSIALA	PAYFLOW/PAYPAL	04/02/2018	01101424	4542	\$5.00	MONTHLY FEE-ONLINE PAY

VILLAGE OF HOFFMAN ESTATES
 Monthly Credit Card Activity

From: 03/06/2018

To: 04/05/2018

Account Name	Merchant Name	Transaction Date	Accounting Code	Accounting Code	Transaction Amount	Expense Description
RACHEL E MUSIALA	WCI*WASTE CONNECTIONS	03/14/2018	09000024	4542	\$8,640.00	YARD WASTE STICKERS
RACHEL E MUSIALA	WCI*WASTE CONNECTIONS	04/04/2018	09000024	4542	\$10,000.00	VILLAGE REFUSE SERVICE
RACHEL E MUSIALA	WCI*WASTE CONNECTIONS	04/04/2018	09000024	4542	\$10,000.00	VILLAGE REFUSE SERVICE
RACHEL E MUSIALA	WCI*WASTE CONNECTIONS	04/04/2018	09000024	4542	\$10,000.00	VILLAGE REFUSE SERVICE
RACHEL E MUSIALA	WCI*WASTE CONNECTIONS	04/04/2018	09000024	4542	\$10,000.00	VILLAGE REFUSE SERVICE
RACHEL E MUSIALA	WCI*WASTE CONNECTIONS	04/04/2018	09000024	4542	\$9,985.10	VILLAGE REFUSE SERVICE
RACHEL E MUSIALA	WCI*WASTE CONNECTIONS	04/04/2018	09000024	4542	\$10,000.00	VILLAGE REFUSE SERVICE
RACHEL E MUSIALA	WCI*WASTE CONNECTIONS	04/04/2018	09000024	4542	\$10,000.00	VILLAGE REFUSE SERVICE
RACHEL E MUSIALA	WCI*WASTE CONNECTIONS	04/04/2018	09000024	4542	\$10,000.00	VILLAGE REFUSE SERVICE
RYAN N BEBE	CHICAGO TRIB SUBSCRIPT	03/13/2018	01	1445	\$110.25	FFIB-SUBSCRIPTION
RYAN N BEBE	CHICAGO TRIB SUBSCRIPT	03/19/2018	01	1445	\$99.11	FFIB-SUBSCRIPTION
RYAN N BEBE	CHICAGO TRIB SUBSCRIPT	03/22/2018	01	1445	\$59.83	FFIB-SUBSCRIPTION
RYAN N BEBE	CHICAGO TRIB SUBSCRIPT	04/02/2018	01	1445	\$121.90	FFIB-SUBSCRIPTION
RYAN N BEBE	DAILY HERALD/REFLEJOS	03/19/2018	01	1445	\$53.20	FFIB-SUBSCRIPTION
RYAN N BEBE	DAILY HERALD/REFLEJOS	03/19/2018	01	1445	\$62.80	FFIB-SUBSCRIPTION
RYAN N BEBE	DAILY HERALD/REFLEJOS	03/26/2018	01	1445	\$56.40	FFIB-SUBSCRIPTION
RYAN N BEBE	DAILY HERALD/REFLEJOS	03/26/2018	01	1445	\$52.40	FFIB-SUBSCRIPTION
TED BOS	IESMA	03/20/2018	01207122	4301	\$125.00	CONFR REG-LANGSFELD
THOMAS MACKIE	CUSTOM CONNECTION INC	03/16/2018	01303124	4515.10	\$38.00	TAILGATE SAFETY STRUT
THOMAS MACKIE	MOPHIE LLC	03/13/2018	37000025	4603	\$479.82	JUICE PACK & VENT MOUNT
THOMAS MACKIE	PAYPAL *METROFIRECH	03/23/2018	01301222	4301	\$120.00	ADMIN PROFESSIONALS LUNCH
THOMAS MACKIE	PEN*FDIC/FIRE ENGINEER	03/08/2018	01303122	4301.19	\$575.00	INSTRUCTOR CONFERENCE
THOMAS MACKIE	PEN*FDIC/FIRE ENGINEER	03/08/2018	01303122	4301.19	\$575.00	INSTRUCTOR CONFERENCE
THOMAS MACKIE	PEN*FDIC/FIRE ENGINEER	03/09/2018	01303122	4301.19	\$60.00	INSTRUCTOR CONFERENCE
THOMAS MACKIE	VARIDESK	03/10/2018	01303525	4602	\$1,570.00	VARIDESK/MAT/MONITOR ARM
THOMAS MACKIE	VERIZON WRLS M7225-01	03/13/2018	01303124	4510.12	\$32.98	INVISIBLE SHIELD GLASS
WILLIAM D MCLEOD	CMT WASHINGTON24010019	03/11/2018	01101122	4301	\$30.16	TRAVEL FOR NLC
WILLIAM D MCLEOD	MARRIOTT WARDMAN PARK	03/12/2018	01101122	4301	\$320.29	TRAVEL FOR NLC-WASH DC
WILLIAM D MCLEOD	TAXI SVC WASHINGTON	03/10/2018	01101122	4301	\$30.06	TRAVEL FOR NLC
WILLIAM D MCLEOD	THE ASSEMBLY AMERICAN	03/08/2018	01101122	4301	\$33.87	HOA MEMBER LUNCH MTG
WILLIAM D MCLEOD	THE ASSEMBLY AMERICAN	03/27/2018	01101122	4301	\$32.75	60TH ANNIV AD HOC LUNCH
WILLIAM D MCLEOD	THE ASSEMBLY AMERICAN	04/03/2018	01101122	4301	\$58.90	LUNCH MEETING
WILLIAM D MCLEOD	TI AMO CAFE ITALIANO	03/16/2018	01101122	4301	\$23.75	TRUSTEE MEETING-GAETA
WILLIAM D MCLEOD	WASHINGTON/FRANKLIN SE	03/13/2018	01101122	4301	\$40.00	DIVERSITY TASK FORCE MTG
					Total	\$110,641.23

Detail of Wire/ACH Activity
For the Period 04/01/18 - 04/30/18

Date	Vendor	Description	Source of Funds	Amount
04/02/18	IPBC	Insurance Premium	General	\$ 550,410.33
04/02/18	Payment Express	Credit Card Merchant Fees 03/18	General, Water & Sewer	\$ 1,810.64
04/02/18	Neopost	Replenish Postage Machine	General, Water & Sewer	\$ 1,600.00
04/03/18	Illinois Funds	Credit Card Merchant Fees 03/18	General, Water & Sewer	\$ 414.15
04/04/18	CCMSI	General Liability Claims	Insurance	\$ 2,090.20
04/06/18	Employer's Claim Service	Workers Comp Claims	Insurance	\$ 28,548.92
04/10/18	IMRF	IMRF March 2018 Payroll Costs	Various	\$ 191,948.93
04/13/18	Northwest Central 9-1-1 System	Monthly Radio Lease Obligation 04/18	Capital Vehicle & Equipment	\$ 15,656.79
04/13/18	Neopost	Replenish Postage Machine	General, Water & Sewer	\$ 1,600.00
04/19/18	Paymentus	IVR System Merchant Fees Misc 03/18	General	\$ 156.95
04/19/18	Paymentus	IVR System Merchant Fees Water 03/18	Water & Sewer	\$ 1,863.95
04/19/18	SWANCC	Monthly Tipping Fees	Municipal Waste System	\$ 51,369.52
04/19/18	JAWA	Monthly Water Usage	Water & Sewer	\$ 651,942.00
04/27/18	PayPal	Credit Card Merchant Fees 03/18	General	\$ 363.79
04/27/18	PayPal	Credit Card Merchant Fees 03/18	Water & Sewer/ Mun Waste	\$ 7,074.37
04/30/18	IMRF	Accelerated Payment	Information System Fund	\$ 8,876.56
04/30/18	Neopost	Replenish Postage Machine	General, Water & Sewer	\$ 1,599.93
	TOTAL			\$ 1,517,327.03

VILLAGE OF HOFFMAN ESTATES
Office of the Mayor

Memo

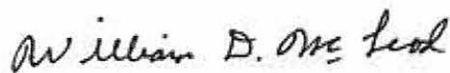
TO: ✓ Village Board of Trustees and the Village Clerk
FROM: Mayor Bill McLeod
RE: *Boards & Commissions Renewals for 2019 / 2020*
DATE: Friday, May 4, 2018

I would like to address the following items at the May 14, 2018 Village Board Meeting.

Attached to this memo, please find a list of Boards and Commission volunteers with expired terms that I recommend for renewal with four exceptions and a new appointment:

- *Elizabeth Rossiaky – Commission for Senior Citizens*
She has not completed her OMA training and has not attended any recent meetings.
- *Darren Smolen – Sustainability Commission*
He has not attended any recent meetings
- *Tabarak Khan – Sustainability Commission*
He has not attended any recent meetings
- *Baldemar Lopez – Economic Development Commission*
He has not attended any recent meetings.
- *Patricia O'Brien – Economic Development Commission*
She will be appointed to the EDC on May 14, 2018.

If you do have any questions, comments or concerns, please *call* me



William D. McLeod
Mayor

/sl



HOFFMAN ESTATES

2018 BOARDS & COMMISSIONS RE-APPOINTMENTS FOR 2019 & 2020

as of April 6, 2018

ARTS COMMISSION – 19 Members

(10 members for 2-year term expiring on even year)

(9 members for 2-year term expiring on odd year)

	<u>APPOINTED</u>	<u>EXPIRES</u>
1. Lee Krizka	02-17-03	04-30-18
2. Mona S. Morrison	08-20-01	04-30-18
3. Nuzhat Rizvi	09-17-14	04-30-18
4. Jim Hojnacki	07-06-98	04-30-18
5. Charles Kennaugh	08-21-06	04-30-18
6. Shahzad Ahmed	08-21-06	04-30-18
7. Myra Kahn	11-07-16	04-30-18
8. Yousuf Ahmed	07-17-17	04-30-18
9.		04-30-18
10.		04-30-18

BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE – 9 Members

(4 members for 2-year term expiring on even year)

(5 members for 2-year term expiring on odd year)

1. Jeff Skender	09-21-09	04-30-18
2. Arthur Wittkamp, <i>Chair eff 9-21-09</i>	09-21-09	04-30-18
3.		04-30-18
4.		04-30-18

CELEBRATIONS COMMISSION – 13 Members

(7 members for 2-year term expiring on even year)

(6 members for 2-year term expiring on odd year)

1.		04-30-18
2. Bev Romanoff, <i>Chair eff. 05-02-05</i>	03-18-02	04-30-18
3. Patricia Reed	11-03-03	04-30-18
4.		04-30-18
5.		04-30-18
6.		04-30-18
7.		04-30-18

CELTIC FEST COMMISSION – 9 Members

(5 members for 2-year term expiring on even year)

(4 members for 2-year term expiring on odd year)

1. Bill McLeod	11-02-09	04-30-18
2. Joane McLeod	11-02-09	04-30-18
3. Linda Scheck	11-02-09	04-30-18
4.		04-30-18
5. Chris Nelson	11-07-16	04-30-18

BOARDS & COMMISSIONS RE-APPOINTMENTS FOR 2019 & 2020

as of April 6, 2018

Page 2 of 6

COMMISSION FOR DISABLED CITIZENS – 13 Members

(7 members for 2-year term expiring on even year)

(6 members for 2-year term expiring on odd year)

2. Thomas J. Zweidinger	04-25-11	04-30-18
5. Marilyn Dvoratchek	08-04-08	04-30-18
7. Ed Matone, <i>Chair eff. 02-05-18</i>	08-13-07	04-30-18
8. Janet Green	10-20-14	04-30-18
9. Paul Schweet	11-07-16	04-30-18
12.		04-30-18
13.		04-30-18

COMMISSION FOR SENIOR CITIZENS – 9 Members

(5 members for 2-year term expiring on even year)

(4 members for 2-year term expiring on odd year)

1. Franz Hudson	11-05-07	04-30-18
2. Edward Matone	11-05-07	04-30-18
3. Linda Scheck	09-11-17	04-30-18
4. Elizabeth Rossiaky	05-18-16	04-30-18

CULTURAL AWARENESS COMMISSION – 13 Members

(7 members for 2-year term expiring on even year)

(6 members for 2-year term expiring on odd year)

William D. McLeod, Village President (Ex-Officio Member)

1. Kevin Wendorf	10-20-03	04-30-18
2. Demetrius Gibson	02-20-17	04-30-18
3. Ximena Atristan-Bigurra	06-04-12	04-30-18
4. Jean Stone	05-05-14	04-30-18
5. Pearl Henderson, <i>Chair eff. 05-02-05</i>	08-19-02	04-30-18
6. Minerva Milford	08-21-06	04-30-18
7. Deborah Willis	02-18-13	04-30-18
3 openings		

ECONOMIC DEVELOPMENT COMMISSION – 13 Members

(7 members for 2-year term expiring on even year)

(6 members for 2-year term expiring on odd year)

James Norris, Village Manager (Ex-Officio Member)

Kevin Kramer, Economic Development Director (Ex-Officio Member)

1. George A. Moser, Chairman	05-03-04	04-30-18
2. Kasi Paturi	04-03-06	04-30-18
3. Baldemar Lopez (<i>will be replaced by Patricia O'Brien</i>)	10-17-12	04-30-18
4. Jaclyn Kator	12-03-12	04-30-18
5. Norman Darling	05-05-14	04-30-18
6. Jean Stone	05-05-14	04-30-18
7. Rick Rohles	10-20-14	04-30-18

BOARDS & COMMISSIONS RE-APPOINTMENTS FOR 2019 & 2020**as of April 6, 2018****Page 3 of 6****ELECTRICAL COMMISSION – 6 Members**

(1-year term)

1.		04-30-18
2.	Les Montag	04-04-05
3.	Todd M. Nesbitt	08-20-01
4.		04-30-18
5.	James O'Shea	06-05-00
6.	Jim Santopadre	04-04-05
	2 openings	

EMERGING TECHNOLOGY ADVISORY COMMISSION – 11 Members

(6 members for 2-year term expiring on even years)

(5 members for 2-year term expiring on odd years)

1.	Andrew Nawrocki	08-13-07	04-30-18
2.	Mandar Kulkarni	07-03-17	04-30-18
3.	Craig Marscin	09-24-12	04-30-18
4.	Haseeb Mohammed	11-04-13	04-30-18
5.	Glenn Thompson	12-14-09	04-30-18
6.	Nancy Trieb	10-16-17	04-30-18

FIREFIGHTERS PENSION BOARD – 5 Members

Statutory Commission (2 Village Board appointees permitted)

1.	Deidre Derrig	01-18-16	04-18-18
2.			
3.			
4.			

4th OF JULY COMMISSION – 15 Members

(8 members for 2-year term expiring on even year)

(7 members for 2-year term expiring on odd year)

Rachel Musiala (Treasurer)

Jim Norris (Ex-Officio Member)

1.	Donna Beall	10-06-97	04-30-18
2.	Steve Hehn	10-20-03	04-30-18
3.	Jackie Green, <i>Chair eff. 09-10-12</i>	08-18-83	04-30-18
4.	Mayor Bill McLeod	03-02-09	04-30-18
5.			04-30-18
6.	Colleen Palmer	03-20-17	04-30-18
7.			04-30-18
8.	Norman Darling	07-23-14	04-30-18

HISTORICAL SITES COMMISSION – 9 Members

(5 members for 2-year term expiring on even year)

(4 members for 2-year term expiring on odd year)

1.	Marilyn Lind, <i>Chair</i>	06-22-92	04-30-18
2.	Anne Habler	09-24-12	04-30-18

BOARDS & COMMISSIONS RE-APPOINTMENTS FOR 2019 & 2020**as of April 6, 2018****Page 4 of 6****PLANNING AND ZONING COMMISSION – 11 Members**

(Chair and 5 members for 4-year term expiring April 30, 2018)

(5 members for 4-year term expiring April 30, 2020)

1. Steve Caramelli, <i>Vice Chair, effective 08-05-13</i>	04-02-12	04-30-18
2. Adam Bauske	09-11-17	04-30-18
3. Sharron Boxenbaum	02-17-14	04-30-18
4. Lon Harner	08-01-16	04-30-18
5. Myrene Iozzo	05-18-11	04-30-18

PLATZKONZERT COMMISSION – 7 Members

(4 members for 2-year term expiring on even year)

(3 members for 2-year term expiring on odd year)

1. Trustee Gary Pilafas, <i>co-Chair as of 05-05-14</i>	05-05-14	04-30-18
2. Gayle Vandenberg, <i>co-Chair as of 05-05-14</i>	05-05-14	04-30-18
3. Jerry Arntzen	05-05-14	04-30-18
4. Alex Summerfelt	11-21-16	04-30-18

POLICE PENSION BOARD – 5 Members

Statutory Commission

(2-year staggered term - 2 citizens permitted)

1. Rachel Musiala	08-26-13	04-30-18
2.		
3.		
4. Bruce Lambert, Secretary Rachel Musiala, Treasurer		

ROAD IMPROVEMENT IMPACT FEE ADVISORY COMMITTEE – 10 Members

(5 members for 2-year term expiring on even year)

(5 members for 2-year term expiring on odd year)

1. Kaz Mohan	12-05-05	04-30-18
2.		04-30-18
3. Michael Lee	12-01-03	04-30-18
4.		04-30-18
5.		04-30-18

SISTER CITIES COMMISSION – 17 Members

(9 members for 2-year term expiring on even year)

(8 members for 2-year term expiring on odd year)

1.		04-30-18
2. Melissa Marscin	12-05-05	04-30-18
3. Carol Demuth	06-22-92	04-30-18
4. Jill Wood-Naatz, <i>Co-Chair</i>	04-05-04	04-30-18
5. Marcia Frank	07-19-99	04-30-18
6. Ken Campbell	02-07-94	04-30-18
7.		04-30-18
8.		04-30-18
9. Lily Rudnick	01-14-13	04-30-18

BOARDS & COMMISSIONS RE-APPOINTMENTS FOR 2019 & 2020
as of April 6, 2018

STORMWATER MANAGEMENT COMMITTEE – 10 Members

(one-year term)

- | | | |
|--|----------|----------|
| 1. Public Works & Utilities Committee Chairperson – Tr. Anna Newell | | |
| 2. Planning, Building & Zoning Committee Chairperson – Tr. Gary Stanton | | |
| 3. Public Health & Safety Committee Chairperson – Tr. Michael Gaeta, Chair | | |
| 4. Representative from Hoffman Estates Park District – _____ | | (open) |
| 5. Eric Marscin | 07-01-13 | 04-30-18 |
| 6. Gary Bucknowski | 05-09-16 | 04-30-18 |
| 7. Jim Burns | 02-07-94 | 04-30-18 |
| 8. Paul Matthews | 06-18-97 | 04-30-18 |
| 9. | | 04-30-18 |
| 2 openings | | |

SUSTAINABILITY COMMISSION - 15 Members

(8 members for 2-year term expiring on even year)

(7 members for 2-year term expiring on odd year)

- | | | |
|------------------------|----------|----------|
| 1. Tr. Anna Newell | 12-17-12 | 04-30-18 |
| 2. Tr. Gary Pilafas | 12-17-12 | 04-30-18 |
| 3. Eric Marscin | 06-05-17 | 04-30-18 |
| 4. Sarah Brown | 06-19-17 | 04-30-18 |
| 5. Darren Smolen | 12-17-12 | 04-30-18 |
| 6. Tabarak Khan | 12-17-12 | 04-30-18 |
| 7. Natalie Lichtenbert | 07-17-17 | 04-30-18 |
| 8. | | 04-30-18 |

UTILITY COMMISSION – 7 Members

(4 members for 2-year term expiring on even year)

(3 members for 2-year term expiring on odd year)

Michael Severson, Advisory (eff. 10/18/04)

- | | | |
|---|-----------|----------|
| 1. James Bamburger | ?? ?? -13 | 04-30-18 |
| 2. | | 04-30-18 |
| 3. Bernie Kameneer | 11-18-13 | 04-30-18 |
| 4. Joanmarie Wermes, <i>Chair eff. 05-07-07</i> | 10-07-02 | 04-30-18 |

VETERANS MEMORIAL COMMISSION – 17 Members

(9 members for 2-year term expiring on even year)

(8 members for 2-year term expiring on odd year)

- | | | |
|-----------------------------|----------|----------|
| 1. William Hafner | 06-02-08 | 04-30-18 |
| 2. Robert Fleming | 11-06-00 | 04-30-18 |
| 3. Samuel B. Jackson | 11-04-13 | 04-30-18 |
| 4. Charles Kennaugh | 08-21-06 | 04-30-18 |
| 5. | | 04-30-18 |
| 6. | | 04-30-18 |
| 7. Robert Mattson, co-Chair | 12-11-06 | 04-30-18 |
| 8. | | 04-30-18 |
| 9. | | 04-30-18 |

BOARDS & COMMISSIONS RE-APPOINTMENTS FOR 2019 & 2020
as of April 6, 2018

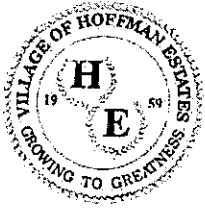
YOUTH COMMISSION – 9 Members

(5 members for 2-year term expiring on even year)

(4 members for 2-year term expiring on odd year)

William D. McLeod, Village President (Ex-Officio Member)

1. Michael Reeves	12-03-07	04-30-18
2. Ron Peal	07-21-08	04-30-18
3. Kipley Peal	03-03-08	04-30-18
4. Adrienne Reeves	09-21-09	04-30-18
5.		04-30-18



HOFFMAN ESTATES

GROWING TO GREATNESS

April 11, 2018

To: Mayor and Board of Trustees

TREASURER'S REPORT

March 2018

Attached hereto is the Treasurer's Report for the month of March, 2018, summarizing total cash receipts and disbursements for the various funds of the Village.

For the Operating funds, cash receipts and transfers-in exceeded cash disbursements and transfers-out by \$7.66 million, primarily due to property tax receipts. After including these receipts and disbursements, the balance of cash and investments for the operating funds is \$46.5 million.

For the Operating, Debt Service and Capital Projects funds, cash receipts and transfers-in exceeded cash disbursements and transfers-out by \$9.06 million, primarily due to property tax receipts.

For the Trust Funds, cash disbursements and transfers-out exceeded cash receipts and transfers-in by \$5.93 million, primarily due to investment activity in the Pension funds and property tax receipts.

The total for cash and investments for all funds increased to \$227 million.

Respectfully Submitted,

Stan W. Helgerson
Village Treasurer

Attachment

TREASURER'S REPORT
FOR THE MONTH ENDING March 31, 2018

Fund	Beginning Balance	Receipts/ Transfers - In	Disbursements/ Transfers - Out	Amount in Cash	Amount Invested	Ending Balance
Operating Funds						
General (incl. Veterans' Mem)	\$ 19,181,048	\$ 12,542,719	\$ 5,374,111	\$ 1,540,684	\$ 24,808,972	\$ 26,349,656
Payroll Account	-	3,665,317	3,665,317	-	-	-
Petty Cash	2,000	-	-	2,000	-	2,000
Foreign Fire Ins. Board	127,381	-	-	127,381	-	127,381
Cash, Village Foundation	11,617	-	810	10,807	-	10,807
Cash, Fire Protection District	9,399	22,978	-	32,376	-	32,376
Motor Fuel Tax	561,380	102,412	165,106	5,412	493,275	498,687
Comm. Dev. Block Grant	19,814	-	-	19,814	-	19,814
Asset Seizure - Federal	293,259	17,866	20,384	286,556	4,185	290,741
Asset Seizure - State	309,501	18,567	-	274,475	53,593	328,068
Asset Seizure - Battle	82	147	82	-	147	147
Asset Seizure - U.S. Marshall	7,698	4	-	7,702	-	7,702
Municipal Waste System	712,556	292,696	437,862	560,582	6,808	567,390
Roselle Road TIF	336,717	31,238	7,201	243,128	117,627	360,755
Higgins/Hassell TIF	9,668	42,937	-	52,604	-	52,604
Barrington/Higgins TIF	333,607	158,360	-	287,157	204,810	491,967
Water & Sewer	10,235,431	1,515,180	1,410,345	2,018,128	8,322,138	10,340,266
Sears Centre Operating	2,842,811	331,791	81,685	2,660,411	432,507	3,092,917
Insurance	2,777,297	130,865	89,430	542,638	2,276,094	2,818,732
Information Systems	1,042,946	158,959	115,063	327,208	759,635	1,086,843
Total Operating Funds	\$ 38,814,212	\$ 19,032,038	\$ 11,367,396	\$ 8,999,063	\$ 37,479,791	\$ 46,478,854
Debt Service						
2015 A & C G.O. Debt Serv.	\$ 603,205	\$ 462	\$ -	\$ 307,003	\$ 296,664	\$ 603,668
2008 G.O. Debt Serv.	20,221	-	-	20,221	-	20,221
2009 G.O. Debt Serv.	331,609	622,889	1,500	952,999	-	952,999
2016 G.O. Debt Serv.	64,707	153,635	-	218,342	-	218,342
Total Debt Service Funds	\$ 1,019,742	\$ 776,987	\$ 1,500	\$ 1,498,565	\$ 296,664	\$ 1,795,229
Capital Projects Funds						
Central Road Imp.	\$ 47,227	\$ 372	\$ 1,667	\$ 12,387	\$ 33,545	\$ 45,932
Hoffman Blvd Bridge Maintenance	295,036	404	-	170	295,270	295,440
Western Corridor	2,634,257	6,444	-	70,406	2,570,295	2,640,701
Traffic Improvement	12,840	272	1,250	6,951	4,911	11,862
EDA Series 1991 Proj.	1,547,756	10,296	28,692	119,678	1,409,682	1,529,360
Road Improvements	2,940,358	450,372	22,938	1,039,568	2,328,223	3,367,792
Central Area Road Impact Fee	22	-	-	22	-	22
West Area Rd Impr. Impact Fee	1,389	2,777	-	4,166	-	4,166
Capital Improvements	632,188	236,090	142,829	484,974	240,476	725,450
Capital Vehicle & Equipment	448,697	61,831	45,057	374,490	90,982	465,472
Capital Replacement	1,317,134	48,676	-	574,962	790,848	1,365,810
Stormwater Management	447,255	45,764	-	493,019	-	493,019
Total Capital Proj. Funds	\$ 10,324,159	\$ 863,298	\$ 242,432	\$ 3,180,793	\$ 7,764,232	\$ 10,945,025
Total Operating, Debt Service and Capital Project Funds	\$ 50,158,114	\$ 20,672,323	\$ 11,611,328	\$ 13,678,421	\$ 45,540,687	\$ 59,219,108
Trust Funds						
Police Pension (February)	\$ 80,855,675	\$ (2,153,715)	\$ 493,637	\$ 12,120	\$ 78,196,203	\$ 78,208,323
Firefighters Pension (February)	85,864,756	(1,997,506)	434,854	10,934	83,421,463	83,432,396
EDA Spec. Tax Alloc.	7,430,994	4,156,994	5,004,500	1,586,229	4,997,259	6,583,488
Total Trust Funds	\$ 174,151,425	\$ 5,773	\$ 5,932,991	\$ 1,609,283	\$ 166,614,925	\$ 168,224,207
GRAND TOTAL	\$ 224,309,539	\$ 20,678,096	\$ 17,544,319	\$ 15,287,704	\$ 212,155,612	\$ 227,443,316

AGENDA
FINANCE COMMITTEE
Village of Hoffman Estates
June 4, 2018

Draft

7:00 p.m. – Board Room

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

I. Roll Call

II. Approval of Minutes – April 23, 2018

May 14, 2018 (Special Finance)

NEW BUSINESS

1. Request acceptance of Finance Department Monthly Report.
2. Request acceptance of Information System Department Monthly Report.
3. Request acceptance of Sears Centre Monthly Report.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

DRAFT

AGENDA
PUBLIC WORKS & UTILITIES COMMITTEE
Village of Hoffman Estates
June 4, 2018

Immediately Following the Finance Committee

Members:	Anna Newell, Chairperson	Gary G. Stanton, Trustee
	Michael Gaeta, Vice Chairperson	Karen J. Arnet, Trustee
	Gary Pilafas, Trustee	William McLeod, Mayor
	Karen V. Mills, Trustee	

I. Roll Call

II. Approval of Minutes – April 23, 2018

NEW BUSINESS

1. Request authorization to waive bidding and purchase one (1) replacement heavy-duty Grapple Loader and Body through NJPA Contract pricing from Petersen Industries Lake Wales, FL from their local dealer E J Equipment, Inc., Manteno, IL in an amount not to exceed \$87,822.56.
2. Request authorization to waive bidding and purchase one (1) replacement heavy-duty truck chassis cab through State of Illinois Joint Purchase Contract pricing from Rush Truck Center of Illinois, Inc., Chicago, IL (low State Contract bid), in an amount not to exceed \$90,682.
3. Request acceptance of the Department of Public Works Monthly Report.
4. Request acceptance of the Department of Development Services Monthly Engineering Report of the Transportation and Engineering Division.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance call the ADA Coordinator at 847/882-9100

AGENDA
PUBLIC HEALTH AND SAFETY COMMITTEE
Village of Hoffman Estates
June 4, 2018

Immediately Following Public Works & Utilities Committee

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

- I. Roll Call**
- II. Approval of Minutes – April 23, 2018 Committee Meeting**

NEW BUSINESS

- 1. Request acceptance of Police Department Monthly Report.
- 2. Request acceptance of Health & Human Services Monthly Report.
- 3. Request acceptance of Emergency Management Coordinator Monthly Report.
- 4. Request acceptance of Fire Department Monthly Report.

- III. President’s Report**
- IV. Other**
- V. Items in Review**
- VI. Adjournment**

The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.



VILLAGE OF HOFFMAN ESTATES
PLANNING AND ZONING COMMISSION
FINDING OF FACT

PROJECT NO.: 2018006P

VILLAGE BOARD MEETING DATE: May 14, 2018

PETITIONER(S): SOMERSET DEVELOPMENT (CONTRACT PURCHASER)

PROJECT ADDRESS: SOUTH SIDE OF LAKEWOOD BOULEVARD BETWEEN EAGLE WAY AND HUNTINGTON BOULEVARD, AND ON THE NORTH SIDE OF CENTRAL ROAD (2000 CENTER DRIVE, 2001 LAKEWOOD BOULEVARD, 2501 EAGLE WAY)

Recommendation: APPROVAL

Roll Call Vote: 8 Ayes, 0 Nays, 3 Absent

PZC MEETING DATE: May 2, 2018

STAFF ASSIGNED: PETER GUGLIOTTA

Approval of a request by Somerset Development (contract purchaser) for Preliminary Concept Plan approval for a mixed-use project "City Works" under Section 10-2-2.E of the Municipal Zoning Code, for the approximate 150 acre property on the south side of Lakewood Boulevard between Eagle Way and Huntington Boulevard, and on the north side of Central Road (2000 Center Drive, 2001 Lakewood Boulevard, 2501 Eagle Way).

The following conditions shall apply:

1. This Preliminary Concept Site Plan approval shall only be valid for the applicant, and shall be subject to the terms of the Development Agreement (between the Village and Somerset City works, LLC) to be considered by the Village Board at the same meeting as this request.
2. This Preliminary Concept Site Plan approval shall only be valid for 18 months, unless modified or extended by another Village Site Plan approval.
3. This Preliminary Concept Site Plan is subject to Village approval of a rezoning of the subject property from O-4 Office Campus District to C-MU Commercial - Mixed Use District through the legally required public hearing process. Further, certain uses proposed as part of the Concept Plan are subject to future approval of a Special Use Permit (such as a hotel or day care center). This current approval does not guarantee rezoning or special use approvals will be granted.
4. This Preliminary Concept Site Plan approval is limited to the information provided in the applicant's submittal package, which indicates possible use types, including a hotel northwest of the main building, and up to 375 multi-family rental units and 175 for-sale town homes generally located on the northeast portion of the property. The plan also contemplates occupancy and re-use of the existing parking lots and buildings with a combination of office, retail, hospitality, and related uses. No specific dimensions, floor plans, setbacks, heights, or other physical details are provided and therefore none are approved and it is expected that all development shall conform with all Village Codes, unless specific variations or waivers are granted by the Village Board as part of future requests.

5. This Preliminary Concept Site Plan approval does not authorize any construction or occupancy to occur. Any re-occupancy of the existing buildings or construction of new site improvements or buildings shall require further approvals by the Village (rezoning, site plan, etc.).
6. Any request to subdivide or sell portions of this property shall require approval of a formal subdivision plat in accordance with Village Code.

FINDING

The Petitioner (attorney Larry Woodard, Ralph Zucker, and Ken Gold of Somerset Development) gave an overview of their background and a similar project they have done in New Jersey – Bell Works – which involved converting a former office research laboratory into a modern mixed use project. Mr. Zucker highlighted the many similarities between the Bell Works project and the proposed City Works project and provided examples as to how they achieved success in New Jersey that they think can be replicated in Hoffman Estates.

Plans for the existing building include developing a "main street" down the central atrium of the building with shops, offices, and restaurants facing the area. The interior of the building will be remodeled to have a much more open feeling to be inviting for the public. Mr. Zucker explained that this mixed-use concept is being called a "Metroburb" to describe the urban-design framework set within a suburban community. They believe there are a number of Millennials who do not necessarily want to move into the large city, but do want access to a mixed-use environment and related amenities.

The proposed residential component would have up to 375 apartments and 175 townhomes added generally on the northeast portion of the property with walkable access to the interior building main street. The units would be small studios, 1 bedroom and 2 bedroom with a target demographic of those looking for an urban feeling. It is expected this housing would be attractive to young working professionals and possibly empty-nesters. It is not expected that many kids would be generated as the housing product would not be designed to be as attractive to families. There will be no restrictions on the housing would be inclusive for anyone wanting to live there. Somerset understands the need to work with the school district on this project regarding any school aged-population that would be generated.

The proposed phasing of the City Works project would include an immediate focus on setting up small, pre-built office spaces, co-working spaces, and "ready to wear" offices to lease as quickly as possible. They would also build-out and open a small coffee shop with the first activity inside the building to help establish positive momentum. They would then work to lease office spaces that could range from 1,500 square feet to large blocks of space a few hundred thousand square feet in size, depending on tenant demand. The upper floors of the building are well suited for larger tenants with open floor plans. Mr. Zucker reviewed the variety of tenants they have in Bell Works and noted that several are Fortune 500 companies. They are hopeful that they can lease 150,000-200,000 square feet of space per year for a 4 to 7 year build-out.

Concurrent with the work on the interior, Somerset would begin working on the residential development. The phasing plans show a likely sequence for construction of the townhomes and multi-family units to be built on the site. Somerset has not yet determined if they would develop and own the multi-family housing

or bring in another company to do that. Ultimately, they plan to construct a hotel as part of the mixed use project, likely on the northwest corner of the building.

Staff reviewed the information provided in the Staff Report and emphasized that this request is for a concept plan only, which does not authorize any actual construction. The petitioner would have to come back through a process with final plans for all the work. This concept plan is at a very early stage and the petitioner will not advance the details further until they are able to purchase the property. The approval would be conditioned upon the eventual rezoning from O-4 to C-MU through the formal process, and it would only be valid for Somerset if they purchase the property. The recommended conditions coincide with the language of a proposed development agreement for this project that the Village Board would consider concurrently with the Concept Site Plan.

Commission members generally expressed positive comments about the concept plan and the proposed project. They also confirmed the existing open space area would remain protected. There was a suggestion regarding incubator office space and Mr. Zucker confirmed that they hope to do something like that with their "co-working" office setup. In response to questions about the project timing, Mr. Zucker indicated they would not build housing without also occupying the main building with non-residential uses.

Commissioners asked how security is handled with the main building open to the public all the time and Mr. Zucker explained they will have a full-fledged security force for the entire building. They first tried a typical police force approach in Bell Works, but determined it works better to set up a sophisticated concierge-type security service throughout the campus. The only areas where the public will not be allowed are the dedicated private office areas.

A question was raised about sustainability or green improvements and Mr. Zucker explained they expect that to be an important part of the project, and that sustainability is an important factor for many of the tenants they lease to. The Bell Works project has one of the largest solar panel set-ups in the world and it has been very successful. At this concept stage they cannot elaborate yet on specific plans, but they will include green facilities.

The Commission confirmed that pedestrian accessibility would be a key element in the project and that the existing covered walkway system from the parking garages to the building will be enhanced and incorporated into the project. Staff confirmed that pedestrian access to the new Pace facilities at the Barrington & I90 interchange would be constructed allowed someone to walk without having to cross tollway ramps or the main roadway.

AUDIENCE COMMENTS

There were several audience members present, however, only one spoke. Mr. James Vasselli, an attorney representing AGNL, LLC. (owner of the property at 2401 Central Road) stated that his client had no objections, but they wanted to make sure they would receive notification of any future proposals at the property.

PLANNING AND ZONING COMMISSIONERS

Chairperson Eva Combs	Sohita Patel
Vice-Chairman Steve Caramelli	Greg Ring
Sharron Boxenbaum	Nancy Trieb
Lenard Henderson	Adam Bauske
Myrene Iozzo	Denise Wilson
Lon Harner	

ROLL CALL VOTE

8 Ayes
0 Nays
1 Absent (Harner, Iozzo, Trieb)

MOTION PASSED

The following attachments are hereby incorporated as part of this Finding of Fact:

- Petitioner's Application, Narrative and Concept Plans
- Petitioner's Public Meeting Slide Presentation
- Staff Report
- Location Map and Legals



VILLAGE OF HOFFMAN ESTATES PLANNING AND ZONING COMMISSION STAFF REPORT

PROJECT NO.: 2018006P

PROJECT NAME: CITY WORKS MIXED USE PROJECT

PROJECT ADDRESS/LOCATION: SOUTH SIDE OF LAKEWOOD BOULEVARD BETWEEN EAGLE WAY AND HUNTINGTON BOULEVARD, AND ON THE NORTH SIDE OF CENTRAL ROAD (2000 CENTER DRIVE, 2001 LAKEWOOD BOULEVARD, 2501 EAGLE WAY)

PUBLIC HEARING YES NO

CONCEPT SITE PLAN

MEETING DATE: MAY 2, 2018

STAFF ASSIGNED: PETER GUGLIOTTA

REQUESTED MOTION

Approval of a request by Somerset Development (contract purchaser) for Preliminary Concept Plan approval for a mixed-use project "City Works" under Section 10-2-2.E of the Municipal Zoning Code, for the approximate 150 acre property on the south side of Lakewood Boulevard between Eagle Way and Huntington Boulevard, and on the north side of Central Road (2000 Center Drive, 2001 Lakewood Boulevard, 2501 Eagle Way).

INCLUDES RECOMMENDED CONDITIONS YES NO

ACRES: 150 (APPROXIMATE)		CURRENT ZONING DISTRICT: O-4 Office Campus (future proposed C-MU Mixed Use)
ADJACENT PROPERTIES:	NORTH: Industrial building & vacant Zoned M-2	SOUTH: Huntington 90 Business Park Zoned O-3, Central Road and Illinois Tollway (I-90)
	EAST: Huntington Boulevard and Cook County Forest Preserve	WEST: Industrial Zoned M-2
	NORTHWEST: vacant land zoned B-2	
Property Index Numbers: 01-36-301-013, 01-36-402-014, 01-36-401-005, 01-6-401-006		

BACKGROUND

In the early 1990's, the roughly 220-acre Lakewood Boulevard Campus property was originally built as an office headquarters building for Ameritech (later SBC, then AT&T). In the mid-2000's, as AT&T determined they would never build out vacant areas of their land, they sold off two 35 acre parcels for development of the Huntington 90 Business Park along Central Road, and they also sold their occupied land to an

investment trust and kept occupying the main buildings under a 20 year lease. Once that lease expired, AT&T chose to vacate the property, leaving the investment owner without a tenant and the campus eventually went through a foreclosure process. With the court process completed, the current owner put the property on the market and has entered into a sale contract with the applicant with a relatively short deadline for closing.

The applicant, Somerset Development, has a contract to purchase the property and is requesting approval of a concept site plan for their City Works project prior to completing the purchase to ensure the Village will generally accept the concept of a new mixed-use project on the property. The applicant is also requesting approval of a Development Agreement that mirrors and complements this site plan request. That Agreement will be reviewed by the Village's Planning, Building and Zoning Committee prior to consideration by the Village Board. The Village Board will consider the Site Plan and Development Agreement concurrently (on May 14).

EXISTING SITE CONDITIONS

The existing campus consists of the main headquarters building (4 stories, 1.3M sq. ft.), a secondary office building (6 stories, 280K sq. ft.), and an institute training building (1 story, 40K sq. ft.). The site contains over 5,000 parking spaces underground, in surface lots and parking decks, along with substantial open space and large setbacks from the adjacent public streets. The south-central portion of the site – roughly 40 acres – contains a large pond and naturalized area where no development was ever contemplated.

A network of private access drives connects to Eagle Way, Lakewood Boulevard, Huntington Boulevard, and Central Road in eight locations. Lakewood Boulevard is a public street connecting to Barrington Road with landscaping maintained by the owner of the campus property under a legal agreement put in place at the time the campus was first developed. Central Road is a Cook County Highway that connects to Barrington Road and Roselle Road, as well as to the new Pace Transit Park and Ride facility being constructed at the northeast corner of I-90 and Barrington Road. Center Drive (formerly AT&T Center Drive) is a horseshoe-shaped private boulevard roadway that connects the campus with two intersections on Central Road, along with access connections to the private roads in the two Huntington 90 Business Park properties on the southeast and southwest of the campus.

CONCEPT SITE PLAN

The Village Code requires Preliminary and Final Site Plan review for any new development or redevelopment and prior to occupancy, however, the Code also provides the option for a Preliminary Concept review, which can include substantially less information than a formal Preliminary or Final Site Plan request. Specifically, Section 10-2-2.E of the Subdivision Code states:

The applicant may, at their option, request preliminary concept approval (being a form of preliminary review which is less than a complete preliminary review and which does not substitute for the required complete preliminary review) by submitting such application materials, development plans, and supporting documents as are determined necessary to

provide a general understanding of the proposed project, with the development rights granted under any action on the request being limited in scope by the submitted materials, plans and documents presented, and by any conditions of approval as may be applied by the Village.

This option is often used for more complex projects where the applicant is seeking a zoning change and/or where the applicant needs to achieve a basic level of approval in an expedited timeframe. This step only addresses the limited information provided on the concept plans and does not authorize any development, construction, or occupancy. The Concept approval is just the first step in the process and the applicant will need to obtain Final Site Plan approvals with greater detail before proceeding with any redevelopment work.

Somerset is proposing to turn the vacant office campus into a mixed use development similar to the successful Bell Works mixed use project they are constructing in New Jersey in a former 2 million square foot office building. The Bell Works project is over 75% leased with a mix of office, retail, and hospitality uses, along with a walkable "main street" common area inside the building and open space available to the public. Residential units are being added on vacant land immediately adjacent to the mixed use building. Somerset has coined the term "Metroburbs" to describe their concept of a self-contained metropolis in a suburban setting. Somerset will be prepared to expand upon their success at Bell Works and answer additional questions during the meeting presentation. The Bell Labs website can be viewed by typing "bell.works" into the address bar of your web browser.

Somerset has indicated the former AT&T campus provides an opportunity to refine and advance the concepts used in the Bell Works project with the Hoffman Estates location having proximity to a major Interstate Highway, and the open atrium interior area of the building being conducive to Somerset's main street Metroburbs concept. Somerset is using the name "City Works" for this project.

The plans provided by Somerset show the site in a series of likely phases that will add attached single family homes, multi-family buildings, and eventually a hotel to the site to complement the existing building which will be concurrently built-out with a mix of office, retail, restaurant, hospitality and related uses on portions of the main floor with mostly office space on the upper floors. Office space sizes will be available ranging from as small as 1,000 square feet ranging upwards to large blocks of 100,000+ square foot areas. The intended design will create a "main street" concept on the main floor atrium area that will be fronted with shops, restaurants and a variety of related uses all in a walkable layout with connections to the office spaces. Access is intended to be open to the public as well as through connected pedestrian links to the hotel and new residential developments.

The new residential units are focused on the northeast corner of the site near the open space of the Cook County Forest Preserve across Huntington Boulevard. The plan contemplates adding roughly 175 attached town homes along the perimeter of the site and roughly 375 multi-family rental units in buildings attached to the east parking deck and northeast part of the main building. For the full concept of "mixed use" to be successful, it is important that residential units be part of the development to provide for 24/7 activity and greater market support for retail and restaurant uses.

The design of the residential units will be intended to attract mostly young professionals looking for easy access to employment that could be located on the property or along the I-90 corridor, as well as others

looking for housing options with walkability to retail and restaurant amenities and who do not desire to live in a larger city like Chicago. In current northwest suburban communities, there are very few options for residents who wish to live within walking distance to retail and restaurant amenities, while still retaining the proximity to large open space and recreation areas. The applicant does not anticipate that the likely demographic for residents moving to City Works will have many school-aged children, thus minimizing impacts on local schools. Regardless, the applicant will be working closely with the local school district (220) to make sure they can plan for potential school-aged residents that may be generated by this project.

The applicant will likely subdivide the residential parcels in order to bring in separate residential builders to design and construct housing products consistent with their master development goal. Somerset intends to retain ownership of the main portion of the campus and common areas and establish a covenant and association structure that will ensure the project is developed and maintained with continuity and consistency into the future.

The hotel planned for the site would likely be constructed at the northwest corner of the main building opposite from the new residential units. This additional use would be an amenity for businesses in the building who have out of town visitors and it would add to the potential evening population within the building.

The planned "main street" design in the atrium of the building is also intended to be accessible to the public at all times to further increase customers for new businesses. As City Works matures and potentially opens new dining establishments, shops, and other related uses, its attractiveness as a destination for area residents will increase.

In order to implement the mixed use plan for City Works at this site, the applicant will need to obtain rezoning approval from the Village to change the property from the O-4 Campus Office District to the C-MU Mixed Use District, specifically with the mixed use option under C-MU. Somerset has indicated in the narrative it is their intention to seek the rezoning as soon as possible after they purchase the property. Until then, they do not have the legal right to request a change to property zoning without the current owner's consent. The current owner is not willing to change the campus zoning while it is still under their ownership and control. For the concept review, it is not necessary for the current owner to participate or consent on the application, and the concept site plan rights (if approved) will only be valid for the current applicant if they purchase the property.

The site plan proposal does not include specific details regarding new construction other than very general summary of uses and new building locations, along with some residential/hotel unit counts. There are no specific dimensions or design details, and no review can be performed on parking, access, architecture, utilities, grading, landscaping, site lighting, etc. The Zoning Code bulk requirements (setbacks, heights, FAR, etc.) also cannot be reviewed based on the limited information provided. Traffic generation and pedestrian connections (which are a critical element of the C-MU Zoning District) will need to be reviewed at a later date once more specific plans are provided. No interior plans are provided to show floor plan modifications or exactly how/where non-office uses may be added to the building, nor is any detailed information provided for the contemplated hotel. The conditions of approval clarify that this approval would only be specific to the general uses listed in the application materials (as well as other uses allowed under the C-MU District), and general location of those uses on this site.

SUMMARY ANALYSIS OF PROPOSAL

Overall, the concept of converting this large, single-occupant office campus into the new mixed use City Works project will benefit the community because it allows for re-occupancy of an outdated building that has very little hope of being bought or leased by one single company. There is also a high vacancy rate for traditionally designed office buildings along the I-90 corridor, so making a fundamental change to the nature of this office campus should give the property a much better chance of being leased. Current development patterns favor mixed use, walkable designs that are better suited for connectivity between jobs, housing, and shopping/services, thus allowing residents and employees convenient access to most of their daily needs in close proximity to their homes or work. This type of mixed use approach is also favored by many successful businesses looking for a desirable place to locate their offices since it tends to attract quality employees, which are the backbone of most companies. Diversity in uses in a project also provides a more economically sustainable model for development since it allows the property to evolve over time as individual uses grow or shrink in the market.

For several years trends have seen large and small companies choosing to locate closer to large cities where their desired employee base wanted to live within walking distance to shops, restaurants, recreation and other amenities. More recently, there has been some shift back to the suburbs where there are more open spaces, park amenities, quality schools and a different variety of entertainment options, without some of the congestion found in the large cities. The City Works project attempts to strike a balance between the positives offered by an urban setting and alternative amenities more prevalent in the suburbs.

This proposed concept fits well within the vacant former AT&T campus and is compatible with surrounding land uses, as well as the highly accessible interchange and transit services nearby at Barrington and I-90. The site allows flexibility for details of the proposed residential units and other uses to be adjusted through the final site plan process to ensure all Village development standards are met. At this stage, the proposed concept site plan is consistent with Village development goals and can be seen as an asset to the community.

FUTURE STEPS IN THE APPROVAL PROCESS

Following approval of the Primary Concept Site Plan and Development Agreement, Somerset intends to purchase the property and begin taking necessary steps to develop the City Works project. Early next steps will include requesting a rezoning of the property from O-4 to C-MU with the Mixed Use option, and proposing a subdivision plat that will facilitate partnerships with residential builders for the residential construction. Concurrently, Somerset would begin working on the various details and plans necessary to seek Preliminary and Final Site Plan approval to both re-occupy the building and to begin construction on new site improvements. Part of the process will also involve an assessment of current site conditions and a proposed phasing plan to upgrade and address any deficiencies.

Overall, the existing site was designed to accommodate several thousand employees and a number of visitors within the headquarters building, plus the campus had space for additional expansion. The existing utility and roadway infrastructure capacity will generally be able to accommodate the proposed conversion

to the City Works mixed use project, although there may need to be some adjustments within the site based on specific final site plan design details.

The future site plan requests will need to include information addressing the following:

- Details on how the City Works project will be controlled through a master developer structure and how all common areas will be regulated and maintained, including any intended covenants, association rules, easements, etc.
- More detailed phasing plans and detailed community impact statement information as required by the Village Subdivision Code.
- Specific floor plans and details as to the mix of uses proposed for the existing building(s).
- A traffic and circulation study, including internal street and intersection design as well as confirming that the immediately adjacent public streets will be able to accommodate planned demand.
- A parking study addressing demand, supply, and distribution throughout the site.
- A master pedestrian plan (consistent with the fundamentals of the C-MU District), including connections between uses on the site as well as connections to exterior destinations such as the Forest Preserve, area bike paths, and the new Pace Park and Ride facility at Barrington and I-90.
- Plans for accommodation of a regional bike path along Central Road and other required sidewalk connections along adjacent public streets.
- A master utility plan depicting all existing and proposed utilities on the site, along with all existing and proposed easements to support those utilities.
- Civil engineering plans for all new construction or changes to the existing exterior of the site.
- Updates to the stormwater plans consistent with requirements of the Metropolitan Water Reclamation District of Greater Chicagoland (MWRD-GC) for all new construction.
- Landscape plans for any new development on the site.
- Site lighting plans for any new development on the site.
- A master sign plan will need to be developed for any signage on the property since the new mixed use development concept will be different than the original signage approved for the single-tenant occupancy of the office campus. This can include temporary marketing signage, permanent signs, and any instructional directional signage.
- This development will be subject to the Village's Fair Share Road Improvement Fee Program for new trips generated beyond those that were generated when the office campus was fully occupied (this may result in no fee being due depending on a detailed analysis and potential monitoring of the new occupancy). Any new construction on the site, such as the residential or hotel will be subject to the fee independent of the existing building.
- Any new residential development will be subject to the School and Park donation requirements per the Village Subdivision Code.

In addition to the site plan request, the applicant will need to provide a Subdivision Plat request in accordance with the requirements of the State Plat Act and Village Code, and including any existing or proposed easements. Also, any variation or special use requests will need to be submitted, as applicable.

RECOMMENDED CONDITIONS

1. This Preliminary Concept Site Plan approval shall only be valid for the applicant, and shall be subject to the terms of the Development Agreement (between the Village and Somerset Cityworks, LLC) to be considered by the Village Board at the same meeting as this request.
2. This Preliminary Concept Site Plan approval shall only be valid for 18 months, unless modified or extended by another Village Site Plan approval.
3. This Preliminary Concept Site Plan is subject to Village approval of a rezoning of the subject property from O-4 Office Campus District to C-MU Commercial - Mixed Use District through the legally required public hearing process. Further, certain uses proposed as part of the Concept Plan are subject to future approval of a Special Use Permit (such as a hotel or day care center). This current approval does not guarantee rezoning or special use approvals will be granted.
4. This Preliminary Concept Site Plan approval is limited to the information provided in the applicant's submittal package, which indicates possible use types, including a hotel northwest of the main building, and up to 375 multi-family rental units and 175 for-sale town homes generally located on the northeast portion of the property. The plan also contemplates occupancy and re-use of the existing parking lots and buildings with a combination of office, retail, hospitality, and related uses. No specific dimensions, floor plans, setbacks, heights, or other physical details are provided and therefore none are approved and it is expected that all development shall conform with all Village Codes, unless specific variations or waivers are granted by the Village Board as part of future requests.
5. This Preliminary Concept Site Plan approval does not authorize any construction or occupancy to occur. Any re-occupancy of the existing buildings or construction of new site improvements or buildings shall require further approvals by the Village (rezoning, site plan, etc.).
6. Any request to subdivide or sell portions of this property shall require approval of a formal subdivision plat in accordance with Village Code.



VILLAGE OF HOFFMAN ESTATES PLANNING AND ZONING GENERAL APPLICATION*

Special Use for _____ Rezoning from O-4 to _____ C-MU (Mixed Use)

Variation: Commercial Residential Sign

Plat (Subdivision & Others): Preliminary Final

Site Plan: Amendment Concept Preliminary Final

Master Sign Plan: Amendment

Other: Narrative

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

Posting of Notification Sign(s) may be required.

Specific requirements will be provided when your request is scheduled.

FOR VILLAGE USE ONLY			
Hearing Fee	<u>\$1,500.00</u>	Check No. <u>010253</u>	Date Paid <u>4/20/2018</u>
Project Number:	<u>2018006P</u>		
Staff Assigned:	<u>Pete Gugliotta</u>		
Meeting Date:	<u>5/2/2018</u>	Public Hearing: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Sign Posting Required:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Date Sign Posted	<u>4/20/2018</u>

PLEASE PRINT OR TYPE

Date: April 16th, 2018

Project Name: City Works

Project Description: Old Ameritech Campus/Lakewood Center

Project Address/Location: 2000 W AT&T Center Drive, Hoffman Estates, IL 60196

Property Index No. 01-36-301-013, 01-36-402-014, 01-36-401-005, 1-36-401-006

Acres: 152.738 Zoning District: O-4

I. Owner of Record

U.S. Bank National Association, Trustee for Series 2008-TOP21 of C-III Asset Management LLC

Jim Harbur

Name

Company

5221 North O'Connor Blvd., Suite 600

Irving

Street Address

City

Texas

75039

(972) 868-5210

State

Zip Code

Telephone Number

(972) 868-5495

jharbur@c3cp.com

Fax Number

E-Mail Address

II. Applicant (Contact Person/Project Manager)

Raphael Zucker

Somerset Development

Name

Company

101 Crawfords Corner Road

Holmdel

Street Address

City

NJ

07733

732-415-7104

State

Zip Code

Telephone Number

ralph@sdnj.com

Fax Number

E-Mail Address

Applicant's relationship to property: Contract Purchaser

III. Owner Consent for Authorized Representative

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

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

Owner Signature

Print Name

IV. Acknowledgement(s)

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

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

Owner's Signature: _____

Owner's Name (Please Print): _____

Applicant's Signature: _____
(If other than Owner)

Applicant's Name (Please Print): Raphael Zucker

Date: 4/16/18

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

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

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

Addendums Attached:

- Special Use
- Rezoning
- Variation
- Plat
- Site Plan
- Master Sign Plan
- Other Narrative



S O M E R S E T
D E V E L O P M E N T

This is living.

VIA ELECTRONIC MAIL: Keng@SDNJ.com

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

ATTN:
Peter Gugliotta, AICP
Director of Planning, Building and Code Enforcement

April 20, 2018

Dear Mr. Gugliotta:

The following is a narrative associated with a "Conceptual Site Plan" of the Lakewood Center property in the Village of Hoffman Estates.

- 1. Executive Summary**
- 2. About Somerset**
- 3. Office/Retail Component**
- 4. Residential Component**
- 5. Community Benefits**
- 6. Transportation/Surrounding Properties**

1. Executive Summary

Somerset Development has recently signed a contract to purchase the Lakewood Center Campus in Hoffman Estates. The current zoning for the Lakewood Center Campus is Office and Research Campus District (O-4). It is the goal of Somerset Development to re-zone the entire site into the Commercial Mixed-Use District (CM-U), specifically the Mixed-Use Option. The purpose of this zoning change is to provide a new mix of uses for the 150-acre site, which will enable the property to better adapt to the current market trends of the suburban office market.

Somerset Development has developed a similar project at Bell Works in Holmdel, NJ. The old Bell Labs was a vacant two-million square foot single tenant office building on 472-acres of land. Somerset was successful in re-zoning the property into a mixed-use district very similar to that of the CM-U of Hoffman Estates. Bell Works is now an

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phone 732.367.2828 • *fax* 732.886.1674 • *web* www.sdnj.com



SOMERSET DEVELOPMENT

This is living.

extremely successful development with 225 single family homes, and a mix of over one million square feet of office, retail, and hospitality uses which has helped revive the once desolate office park and now stands at over 75% leased. This architectural gem is in the midst of a transformation into what can be described as an entirely new class of commercial real estate: The Metroburb.

The concept developed and implemented by Somerset Development, a Metroburb, combines the density and dynamism of a walkable downtown 'main street' in a desirable and livable suburban locale. The Metroburb is a self-contained metropolis in suburbia – a building or campus with instant access to some mix of office, residential, hospitality, dining, entertainment, healthcare, and community services. Essentially, a Metroburb recreates the walkable, downtown-style setting that matches shifting demographics and priorities of today's commercial tenants, but in a more convenient and comfortable suburban location.

One of the core goals of the Metroburb is to create a "street-level" pedestrian experience. The ground floor of a building or campus might be repurposed to cater to retail or dining users; atriums might become public plazas; old office space might become the new home for local government services or a library. We intend to create this pedestrian street in the main atrium of the Central Building in Lakewood Center.

At scale, it creates an ecosystem in which each component reinforces the others: office users create a steady flow of patrons for retail users, supplemented by visitors from the nearby area. And, as this ecosystem continues to mature, demand from office users seeking a unique, but cost effective suburban working environment increases commensurately.

The overarching purpose of this rezoning is make this site competitive in today's office and residential market. It is the goal of Somerset Development to turn Lakewood Center into the next Metroburb. The CM-U Zone will allow for Somerset to build up to 375 multi-family rental units and up to 175 for-sale town homes immediately. The townhouses will include bedroom counts of 50/50 2 bedroom and 3 bedrooms. This does not preclude 4-bedroom units, but it is not the objective of Somerset to market 4-bedroom units. The rentals will consist of mostly studio and 1-bedroom apartments with a range of 30%-50% 2-bedroom units. This does not preclude 3-bedroom units, but Somerset does not wish to market 3-bedroom rental units. In addition, it will also allow for the division of the single tenant office building into a multi-tenant building, which creates a more collaborative and desirable office which will ensure that once tenants move in, they want to stay. This influx of residential and office uses will also help drive a small amount of

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DEVELOPMENT

This is living.

retail on the “pedestrian street” off of the main entrance. Picture coffee shops, restaurants, bars, and local business all located on a walkable street in the center of Hoffman Estates.

2. About Somerset Development

Somerset Development, one of the nation’s most innovative new urbanist development companies, is best known for its monumental adaptive reuse effort at the two-million-square-foot former Bell Labs facility in Holmdel, N.J.—dubbed Bell Works. Since acquiring the Eero Saarinen-designed monolith in 2013, Somerset has accomplished a repositioning that is now widely upheld as *the* model for how best to repurpose outdated or obsolete suburban office parks.

The concept behind Bell Works was simple at its core, but complex in execution. Somerset set forth a plan to repopulate what was once a single-tenant building, allowing for a variety uses including offices, retail, hospitality, recreation, and, surrounding the building, residential. Bell Works is the first of a new asset class—the Metroburbs: A self-contained, dynamic metropolis in suburbia, and an oasis amidst a sea of aging commercial and retail assets. Throughout the process at Bell Works, Somerset gained invaluable knowledge about how to communicate a cohesive vision for a development, especially in affluent and close-knit towns like Hoffman Estates. Somerset, is taking that model and embarking on the reinvention of the former Lakewood Center in the Village of Hoffman Estates. In a matter of years, Somerset intends to transform this 1.6 million-square-foot single tenant property into the next Metroburbs.

With Bell Works as a resoundingly successful proof of concept, Somerset is confident that it can create an equally impactful Metroburbs in Hoffman Estates. With an envisioned 1.2 million square feet of offices, 80,000 square feet of conferencing space, 60,000 square feet of retail, and a 200-room hotel, Lakewood Center will become the Northwest Suburban Chicago version of the office park “category killer”. As people and companies increasingly gravitate toward dynamic, walkable, city-style experiences for both work and play, such a redevelopment is not just becoming an advantage – it’s a necessity. In addition to Bell Works, Somerset Development has over 25 years of experience redeveloping land and all use types. Currently, Somerset Development is overseeing other large scale mixed-use developments:



S O M E R S E T

DEVELOPMENT

This is living.

Wesmont Station: The former Curtiss-Wright engine manufacturing facility, located in Wood-Ridge, NJ purchased in 2002. The redevelopment project known as Wesmont Station is a mixed-use project being developed by Somerset Development on the 70-acre parking lot of the property. As the master developer Somerset along with an expert team of leading planners, architects, engineers and land use specialists, including Andres Duany, one of the pioneers of New Urbanism, devised an ambitious redevelopment program for the brownfield site. Somerset worked closely with municipal, county and state officials to obtain approvals for almost 1200 residential units including a variety of residential housing, over 100,000 square feet of commercial space, recreational uses, all anchored by a brand new, NJ Transit train station that connects with the Bergen Line commuter rail to Manhattan, and for which Somerset has partnered with NJ Transit to construct.

Glass Works, Aberdeen NJ: By working closely with local officials and the public, Somerset earned redevelopment rights for the former industrial site. A 50-acre abandoned factory site, Somerset was successful in receiving approvals for mixed-use environment. Somerset's approvals incorporate original architectural details from the property's former life as a glass factory into a dynamic mixed-use development featuring 500 residential units, neighborhood park, 75,000 square feet of retail space, a 110-room hotel and a movie theater.

3. Office/Retail Component

The current O-4 zoning restricts the current buildings and property to a single tenant. This is untenable to Somerset Development as there are only so many potential tenants that can occupy 1.6 million square feet. It is because of this that CMU zoning is paramount to the ability of Somerset to execute its business plan. The CMU zoning will permit the building to be leased out not only to more than one tenant, but by use as well. This will allow Somerset to create office suites ranging from 1,000 sq ft to 100,000 sq ft or more, which will give Hoffman Estates a competitive advantage in drawing in office tenants. Somerset's understanding of the market is that much of the office centers in the area are old and outdated, and Somerset needs the CMU zoning district in order to create the sense of place that today's office tenants crave.

The ability to provide ground floor retail in the site will also be essential to creating the space necessary not only to draw new tenants in, but to retain them as well. It is expected that Somerset will house 60,000 sqft of retail on the first floor of the building as a pedestrian street open to the public. This space will consist of coffee shops, bars/restaurants, local shops...whatever the market dictates. This is vital to the success of project as it improves the viability of the office space and can cater to the residential component.



S O M E R S E T D E V E L O P M E N T

This is living.

4. Residential Component

The goal of this project goes beyond the confines of the building however, as a key factor in the success of a Metroburb is a thriving residential component. To that end, Somerset Development will ensure that the residential component fits with the surrounding properties as well the look and feel of Hoffman Estates overall. Additionally, residents will activate the site immediately, bringing 24/7 life to the site that is vital to its success. Access to the interchange and the new Pace transit station at Barrington Road is also essential to the future residents of the new Lakewood Center.

Somerset's need for the CMU zoning lies in the concept plan provided that allows for the construction of 375 multi-family rental units and 175 single family townhouses—550 total units. The townhouses will line the northeastern portion of the site primarily while the multifamily buildings will be across from the 280,000 sqft office building as well as line the northern run of the eastern parking deck. The market for multifamily rentals consists of smaller, primarily one-bedroom units. This is beneficial to the village as this will draw younger tenants without school children.

5. Community Benefits/Public Access

Somerset Development envisions the redevelopment of Lakewood Center not just as a boost to the office market in Hoffman Estates, but to the community as a whole. The building that for so long kept its doors closed to the public will be opened, and once tenants begin to populate the space, the common areas of the building will be operate 24/7/365. The security check-in desk and turn-style will be moved to the tenant specific offices, which will give visitors the freedom to walk the ground floor atrium from one end of the building to the other, unobstructed. The atrium will be transformed into a pedestrian street, lined with retail shops and restaurants which enable the community to bring building to life and create a thriving sense of place. Lakewood Center will be the town center that Hoffman Estates craves.

6. Transportation and Surrounding Properties

The Metroburb is located a short distance from the newly constructed interchange at Barrington Road and Interstate-90. This gives Lakewood Center a tremendous opportunity to support the surrounding properties. Somerset Development will also work diligently with Pace to ensure that the facility will be transit friendly and accessible to all. It is intended, at this point, that the roads within the complex will be privately maintained. A master association will oversee the maintenance of the roads, with residential sub-associations responsible for certain sections of roadways. Somerset has



S O M E R S E T
D E V E L O P M E N T

This is living.

been successful in operating such arrangements, specifically Wesmont Station in Woodridge, NJ.

The existing infrastructure was sized for nearly 2 million sqft of office space. Thus, road and utility capacities will be more than adequate for the new mixed-use project.

7. Summary

At this time, Somerset is requesting approval of a Conceptual Site Plan and associated Development Agreement for a mixed-use project on an expedited timeframe to allow for purchase of the AT&T property. The initial approval will be conditioned on the future rezoning of the AT&T property to the CMU (Commercial Mixed Use) District and will remain valid so long as Somerset completes the purchase of the property.

Preliminary Timeline:

Concept Zoning Approval: May 2018

CMU Zoning Approval: June 2018

Office Construction: August 2018

Overall Site Plan Approval: October-November 2018

Residential Construction: March 2019

Somerset expects to begin occupancy in the office within 3 months of closing. Secaucus's municipal officials. This is not inclusive of any public hearings and/or discussions. The compensation for this consultancy shall be as follows:

Raphael Zucker
President
Somerset Development

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

MICHIGAN: Ann Arbor
Detroit • Grand Rapids
Kalamazoo • Lansing
Saginaw • Troy

LARRY N. WOODARD
TEL (312) 460-4278
FAX (312) 460-4201
E-MAIL woodard@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
225 W. Washington, Suite 2600
Chicago, Illinois 60606
TEL (312) 460-4200
FAX (312) 460-4201
www.millercanfield.com

FLORIDA: Naples
ILLINOIS: Chicago
NEW YORK: New York
CANADA: Toronto • Windsor
CHINA: Shanghai
MEXICO: Monterrey
POLAND: Gdynia
Warsaw • Wroclaw

April 24, 2018

VIA E-MAIL

peter.gugliotta@hoffmanestates.org

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

**Re: City Works Development by Somerset Development, L.L.C.
Old Ameritech Campus/Lakewood Center
2000 W AT&T Center Drive, Hoffman Estates, IL 60196**

Dear Mr. Gugliotta:

As you know, the undersigned is acting as local counsel for Somerset Development, L.L.C., the contract purchaser of the subject property. In conjunction with Somerset Development's filed Conceptual Site Plan approval application, Somerset requests that after a recommendation is made by the Planning and Zoning Commission on May 2, 2018, that the Conceptual Site Plan be forwarded to the Village Board for consideration on May 14, 2018, so that the Conceptual Site Plan can be reviewed concurrently with the proposed Development Agreement.

Thank you for your assistance in this matter. Should you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

Larry N. Woodard

LNW/maf
31340134.1\157447-00001

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.



SOMERSET DEVELOPMENT

Building History

This architectural masterpiece by the mid-century modern architect Eero Saarinen was the former home of Bell Laboratories, the scientific research arm of Bell Telephone Company. Historic discoveries were made in the halls of Bell Labs including the technology for the cell phone, the laser, the Telstar satellite, and the discovery of radio astronomy.



Bell Works

Bell Works // The Metroburb

An urban hub , a core, a metropolis in a suburbia location.



"A large scale mixed use building, with great access , office, retail, entertainment, hospitality, residential, health, wellness, fitness, everything you would find in a metropolis but in a great suburban location. If you build it, you will have more demand than you can possibly supply."

- Ralph Zucker, Somerset Development

Bell Works



Saarinen's work is characterized by dramatic forms and spaces as well as the inventive use of new materials. All of this is evident at Bell Works where the 1,100 foot long prism of reflective glass, the first use of its kind in the world, is set in a natural landscape of mature trees and meadows. One enters into a spectacular space that is the first of four glass-roofed atriums, each the full height of the building. The experience of Bell Works is created by the open walkways and bridges that ring the internal spaces of each atrium and provide the circulation that allows for animated public interaction.

Bell Works

the current vibe //

Now Bell Works is becoming a vibrant mixed use building of retail, office, health care, wellness, hotels, conference facilities, a museum of Bell Labs, a working lab for children, the Holmdel Town Library and a lively sports complex. It is a prime example of the excitement of urban amenities in a suburban setting, a town center in a beautiful garden, complete with meadows, forest, two lakes and an island



Bell Works

the community

Location

Easily accessible off the Garden State Parkway, Bell Works is also a ten minute ride away from the New Jersey Transit train station at Hazlet, and is twenty minutes south of Newark airport. There is also a heliport on site, making it a fifteen minute ride to Manhattan.



Bell Works

Shopping + Dining

Booskerdoo
coffee & baking co.

MEZZA LUNA

HONEYBELL
BAKERY



Holmdel Library
and Learning Center

STRELLA AZUL

BUBZ DELI

broadfork
GREENS • DRINKS

CAFE BELL

BALON CONCRETE

Holmdel
florist

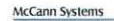


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CORBO & SONS
ITALIAN CRAFT • AMERICAN PASS • EST. 1917

Bell Works

Office at Bell Works



Bell Works

Art , Music, Fashion + Films



Artist Sarah Meyohas // Petals



Future Relic by Daniel Arsham



Tim McGraw // Top of the World



Elle Magazine

Bell Works

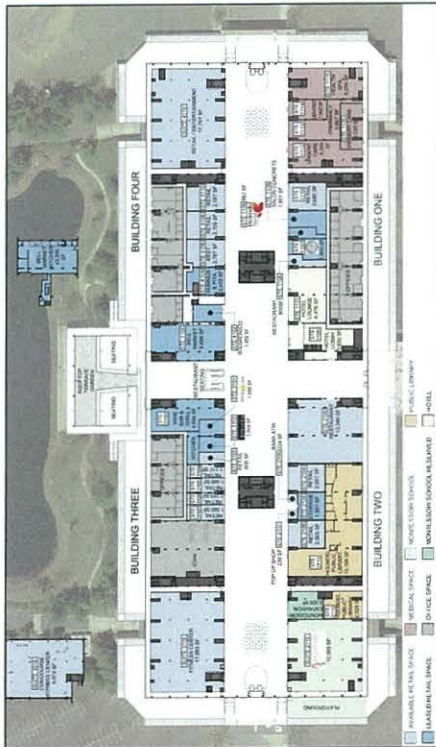
Offices at Bell Works



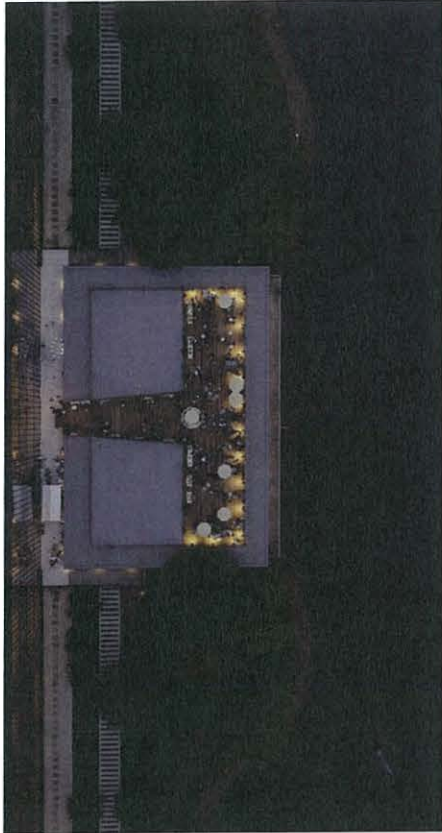
Bell Works

development

Retail Plan



Bell Works



Bell Works

The Rooftop Deck At Bell Works



Bell Works



Booskerdoo
fresh roasted coffee co.



Bell Works

Food Market // Spring 2018

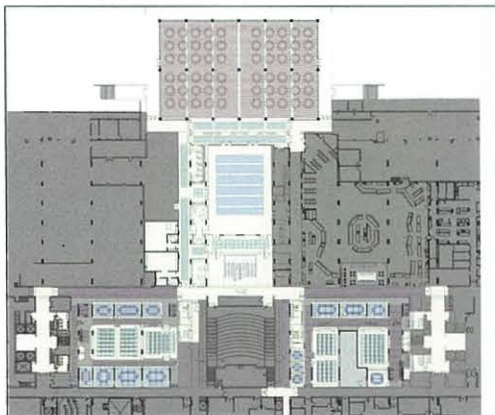


 Bell Works



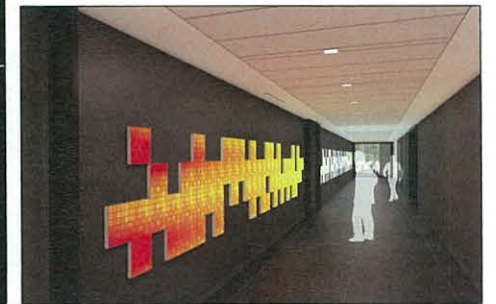
 Bell Works

Bell Works Event + Conference Center // Spring 2018



 Bell Works

Conference Center // View



 Bell Works

the hotel

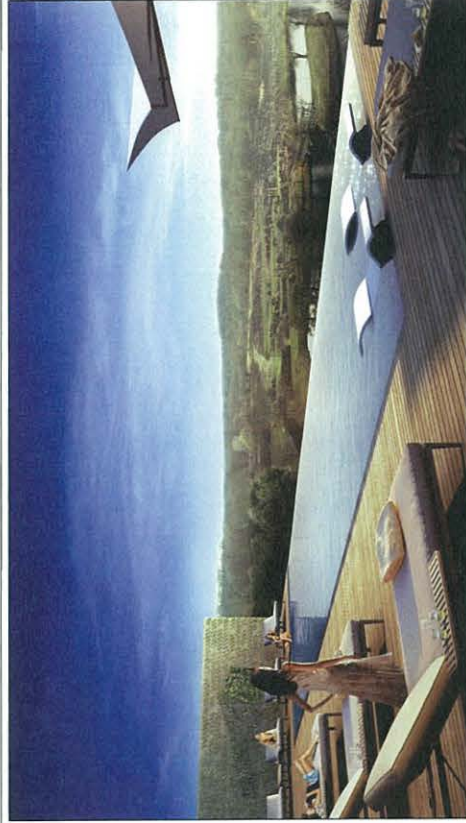


Bill Works



Bill Works

HOTEL // MOODBOARD



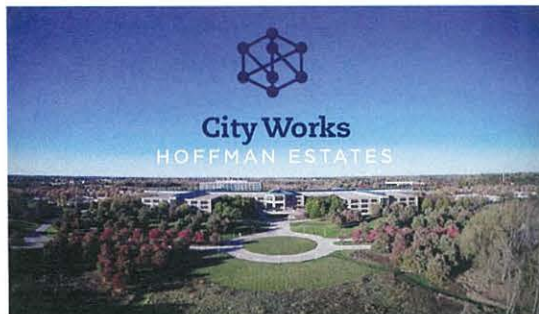
Bill Works



Bell Works



- Easily Accessible from 1-90 W.
- 20 minutes from O'hare International airport.
- Schaumburg Office Market
- 45 minutes to Downtown Chicago.



Bell Works

- 2 Million Gross Sqft
- Former Use: Single Tenant office—Bell Labs
 - Distance to NYC: 44 Miles
- Distance to Newark Liberty Airport: 32 miles
 - Office Vacancy at time of Closing: 26%

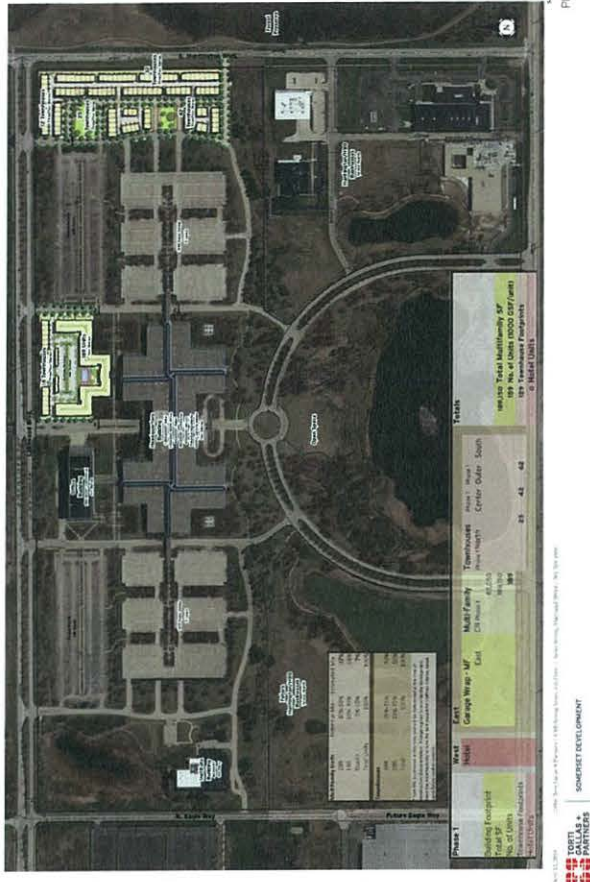
City Works

- 1.6 Million Gross Sqft
- Former Use: Single Tenant office—AT&T
- Distance to Chicago: 32 Miles
- Distance to Chicago O'Hare Airport: 19 Miles
- Office Vacancy: 30%

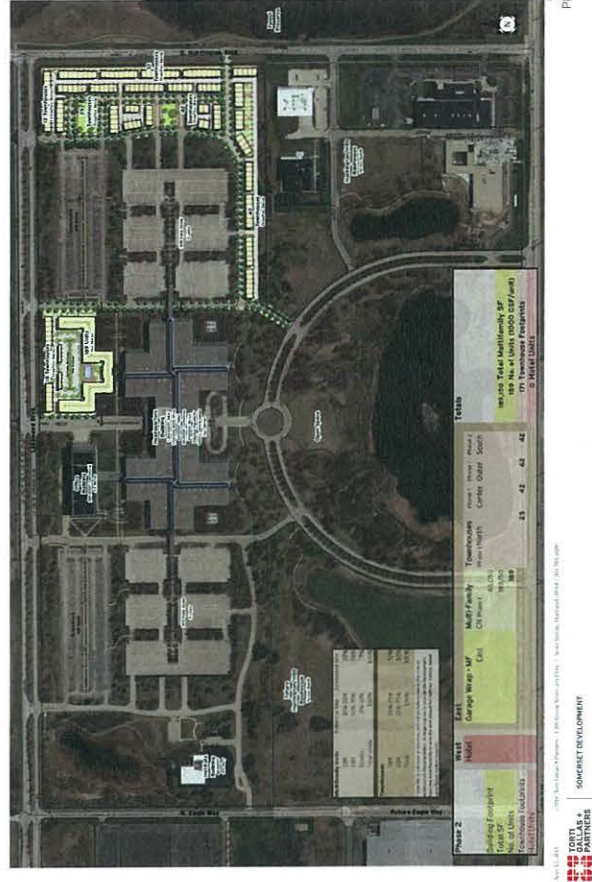



SOMERSET DEVELOPMENT
CONCEPT MASTERPLAN

**TORTI
GALLAS +
PARTNERS**
April 12, 2019



Phase 1



Phase 2



Existing Site

Retail Plan

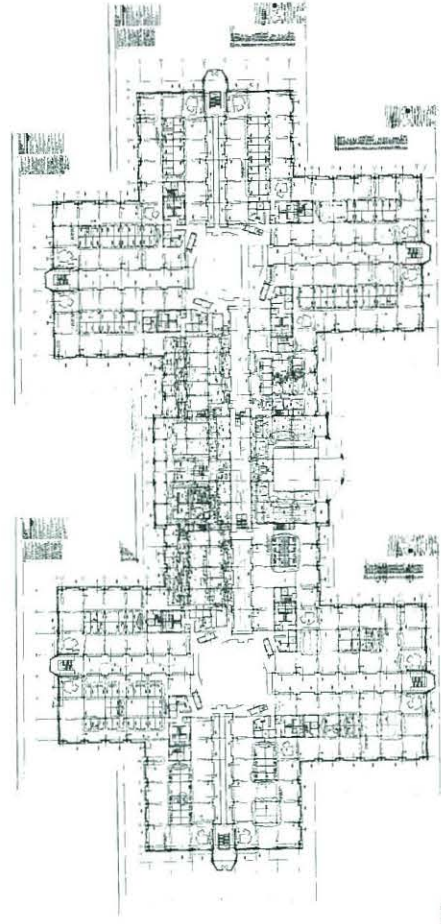


North Arrow

Phase 3



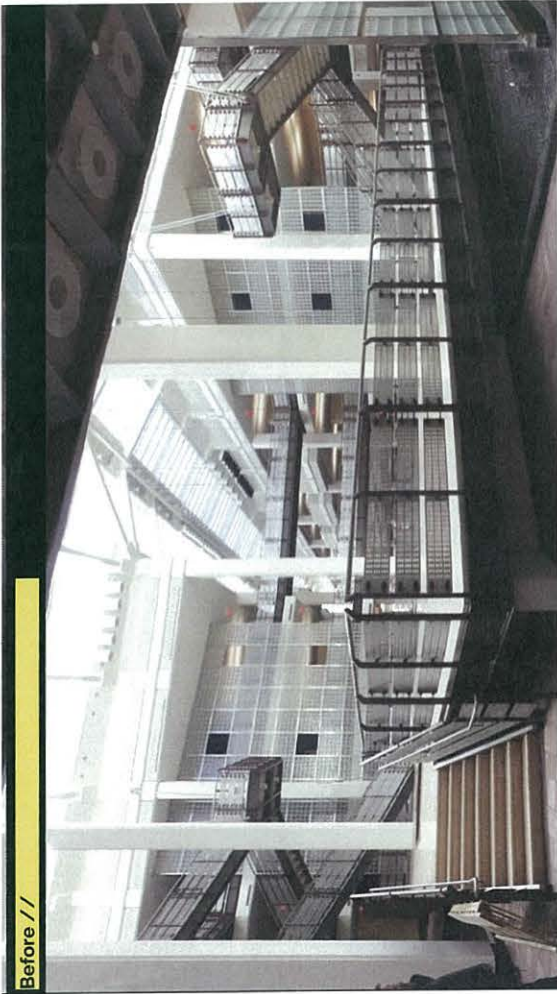
Phase 3



Phase 4



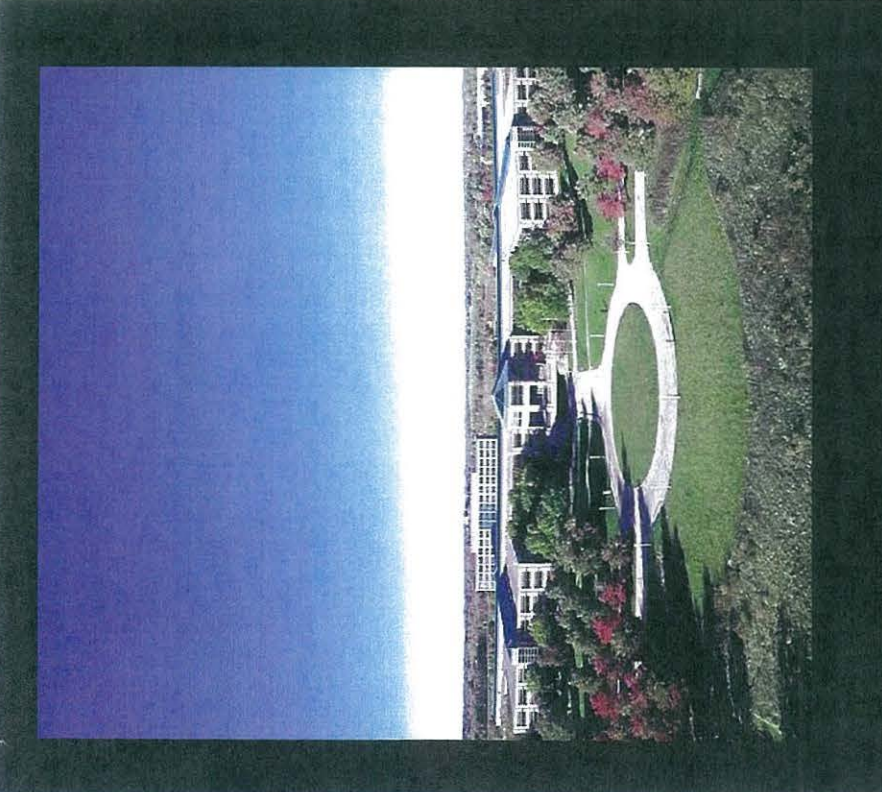
Phase 4



Before //



After // CityWorks

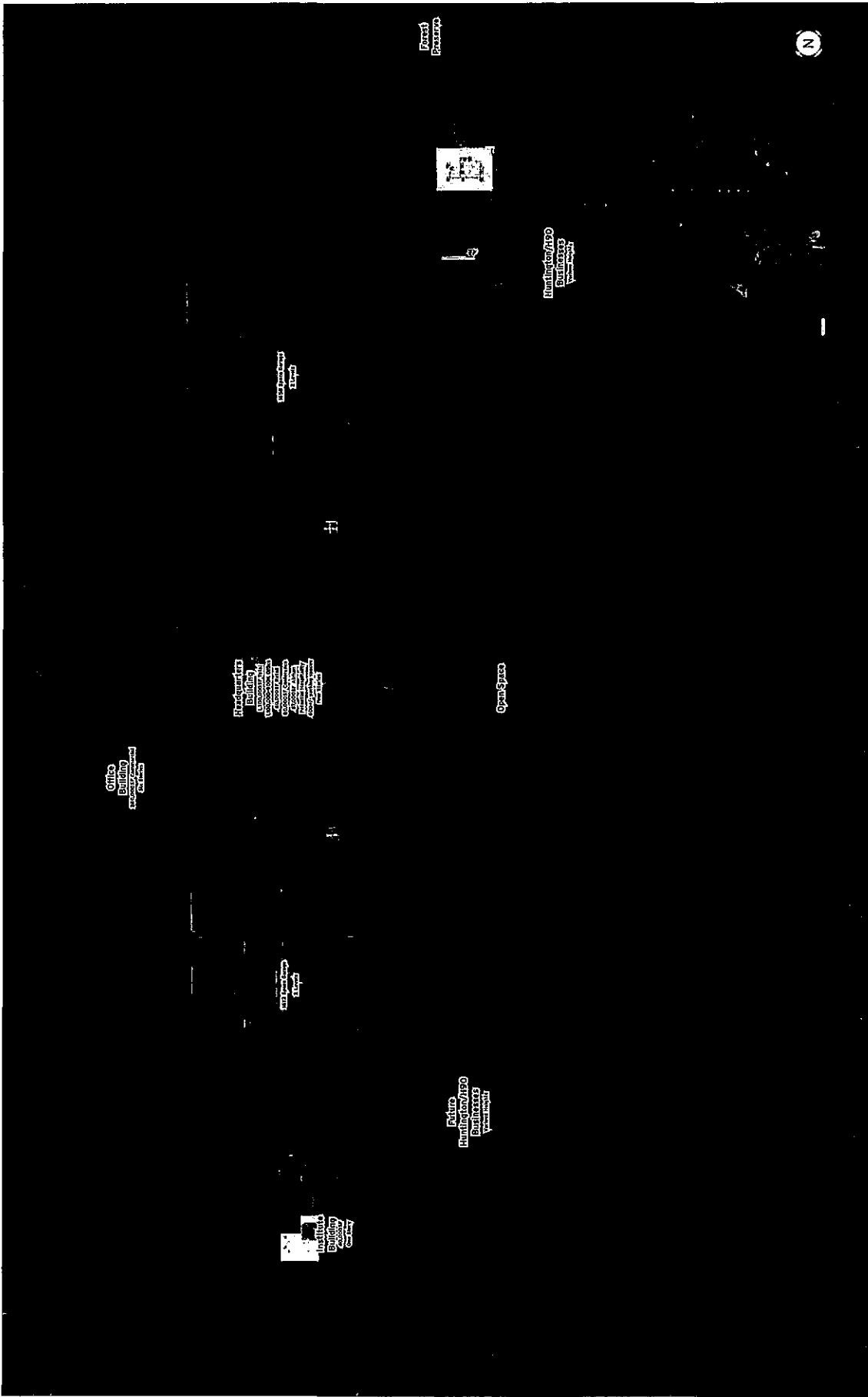


SOMERSET DEVELOPMENT

CONCEPT MASTERPLAN

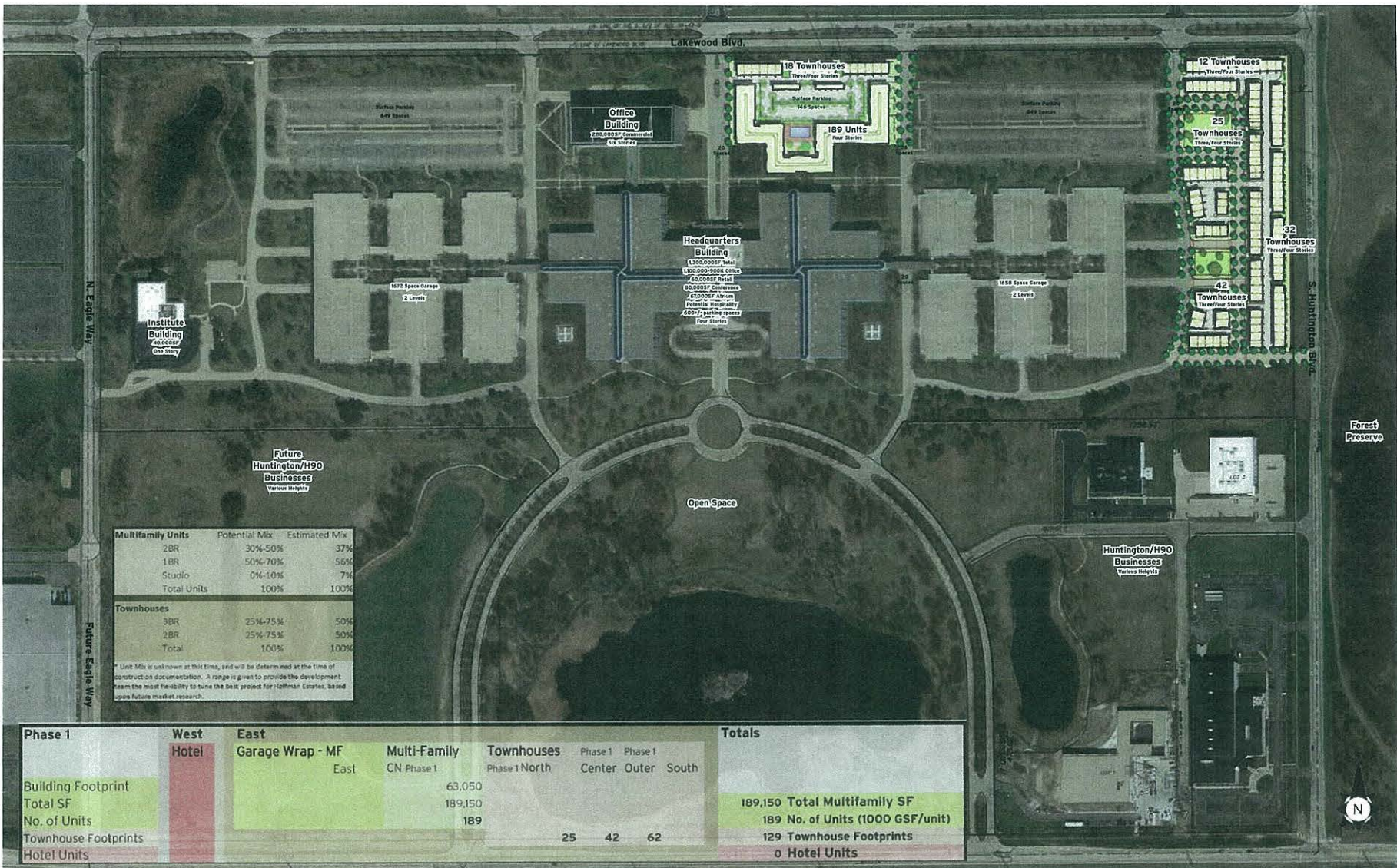
 TORTI
GALLAS +
PARTNERS

April 12, 2018



Scale 1"=30'

Existing Site

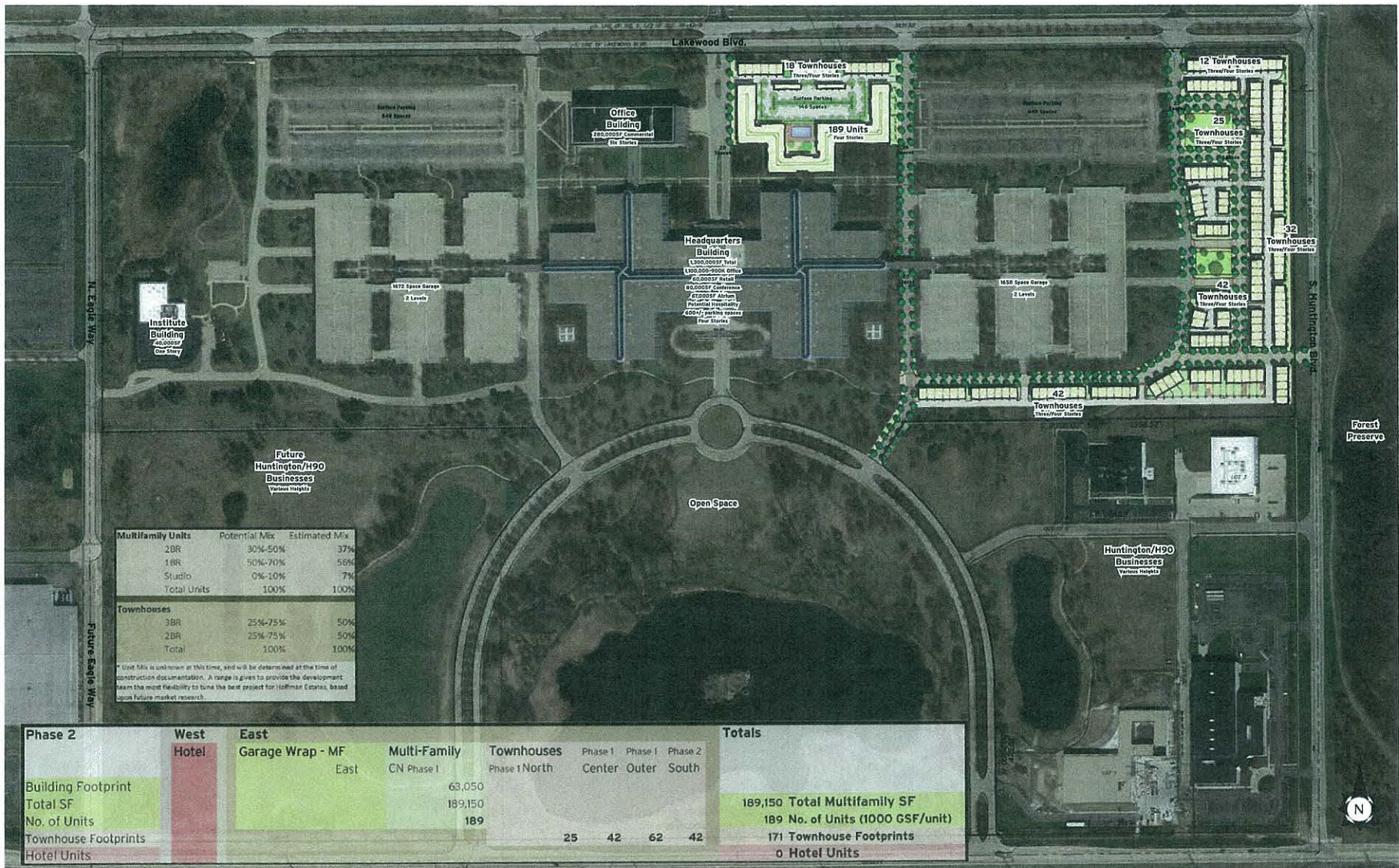


Multifamily Units	Potential Mix	Estimated Mix
2BR	30%-50%	37%
1BR	50%-70%	56%
Studio	0%-10%	7%
Total Units	100%	100%

Townhouses	Potential Mix	Estimated Mix
3BR	25%-75%	50%
2BR	25%-75%	50%
Total	100%	100%

* Unit Mix is unknown at this time, and will be determined at the time of construction documentation. A range is given to provide the development team the most flexibility to tune the best project for Hillman Estates, based upon future market research.

Phase 1	West		East		Multi-Family CN Phase 1	Townhouses Phase 1 North	Phase 1			Totals
	Hotel	Garage Wrap - MF	East	Center			Outer	South		
Building Footprint					63,050					189,150 Total Multifamily SF
Total SF					189,150					189 No. of Units (1000 GSF/unit)
No. of Units					189					129 Townhouse Footprints
Townhouse Footprints						25	42	62		0 Hotel Units
Hotel Units										

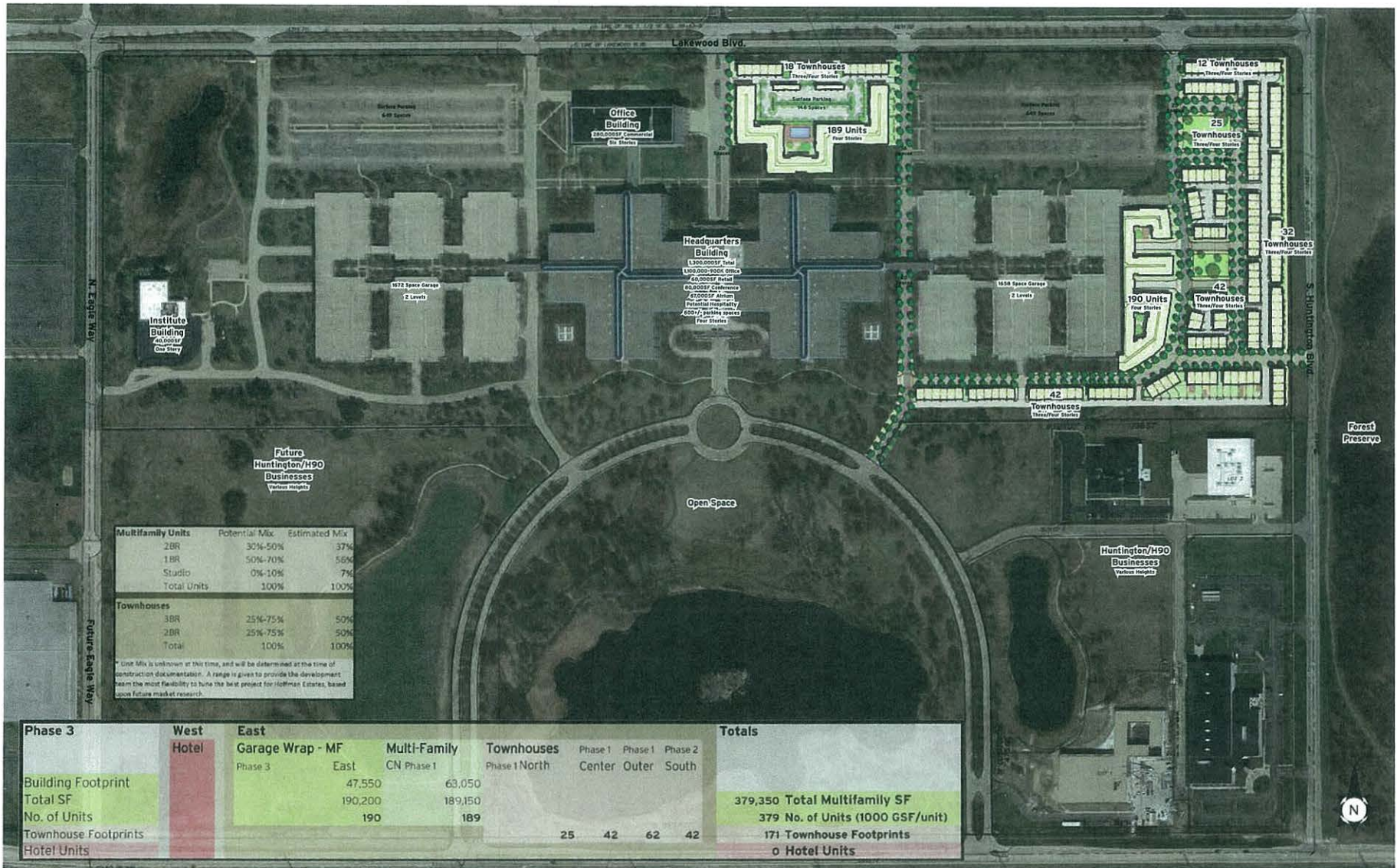


Multifamily Units	Potential Mix	Estimated Mix
2BR	30%-50%	37%
1BR	50%-70%	56%
Studio	0%-10%	7%
Total Units	100%	100%

Townhouses	Potential Mix	Estimated Mix
3BR	25%-75%	50%
2BR	25%-75%	50%
Total	100%	100%

* Unit Mix is unknown at this time, and will be determined at the time of construction documentation. A range is given to provide the development team the most flexibility to tune the best project for local market conditions, based upon future market research.

Phase 2	West		East		Multi-Family CN Phase I	Townhouses Phase I North	Phase 1			Totals
	Hotel	Garage Wrap - MF	Garage Wrap - MF	East			Center	Outer	South	
Building Footprint					63,050					189,150 Total Multifamily SF
Total SF					189,150					189 No. of Units (1000 GSF/unit)
No. of Units					189					171 Townhouse Footprints
Townhouse Footprints							25	42	62	42
Hotel Units										0 Hotel Units



Multifamily Units	Potential Mix	Estimated Mix
2BR	30%-50%	37%
1BR	50%-70%	56%
Studio	0%-10%	7%
Total Units	100%	100%

Townhouses	Potential Mix	Estimated Mix
3BR	25%-75%	50%
2BR	25%-75%	50%
Total	100%	100%

* Unit Mix is unknown at this time, and will be determined at the time of construction documentation. A range is given to provide the development team the most flexibility to tune the best project for Hoffman Estates, based upon future market research.

Phase 3	West		East		Multi-Family	Townhouses	Totals				
	Hotel	Garage Wrap - MF	Phase 3	East			Phase 1 North	Phase 1 Center	Phase 1 Outer	Phase 2 South	
Building Footprint				47,550	63,050						
Total SF				190,200	189,150						379,350 Total Multifamily SF
No. of Units				190	189						379 No. of Units (1000 GSF/unit)
Townhouse Footprints							25	42	62	42	171 Townhouse Footprints
Hotel Units											0 Hotel Units



Multifamily Units	Potential Mix	Estimated Mix
2BR	30%-50%	37%
1BR	50%-70%	56%
Studio	0%-10%	7%
Total Units	100%	100%

Townhouses	Potential Mix	Estimated Mix
3BR	25%-75%	50%
2BR	25%-75%	50%
Total	100%	100%

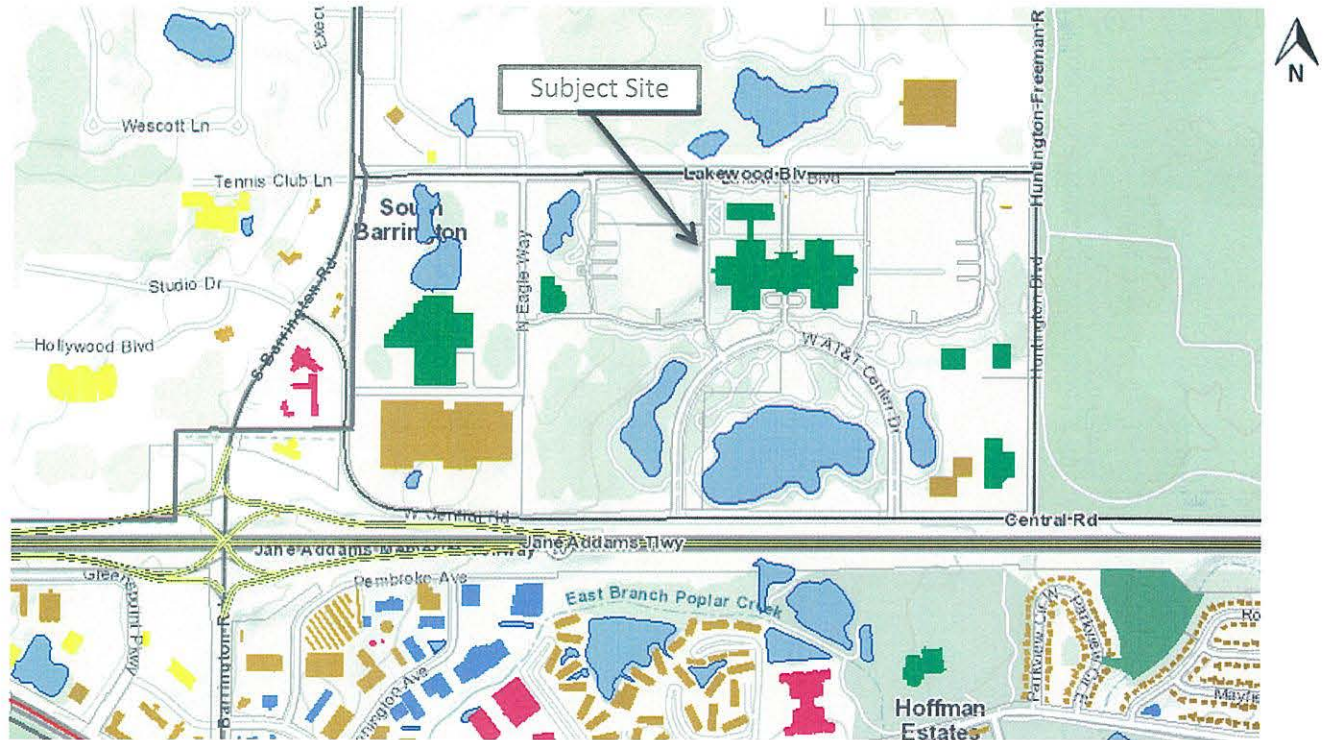
* Unit Mix is unknown at this time, and will be determined at the time of construction documentation. A range is given to provide the development team the most flexibility to tune the mix based on market research, based upon future market research.

Phase 4	West		East		Multi-Family	Townhouses	Phase 1			Totals
	Hotel	Garage Wrap - MF	Garage Wrap - MF	Multi-Family			Phase 1 North	Phase 1 Center	Phase 1 Outer	
Building Footprint				47,550	63,050					
Total SF				190,200	189,150					379,350 Total Multifamily SF
No. of Units				190	189					379 No. of Units (1000 GSF/unit)
Townhouse Footprints							25	42	62	171 Townhouse Footprints
Hotel Units	150+									150+ Hotel Units

2000 Ameritech Dr

P.I.N. 01-36-301-013-0000,

01-36-402-014-0000, 01-36-401-005-0000, 01-36-401-006-0000



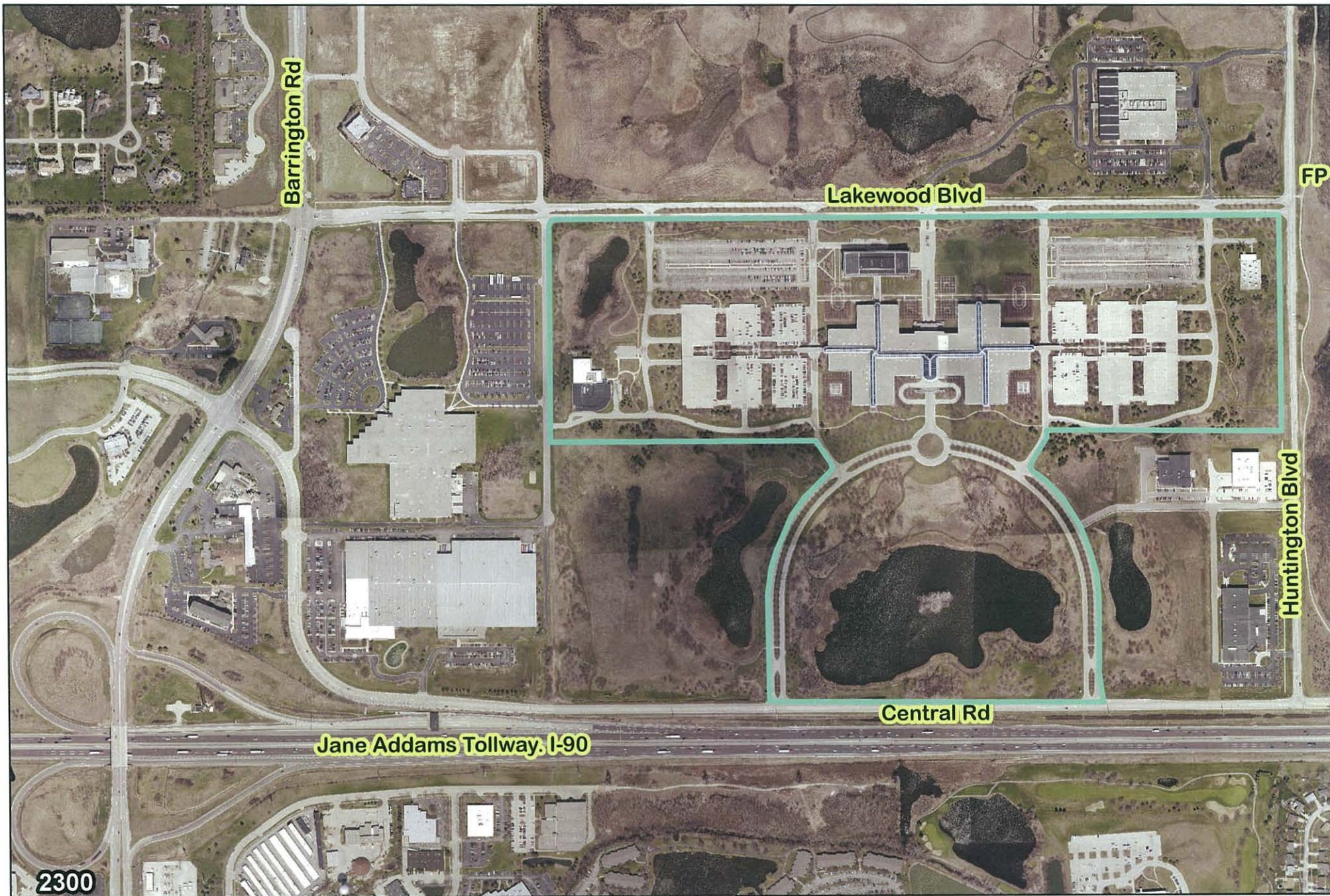
April 2018

Village of Hoffman Estates

Planning Division



Somerset Development - Lakewood Campus



Barrington Rd

Lakewood Blvd

FP

Huntington Blvd

Central Rd

Jane Addams Tollway, I-90

2300



0 500 1,000 Feet



Planning Division
Village of Hoffman Estates
April 2018

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING SECTION 8-3-22, NUMBER OF LICENSES OF ARTICLE 3, ALCOHOLIC LIQUORS, OF THE HOFFMAN ESTATES MUNICIPAL CODE (INCREASE IN NUMBER OF CLASS "A" LICENSES, JBM HASSELL INC., D/B/A THREE ACES DINER, 2314 HASSELL ROAD, AND VIP CAFÉ, LLC, 971 N. ROSELLE ROAD, AND INCREASE IN NUMBER OF CLASS "LC" LICENSE, VIP CAFÉ, LLC, 971 N. ROSELLE ROAD)

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

Section 1: That Section 8-3-22, NUMBER OF LICENSES, of the Hoffman Estates Municipal Code be and the same is hereby amended to read as follows:

The number of licenses issued to persons for the sale of alcoholic liquors by the Village of Hoffman Estates shall be limited to fifty-seven (57) Class "A" licenses, two (2) Class "AA" licenses, fourteen (14) Class "B" licenses, unlimited Class "C" licenses, four (4) Class "D" licenses, two (2) Class "DD" licenses, one (1) Class "F" license, one (1) Class "G" licenses, unlimited Class "H" licenses, one (1) Class "I" license, seventeen (17) Class "LC" licenses, one (1) Class "AC" license and seven (7) Class "J" licenses.

Section 2: That any person, firm or corporation violating any of the provisions of this Ordinance shall be subject to a fine of not less than Ten Dollars (\$10.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Section 3: That the Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 4: That this Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2018

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2018

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2018.

ORDINANCE NO. _____ - 2018

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE AUTHORIZING
AMENDMENTS TO THE 2017 BUDGET ORDINANCE**

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

Section 1: That pursuant to authority granted by the statutes of the State of Illinois, there is hereby an amendment to the budget ordinance in an amount not in excess of the aggregate of additional revenues or fund reserves available to the Village. The sums of money hereinafter itemized for each of the respective corporate objects specified hereby increase or decrease the amounts included in the original budget ordinance, Ordinance No. 4570 dated December 5, 2016. The appropriate sums shall be received from sources other than the tax levy. The respective sums of money, together with the resulting adjustments and changes in the budget are set out in Section 2 of this Ordinance.

Section 2:

*Village of Hoffman Estates
2017 Budget Amendment*

		<u>Current Budget</u>	<u>Change</u>	<u>Revised Budget</u>
<u>Revenue Budget Revisions</u>				
<i>General Fund</i>				
01000011-3205	Building Permits	650,000	85,500	735,500
01000018-3909	Transfer from Muni. Waste	-	50,000	50,000
Fund 01	Decrease to Fund Balance		652,000	
<i>Asset Seizure Fund</i>				
08000018-3901	Transfer from General	-	381,300	381,300
Fund 08	Increase to Fund Balance		(63,300)	
<i>Municipal Waste System Fund</i>				
Fund 09	Decrease to Fund Balance		50,000	
<i>EDA General Account</i>				
10000010-3101	Incremental Property Taxes	-	8,944,500	8,944,500
<i>2008 Debt Service Fund</i>				
22000017-3803	Bond Proceeds	-	2,420,000	2,420,000
22000017-3904	Premium/Discount on Bonds	-	148,300	148,300

Central Road Corridor Fund

Fund 23 Decrease to Fund Balance 99,500

Traffic Improvement Fund

Fund 26 Decrease to Fund Balance 47,500

Road Improvement Fund

29000018-3923 Transfer from Central Rd Corridor 100,000 99,500 199,500

29000018-3926 Transfer from Traffic Improvement 250,000 47,500 297,500

29000018-3930 Transfer from Central Impact - 408,500 408,500

29000018-3932 Transfer from West Improvement 150,000 9,000 159,000

Fund 29 Increase to Fund Balance (564,500)

Central Area Road Impact Fee Fund

Fund 30 Decrease to Fund Balance 408,500

Western Area Traffic Improvement Fund

Fund 32 Decrease to Fund Balance 9,000

Capital Vehicle & Equipment Fund

37000018-3908 Transfer from Asset Seizure 177,210 208,000 385,210

Fund 37 Increase to Fund Balance (208,000)

Capital Replacement Fund

38000018-3901 Transfer from General - 320,700 320,700

Fund 38 Increase to Fund Balance (320,700)

Water & Sewer Fund

40400018-3964 Transfer from 2017 Capital - 22,000 22,000

Fund 40 Decrease to Fund Balance 1,691,200

Sears Centre Operating Fund

Fund 41 Decrease to Fund Balance 2,388,000

43000013-3455 Event Income 5,395,640 3,660,200 9,055,840

Insurance Fund

Fund 46 Decrease to Fund Balance 86,840

Information Systems Fund

47000018-3908 Transfer from Asset Seizure - 110,000 110,000

Fund 47 Increase to Fund Balance (110,000)

Police Pension Fund

50000015-3601	Interest Income	675,000	377,900	1,052,900
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Firefighters' Pension Fund

51000015-3601	Interest Income	850,000	204,900	1,054,900
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Barrington/Higgins TIF Fund

63000010-3101	Property Tax Revenue	-	605,000	605,000
Fund 63	Decrease to Fund Balance		78,600	

2017 Capital Project Fund

64000017-3804	Bond Proceeds	-	550,000	550,000
Fund 64	Increase to Fund Balance		(515,100)	

Higgins/Hassell TIF Fund

72000017-3802	Note Proceeds	-	2,956,700	2,956,700
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TOTAL REVENUES			25,339,040	
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Expenditure Budget Revisions

		<u>Current Budget</u>	<u>Change</u>	<u>Revised Budget</u>
<i>General Fund</i>				
01301220-4104	Salaries & Wages, Fire Admin	302,630	85,500	388,130
01616427-4808	Transfer to Asset Seizure	-	381,300	381,300
01616427-4838	Transfer to Capital Replacement	-	320,700	320,700
<i>Asset Seizure Fund</i>				
08200827-4837	Transfer to Capital V & E	89,130	208,000	297,130
08200827-4847	Transfer to IS Fund	-	110,000	110,000
<i>Municipal Waste System Fund</i>				
09000027-4801	Transfer to General	-	50,000	50,000
<i>EDA General Account</i>				
10000026-4702	Principal Expense	-	8,944,500	8,944,500
<i>2008 Debt Service Fund</i>				
22000026-4705	Costs of Issuance	-	57,800	57,800
22000026-4706	Payment to Escrow	-	2,510,500	2,510,500
<i>Central Road Corridor Fund</i>				
23000027-4829	Transfer to Road Improvement	100,000	99,500	199,500
<i>Traffic Improvement Fund</i>				
26000027-4829	Transfer to Road Improvement	250,000	47,500	297,500

<i>Central Area Rd Impact Fee Fund</i>				
30000027-4829	Transfer to Road Improvement	-	408,500	408,500
<i>Western Area Traffic Improvement Fund</i>				
32000027-4829	Transfer to Road Improvement	150,000	9,000	159,000
<i>Water & Sewer Fund</i>				
40406724-4577	Depreciation Expense	-	1,431,700	1,431,700
40406728-4216.7	Cost Allocation - NPO	-	281,500	281,500
<i>Sears Centre Operating Fund</i>				
41008024-4577	Depreciation Expense	-	2,388,000	2,388,000
43000024-4507.48	Professional Services - Ops	4,865,470	3,660,200	8,525,670
<i>Insurance Fund</i>				
46000021-4220	VSP Expense	-	86,840	86,840
<i>Police Pension Fund</i>				
50000021-4207	Retirement Pensions	4,046,000	243,000	4,289,000
50000021-4208	Disability Pensions	590,990	15,000	605,990
50000021-4210	Widows Pensions	377,260	69,900	447,160
50000024-4574	Trustee Fees	50,000	50,000	100,000
<i>Firefighters' Pension Fund</i>				
51000021-4207	Retirement Pensions	3,256,320	40,700	3,297,020
51000021-4210	Widows Pensions	314,030	89,200	403,230
51000021-4217	Pension Contributions	-	59,800	59,800
51000024-4574	Trustee Fees	215,000	15,200	230,200
<i>Barrington/Higgins TIF Fund</i>				
63000024-4507	Professional Services	-	672,800	672,800
63000024-4542	Other Contractual Services	-	10,800	10,800
<i>2017 Capital Project Fund</i>				
64000025-4612	Fire Apparatus	-	4,500	4,500
64000026-4705	Costs of Issuance	-	8,400	8,400
64000027-4840	Transfer to Water	-	22,000	22,000

Higgins/Hassell TIF Fund

72000024-4507	Professional Services	-	132,000	132,000
72000025-4610	Other Capital Expenditures	-	2,700,800	2,700,800
72000026-4702	Principal Expense	-	123,900	123,900
TOTAL EXPENDITURES			25,339,040	

Section 3: That the Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 4: That this ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2018

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2018

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2018.

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING
SECTION 10-7-1, GUARANTEE OF PERFORMANCE,
OF THE HOFFMAN ESTATES MUNICIPAL CODE

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

Section 1: That Section 10-7-1-B, Post-Approval Requirements, of the Hoffman Estates Municipal Code be amended by adding a sub-section 3 to read as follows:

- 3. Financial Guarantees shall be as required by law and may include cash deposits, letters of credit, or surety bonds. If surety bonds are accepted by the Village, they will be in the following form:

VILLAGE OF HOFFMAN ESTATES
PERFORMANCE SURETY BOND

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

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

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

b) The addition or reduction in subdivision lots or area to those shown in the original plat of subdivision, site plan or construction plan referred to in the Development Document shall in no way affect the obligation of the Surety under this Bond;

c) Any extension of time beyond the period provided for in the Development Document for completion of its obligations under the Agreement shall in no way affect the obligation of the Surety under this Bond;

d) The failure or refusal of Village to take any action, proceeding, or steps to enforce any remedy or exercise any right under the Development Document, or that taking of any action, proceeding, or step by Village, acting in good faith upon the belief that same is permitted by the provisions of the Development Documents, shall not in any way release Principal or Surety, or either of them, or their respective executors, administrators, successors, or assigns, from liability under this Bond. Surety hereby waives notice of any amendment, indulgence made, granted or permitted;

e) The Principal, Co-Principal and Surety intend that each provision of this Bond be valid and binding upon them and expressly agree to abide thereby;

f) In the event of a default of this Bond, the Village may terminate whatever rights Principal, Co-Principal and/or Surety may have to perform further work on the Project.

g) The requirement of any other entity to perform any obligations contained in the Development Documents shall in no way affect the obligations of the Surety under this Bond.

4. Default:

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

1) abandoned the performance of its obligations under the Development Documents; or

2) renounced or repudiated its obligations under the Development Documents; or

3) clearly demonstrated through insolvency, or otherwise, that its obligations under the Development Documents cannot be completed within the time allotted under the Development Documents.

b) If the Principal defaults in the performance of all or any part of the obligations specified in the Development Documents, the Village shall give written notice of the default to the Surety, with a copy to the Principal and Co-Principal, if any. In the event of such default and notice, Surety shall, within 45 days of receipt of the default notice, give written notice to the Village stating whether Surety will assume the Development Document obligations and the obligations of the Principal, and should it elect to assume said obligations, Surety shall be required to complete the obligations specified in the Development Documents according to its terms and provisions within 180 days of said notice, but not before expiration of the period provided for under the Development Documents and approved extensions thereof. In the event that Surety elects to assume the obligations of Principal as provided herein and thereafter fails to faithfully perform all or any part of the work, or should it unnecessarily delay all or any part of the work, then the Village may proceed as provided in Paragraph No. 5 of this Bond.

5. Should Surety following notice of default notify the Village that Surety elects not to assume the obligations of Principal under the Development Documents, or fails within 45 days of receipt of the default notice as provided in Paragraph No. 4b) above to notify the Village whether Surety elects to assume the obligations of Principal under the Development Documents, or having elected to assume the obligations of Principal, should it then fail to perform, then in any event the Village may elect any of the following procedures or any combination thereof:

a) Terminate whatever rights the Principal, Co-Principal and/or Surety may have to perform further work on the Project;

b) Take over or relet all or any part of the work under the Development Documents which is not completed and complete the same for the account and at the expense of the Principal and Surety, who shall be jointly and severally liable to Village for the costs incurred in completion of the obligations under the Development Documents and/or correction thereof. Such costs as identified in the Development Documents shall include, but not be limited to, construction, engineering, surveying, maintenance, donations, impact fees, deterioration, administration, supervision, reasonable attorney's fees, and any costs associated or related to any litigation of the Bond agreement and shall be adjusted for inflation. The amount of Village's actual costs for completion and/or correction of the work required under the Development Documents shall be conclusive of the extent of the liability of Principal and Surety and may exceed the Bond Amount;

c) Require the Surety to pay the Bond Amount to the Village as liquidated damages.

6. Should Surety, following notice of default notify the Village within 45 days of the receipt of the default notice choose to pay the Village for completion of the obligation under the Development Documents, the Surety shall have the right to demand that the Village state a sum constituting the estimated costs at that time, of completion and/or correction of the work required under the Development Documents, such as costs as defined in Paragraph No. 5b). Surety shall then immediately pay over to the Village the sum so stated and be released from any further obligations under this Bond. If funds are paid over under this section and the paid over funds are not sufficient to complete the work, the Village's sole remedy shall be to proceed against the Principal(s) and Co-Principals for any deficiency. If there are any paid over funds not necessary for completion of the work, the Village will return the excess to Surety after completion of the work.

7. If any action or proceeding is initiated in connection with this Bond and any and all obligations arising hereunder the venue thereof shall be in State Court in the County of Cook, State of Illinois, it is further understood and agreed that this contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

8. All notices sent to the Principal(s), Co-Principals, and Surety(ies) shall be sent to the address set forth on the signature page unless said Principal(s), Co-Principal(s) and Surety(ies) notify the Village in writing of any change. If the addresses of any of the Principal(s), Co-Principal(s) and Surety(ies) change, the Principal(s), Co-Principal(s) or Surety(ies) shall immediately notify the Village in writing of such change. Failure to notify the Village of any change in address is deemed to be a waiver of any requirement for notice under this Bond to the Principal(s), Co-Principal(s) or Surety(ies). All written notices to the Village required under the Bond shall be sent certified mail to the Village Clerk.

9. If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

10. No party other than the Village shall have any rights under this Bond as against the Surety.

11. As part of the obligation secured hereby and in addition the Bond Amount specified herein, there shall be included costs, interest and reasonable expenses and fees (including, without limitation, attorneys' fees and costs), incurred by the Village in successfully enforcing such obligations, to be awarded and fixed by the court.

12. Nonpayment of the premiums associated with this Bond will not invalidate this Bond nor shall Village be obligated for the payment thereof. Surety agrees to deliver written notice of non-payment under this Bond or other actions to the Village.

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

PRINCIPAL

Type of Organization:

Legal Name of Organization:

State of Incorporation:

Address:

Authorized Signature(s):

By: _____

By: _____

Signature

Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF PRINCIPAL(S)

STATE OF _____:

COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City aforesaid, do hereby certify that _____

whose name is signed to the foregoing bond, this day personally appeared before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

NOTARY PUBLIC

Surety: _____

Bond No.: _____

CO-PRINCIPAL(S)

Type of Organization:

Legal Name of Organization:

State of Incorporation:

Address:

Authorized Signature(s):

By: _____
Signature

By: _____
Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CO-PRINCIPAL(S)

STATE OF _____:
COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City
aforesaid, do hereby certify that _____
whose name is signed to the foregoing bond, this day personally appeared
before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.
My commission expires: _____

NOTARY PUBLIC

Surety: _____

Bond No.: _____

CORPORATE SURETY

Type of Organization:

Legal Name and Address:

Liability Limit:

Address:

Authorized Signature(s):

By: _____
Signature

By: _____
Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CORPORATE SURETY(S)

STATE OF _____:
COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City
aforesaid, do hereby certify that _____
whose name is signed to the foregoing bond, this day personally appeared
before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.
My commission expires: _____

NOTARY PUBLIC

Surety: _____

Bond No.: _____

Section 2: The Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 3: This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2018

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
President William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2018

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2018.

**DEVELOPMENT AGREEMENT
BETWEEN THE
VILLAGE OF HOFFMAN ESTATES AND HOFFMAN ESTATES ACQUISITIONS LLC**

THIS DEVELOPMENT AGREEMENT (“Agreement”), dated this ___ day of May, 2018 (“Effective Date”), is made by and between the **VILLAGE OF HOFFMAN ESTATES**, Cook and Kane County, Illinois, an Illinois municipal corporation and home rule unit of local government (the “Village”), and **HOFFMAN ESTATES ACQUISITIONS LLC**, a Delaware **limited liability company** (the “Developer”). The Village and Developer are each hereinafter referred to as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Village is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois and is a “home rule unit” under Section 6(a) of Article VII of the 1970 Constitution; and

WHEREAS, the Village has the authority to promote the health, safety and welfare of the Village and its inhabitants, to encourage private development in order to enhance the local tax base, create employment and ameliorate blight, and to enter into contractual agreements with third persons to achieve these purposes; and

WHEREAS, Developer, as assignee of **SOMERSET DEVELOPMENT, L.L.C.**, a New Jersey limited liability Company, has a contract to purchase the Lakewood Campus as legally described on **Exhibit A** to this Agreement (“Site”); and

WHEREAS, the Parties desire that mixed-use development and redevelopment of the Site occur as soon as practicable; and

WHEREAS, Developer has agreed to purchase the Site and substantially redevelop in accordance with the Concept Site Plan (“Concept Site Plan” or “Plan”) attached hereto and incorporated herein as **Exhibit B** and made a part hereof; and

WHEREAS, it is necessary for the successful completion of the Project (as defined herein) that the Village enter into this Agreement with the Developer to provide for the development of the Property and construction of the Project, thereby implementing and bringing to completion a portion of the Plan, and that but for the economic development incentives described in this Agreement, the Developer cannot successfully and economically develop the Site and construct the Project; and

WHEREAS, the President and Board of Trustees of the Village have determined that the Developer’s Plan for the Site suits the needs of the Village and that it is in the best interest of the Village to enter into this Agreement in furtherance of that Plan; and

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Recitals:** The foregoing recitals and the findings therein are material to this Agreement and are hereby incorporated into this Agreement as if fully set forth herein.
2. **Term:** This Agreement shall terminate the earlier of (i) eighteen (18) months from the Effective Date or (ii) at such time as another development agreement or an amendment to this Agreement is entered into by the Parties ("Termination Date").
3. **Land Use:** Village agrees to review and consider a request for rezoning of the Site to the Commercial Mixed-Use ("CMU") District with the Mixed-Use Option, pursuant to Section 9-8-3, et seq., of the Hoffman Estates Village Code ("Code"). Such request may include the following (collectively the "Project"):
 - a. **Residential Component:** Developer desires to construct residential units on the Site, according to the Plan.
 - b. **Office Component:** Developer desires to retain around 1,200,000 square feet of office space for multiple tenants, according to the Plan.
 - c. **Retail Component:** Developer desires to add retail uses on the Site.
 - d. **Other Uses:** Developer desires to add other permitted and special uses allowed in the Code, including but not limited to, a hotel, a health club and a nursery or day care center.
4. **Incentives:** Village shall consider and assist in obtaining or supporting Developer's request for federal grants, State of Illinois incentives and/or Cook County incentives and consider certain local incentives at such time the Site goes through the Village's formal site plan approval process, which may include the following, without limitation:
 - a. Designate the Site under the Illinois Big Empties Act, currently in the Illinois General Assembly designated as SB 3578 and HB 5625.
 - b. Designate the Site as a redevelopment project area under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq.
 - c. Support Developer's application for Class 7B Real Estate Tax Assessment classification (including Village's relevant findings of special circumstances to support classification) and/or otherwise provide comparable real estate tax abatements.
 - d. Designate the Site as a business redevelopment district or business improvement district under the Illinois Business Development and Redevelopment Law, 65 ILCS 5/11-74.3-1, et seq.

- e. Rebate to the Developer a to-be-agreed upon percentage of the Illinois Retailers' Occupation Tax generated from the Site, on a case-by-case basis.

5. Village Actions:

- a. Village shall work to expedite all processing of permits as required by Code relating to the Site, including, but not limited to consideration of any rezoning request, site plan, redevelopment agreement, amendment to this Agreement or master sign plan, should the Developer purchase the property or the owner grant consent.
- b. Village shall consider Developer's request to incorporate adjacent land which the Developer owns into the Project on a case by case basis.

6. Developer Actions:

- a. Developer shall comply with all Prevailing Wage requirements when required by federal, state, county, municipal or administrative laws, ordinances, rules, regulations, codes and orders.
- b. Developer shall develop Site in phases according to the plan depicted on **Exhibit C** ("Phasing Plan").
- c. Developer shall exercise reasonable discretion when working with the school and park districts within this jurisdiction to determine property donations related to all residential units constructed on Site as listed in Section 3.a of this Agreement.
- d. Developer shall comply with all water, sewer and other utility fees which may result from the increased development of the Project on the Site.

7. Developer Rights:

- a. Developer shall not be required by the Village to formally bid any contracts unless required by federal, state, county, municipal or administrative laws, ordinances, rules, regulations, codes and orders.
- b. Developer may charge recapture fees for any Developer-paid utility infrastructure improvements made as part of the Project according to standard practice of the Village.
- c. Developer will not be subject to traffic impact fees, except for those trips which exceed the previous fully occupied single-office tenant use.
- d. Village will reasonably cooperate with Developer and consider the subdivision of the Site as part of the Project in accordance with the Code.

8. **Need for Economic Assistance:** The Parties hereto contemplate, and the Developer represents and warrants, that it requires economic assistance from the Village as provided in this Agreement in order to commence and complete the Project, and that, but for said economic assistance, the Project as contemplated would not be economically viable. The Developer represents that without economic assistance the funds necessary for the Project's commencement and completion would not be available.
9. **Acknowledgement:** The Parties acknowledge that the Plan and the other plans and exhibits attached as exhibits to this Agreement are conceptual in nature and will be subject to further modification and refinement during the formal rezoning and site plan approval process.
10. **Assignability:** This Agreement is not assignable.
11. **Time is of the Essence:** Time is of the essence of this Agreement.
12. **Developer's Representations and Warranties:** The Developer represents and warrants that:
 - a. It is a duly organized and validly existing Limited Liability Company under the laws of the State of New Jersey, and duly authorized to conduct business in the State of Illinois. The Developer has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement and this Agreement has been duly executed and delivered by authorized members of the Developer and is legally binding upon and enforceable against the Developer in accordance with its terms.
 - b. The Developer is not a party to any contract or agreement or subject to any charter, operating agreement, article of organization or other limited liability company restriction which materially and adversely affects its business, property or assets, or financial condition. Neither the execution and delivery of this Agreement nor compliance with the terms of this Agreement will conflict with, or result in any breach of the terms, conditions or restrictions of, or constitute a default under, or result in any violation of, or result in the creation of any liens upon the properties or assets of the Developer pursuant to, the operating agreement or articles of incorporation of the Developer, any award of any arbitrator or any agreement (including any agreement with members), instrument, order, judgment, decree, statute, law, rule or regulation to which the Developer is subject.
 - c. There is no action, suit, investigation or proceeding pending, or to the knowledge of the Developer, threatened against or affecting the Developer, at law or in equity, or before any court, arbitrator, or administrative or governmental body, nor has the Developer received notice in respect of, nor does it have any knowledge of, any default with respect to any judgment, order, writ, injunction, or decree of any court, governmental authority or arbitration board or tribunal, which in either case might reasonably be expected to result in any material adverse change in the business, condition (financial or otherwise) or operations of the

Developer or the ability of the Developer to perform its obligations under this Agreement.

- d. The execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action.
- e. The Developer has filed all federal, state and other income tax returns which, to the knowledge of the officers of the Developer, are required to be filed, and each has paid all taxes as shown on such returns and on all assessments received by it to the extent that such taxes have become due, except such taxes as are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with generally accepted accounting principles. The Developer knows of no proposed additional tax or assessment against it by any governmental authority that would be reasonably likely to have a material adverse effect on the business, condition (financial or otherwise) or operations of the Developer.

13. Village Representations and Warranties: The Village represents and warrants that:

- a. The Village is a municipal corporation under the laws of the State of Illinois with power and authority under its home rule powers and the Act to enter into this Agreement and to consummate the transactions contemplated by this Agreement.
- b. To the best of its knowledge and belief, the execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in any breach of, or constitute a default under, any agreement, contract, lease, mortgage, indenture, deed of trust or other instrument to which the Village is a party, nor violate any federal, state or local ordinance or statute.
- c. There is no action, suit or proceeding pending, or to the knowledge of the Village threatened, against or affecting the Village, at law or in equity, or before any governmental authority which, if adversely determined, would impair the Village's ability to perform its obligations under this Agreement.
- d. All actions of the President and Board of Trustees of the Village required to be taken to authorize execution of this Agreement have been validly and duly taken in accordance with law and the officers of the Village signing this Agreement have been duly authorized to execute this Agreement on behalf of the Village.

14. Entire Agreement; Successors and Assigns; Amendments: This Agreement, and the Exhibits attached to it contain the entire agreement between the Parties in connection with these transactions, and there are no oral or parole agreements, representations or inducements existing between the parties relating to these transactions which are not expressly set forth in this Agreement and covered by this Agreement. This Agreement may not be modified except by a written agreement signed by all of the parties or their successors in interest, and in the case of the Village, shall require the adoption of an ordinance or resolution by the President and Board of Trustees of the Village approving such amendment. This Agreement shall be binding upon and inure to the benefit of the

parties to this Agreement, their respective heirs, legal representatives, administrators, successors, successors in interest and assigns.

- 15. Governing Law; Interpretation; Partial Invalidity:** This Agreement shall be governed by the laws of the State of Illinois. The captions, section numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope or intent of such paragraphs or articles of this Agreement nor in any way affect this Agreement. The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portions of the applicable provision.
- 16. Notices:** All notices, demands, requests, consents, approvals or other instruments required or permitted to be given under this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if by messenger delivery, on the date of transmission if transmitted via facsimile during normal business hours (9:00 a.m. to 5:00 p.m.), or as of the third (3rd) day from and including the date of posting, if deposited in the United States mail, postage prepaid, registered or certified mail, addressed as follows (or to such other address as may be designated from time to time by either Party by written notice to the other):

If to the Developer:

Ralph Zucker
Somerset Development
101 Crawfords Corner Road
Holmdel, NJ 07733
Email: ralph@sdnj.com

Ken Gold
Somerset Development
101 Crawfords Corner Road
Holmdel, NJ 07733
Email: keng@sdnj.com

With a copy to:

Larry Woodard
Miller Canfield
225 W Washington Street
Suite 2600
Chicago, IL 60606
Email: woodard@millercanfield.com

Michael Bruno
Giordano Halleran & Ciesla
125 Half Mile Road
Suite 300
Red Bank, NJ 07701
Email: mbruno@ghclaw.com

If to the Village: Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169
Attn: Village Clerk
Email: bev.romanoff@hoffmanestates.org

With a copy to: Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169
Attn: Corporation Counsel
Email: arthur.janura@hoffmanestates.org

Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169
Attn: Village Manager
Email: jim.norris@hoffmanestates.org

17. **Recourse:** Except as provided in this Agreement, no recourse under or upon any obligation, covenant or agreement contained in this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the direct or indirect officers, members, shareholders, managers, partners, beneficial owners, agents and employees of either Party for any reason.
18. **Village's Representative Not Individually Liable:** No member, official, or employee of the Village shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the Village or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.
19. **Municipal Limitation:** All commitments or obligations of the Village undertaken pursuant to this Agreement shall be limited to the extent that such obligations are within its powers as a municipal corporation.
20. **Costs:** Any cost and expense incurred by either Party with regard to the preparation of this Agreement shall be borne exclusively by such Party with no right to reimbursement from the other except as provided in this Agreement.
21. **No Joint Venture:** Nothing contained in this Agreement is intended by the Parties to create a joint venture between the Parties. It is understood and agreed that this Agreement does not provide for the joint exercise by the Parties of any activity, function or service, nor does it create a joint enterprise, nor does it constitute either Party as an agent of the other for any purpose whatsoever.
22. **Counterparts:** This Agreement may be executed in several counterparts and by each Party on a separate counterpart, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute but one and the same instrument. In

proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

23. **Authority to Execute:** Each Party to this Agreement warrants and represents that its signatory to this Agreement is a duly authorized representative of that Party, with full power and authority to agree to this Agreement, and all terms herein, on behalf of that Party.

24. **Exhibits:** The following exhibits are attached hereto and made a part hereof or incorporated herein by reference and made a part hereof:

EXHIBIT A - Legal Description of the Site
EXHIBIT B - Concept Site Plan
EXHIBIT C - Phasing Plan

25. **Jury Trial Waiver.** Each party irrevocably waives its right to a jury trial in any action or proceeding arising out of or relating to this Agreement or the transactions relating to its subject matter.

26. **NOTWITHSTANDING** any other provision of this Agreement, if Developer does not become fee title holder of record of the Site within nine (9) months of the Effective Date, this Agreement will become null and void.

[signature pages to immediately follow]

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties to this Agreement have set their hands and seals to this Agreement on the day and year first above written.

VILLAGE:

VILLAGE OF HOFFMAN ESTATES
an Illinois home rule municipality

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

ATTEST:

By: _____
Name: Bev Romanoff
Title: Village Clerk

DEVELOPER:

HOFFMAN ESTATES ACQUISITIONS LLC
a Delaware limited liability company
By: Somerset-TCG Hoffman JV LLC
A Delaware limited liability company
Its Sole Member

By: Somerset Development, LLC
A New Jersey limited liability company
Its Managing Member

By: _____
Name: Raphael Zucker
Title: Its Managing Member

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On _____, 2018, William D. McLeod, as Village President, and Bev Romanoff, as Village Clerk, of the Village of Hoffman Estates, Cook County, Illinois, a municipal corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of the Village of Hoffman Estates, for the uses and purposes therein set forth.

Given under my hand and official seal this ___ day of _____, 2018.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

On _____, 2018, _____, as _____ of SOMERSET CITYWORKS, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2018.

Notary Public

EXHIBIT A
Legal Description of the Existing Site

PARCEL 1: (THE CENTER, NORTH PARCEL)

THAT PART OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 00 DEGREES, 15 MINUTES, 15 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, 1,248.01 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION, 67.00 FEET TO THE WEST LINE OF HUNTINGTON BOULEVARD (ALSO KNOWN AS FREEMAN ROAD), AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 90 DEGREES, 00 MINUTES 00 SECONDS WEST, ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION, 1,258.57 FEET TO THE INTERSECTION WITH A NONTANGENT CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 250.00 FEET, FOR AN ARC LENGTH OF 29.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31 DEGREES, 08 MINUTES, 10 SECONDS WEST, AN A CHORD LENGTH OF 29.47 FEET TO A POINT OF TANGENCY; THENCE SOUTH 34 DEGREES, 30 MINUTES, 56 SECONDS WEST, 90.47 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 39.50 FEET, FOR AN ARC LENGTH OF 59.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 08 DEGREES, 48 MINUTES, 10 SECONDS EAST, AND A CHORD LENGTH OF 54.20 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 872.50 FEET, FOR AN ARC LENGTH OF 458.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 67 DEGREES, 10 MINUTES, 15 SECONDS WEST, AND A CHORD LENGTH OF 453.10 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, FOR AN ARC LENGTH OF 42.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58 DEGREES, 04 MINUTES, 34 SECONDS WEST, AND A CHORD LENGTH OF 40.90 FEET TO A POINT OF REVERSE CURVE; THENCE WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 100.50 FEET, FOR AN ARC LENGTH OF 196.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, AND A CHORD LENGTH OF 166.77 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET, FOR AN ARC LENGTH OF 42.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 58 DEGREES, 04 MINUTES, 34 SECONDS WEST, AN A CHORD LENGTH OF 40.90 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 872.50 FEET, FOR AN ARC LENGTH OF 458.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67 DEGREES, 10 MINUTES, 15 SECONDS WEST, AND A CHORD LENGTH OF 453.10 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 39.50 FEET FOR AN ARC LENGTH OF 59.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08 DEGREES, 48 MINUTES, 10 SECONDS EAST, AND A CHORD LENGTH OF 54.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 34 DEGREES, 30 MINUTES, 56 SECONDS WEST, 88.89 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 264.00 FEET, FOR AN ARC LENGTH OF 23.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 32 DEGREES, 00 MINUTES, 55 SECONDS WEST, AND A CHORD LENGTH OF 23.03 FEET TO A POINT 1,255.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES THERETO, THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION, 1,401.14 FEET TO THE EAST LINE OF EAGLE WAY, SAID EAST LINE BEING 40 FEET EAST OF, AS MEASURED AT RIGHT ANGLES THERETO, THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE NORTH 00 DEGREES, 24 MINUTES, 17 SECONDS EAST ALONG THE EAST LINE OF SAID EAGLE WAY, 1,195.03 FEET TO THE SOUTH LINE OF LAKEWOOD BOULEVARD, SAID SOUTH LINE BEING 60.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES THERETO, THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 36,

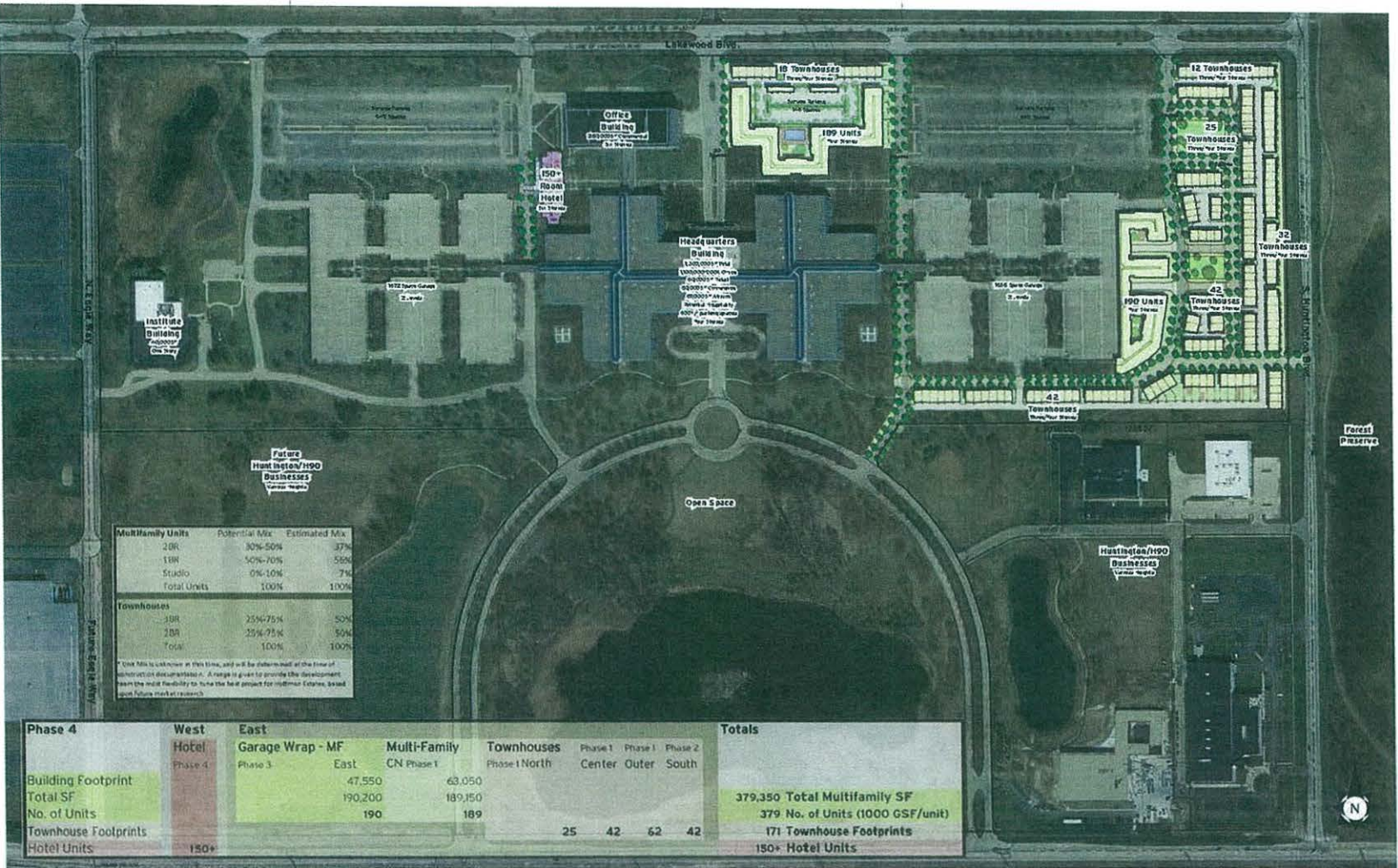
THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID LAKEWOOD BOULEVARD, 3,815.45 FEET TO AN ANGLE POINT IN SAID LAKEWOOD BOULEVARD; THENCE SOUTH 44 DEGREES, 52 MINUTES, 20 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF HUNTINGTON BOULEVARD, 35.28 FEET TO AN ANGLE POINT IN SAID HUNTINGTON BOULEVARD; THENCE SOUTH 00 DEGREES, 15 MINUTES, 15 SECONDS WEST ALONG THE WEST LINE OF SAID HUNTINGTON BOULEVARD, 1,163.01 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2 (THE CENTER, SOUTH PARCEL)

THAT PART OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 00 DEGREES, 15 MINUTES, 15 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, 1,248.01 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION, 67.00 FEET TO THE WEST LINE OF HUNTINGTON BOULEVARD (ALSO KNOWN AS FREEMAN ROAD); THENCE CONTINUING SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION, 1,258.57 FEET TO THE INTERSECTION WITH A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 250.00 FEET FOR AN ARC LENGTH OF 29.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31 DEGREES, 08 MINUTES, 10 SECONDS WEST, AND A CHORD LENGTH OF 29.47 FEET TO A POINT OF TANGENCY; THENCE SOUTH 34 DEGREES, 30 MINUTES, 56 SECONDS WEST, 90.47 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 39.50 FEET FOR AN ARC LENGTH OF 59.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 08 DEGREES, 48 MINUTES, 10 SECONDS EAST, AND A CHORD LENGTH OF 54.20 FEET TO A POINT OF REVERSE CURVE, AND THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 872.50 FEET, FOR AN ARC LENGTH OF 458.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 67 DEGREES, 10 MINUTES, 15 SECONDS WEST, AND A CHORD LENGTH OF 453.10 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, FOR AN ARC LENGTH OF 42.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 58 DEGREES, 04 MINUTES, 34 SECONDS WEST, AND A CHORD LENGTH OF 40.90 FEET TO A POINT OF REVERSE CURVE; THENCE WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 100.50 FEET, FOR AN ARC LENGTH OF 196.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, AND A CHORD LENGTH OF 166.77 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET, FOR AN ARC LENGTH OF 42.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 58 DEGREES, 04 MINUTES, 34 SECONDS WEST, AND A CHORD LENGTH OF 40.90 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 872.50 FEET, FOR AN ARC LENGTH OF 1,252.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES, 06 MINUTES, 37 SECONDS WEST, AND A CHORD LENGTH OF 1,147.36 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 475.08 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 40.00 FEET FOR AN ARC LENGTH OF 8.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES, 10 MINUTES, 53 SECONDS WEST, AND A CHORD LENGTH OF 8.61 FEET TO THE NORTH LINE OF CENTRAL ROAD, SAID NORTH LINE BEING 65.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES THERETO, THE SOUTH LINE OF SAID SECTION 36; THENCE SOUTH 89 DEGREES, 48 MINUTES, 12 SECONDS EAST ALONG THE NORTH LINE OF SAID CENTRAL ROAD, 151.21 FEET TO AN ANGLE POINT IN THE NORTH LINE OF SAID CENTRAL ROAD, SAID ANGLE POINT ALSO BEING ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 89 DEGREES, 47 MINUTES, 37 SECONDS EAST ALONG THE NORTH LINE OF SAID CENTRAL ROAD, 1,598.69 FEET TO A POINT 970.11 FEET WEST OF THE WEST LINE OF SAID HUNTINGTON BOULEVARD AS MEASURED ALONG THE NORTH LINE OF SAID CENTRAL ROAD; THENCE

NORTHERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 30.00 FEET, FOR AN ARC LENGTH OF 15.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14 DEGREES, 53 MINUTES, 30 SECONDS WEST, AND A CHORD LENGTH OF 15.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 475.02 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 872.50 FEET, FOR AN ARC LENGTH OF 793.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26 DEGREES, 03 MINUTES, 38 SECONDS WEST, AND A CHORD LENGTH OF 766.62 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT B Concept Site Plan



Multifamily Units	Potential Mix	Estimated Mix
2BR	30%-50%	37%
1BR	50%-70%	58%
Studio	0%-10%	7%
Total Units	100%	100%

Townhouses	Potential Mix	Estimated Mix
3BR	25%-75%	50%
2BR	25%-75%	50%
Total	100%	100%

* Unit Mix is subjective at this time, and will be determined at the time of construction document release. A range is given to provide the development team the most flexibility to take the best project for mid-term delivery, based upon future market research.

Phase 4	West		East		Multi-Family	Townhouses	Totals		
	Hotel	Garage Wrap - MF	Garage Wrap - MF	Multi-Family			Phase 1	Phase 1	Phase 2
	Phase 4	Phase 3	East	CN Phase 1	Phase 1 North	Center	Outer	South	
Building Footprint			47,550	63,050					379,350 Total Multifamily SF
Total SF			190,200	189,150					379 No. of Units (1000 GSF/unit)
No. of Units			190	189					171 Townhouse Footprints
Townhouse Footprints							25	42	62
Hotel Units	150+								150+ Hotel Units

Scale
Phat

April 2, 2018 ©2016 Torti Gallas + Partners | 1300 Spring Street, 6th Floor | Silver Spring, Maryland 20910 | Tel: 301.830.8100



EXHIBIT C Phasing Plan



April 12, 2018 4204 Tree Oaks + Parcels | 1500 Spring Seals, 4th Floor | Silver Spring, Maryland 20910 | 301.286.6100

Scale 1" = 100'

TORTI GALLAB + PARTNERS SOMERSET DEVELOPMENT

Phase 1

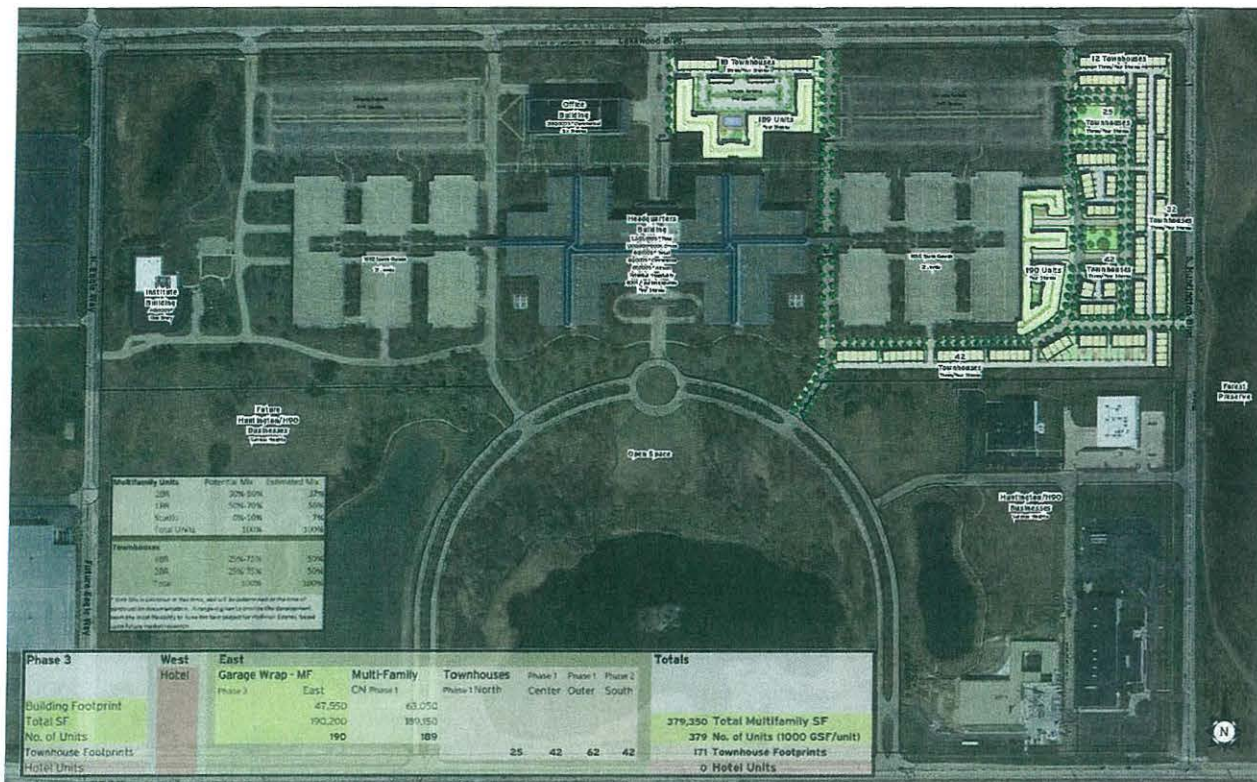


April 12, 2018 4204 Tree Oaks + Parcels | 1500 Spring Seals, 4th Floor | Silver Spring, Maryland 20910 | 301.286.6100

Scale 1" = 100'

TORTI GALLAB + PARTNERS SOMERSET DEVELOPMENT

Phase 2



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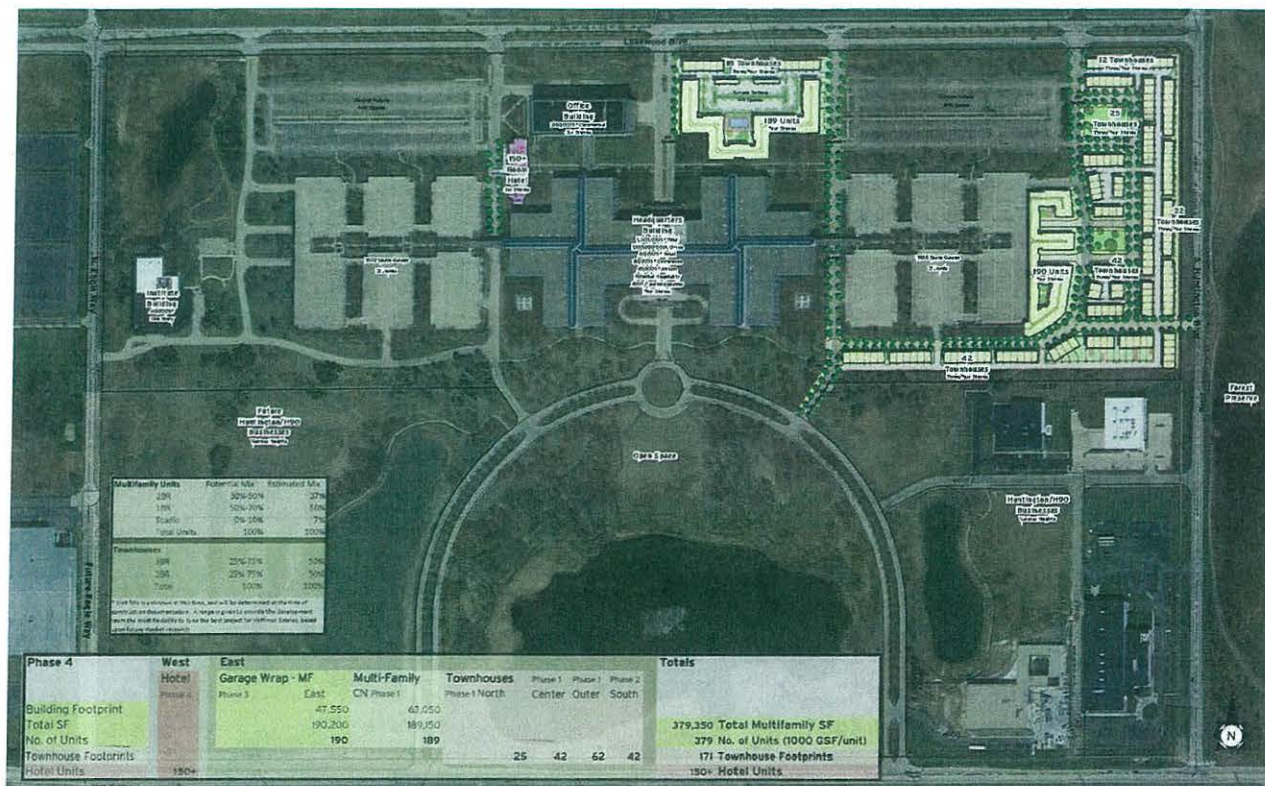


SOMERSET DEVELOPMENT

Scale: 1" = 100'

Phase 3

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SOMERSET DEVELOPMENT

Scale: 1" = 100'

Phase 4

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