

6:50 p.m. – Boards & Commissions Interviews – Regan Room

AGENDA
PLANNING, BUILDING AND ZONING COMMITTEE
Village of Hoffman Estates
December 10, 2018

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

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

I. Roll Call

II. Approval of Minutes - November 12, 2018
November 19, 2018 (*Special Meeting*)

NEW BUSINESS

1. Request by Structured Real Estate for a courtesy review for a new Camping World/Gander Outdoors retail/RV dealership facility with outdoor RV display at the southeast corner of Beverly Road and Prairie Stone Parkway.
2. Request approval of a Purchase and Sale Agreement for the former Fire Station 24 at 2601 Pratum Avenue to W-T Properties Schaumburg I, LLC and an Ordinance approving the sale.
3. Request approval of an Ordinance designating an Enterprise Zone in the western portion of the Village of Hoffman Estates.
4. Request approval of a Resolution to induce development interest in property that is within the Village of Hoffman Estates for development as a Redevelopment Project Area (Lakewood Center Redevelopment).

REPORTS (INFORMATION ONLY)

1. Planning Division monthly report.
2. Code Enforcement Division monthly report.
3. Economic Development and Tourism monthly report.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

(Further details and information can be found in the agenda packet attached hereto and incorporated herein and can also be viewed online at www.hoffmanestates.org and/or in person in the Village Clerk's office).

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, BUILDING & ZONING
COMMITTEE MEETING MINUTES**

DRAFT

November 12, 2018

I. Roll Call

Members in Attendance:

**Gary Stanton, Chairperson
Karen Arnet, Vice Chairperson
Karen Mills, Trustee
Anna Newell, Trustee
Gary Pilafas, Trustee
Michael Gaeta, Trustee
William D. McLeod, Village President**

**Management Team Members
in Attendance:**

**Jim Norris, Village Manager
Art Janura, Corporation Counsel
Dan O'Malley, Deputy Village Manager
Mark Koplin, Asst. Vlg. Mgr.-Dev. Services
Peter Gugliotta, Director of Planning
Kevin Kramer, Director of Econ. Dev.
Ryan Johnson, Management Analyst
Patrick Seger, Director of HRM
Ray Norton, Plan Examiner
Rachel Musiala, Finance Director
Ken Gomoll, Asst. Director of Public Works
Patti Cross, Asst. Corporation Counsel
Suzanne Ostrovsky, Asst. to Village Mgr.**

The Planning, Building & Zoning Committee meeting was called to order at 7:05 p.m.

II. Approval of Minutes

October 8, 2018

November 5, 2018 (Special)

Motion by Trustee Gaeta, seconded by Mayor McLeod, to approve the Planning, Building & Zoning Committee meeting minutes of October 8, 2018. Voice vote taken. All ayes. Motion carried.

Motion by Trustee Gaeta, seconded by Mayor McLeod, to approve the Special Planning, Building & Zoning Committee meeting minutes of November 5, 2018. Voice vote taken. All ayes. Motion carried.

NEW BUSINESS

- 1. Request by Anitej Hotel Corporation for a site plan amendment for facade improvements to Country Inn & Suites at 2280 Barrington Road.**

An item summary sheet from Mo Khan and Peter Gugliotta was presented to committee.

Pete Gugliotta and Wendy Cozzi (Anitej Hotel Group) provided comments.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to approve a site plan amendment for facade improvements to Country Inn & Suites at 2280 Barrington Road. Voice vote taken. All ayes. Motion carried.

2. Request approval of a Resolution authorizing the Village of Hoffman Estates to support Next Level Northwest's Application to Receive Grant Funding from the JP Morgan Chase Advancing Cities Program.

An item summary sheet from Kevin Kramer was presented to committee.

Mr. Kramer provided background on the initiative.

Mayor McLeod expressed concern about the lack of momentum of the program. Mr. Gugliotta and Mr. Norris provided comments.

Trustee Pilafas inquired about the grant funding program. Mr. Kramer commented.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to authorize the Village of Hoffman Estates to support Next Level Northwest's Application to Receive Grant Funding from the JP Morgan Chase Advancing Cities Program. Voice vote taken. All ayes. Motion carried.

3. Request approval of amendments to Chapter 11 of the Municipal Code regarding building permit fees, performance deposits, occupancy permits, and elevator size requirements.

An item summary sheet from Pete Gugliotta, Ray Norton and Ryan Johnson was presented committee.

Mr. Gugliotta provided background on the request.

Trustee Stanton commented on the fees and asked Mr. Gugliotta to clarify. Mr. Gugliotta provided comments.

Trustee Mills expressed frustration at not receiving a red line copy of the ordinance to review and inquired about when the fees would go into effect. Mr. Gugliotta provided comments. Mr. Norris stated there was no urgency in the request. Trustee Mills inquired if a red line copy could be provided and the motion could be deferred.

Motion by Trustee Mills, seconded by Trustee Pilafas, to defer approval of amendments to Chapter 11 of the Municipal Code regarding building permit fees, performance deposits, occupancy permits, and elevator size requirements until a special PB&Z meeting could be held. Voice vote taken. All ayes. Motion carried.

- 4. Request direction for the Planning and Zoning Commission to hold a public hearing to consider amendments to the Zoning Ordinance regarding signs, permitted and special uses, accessory structure regulations, and other miscellaneous items.**

An item summary sheet from Mo Khan and Pete Gugliotta was presented to committee.

Mr. Norris and Mr. Gugliotta provided background on the request.

Motion by Trustee Gaeta, seconded by Trustee Arnet, to direct the Planning and Zoning Commission to hold a public hearing to consider amendments to the Zoning Ordinance regarding signs, permitted and special uses, accessory structure regulations, and other miscellaneous items. Voice vote taken. All ayes. Motion carried.

- 5. Request authorization to award a contract for elevator inspection and plan review services to Thompson Elevator Inspection Service, Inc. of Mount Prospect, IL.**

An item summary sheet from Pete Gugliotta, Ray Norton and Ryan Johnson was presented committee.

Mr. Johnson and Mr. Gugliotta provided detailed background on the request.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to award a contract for elevator inspection and plan review services to Thompson Elevator Inspection Service, Inc. of Mount Prospect, IL. Voice vote taken. All ayes. Motion carried.

- 6. Discussion regarding the Illinois Enterprise Zone applications.**

An item summary sheet from Kevin Kramer was presented committee.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to discuss the Illinois Enterprise Zone applications. Voice vote taken. All ayes. Motion carried.

REPORTS (INFORMATION ONLY)

- 1. Department of Development Services monthly report for Planning Division.**

The Department of Development Services monthly report for Planning Division was received and filed.

- 2. Department of Development Services monthly report for Code Enforcement Division.**

The Department of Development Services monthly report for Code Enforcement Division was received and filed.

- 3. Department of Development Services monthly report for Economic Development and Tourism.**

The Department of Development Services monthly report for Economic Development and Tourism was received and filed.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to adjourn the meeting at 7:32 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Jennifer Djordjevic, Director of Operations &
Outreach, Office of the Mayor and Board

Date

Village of Hoffman Estates

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

November 19, 2018

I. Roll Call

Members in Attendance:

**Gary Stanton, Chairperson
Karen Arnet, Vice Chairperson
Karen Mills, Trustee
Anna Newell, Trustee
Gary Pilafas, Trustee
Michael Gaeta, Trustee
William D. McLeod, Village President**

**Management Team Members
in Attendance:**

**Jim Norris, Village Manager
Art Janura, Corporation Counsel
Dan O'Malley, Deputy Village Manager
Mark Koplín, Asst. Vlg. Mgr. – Dev. Services
Ted Bos, Police Chief
Patrick Fortunato, Fire Chief
Patrick Seger, Director of HRM
Rachel Musiala, Director of Finance
Monica Saavedra, Director of HHS
Kelly Kerr, Asst. Director of Public Works
Peter Gugliotta, Director of Planning
Fred Besenhoffer, Director of IS
Ryan Johnson, Mgmt. Analyst
Bev Romanoff, Village Clerk
Patti Cross, Asst. Corporation Counsel
Suzanne Ostrovsky, Asst. to the Village Mgr.
Bruce Anderson, CATV Coordinator
Matt Galloway, Gen. Govt. Intern**

The Special Planning, Building & Zoning Committee meeting was called to order at 7:03 p.m.

NEW BUSINESS

- 1. Request approval of amendments to Chapter 11 of the Municipal Code regarding building permit fees, performance deposits, occupancy permits and elevator size requirements.**

An item summary sheet from Peter Gugliotta, Ray Norton and Ryan Johnson was presented to Committee.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to approve an ordinance amending Chapter 11 of the Municipal Code regarding building permit fees, performance deposits, occupancy permits and elevator size requirements. Voice vote taken. All ayes. Motion carried.

II. Adjournment

Motion by Trustee Pilafas, seconded by Mayor McLeod, to adjourn the meeting at 7:07 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Debbie Schoop, Executive Assistant

Date

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request by Structured Real Estate for a courtesy review for a new Camping World/Gander Outdoors retail/RV dealership facility with outdoor RV display at the southeast corner of Beverly Road and Prairie Stone Parkway.

MEETING DATE: December 10, 2018

COMMITTEE: Planning, Building and Zoning

FROM: Peter Gugliotta *PG*

REQUEST: Request by Structured Real Estate for a courtesy review for a new Camping World/Gander Outdoors retail/RV dealership facility with outdoor RV display at the southeast corner of Beverly Road and Prairie Stone Parkway.

BACKGROUND: The subject 22 acre property is located within the B-3 zoned area of the Prairie Stone Business Park and Poplar Creek at 59/90 District along Interstate 90. This parcel is part of the core area that has been evolving from primarily a corporate office business park into an area mixed with entertainment, retail, restaurant, hospitality, and special event uses. Pre-recession, the Village approved a concept plan for an indoor hotel/waterpark at this site, however, that was never constructed and that owner lost the property through foreclosure. Due to its location, the development of this property will likely influence the nature of development on adjacent parcels and will help shape the future character of the area.

DISCUSSION: Structured Real Estate has a contract to purchase the subject property and is proposing Camping World recreational vehicle dealership (with sales and service), combined with a Gander Outdoor retail facility. Camping World is a destination business that operates in 36 states, as well as via catalog and online. In 2018, they purchased the Gander Mountain outdoor-goods retail chain out of bankruptcy and are now integrating Gander Outdoor retail stores into Camping World locations.

The subject parcel contains a 4.5 acre retention pond at its northwest corner, leaving roughly 17.5 acres developable. A single 57,000 square foot building would contain roughly 40,000 square feet for the combined Camping World RV and Gander Outdoor retail sales and a 17,000 square foot area for the RV service center with 14 drive-in service bays. Camping World functions much like an automobile dealership with sales and service functions, except the products are recreational vehicles instead of passenger cars. The proposed building would be located near the center of the site and would be surrounded by paved parking/storage/display areas.

DISCUSSION: (Cont'd)

A majority of the property would be paved for RV storage and display to support the Camping World sales and service operations. The concept plan shows striped spaces for 370 large RVs within a fenced area on the west and south part of the site. There are also unmarked paved areas within the fenced area that would likely contain additional vehicles. The customer-accessible part of the site (north and east sides) shows 12 designated RV parking spaces and roughly 325 passenger car parking spaces. There is additional unmarked paving along the site perimeter and surrounding the entire building where additional RV vehicles could potentially be stored or displayed.

The subject property is zoned B-3 (Business District), which was originally created to allow a variety of entertainment, retail, restaurant, and hospitality uses. The proposed retail sales are permitted, however, vehicle repair and outdoor storage/display would require special use review due to potential impacts on the surrounding area. Site plan approval would also be required. A formal review has not been completed, however, an initial cursory review of the proposed concept plan indicates several items will need to be revised/addressed if this proposal moves forward with the formal review process. Some considerations for the formal process will include:

- ◆ A minimum of two access points are required and will need to be provided. Discussion regarding the shared access with the vacant parcel to the east will be needed.
- ◆ Buffering and screening of storage/service areas will need to be proposed and reviewed. Views will have to be evaluated based on elevations of surrounding properties.
- ◆ Specific detail needs to be provided on the use of the open undefined paved areas around the site and building. The various areas of striped RV parking will need to be designated to clarify which will be display, new inventory storage, vehicles being serviced, customer parking, etc.
- ◆ Revisions to the plan should be considered to possibly locate the building closer to the northeast part of the site to provide better connectivity to other developments in the area.
- ◆ Consideration should be given to reducing the amount of paved areas on the site to better integrate into the surrounding area, or possibly to allow for development of outlots.
- ◆ Greater information should be provided to better define the potential secondary economic impacts that may be generated from this use and other details, such as how customers driving RVs in for service would be able to travel to area restaurants and stores.
- ◆ Staff has not reviewed technical landscaping, engineering, lighting, architectural appearance, or other elements of the site. The full plans will be reviewed and detailed comments provided once a formal submittal is made.

DISCUSSION: (Cont'd)***West Area Plan Process***

Recently, there has been discussion among a variety of interested parties about what mix of uses would be most appropriate for the long term economic sustainability of this area. As the area has evolved, key principles have been suggested for the area to grow in a cohesive manner, including encouraging synergy among uses, increased walkability/connectivity between parcels, more diverse parking/transit options, and potentially adding different uses that would support or sustain those already present. There has also been discussion about how the Village Green might be enhanced to function as a unifying public space for the surrounding area, both as a passive park for daily use and location for large and small special events.

With several vacant parcels of land remaining in the area and other properties having the potential to be redeveloped with new uses, the Village Board adopted a formal goal to have a plan created to help guide land use and other decisions, including a specific focus on the area around the Village Green and Sears Centre Arena. In August 2018, The Lakota Group was hired to create an area framework plan. They are currently in the first phase of gathering information (including input from brokers, land owners, businesses, Village officials, and other stakeholders) and expect to have a fully developed framework plan completed in March 2019.

This plan is expected to help the Village evaluate the benefits and appropriateness of specific land use and zoning requests, including how the use, appearance, level of connectivity, and general character of new proposals will complement and enhance surrounding uses and promote a strong economically sustainable area. The final plan is also expected to be a valuable tool to assist with the Village's economic development efforts to attract new development to the area.

The current land owner (seller) and the petitioner have been made aware of the West Area Plan project that is underway, including some of the goals of this plan.

RECOMMENDATION:

Material is presented for courtesy review only.

Attachments

cc: Planning & Zoning Commissioners
Stephen Doyle (Structured Real Estate)

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

REQUEST FOR COURTESY REVIEW
PLANNING, BUILDING AND ZONING COMMITTEE OF THE VILLAGE BOARD

A petitioner may appear before the Planning, Building and Zoning Committee of the Village Board to make a brief "Courtesy" presentation of a proposed project. Expert witnesses, exhibits, etc. are not required, as the appearance is only intended to provide a general overview of the proposed project. The presentation should occur prior to initial Planning and Zoning Commission review of the proposal.

A Courtesy Review allows the applicant to acquaint the Board Committee with the proposal. The Committee may ask questions or make comments on the presentation, however, the presentation does not constitute an official review by the Village Board and any direction to proceed to a hearing review should not be construed as any indication of future project approval. Formal Village Board action will occur only after the appropriate Planning and Zoning Commission public review has occurred.

Twenty (20) copies of a site plan (preferably 8½" x 11"), a brief description of the project, and the *Statement of Understanding* (below) should be submitted to the Director of Planning approximately two weeks prior to the meeting. Meetings are typically held on the second Monday of the month, beginning at 7:00 p.m. A Village staff member will work with you regarding the submission of material and the meeting presentation, as well as establishing a meeting date. Should you have any questions regarding this process, please call the Planning Division at 847-781-2660.

Statement of Understanding

I understand my appearance before the Planning, Building and Zoning Committee shall not constitute any Village Board endorsement, support, or implied approval of the subject property. I also understand that final project approval or denial shall only occur through official Village Board action.


Signature

Stephen Doyle
Name (PLEASE PRINT)

Company/Developer: STRUCTURED Real ESTATE

Address: 171 N. Aberdeen ST., suite 400

City, State, Zip Code: chicago, IL 60607

Telephone Number: 847-951-8974

Email Address: steved@structuredrea.com

Name of Project: CAMPING world/GARden OUTdoor Date: 11-29-18

Proposed Camping World / Gander Outdoor Facility

Structured Real Estate is proposing a new retail / dealership facility for the Northwest corner of Prairie Stone, bound by Interstate 90 to the south, Beverly Road to the west and Prairie Stone Parkway to the north.

The property is approximately 22 acres, and we currently have it under contract (Heartland Bank & Trust is the property owner), and we are in the due diligence phase of the contract.

We are proposing an approximately 55,000 sf building that would be a new Camping World / Gander Outdoor facility. The core elements of a Camping World / Gander Outdoor facility are:

- RV Products Retail Sales
- Outdoor Products Retail Sales
- RV Sales Dealership
- RV Vehicle Service Center – 14 service Bays

This store would be Camping Worlds third in the greater Chicago area, the other stores are in Island Lake and Roscoe, but this would be the first store in the Chicago area that has both the Camping World and Gander Outdoor products.

The store will bring 75 to 90 jobs that are a nice mix of retail, service technician and dealership sales positions.

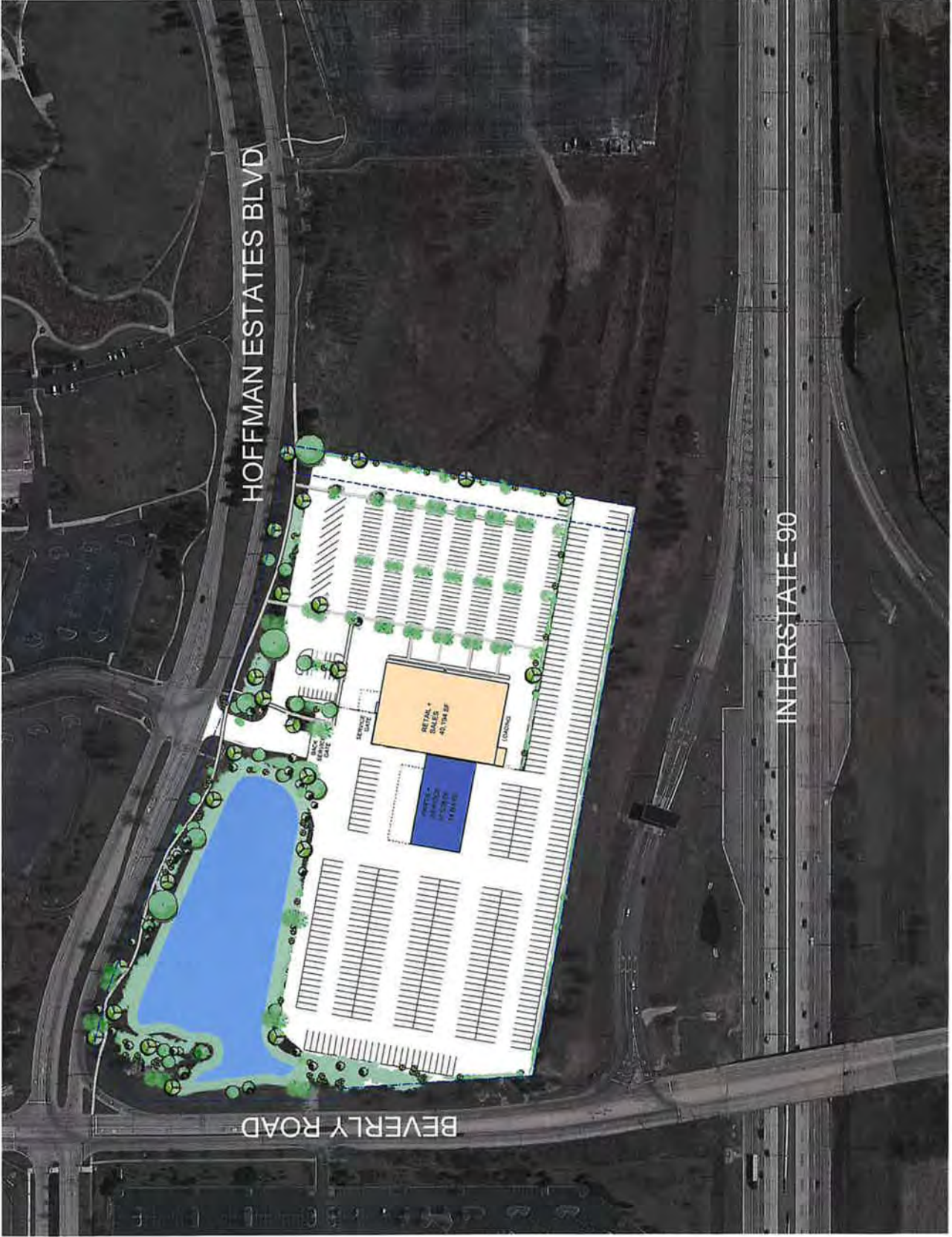
The store is projected to generate \$45 to \$50 million dollars in annual sales.

Camping World stores are often destination retail stops for RV travelers that bring consumers to the immediate area that can increase traffic for restaurants and retailers nearby.

About Camping World

- Camping World (CW) has been in business more than 50 years
- They currently have over 220 locations in 36 states
- CW went public in October 2016, and their stock is traded on the New York Stock Exchange
- CW had total sales revenue in 2017 of \$4.3 Billion, and they are on track to exceed that amount in 2018.
- CW acquired Gander Mountain in May 2017 and re-branded it as Gander Outdoor
- Additionally, they purchased several other outdoor oriented businesses – The House, W82 and Uncle Dan’s Outfitters that have products focused on the ‘Outdoor Active Lifestyle’ offering products for hiking, wake boarding, snowboarding, and skate boarding.
- CW world offers their customers the opportunity to join the Good Sam Club, which has over 2 million members and offers its members:
 - Discounts on RV parks and RV lifestyle activities
 - Extended service contracts
 - Emergency roadside assistance
 - Insurance
 - Financing





CAMPING WORLD
GANDER OUTDOOR

HOFFMAN ESTATES, IL



11.30.18





CAMPING WORLD
GANDER OUTDOOR

HOFFMAN ESTATES, IL

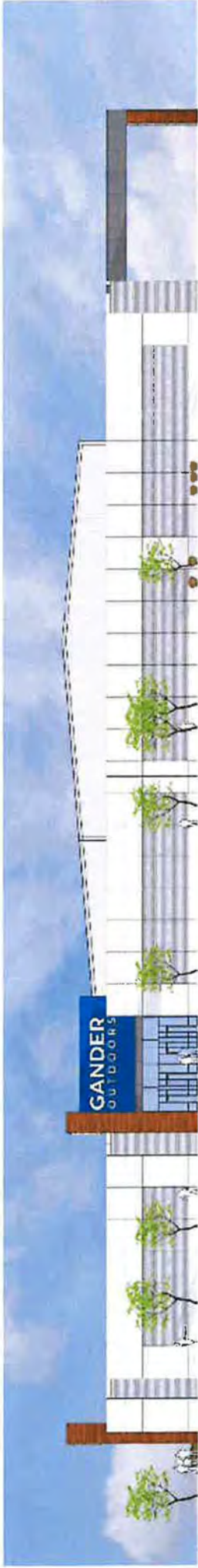


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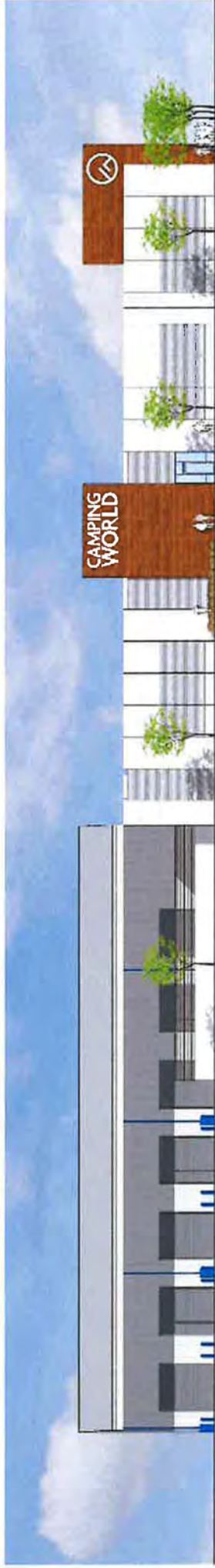








NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of a Purchase and Sale Agreement for the former Fire Station 24 at 2601 Pratum Avenue to W-T Properties Schaumburg I, LLC and an Ordinance approving the sale

MEETING DATE: December 10, 2018

COMMITTEE: Planning, Building and Zoning

FROM: Mark Koplin/Kevin Kramer

REQUEST: To present a Purchase and Sale Agreement for the former Fire Station 24, selling to W-T Properties Schaumburg I, LLC, with a three year leaseback provision and an Ordinance approving the sale.

BACKGROUND: Fire Station 24 opened in 1992 to serve the Sears headquarters, which was still in the final stages of construction, and future development in Prairie Stone and the western area. In 2009, the Village opened a new Fire Station 24, south of I-90, to better serve the development in the western area. The Village has been using old Station 24 for storage for Public Works, Fire, and the Sears Centre (mostly the bay area).

Prior to construction of new Station 24, Sears signed a release from the Annexation and Development Agreement that required to maintain a Fire Station within the limits of Prairie Stone until 2012.

In 2009, the Village issued an RFP to determine any interest in the re-use of the Fire Station. One proposal was received and determined to not be viable. Subsequently, adjacent property owners showed interest and W-T now has formalized their interest into a Purchase and Sale Agreement.

The Village Board declared the old Fire Station as surplus in 2010.

The seller (Village) is responsible for the appraisal which needs to be dated within six months of the executed Purchase and Sale Agreement. We obtained an appraisal on July 6, which values the property at \$895,000. So the Purchase and Sale Agreement needs to be approved by the Village Board before January 4, 2019. If not approved, we would need to pay for an update. Legal advises that the actual closing on the property may occur after the six months.

DISCUSSION: When property owned by a municipality is no longer necessary for operations, there is a public policy obligation to return that property to the tax rolls to benefit the residents, businesses, and taxing districts.

DISCUSSION: (Cont'd)

W-T Properties Schaumburg I, LLC would like to purchase the old Fire Station and site for an expansion of their business and perhaps build a freestanding building for a third party. W-T's immediate needs include overflow parking for their current employees. W-T would also move some of their employees to the Fire Station and create new office space with amenities. Over time, portions of the Fire Station would be renovated. At some point, they may decide to lease a portion of the space, and perhaps demolish part or all of the building for an expansion or freestanding building for W-T, and create an outlot for another business. W-T acknowledges the site plan approval process that would be necessary for such changes to the site and use.

The purchase price is the same as the appraised value. Per state statute, the purchase price must be 80% or more of the appraised value.

A lease is attached to the Purchase and Sale Agreement, as the Village needs to continue storage in a portion of the building until a new storage building is designed, constructed, and occupied, most likely on the Sears Centre grounds. The three year lease provides 18 months at \$250/month, with the option of continuing month-to-month thereafter. The Village would have access to two of the six bays, would construct a fence to segregate that space, and have access via two of the overhead doors from the Pratum Avenue driveway.

An Ordinance approving the sale is also attached.

FINANCIAL IMPACT:

The Village will receive proceeds from the sale of the property, which will be set aside to fund design and construction of a storage building. As the property would no longer be municipally owned and tax exempt, property tax would be generated from this property.

RECOMMENDATION:

Recommend approval of a Purchase and Sale Agreement for the former Fire Station 24 at 2601 Pratum Avenue to W-T Properties Schaumburg I, LLC and an Ordinance approving the sale.

Attachments

cc: Troy Triphahn (W-T Properties Schaumburg I, LLC)
Steve Schuster (Burke, Warren, MacKay & Serritella, P.C.)

VILLAGE OF HOFFMAN ESTATES

**A ORDINANCE AUTHORIZING THE
VILLAGE PRESIDENT TO EXECUTE A CONTRACT
BETWEEN THE VILLAGE OF HOFFMAN ESTATES
AND W-T PROPERTIES SCHAUMBURG I, LLC (OLD FIRE STATION 24)**

WHEREAS, 65 ILCS 5/11-76-4.1 authorizes the corporate authorities of a municipality to sell surplus public real estate; and

WHEREAS, the Village of Hoffman Estates (the "Village") is the owner of a certain real estate located at 2601 Pratum Avenue, Hoffman Estates, Illinois (the "Property"); and

WHEREAS, on September 7, 2010, this Corporate Authority declared the Property as surplus; and

WHEREAS, the value of the Property was determined by a written MAI certified appraisal to be \$895,000 as of June 20, 2018; and

WHEREAS, said appraisal was made available for public inspection; and

WHEREAS, the Property consists of approximately 2.41 acres of land with a 26 year-old, one-story building that contains 11,365 square feet and which was formerly used as a fire station; and

WHEREAS, the Property is zoned O-5 "Office District"; and

WHEREAS, in the opinion of the Corporate Authority of the Village of Hoffman Estates, it is no longer necessary or useful to or for the best interests of the Village of Hoffman Estates to retain ownership of the Property; and

WHEREAS, the sale price of \$895,000 is over 80% of the appraised value; and

WHEREAS, in the opinion of the corporate authorities of the Village of Hoffman Estates it is in the best interest of the Village to accept the contract proposal attached hereto as Exhibit "A".

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: The Corporate Authority finds that the statements in the foregoing preamble are correct and the same are incorporated herein as if fully set forth.

Section 2: The Corporate Authority finds that the Property is no longer necessary, appropriate, required for the use or, profitable to, or for the best interest of the Village.

Section 3: The Corporate Authority, by a vote of at least two-thirds, hereby approves and accepts the contract proposal between the Village of Hoffman Estates and W-T Properties Schaumburg I, LLC, a copy of which is attached hereto as Exhibit "A".

Section 4: The Village President of the Village of Hoffman Estates is hereby authorized to execute a contract between the Village of Hoffman Estates and W-T Properties Schaumburg I, LLC, a copy of which is attached hereto as Exhibit "A".

Section 5: The Village Clerk is directed to publish this Ordinance at the first opportunity following its passage in a newspaper published in the Village of Hoffman Estates.

Section 6: 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.

**REAL ESTATE SALE CONTRACT FOR
2061 PRATUM AVENUE, HOFFMAN ESTATES, IL**

1. W-T PROPERTIES SCHAUMBURG I, LLC (“Purchaser”), agrees to purchase at a price of Eight Hundred Ninety-Five Thousand Dollars (\$895,000) (the “Purchase Price”) on the terms set forth herein, the following described real estate in Cook County, Illinois:

Lot 4E in the Resubdivision of Lot 4 in Sears Business park, being a resubdivision in Sections 31 and 32, Township 42 North, Range 9, East of the Third Principal Meridian and in Section 4, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded August 6, 1991 as document number 91396712.

commonly known as 2601 Pratum Avenue, Hoffman Estates, Illinois (PIN 01-32-302-005-0000) a/k/a Hoffman Estates Old Fire Station No. 24, and with a 2.4-acre parcel, together with all the improvements and property presently located thereon (the real estate and improvements shall be referred to collectively as the “Property”):

Constructed Fire Station – Approximately 11,365 square feet

2. VILLAGE OF HOFFMAN ESTATES (“Seller”) agrees to sell the Property at the Purchase Price and terms set forth in this Contract (“Contract”), and to convey or cause to be conveyed to Purchaser title thereto by a recordable Warranty Deed, with release of homestead rights, if any, subject only to the Permitted Exceptions (as defined herein) and: (a) special taxes or assessments for improvements not yet commenced; (b) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed (subject to the provisions of Section 3 of the “Conditions and Stipulations” below); and (c) general taxes for the year 2018 and subsequent years including taxes which may accrue by reason of new or additional improvements and to an as-is condition of improvements (subparagraphs (a) through (c) shall be referred to collectively as the “Standard Exceptions”).

3. Purchaser will deposit \$10,000.00 with the Title Company or Seller (as defined herein) within 10 days of the Effective Date as “Earnest Money” to be applied on the Purchase Price, and agrees to pay or satisfy the balance of the Purchase Price, plus or minus prorations, at the time of Closing. If the Earnest Money is held by the Title Company, the Title Company will use its standard form of strict joint order escrow instructions. If the Earnest Money is held by Seller, it will be held in trusts for the benefit of the Purchaser and Seller.

4. Purchaser, at Seller’s expense, shall obtain a current ALTA/NSPS land title survey of the above Property made, and so certified by the surveyor to Purchaser and any party Purchaser desires (the “Survey”).

5. Commencing on the Effective Date, as herein defined, and subject to the terms and conditions of this Section 5, Purchaser and its representatives shall have the right from time to time, during normal business hours and upon reasonable prior notice to Seller, to enter upon the Property and to make such inspections of the Property as Purchaser reasonably deems necessary

or desirable, including without limitation soil and drainage tests, surveys, investigations into regulatory, title and operational matters, feasibility studies, and environmental studies, all of which shall be conducted at Purchaser's expense. Purchaser shall promptly restore the areas so inspected as near as is reasonably possible to the condition such areas were in immediately prior to making such inspection. Seller shall reasonably cooperate with Purchaser and provide all requested access to the Property to Purchaser and its representatives. If Purchaser's inspections described in this Section 5 disclose any condition not satisfactory to Purchaser, in Purchaser's sole and absolute discretion, then Purchaser shall have the right, exercisable by giving written notice thereof to Seller by January 15, 2019 (such period, the "Inspection Period"), to terminate this Contract, whereupon the Earnest Money shall be returned to Purchaser. Purchaser's failure to provide such notice prior to the expiration of the Inspection Period shall be deemed a waiver of Purchaser's right to terminate this Contract pursuant to this Section 5. Upon Purchaser's delivery of such termination notice, this Contract shall be terminated and of no further force or effect except with respect to those obligations or liabilities that are expressly contemplated in this Contract to survive a termination.

6. Prior to the Effective Date, Seller has delivered to Purchaser the following items to the extent in Seller's possession or control (collectively, the "Delivery Items"): (a) any existing survey of the Property; (b) any existing title insurance policy or other title report for the Property; (c) physical condition reports for the Property (such as environmental reports, soil and groundwater tests, topography studies, wetlands delineations, geotechnical reports, estimates for on-site/off-site construction and engineering reports relating to the Property), if any; (d) all documents concerning the zoning of the Property, including any annexation, redevelopment or recapture agreements; (e) drawings and specifications of the Property; (f) any existing licenses and certificates for the operation and occupancy of the Property; and (g) all other material documents related to the Property reasonably requested by Purchaser.

7. Subject to the terms and conditions hereof, the time of Closing shall be (i) on or before the date that is sixty (60) days after the expiration of the Inspection Period or (ii) on any other date mutually agreed to by the parties ("Closing").

8. Seller and Purchaser agree there is no real estate broker or sales commission involved in this sale.

9. Seller hereby represents and warrants to Purchaser that: (a) Seller, its beneficiaries or agents of Seller, have given or received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the Property that have not been heretofore corrected; (b) this Contract and all ordinary and customary documents or instruments prepared by Seller in connection with the Closing contemplated by this Contract have been or will be at the time of delivery duly authorized and all obligations of Seller under this Contract and the aforementioned documents and instruments are or at the time of delivery thereof shall be legal, valid and binding obligations of it and, as of the time of delivery, neither this Contract nor any of the other aforementioned documents or instruments violates or will be in violation of the provisions of any other agreement to which Seller is a party or to which it is subject; (c) there are no actions, suits, or proceedings pending or, to the knowledge of Seller, threatened against or affecting Seller or the Property before any court of any jurisdiction or any administrative, regulatory, adjudicatory or arbitration body or agency of any kind that could affect Seller's ability to consummate the transaction contemplated hereby; (d) upon Closing the

Parties shall enter into a commercial lease agreement in the form attached to this Contract as Exhibit A (the "Lease") and except for that Lease, there are no leases, licenses, occupancy agreements, and/or other possessory agreements that affect the Property; (e) there are no tenants, persons or entities occupying any portion of the Property except for the tenant under the Lease, and no claim exists against any portion of the Property by reason of adverse possession or prescription; (f) except for the Lease attached, the Village has no agreements that will survive the Closing that concern the operation, repair and maintenance of the Property and services provided to the Property, including without limitation any management agreement; (g) except for this Contract, Seller has not granted to any party any right of first refusal or option to acquire fee title to the Property or any part thereof or interest therein; and (h) Seller has not received any notice of any condemnation or eminent domain proceedings, or negotiations for purchase in lieu of condemnation, relating to the Property, or any portion thereof; and Seller has no knowledge that any condemnation or eminent domain proceedings have been commenced or threatened in connection with the Property, or any portion thereof. All representations, warranties or indemnities made by either party to the other party under this Contract shall be deemed remade as of the Closing and shall survive the delivery of the deed and transfer of title pursuant to this Contract. If Purchaser or Seller learns of a material error in any of the foregoing representations or warranties made by Seller prior to the Closing, such party promptly shall give written notice thereof to the other party. In the event any of the foregoing representations or warranties made by Seller contains a material error, Purchaser, at its option, may terminate this Contract without further liability by giving written notice thereof to Seller, in which event the Earnest Money shall be returned to Purchaser. The Seller is not liable for any damages related to this paragraph 9 covered by title insurance.

This Contract is dated as of December 17, 2018, which is the date upon which it has been both executed by Purchaser and approved by Seller's Board of Trustees ("Effective Date") and shall be subject to the Conditions and Stipulations set forth on the following pages, which Conditions and Stipulations are made a part of this Contract.

PURCHASER:

SELLER:

W-T PROPERTIES SCHAUMBURG I,
LLC, an Illinois limited liability company

VILLAGE OF HOFFMAN ESTATES, a
municipal corporation

By: _____
Name:
Its:
Date: _____

By: _____
Name: William D. McLeod
Its: Village President
Date: _____

Attest: _____
Name: Beverly Romanoff
Its: Village Clerk
Date: _____

CONDITIONS AND STIPULATIONS

1. Within ten (10) days after Purchaser delivers the Survey to Seller, Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent a title commitment for an owner's title insurance policy issued by the Fidelity National Title Insurance Company (the "Title Company") in the amount of the Purchase Price (the "Title Commitment"). Seller shall also deliver or cause to be delivered to Purchaser, along with the Title Commitment, copies of all documents available in the public records and disclosed in the Title Commitment as exceptions to title, as requested by Purchaser. Seller shall cause to be delivered to Purchaser at Closing an Owner's Title Insurance Policy (ALTA Form B-2006) issued by the Title Company in the amount of the Purchase Price, insuring title to the Property to be good and marketable and free from exceptions other than the Permitted Exceptions and insuring any appurtenant easements. Seller shall, not later than at the Closing, pay the premium due to the Title Company for the title insurance policy that is the subject of the Title Commitment, including any search and exam or other costs associated with the Title Commitment and extended coverage over the standard general exceptions. Purchaser shall be responsible for the cost of all title policy endorsements it requests and receives (other than extended coverage) and the cost of any title insurance policy issued to Purchaser's lender. Seller also shall furnish Purchaser an ALTA statement and affidavit of title in customary form covering the date of Closing sufficient to cause the Title Company to issue extended coverage insurance.

2. If the Title Commitment discloses exceptions not waived by the Title Company other than the Standard Exceptions that are not acceptable to Purchaser (collectively, "Unpermitted Exceptions") or the Survey discloses survey matters that are not acceptable to Purchaser in Purchaser's sole discretion ("Survey Defects"), Purchaser shall notify Seller thereof within five (5) days of the receipt of the Title Commitment ("Objection Period"). In such event, Seller shall have fourteen (14) days from the date of Purchaser's delivery of such notice to have the Unpermitted Exceptions removed from the Title Commitment and/or to correct such Survey Defects. If Seller fails to have the Unpermitted Exceptions removed or correct any Survey Defects, or in the alternative, to obtain the commitment for title insurance specified above as to such Unpermitted Exceptions or Survey Defects acceptable to Purchaser in its sole discretion within the specified time, Purchaser may terminate this Contract, whereupon the Earnest Money shall be returned to Purchaser. Notwithstanding anything set forth in this Contract to the contrary, Seller shall be obligated to cure as of Closing any title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed. For purposes of this Contract, the term "Permitted Exceptions" shall mean (i) all title and survey defects reflected in the Title Commitment (including all underlying documents) and the Survey or any updates thereto, in each case to which Purchaser does not object pursuant to this Section 2 or which Purchaser approved pursuant to this Section 2, (ii) all Standard Exceptions and (iii) any matters caused by Purchaser or any of its employees, contractors or agents.

3. Water and utility charges, fuels, and other similar items shall be adjusted ratably as of the time of Closing.

All prorations are final unless otherwise provided herein. Seller is responsible to pay the amount of any stamp tax imposed by State and County law on the transfer of the title, if any, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration signed by the Seller or the Seller's agent or meet other requirements as established by any county or local ordinance with regard to a transfer or transaction tax; such tax required by local ordinance shall be paid by the party upon whom such ordinance places responsibility therefor. If such ordinance does not so place responsibility, the tax shall be paid by the Purchaser.

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

5. If this Contract is terminated without a default by Purchaser, the Earnest Money shall be returned to the Purchaser, but if the termination is caused by a default of Purchaser, then upon notice to the Purchaser and as Seller's sole and exclusive remedy, the Earnest Money shall be forfeited to the Seller and applied first to the payment of Seller's expenses with the balance, if any, to be retained by the Seller as liquidated damages.

6. This sale shall be closed through a "New York"-style escrow with the Title Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of Purchase Price and delivery of deed shall be made through the escrow and this Contract and the Earnest Money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser.

7. Time is of the essence of this Contract.

8. All notices herein required shall be in writing and shall be served on the parties at the addresses below when deposited for service with a nationally recognized overnight delivery carrier or when deposited with the United States Postal Service for service by certified mail, return receipt requested, as follows:

If to the Seller: Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169
Attn: William D. McLeod, Village President
Email: Bill.McLeod@hoffmanestates.org

With a copy to: Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169
Attn: Village Clerk
Email: Bev.Romanoff@hoffmanestates.org

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

If to Purchaser:

W-T Properties Schaumburg I, LLC
2675 Pratum Avenue
Hoffman Estates, IL 60192
Attn: Troy Triphahn
Email: Troy.Triphahn@wtengineering.com

With a copy to:

Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash, 21st Floor
Chicago, Illinois 60611
Attn. Matthew E. Norton
Email: mnorton@burkelaw.com

9. Seller represents that it is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at Closing the Exemption Certification set forth in said Section.

10. From and after the Effective Date hereof, Seller shall:

A. not make or enter into any tenancy or lease, or renewal or extension thereof which extends beyond the Closing without first obtaining Purchaser’s prior written consent which shall not be unreasonably withheld, conditioned or delayed;

B. continue to make or cause to be made ordinary repairs, replacements and maintenance and maintain the Property in its present condition until Closing, normal wear and tear excepted; and continue to maintain all casualty, hazard and liability insurance currently in force with respect to the Property; and

C. not make or permit any encumbrance or lien to attach or affect the Property.

11. Prior to January 15, 2019, Purchaser shall present proof to Seller that it has funds available to pay the Purchase Price of the Property. If Purchaser fails to present proof, Seller, in its sole discretion, may cancel this contract.

12. In the event that, prior to Closing, the Property, or any party thereof, is destroyed or damaged or upon the occurrence of a condemnation, Purchaser shall have the right, exercisable by giving written notice of such decision to Seller before the Closing to terminate this Contract, in which case neither party shall have any further rights or obligations hereunder and the Earnest Money shall be promptly returned to Purchaser.

13. This Contract embodies the entire agreement between the parties, and there are no other agreements or understandings, oral or written, between Purchaser and Seller, except as recited herein. No amendment of this Contract shall be valid unless in writing and signed by the parties hereto. The captions and headings used in connection with the paragraphs and provisions of this Contract are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning, scope or intent of the provisions hereof. This Contract shall be construed and governed by the laws of the State of Illinois, without regard to its conflict of laws provisions. This Contract may be executed by the parties in separate duplicate counterparts, all of which taken together shall constitute one agreement binding on all the parties hereto, notwithstanding that all parties hereto may not be signatories to the original or the same counterpart. Any provision of this Contract which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. A "day" under this Contract is a calendar day; however, whenever under the terms of this Contract the time for performance of a covenant or condition falls upon a Saturday, Sunday or Illinois state holiday, such time for performance shall be extended to the next day that is not a Saturday, Sunday or Illinois state holiday.

14. At Closing, Purchaser and Seller shall enter into a lease for a portion of the Property, in the form attached hereto as Exhibit A.

15. Purchaser has provided to Seller the disclosures required by 50 ILCS 105/3.1 prior to the Effective Date of this Contract.

December 5, 2018

Exhibit A

COMMERCIAL LEASE AGREEMENT

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and entered into as of the _____ day of _____, 2019 by and between the Village of Hoffman Estates, IL (the "Village" or "Lessee") and W-T Properties Schaumburg I, LLC ("WTE" or "Lessor"). Lessee hereby offers to lease from WTE as Lessor the Premises consisting of approximately 2,200 square feet of space, as depicted in Exhibit A ("Premises"), located at 2601 Pratum Avenue in Hoffman Estates, IL, County of Cook, State of Illinois ("Property"), upon the following TERMS and CONDITIONS:

1. Term and Rent. Lessor demises the above Premises for a term of three (3) years, commencing upon Lessor's closing on the purchase of the Property (the "Commencement Date") and terminating thirty-six (36) months after, or sooner as provided herein (the "Term"), at the monthly rental of two hundred fifty and No/100 Dollars (\$250.00) ("Rent"). Rent shall be payable on the 1st of each month to WTE. Lessor shall deliver possession of the Premises to Lessee upon Lessor's closing on the purchase of the Property. Lessor and Lessee hereby agree that either party may cancel or terminate this Lease without penalty eighteen (18) months after the commencement date, upon thirty (30) days written notice to the other.

2. Use & Hours of Operation. The Lessee shall have the permitted and exclusive right to use the Premises 7 days a week, 24 hours a day. Lessee shall have the permitted right to use and occupy the designated interior Premises for the purpose of general storage and for no other purpose unless agreed to in writing by Lessor. Lessee shall have the non-exclusive right to use up one (1) of the parking spaces in the parking areas on the Property, the non-exclusive right to use all other common areas designated by Lessor on the Property, and the non-exclusive right to access the property driveway apron along Pratum Avenue. Lessee agrees to consider, for itself and its contractors, agents, employees or invitees to comply with all reasonable rules and regulations that Lessor may from time to time make concerning the use of the Property.

3. Care and Maintenance of Premises; Alterations. During the Term, Lessee at Lessee's sole cost and expense, shall keep the Premises in a clean, safe, secure and orderly condition. Lessor shall maintain or cause to be maintained in reasonably good order, condition and repair, the structural portions of the roof, foundations, floors and exterior walls of the building in which the Premises is located, and the plumbing, electrical, gas, water and sewer connections, heating, ventilation and air conditioning systems, sprinkler systems, alarms, and all other building systems serving more than the Premises or serving the common areas of the Property, unless such component of the Property is required to be maintained by another occupant. In addition, Lessor shall be responsible for the following with respect to the parking areas on the Property: (a) snow removal; and (b) maintenance of the parking surface. Notwithstanding anything in this Lease to the contrary, in the event of any damage to the Premises or any other part of the Property, caused by any act, omission or negligence of Lessee or Lessee's agents, employees or invitees, Lessee shall promptly make or cause to be made such repairs or replacements as may be required to restore such part of the Property to its

condition prior to the occurrence of such act, omission or negligence. Lessee may not make any improvements or alterations to the Premises without Lessor's prior written consent, not to be unreasonably withheld, conditioned or delayed; provided, however, that Lessee may undertake nonstructural alterations to the Premises, each costing less than \$10,000 per alteration, without Lessor's prior written consent.

4. Ordinances and Statutes. Each party shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises.

5. Utilities. All utilities, including but not limited to electrical, natural gas, and water shall be timely paid by the Lessor during the lease term. No telephone or internet access or service shall be provided by Lessor to Lessee under this Lease.

6. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this Lease, to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Premises thereafter.

7. Surrender. Within thirty (30) days following the expiration or earlier termination of the Term, Lessee shall immediately cease all activities in the Premises, remove all of Lessee's personal property at Lessee's sole cost and expense, surrender the Premises in a broom-clean condition, free of debris and in the same condition as the Premises was on the Commencement Date, repair any damage to the Property caused by the installation or removal of Lessee's personal property or Lessee's use of the Premises during the Term. If Lessee fails to: (i) remove all property placed in the Premises, and (ii) repair all damage caused by Lessee during the Term and all damage caused by such removal by the expiration of the Term, Lessor shall have the right, at Lessee's expense, to remove and dispose of all property and repair any such damage in the Premises without further notice and without liability to Lessee. This Section 8 shall survive the expiration or earlier termination of this Lease.

8. Insurance. The Lessee shall, at the Lessee's expense, secure and maintain in effect throughout the duration of this Lease, insurance in form, content and amount reasonably acceptable to Lessor, naming Lessor, its mortgagees and managing agent (if any) as additional insureds. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Lessor. Prior to any entry upon the Premises or Property, Lessee shall furnish or cause to be furnished to Lessor certificates evidencing the existence of such insurance.

9. Indemnity. Except to the extent caused by the negligence or intentional misconduct of the Lessor Parties (as defined herein), Lessee hereby agrees to

indemnify, defend and hold Lessor, its managers, members, officers, directors, agents, employees, partners and contractors (collectively, the "Lessor Parties") harmless from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense whatsoever (including, without limitation, reasonable attorneys' fees and litigation costs) in any manner arising out of, connected with or incidental to Lessee's entry upon or use or occupancy of the Premises or any breach of this Lease by Lessee. This indemnity shall survive the termination or expiration of this Lease and shall be independent of, and in addition to, the obligation to provide liability insurance coverage in accordance with Section 8 hereof.

10. Destruction of Premises. In the event of a partial destruction of the Premises during the lease term from any cause, Lessor shall promptly repair the same, to the extent of the amount of insurance proceeds actually received by Lessor, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations. A total destruction of the building shall automatically terminate this Lease.

11. Default; Remedies. If Lessee defaults in the payment of Rent, or if either party defaults in the performance of any of the other covenants or conditions hereof, the non-defaulting party shall give the defaulting party fifteen (15) days' written notice of such default and if the defaulting party does not cure such default within fifteen (15) additional days, after the giving of notice, then the non-defaulting party shall have all remedies available at law or in equity.

12. Condition. Upon taking possession of the Premises, Lessee shall be deemed to have (i) inspected the Premises; (ii) accepted the Premises "AS-IS" with no representation or warranty by Lessor as to the condition of the Premises or the improvements therein, or its suitability for Lessee's proposed operation, including, but not limited to, any express or implied warranties or merchantability of fitness; and (iii) agreed that Lessor has no obligation to alter, remodel, repair, improve or clean any part of the Premises or any other portion of the Property, except as expressly set forth in this Lease.

13. Security and Other Deposits. No security deposit shall be required to be made by Lessee to Lessor.

14. Governing Law. This Lease shall be governed by and shall be construed in accordance with the laws of the State of Illinois. In the event of any dispute, jurisdiction shall be in the Circuit Court of Cook County, Third Municipal District.

15. Waiver. No failure of either party to enforce any term hereof shall be deemed to be a waiver.

16. Notices. Any notice which either party may or is required to give, shall be given by sending the same by United States Postal Service First Class Mail, postage prepaid, by Overnight Courier to the person and address shown below, or electronically:

If to the Lessee: Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169
Attn: William D. McLeod, Village President
Email: Bill.McLeod@hoffmanestates.org

With a copy to: Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169
Attn: Village Clerk
Email: Bev.Romanoff@hoffmanestates.org

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

If to Lessor: W-T Engineering, Inc
2675 Pratum Avenue
Hoffman Estates, IL 60192
Attn: Troy Triphahn
Email: Troy.Triphahn@wtengineering.com

With a copy to: Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash, 21st Floor
Chicago, Illinois 60611
Attn. Matthew E. Norton
Email: mnorton@burkelaw.com

No notice by facsimile transmission shall be permitted.

17. No Assignment. Lessee may not assign this Lease or sublet any portion of the Premises. Lessor may assign this lease only with the express written consent of the Lessee whose consent shall not be unreasonably withheld; provided, however, that that Lessor may assign this Lease without Lessee's consent (i) to an entity controlling, controlled by or under common control with Lessor, or (ii) to any joint venture of which Lessor or any entity controlling, controlled by or under common control with Lessor is a member or manager. Subject to the immediately preceding sentence, any assignment by the Lessor made without the express written consent of the Lessee shall be null and void. Prior to any assignment, the Lessor shall cause the proposed assignee to provide the disclosures required by 50 ILCS 105/3.1 to the Lessee. No assignment shall be effective until the proposed assignee has provided the disclosures required by 50 ILCS

105/3.1 to the Lessee. This Lease is not intended to confer upon any person or entity other than the parties to this Lease any rights or remedies hereunder.

18. Subordination. This Lease is and shall be subordinated to all existing and future liens and encumbrances against the Property.

19. Severability. If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Lease shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such ruling shall materially alter the economic effect of this Lease.

20. Representation. Each party represents and warrants that it does not need the consent of any other party to enter into this Lease. Each person signing hereunder represents and warrants that he or she has the capacity and the authority to execute this Lease on behalf of the respective person or legal entity which is being represented.

21. Beneficiary: There are no third party beneficiaries.

22. Entire Agreement. To facilitate execution, this Lease may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. A fully executed facsimile or e-mail copy of this Lease shall be effective as an original. The foregoing consisting of five (5) pages including Exhibits constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits have been made a part of this Lease before the parties' execution hereof:

Exhibit A – Leased Premises

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Commercial Lease Agreement in person or by a duly authorized officer on the day and year stated in the commencement.

LESSOR:

An Illinois _____

By: _____
Name: _____
Its: _____
Date: _____

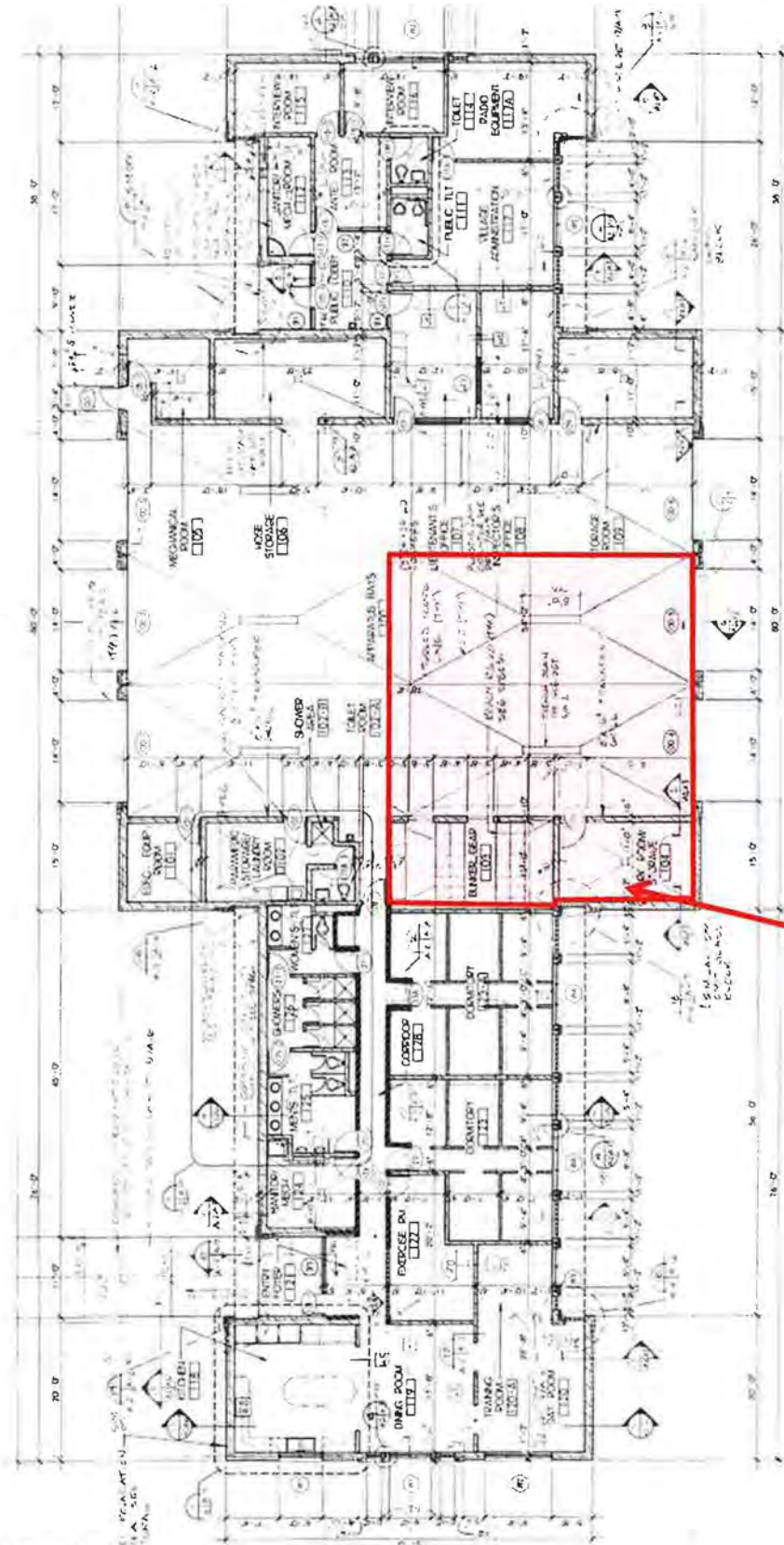
LESSEE:

VILLAGE OF HOFFMAN ESTATES, a
municipal corporation

By: _____
Name: William D. McLeod
Its: Village President
Date: _____

Attest: _____
Name: Beverly Romanoff
Its: Village Clerk
Date: _____

EXHIBIT A – LEASED PREMISES



GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 IBC AND ALL APPLICABLE CODES.
3. REFER TO ALL OTHER SHEETS OF THIS SET FOR COMPLETE INFORMATION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.



NORTH

FLOOR PLAN
SCALE 1/8" = 1'-0"

Leased Premises

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of an Ordinance designating an Enterprise Zone in the western portion of the Village of Hoffman Estates

MEETING DATE: December 10, 2018

COMMITTEE: Planning, Building and Zoning

FROM: Kevin Kramer *ik*

REQUEST: Request approval of an Ordinance designating an Enterprise Zone in the western portion of the Village of Hoffman Estates.

BACKGROUND: In November, staff received authorization from this Committee to submit an application to the Illinois Department of Commerce and Economic Opportunity (DCEO) for an Enterprise Zone designation in the western portion of the Village. Enterprise Zone (EZ) designation makes various State and local tax incentives available to help entice development in the area.

The purpose of the Illinois Enterprise Zone Program is to stimulate economic growth through the extension of State and local tax incentives to existing and prospective businesses looking to locate, expand, or retain operations in an EZ. The incentives that are made available through an EZ are rarely enough on their own to convince a business to locate in it, but they can give an edge to a municipality when all other conditions are the same.

The application is for the western portion of Hoffman Estates, including Prairie Stone which is currently an Enterprise Zone designated in 1990, extended in 2004, and expiring in 2020. Over the past 25 years, the incentives have been provided to nearly all of the various companies that have developed in the business park. The Village now looks to create a new EZ that will not only encompass the existing zone, as well as the 400 acres to the west of the EZ and 120 acres at the southeast corner of Routes 59 and 72, more commonly known as Sutton Crossing (see the attached map).

Staff is finishing the application which needs to be submitted to DCEO by December 31. DCEO requires an Ordinance that requests the designation of an EZ designation of the area and adopts various local incentives to complement those that are provided by the State.

DISCUSSION:

The State began authorizing EZs in 1982 and changed the application process beginning with those submitted in 2014. Communities are now required to define a local labor market area that identifies the geographic area that an EZ draws its employees from which staff has set at a 45 minute drive time from the proposed zone. That local labor market area then must satisfy at least three out of eleven criteria to demonstrate the need for EZ designation. Final determination is based on a scoring system, and it is recommended that applicants respond to as many of the eleven criteria as applicable.

Staff has assembled nearly the full application and we believe that the zone easily meets five of the criteria and partially meet six others. Of these, the Village's application should score particularly well on the following:

- ◆ **Large scale business closures** and layoffs in the local labor market during the previous ten years, as well as near-term closures.
- ◆ **Vacancy rates for commercial and industrial properties** in Hoffman Estates and the local labor market.
- ◆ The extent to which future development will **improve the State and local tax base**, particularly the State income tax base, the State and local sales tax base, and the local property tax base
- ◆ The extent to which **infrastructure**, including water/sewer, electric, natural gas, and telecommunications, as well as roads and public facilities, already exist to develop an area.
- ◆ **Career skills programs** are available to future employees which for Hoffman Estates includes the efforts of the Golden Corridor Advanced Manufacturing Partnership (GCAMP) as well as manufacturing skills training by area high schools and community colleges.

The other six criteria that the Village will receive partial credit for are unemployment rates, new employment opportunities, poverty rates, brownfields, minorities, women and persons with disability opportunities and equalized assessed valuation (EAV).

State Incentives

The State of Illinois provides six different incentives to businesses and financial institutions that develop in an Enterprise Zone. These incentives include:

1. An investment tax credit against the State income tax for all companies who build in an EZ.
2. Sales tax exemption on building materials purchased in Illinois to all projects within an EZ. This is most commonly used by Prairie Stone businesses.
3. An interest income deduction to financial institutions that provide financing to developers in an EZ.
4. A dividend income deduction to taxpayers for dividends paid to them by a corporation that operates in an EZ.
5. An exemption on the State sales tax for the purchase of machinery to be used in the EZ, provided the company meets certain criteria. This should be attractive for additional companies located at Huntington 90.

DISCUSSION: (Cont'd)

6. A utility and telecommunications tax exemption, provided the company meets certain criteria. This is most commonly used by Prairie Stone businesses.

Local Incentives

In designating an area as an EZ, a municipality is required to extend incentives as well. The incentives which the Village has identified mirror those that have existed in the Prairie Stone Business Park since its creation in 1990. They include:

1. An exemption on the local share of the sales tax for the purchase of building materials to be used in construction of the zone. This is most commonly used by projects.
2. An exemption on the local share of the utility taxes, provided the company meets certain criteria.

Public Hearings

As a requirement of zone designation, staff held a public hearing on December 3, at the Sears Centre Arena to discuss the creation of an EZ in these areas. The hearing heard positive feedback from company representatives within the proposed zone.

Timeline

The Village is required to submit applications by December 31, in order for them to be considered by the State. DCEO will notify successful applications sometime in the third quarter of 2019, and formally approve zones in September or October 2019. The zones would become active on January 1, 2020, and would last for a term of 15 years through December 31, 2035. At the approval of the Enterprise Zone Board, the zone could be extended for an additional 10 years.

RECOMMENDATION:

Recommend approval of an Ordinance designating an Enterprise Zone in the western portion of the Village of Hoffman Estates.

Attachment

ORDINANCE NO. _____ - 2018

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE DESIGNATING AN
ENTERPRISE ZONE IN THE WESTERN PORTION OF
THE VILLAGE OF HOFFMAN ESTATES**

WHEREAS, the Illinois Enterprise Zone Act, 20 ILCS 655/1, *et seq.*, authorizes a municipality by ordinance to designate an area within its jurisdiction as an Enterprise Zone subject to the certification of the Illinois Department of Commerce and Economic Opportunity (“DCEO”), to stimulate business and industrial growth; and

WHEREAS, it is the finding of the Village Board that the establishment of an Enterprise Zone within the boundaries hereinafter described (the “Western Hoffman Estates Enterprise Zone”) is in the best interest of the Village of Hoffman Estates; and

WHEREAS, the Village has, pursuant to the Illinois Enterprise Zone Act, conducted a public hearing within the proposed Western Hoffman Estates Enterprise Zone area on December 3, 2018; and

WHEREAS, it is necessary that a formal application be made for approval of said designation to DCEO in accordance with the provisions of the Illinois Enterprise Zone Act and the terms and provisions of this Ordinance and said application has been compiled and was presented to the Village’s Planning, Building and Zoning Committee on December 10, 2018.

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 the Village of Hoffman Estates hereby designates the “Western Hoffman Estates Enterprise Zone” pursuant to authority granted by the Illinois Enterprise Zone Act, as amended, subject to the approval of DCEO, and subject to the provisions of the Act; and that as established by a unit of government and approved by DCEO, the area of the Western Hoffman Estates Enterprise Zone shall be as described in Exhibit “A” and as outlined in the map in Exhibit “B”, which exhibits are attached to this Ordinance and made a part hereof as though fully stated herein.

Section 2: That pursuant to Section 3(b) of the Act, the term of the Enterprise Zone shall commence with the date the Western Hoffman Estates Enterprise Zone is designated on January 1, 2020 and lasting for a term of 15 (fifteen) calendar years. On January 1, 2033, the Western Hoffman Estates Enterprise Zone designation will be eligible for review by the Illinois Enterprise Zone Board for an additional 10 (ten) year designation beginning on the expiration of the Western Hoffman Estates Enterprise Zone on December 31, 2035.

Section 3: That the Village of Hoffman Estates hereby declares and affirms that the Western Hoffman Estates Enterprise Zone area is qualified for designation as an Enterprise Zone in accordance with the Act, and further affirms that:

- a) The Western Hoffman Estates Enterprise Zone area is a contiguous area;
- b) The Western Hoffman Estates Enterprise Zone area comprises a minimum of one-half square mile and not more than 12 square miles in total area;
- c) The Western Hoffman Estates Enterprise Zone area satisfies at least three of the eleven criteria established by statute, 20 ILCS 655/4 and the DCEO, particularly those for employment opportunities, large scale business closings, vacant structures, tax base improvement plan, public infrastructure improvement plan, career skills programs, and equalized assessed valuation;
- d) On December 3, 2018, the Village of Hoffman Estates conducted a public hearing within the Western Hoffman Estates Enterprise Zone area on the question of whether to create the Western Hoffman Estates Enterprise Zone, what local plans, tax incentives, and other programs should be established in connection with the Western Hoffman Estates Enterprise Zone, and what the boundaries of the Western Hoffman Estates Enterprise Zone should be, and that public notice was given in at least one newspaper of general circulation within the Western Hoffman Estates Enterprise Zone area, not more than 20 days nor less than 5 days before the hearing; and
- e) The Western Hoffman Estates Enterprise Zone is entirely within the Village of Hoffman Estates.

Section 4: That each retailer whose place of business is within the State of Illinois and who makes a sale of building materials to be incorporated into real estate located in the Western Hoffman Estates Enterprise Zone by remodeling, rehabilitation or new construction, may deduct receipts from such sales when calculating the tax imposed pursuant to the Illinois Retailers' Occupation Tax Act,; provided, however, that such remodeling, rehabilitation, or new construction is of the nature and scope for which a building permit is required and has been obtained. The incentive provided by this Section shall commence the first day of the calendar month following the month in which the Western Hoffman Estates Enterprise Zone is designated by the Village and certified by the DCEO, and shall continue for the term of the Western Hoffman Estates Enterprise Zone.

Section 5: That each business that makes an investment of at least \$5 million in the Western Hoffman Estates Enterprise Zone and creates 200 full-time equivalent jobs in Illinois, or invests at least \$175 million in the Western Hoffman Estates Enterprise Zone and creates 150 jobs in Illinois, or invests at least \$20 million in the Western Hoffman Estates Enterprise Zone and retains a minimum of 1000 jobs in Illinois may obtain a state sales tax exemption of 5% and a local sales tax exemption of 1% on gas, electricity and the Illinois Commerce Commission .1% charge; provided, however, that the business submits an application to DCEO as documentation that the job creation or job retention requirements have been met.

Section 6: That each business that makes an investment of at least \$5 million in the Western Hoffman Estates Enterprise Zone and creates 200 full-time equivalent jobs in Illinois, or invests at least \$40 million in the Western Hoffman Estates Enterprise Zone and retains a minimum of 2000 jobs in Illinois, or invests at least \$40 million in the Western Hoffman Estates Enterprise Zone and retains 90% of the jobs in place on date of certification may obtain a state sales tax exemption on tangible personal property that is purchased to be used in the Western Hoffman Estates Enterprise Zone to manufacture personal property for wholesale or retail sale to businesses.

Section 7: That each business that makes investments in qualified property in the Western Hoffman Estates Enterprise Zone shall be eligible for a 0.5% income tax credit against its the state income tax pursuant to the Illinois Income Tax Act.

Section 8: That the position of "Zone Administrator" is hereby created. The Zone Administrator shall be the Director of Development Services, or their designee, and shall be an officer or employee of the Village of Hoffman Estates. The duties of the Zone Administrator shall be performed in addition to the regular duties of the position of Director of Development Services.

It shall be the power and duty of the Zone Administrator to:

- a) Administer the implementation of the provisions of the Illinois Enterprise Zone Act.
- b) Administer the implementation of the provisions of this Ordinance as adopted by the Village of Hoffman Estates.
- c) Act as liaison between the Village of Hoffman Estates and DCEO, other federal, state, and local agencies, and local private organizations.
- d) Recommend designation of future Enterprise Zone Organizations that may be created.

- e) Continually evaluate the Enterprise Zone program and submit an annual report evaluating Enterprise Zone activities to the Hoffman Estates Village Board and DCEO.
- f) Direct the marketing of the Enterprise Zone incentives, programs, and assistance to businesses located both within and outside the Enterprise Zone area.
- g) Have such other duties as specified by the Hoffman Estates Village Board to assure the operation of the Enterprise Zone and implementation of the Enterprise Zone goals and objectives.

Section 9: The Village Clerk is hereby authorized to publish this Ordinance in pamphlet form.

Section 10: That this Ordinance shall be in full force and effect immediately from and after its passage and approval, according to law.

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 Arnett	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2018

Village President

ATTEST:

Village Clerk

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

Exhibit A

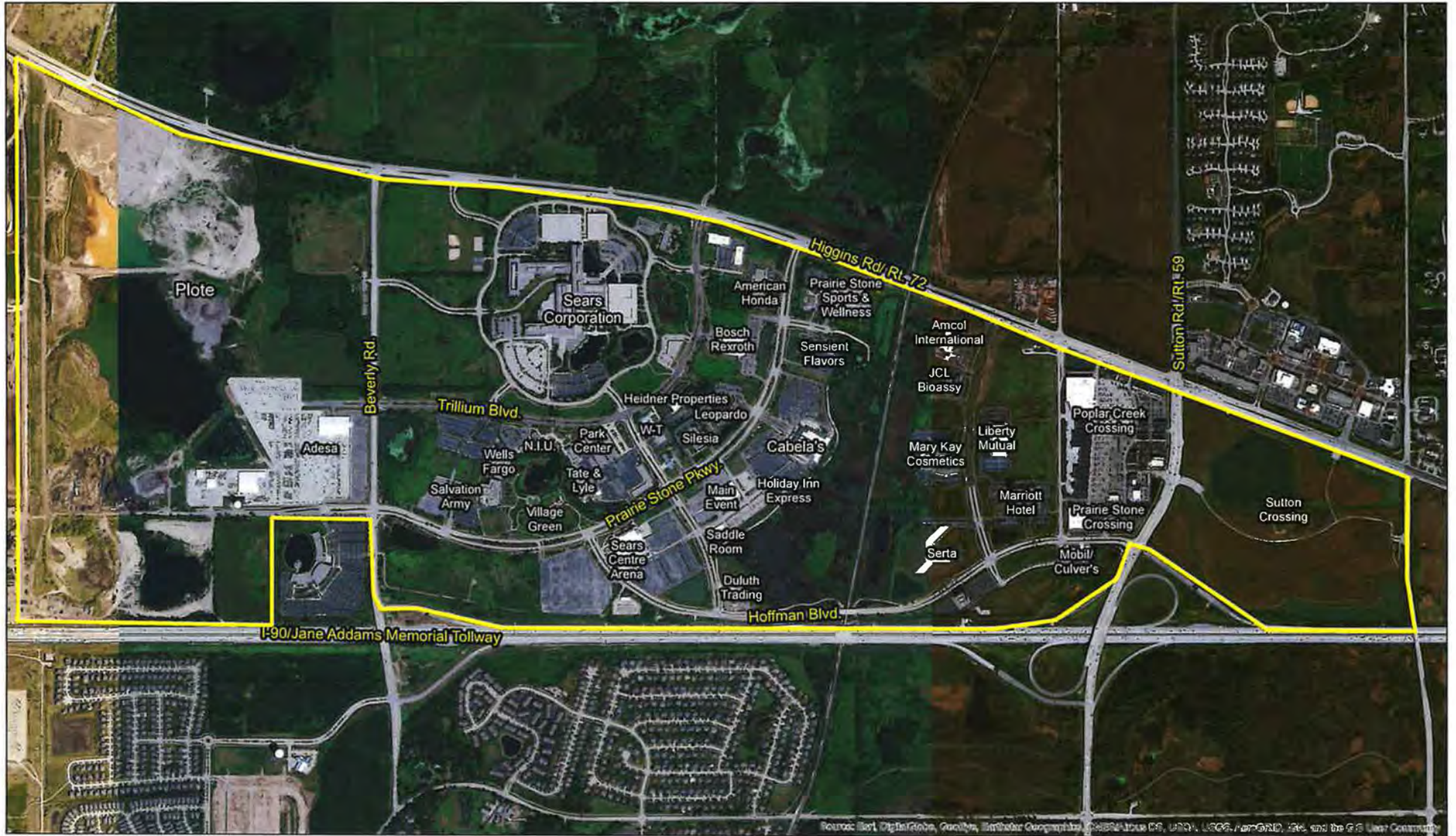
Legal Description of the Western Hoffman Estates Enterprise Zone

That portion of the southwest and southeast quarter section of Section 30 south of Illinois Route 72 and all of Section 31 except the southwest quarter of the southeast quarter section and except that portion of the southeast quarter of the southeast quarter section south of the right of way of the Jane Addams Tollway Interstate 90, and that portion of Section 32 south of Illinois Route 72 and that portion of the northwest quarter section of Section 33 south of Illinois Route 72 and that portion of the southwest quarter section of Section 33 north of the right of way of the Jane Addams Tollway Interstate 90 and that portion of the southeast quarter section of Section 33 north of the right of way of the Jane Addams Tollway Interstate 90 and south of Illinois Route 72, all in Township 42 North, Range 9, east of the Third Principal Meridian in Cook County, Illinois.

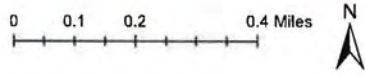
Exhibit B

Boundary Map of the Western Hoffman Estates Enterprise Zone

West Hoffman Estates Proposed Enterprise Zone



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Village of Hoffman Estates
Development Services Department
December 1, 2018

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of a Resolution to induce development interest in property that is within the Village of Hoffman Estates for development as a Redevelopment Project Area (Lakewood Center Redevelopment)

MEETING DATE: December 10, 2018

COMMITTEE: Planning, Building and Zoning

FROM: *M, K* Mark Koplin/Kevin Kramer *HK*

REQUEST: Request approval of a Resolution to induce development interest in property that is within the Village of Hoffman Estates for development as a Redevelopment Project Area (Lakewood Center Redevelopment).

BACKGROUND: AT&T built their 1.2 million square foot headquarters on 200 acres north of the Tollway in 1991. By 2016, the company completely vacated the campus. Staff learned of a similar corporate campus in New Jersey that was undergoing redevelopment into a mixed-use project by Somerset Development. Staff initiated contact and Somerset ended up putting a bid on the property, and at this time, contract agreement to purchase the site.

On May 7, 2018, the Village approved a Development Agreement with Somerset Cityworks for redevelopment of this site. On August 20, 2018, The Village approved rezoning the site to Commercial Mixed-Use. Recently, on November 5, 2018, the Village approved an Ordinance proposing the designation of a Redevelopment Project Area and proposing the approval of a Redevelopment Plan and Project for the Lakewood Center Redevelopment Project Area, convening a Joint Review Board, and calling a public hearing in connection.

DISCUSSION: Somerset would like to redevelop the AT&T campus into a mixed-use development. The existing first floor atrium in the main building would be converted into a "main street" with retail, services, and restaurants facing to the main street. Rather than closing off the building to the public, as with the previous occupant, Somerset would invite the public into the building to visit the businesses along the main street by hosting community, cultural, and business events and other activities to encourage placemaking. A range of potential incentives have been discussed and Somerset would like to proceed with investigation of the potential for adopting a TIF for the Cityworks site.

DISCUSSION: (Cont'd)

TIF law in Illinois provides for the possibility of a municipality adopting an Inducement Resolution. The Inducement Resolution does not commit the municipality to adopting a TIF, but merely states that should a TIF be adopted in the future, certain costs incurred by the owner and the Village to redevelop the property would be considered by the municipality as being eligible for TIF reimbursement. The actual amount to be reimbursed would be determined if, and when, a TIF is established. A draft Resolution, authored by Corporation Counsel and reviewed by Somerset's consultant and attorney, is attached.

The Inducement Resolution, as drafted, provides the following:

- ◆ Cites the TIF Act and acknowledges that the Redevelopment Plan and Project need to be approved by the Village.
- ◆ States that a TIF Eligibility Study needs to be undertaken and the TIF criteria met before a TIF can be considered.
- ◆ Mentions that the type of TIF under consideration would be a blighted TIF (as opposed to a conservation TIF) and incorporates an exhibit which indicates the boundaries of the proposed TIF.
- ◆ States that the Village and the developer will expend funds to determine eligibility, and further, would spend funds prior to potential adoption of a TIF which are not to exceed \$115.75 million and are listed in an exhibit.
- ◆ States that the Village will consider only issuing developer notes for eligible project costs and will not issue debt to reimburse the owner for eligible costs.
- ◆ This Resolution is offered as an inducement for the developer to make improvements at the former AT&T campus, but there is no obligation on the part of the Village to adopt a TIF, only to consider it.
- ◆ Acknowledgement that reinvestment in the former AT&T campus is good for the site, as well as the Village as a whole and the surrounding community.
- ◆ While no specific time limit is incorporated into the Resolution, municipal practice, as well as case law, suggests that the Inducement Resolution is valid for 18 months and could be extended by the Village for several additional months. If a TIF is not adopted by the municipality after 2 to 2-1/2 years, then it would no longer be valid.

As a practical matter, the developer wishes to finalize redevelopment plans for the site and has already initiated the site plan approval process and would like to start construction in 2019. Yet, the developer has also expressed concern that a project of this magnitude cannot be completed without some type of public/private partnership. The Village will also be expending funds that could be reimbursed from a TIF.

FINANCIAL IMPACT:

The Village is under no obligation to adopt a TIF, so there is no financial obligation. Should the Village decide to adopt a TIF, any amounts authorized by the Village as TIF eligible would be reimbursed from incremental property taxes paid by the owner and/or tenants. Thus, in any case, there would be no impact to the Village's General Fund. The property taxes on the site have decreased nearly 70% since it went vacant in 2016, so the Village has already realized a large decrease in property tax income from the property. If the property continues to sit vacant, it would continue to decrease in value.

RECOMMENDATION:

Recommend approval of a Resolution to induce development interest in property that is within the Village of Hoffman Estates for development as a Redevelopment Project Area (Lakewood Center Redevelopment).

Attachment

cc: Ken Gold (Somerset Development)
Fran Lefor Rood (SB Friedman)
Larry Woodard (Miller Canfield)
Jennifer Tammen (Strategia Development Partners)

VILLAGE OF HOFFMAN ESTATES

**A RESOLUTION TO INDUCE DEVELOPMENT INTEREST IN PROPERTY
THAT IS WITHIN THE VILLAGE OF HOFFMAN ESTATES
FOR DEVELOPMENT AS A REDEVELOPMENT PROJECT AREA
(LAKEWOOD CENTER REDEVELOPMENT)**

WHEREAS, the Village of Hoffman Estates, Illinois (the "Village"), is authorized under the Tax Increment Allocation Redevelopment Act, *65 JLCs 11-74.4-1, et seq.* (the "TIF Act") as supplemented and amended by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended, and as further supplemented and, where necessary, superseded, by the provisions of Section 6 of Article VII of the 1970 Constitution of the State of Illinois (collectively, the "Act" or "Acts"), to finance eligible and qualified redevelopment project costs in connection with redevelopment project areas designated in accordance with the conditions and requirements set forth in the TIF Act; and

WHEREAS, the Village hereby finds and determines that the assistance and financing requested herein will serve the public purposes of the Village; and

WHEREAS, pursuant to the TIF Act, to implement tax increment financing, it is necessary for the Village to approve a redevelopment plan and redevelopment project, designate a redevelopment project area by finding, *inter alia*, that the area qualifies pursuant to statutory requirements and that the redevelopment project area on the whole has not been subjected to growth and development through private enterprise and would not reasonably be anticipated to be developed without the adoption of a redevelopment plan and project (the "Redevelopment Plan" and "Project"), and adopt tax increment allocation financing for said redevelopment project area; and

WHEREAS, the Village has undertaken an eligibility study to determine whether an area of the Village (herein referred to as the "Former AT&T Campus" or the "Lakewood Center Redevelopment Redevelopment") may qualify as a blighted area, pursuant to the provisions of the TIF Act as a "blighted area" as specifically defined in Section 11-74.4-3(b) of the TIF Act ("Blighted Area"), and to undertake additional

research necessary to document a lack of growth and development through private enterprise, so that all or a portion of the Former AT&T Campus may be designated as a redevelopment project area; and

WHEREAS, the exact extent and boundaries of the Lakewood Campus are generally delineated on Exhibit A attached hereto, and that the actual redevelopment project area to be established may contain more or less land than that shown on Exhibit A or may be amended or added to in the future; and

WHEREAS, the Village reasonably anticipates Somerset Development, LLC and Hoffman Estates Acquisitions, LLC ("Developers") will expend certain funds to determine eligibility of the proposed Lakewood Center Redevelopment and to prepare the required eligibility study and Redevelopment Plan, in the event the Village Corporate Authorities determine by formal action to implement tax increment financing for all or a portion of the proposed Lakewood Center Redevelopment; and

WHEREAS, the Village reasonably anticipates the Developers and the Village will expend other funds in furtherance of the objectives of the anticipated Redevelopment Plan; and

WHEREAS, it is the intent of the Village to reimburse itself and the Developers for such expenditures from incremental property taxes derived from the proposed Lakewood Center Redevelopment, if the Lakewood Center Redevelopment is designated under the TIF Act; and

WHEREAS, the Village wishes to take actions and encourage the Developers of the Lakewood Center Redevelopment to pursue plans for redevelopment, land preparation or building renovations and make such expenditures as are eligible and reasonably necessary (the "Expenditures"); and

WHEREAS, although Developers will currently pursue such plans and make such Expenditures at their own risk, it is appropriate that they do so with confidence that (i) said Expenditures, as estimated and detailed on Exhibit B attached hereto and made a part hereof, may be allowable redevelopment project costs under the Redevelopment Plan, if

such Redevelopment Plan is approved and (ii) certain Expenditures may be reimbursable pursuant to the Redevelopment Plan if and to the extent they are approved pursuant to one or more redevelopment agreements between the Village and the Developers; and

WHEREAS, the Developers of real property located within the Lakewood Center Redevelopment now contemplate that (i) they will use funds from sources, other than incremental property taxes, which are or will be available to them on a short-term basis, in order to pay such Expenditures, (ii) some or all of such Expenditures will constitute eligible "redevelopment project costs" (as defined in the TIF Act) prior to the designation of the redevelopment project area and execution of any redevelopment agreements with the Village and (iii) the Village may reimburse some or all of said Expenditures which constitute eligible redevelopment project costs with incremental property taxes to be derived from the redevelopment project area, in the event that the Lakewood Center Redevelopment is designated pursuant to the Act and secured by such incremental property taxes; and

WHEREAS, certain eligible redevelopment project costs, including such Expenditures and additional costs for the Project, may be incurred by the Developers and/or the Village on or after the passage of this Resolution but prior to the designation of the redevelopment project area and/or issuance by the Village of any obligations to pay or reimburse said costs; and

WHEREAS, the purpose of any proposed Redevelopment Plan and Project will be to generate private investment in the Lakewood Center Redevelopment, thereby eliminating conditions that may lead to blight and providing for the long-term sound growth of the Village:

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

Section 1: The recitals set forth above are material to this Resolution and are hereby incorporated as Section 1 of this Resolution as if fully set forth herein.

Section 2: The Village Corporate Authorities have reviewed the proposed Lakewood Center Redevelopment and its condition and circumstances and, at this time, concludes that it is reasonable to anticipate that a redevelopment plan may be approved for the Lakewood Center Redevelopment as a blighted area and that preliminary and other expenditures in furtherance of the redevelopment plan and project will be eligible "redevelopment project costs" under the TIF Act and in the redevelopment plan as approved, provided that this Resolution shall not be deemed to be a guarantee that any such Redevelopment Plan will be approved.

Section 3: This resolution is adopted for purposes of inducing the Developers of real property located in the Lakewood Center Redevelopment to proceed with the Project and to pay or incur Expenditures as estimated on Exhibit B, pending approval of a Redevelopment Plan, designation of a redevelopment project area, adoption of tax increment financing and execution of one or more redevelopment agreements.

Section 4: The Corporate Authorities hereby declare the official intent of the Municipality is to finance any Expenditures or Eligible Costs with Tax Increment Revenues to be derived from the tax increment financing for all or some part of the Site under the TIF Act and to reimburse any such Expenditures or Eligible Costs incurred by the Municipality or incurred by the Developers to the extent authorized by redevelopment agreements from such Tax Increment Revenues. This official intent is made under and pursuant to Section 1.150-2 of the Income Tax Regulations of the Internal Revenue Code of 1986, as amended, and shall be applicable, if at all, if, as and when any such Tax Increment Revenues or bond proceeds become available.

Section 5: From and after the passage and approval of this Resolution, the proper officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things as may be necessary or required to carry out the intent and accomplish the purposes of this Resolution in accordance with the TIF Act.

Section 6: This Resolution or any adoption of an eligibility study, Redevelopment Plan or redevelopment project area shall not obligate the Village to reimburse any third party (including, without limitation, the Developer of the real property located within the

Lakewood Center Redevelopment area) for any Expenditures or any eligible redevelopment project costs and shall not obligate the Village to finance eligible redevelopment project costs via a bond issuance or other debt.

Section 7: Severability Clause. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 8: This Resolution 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

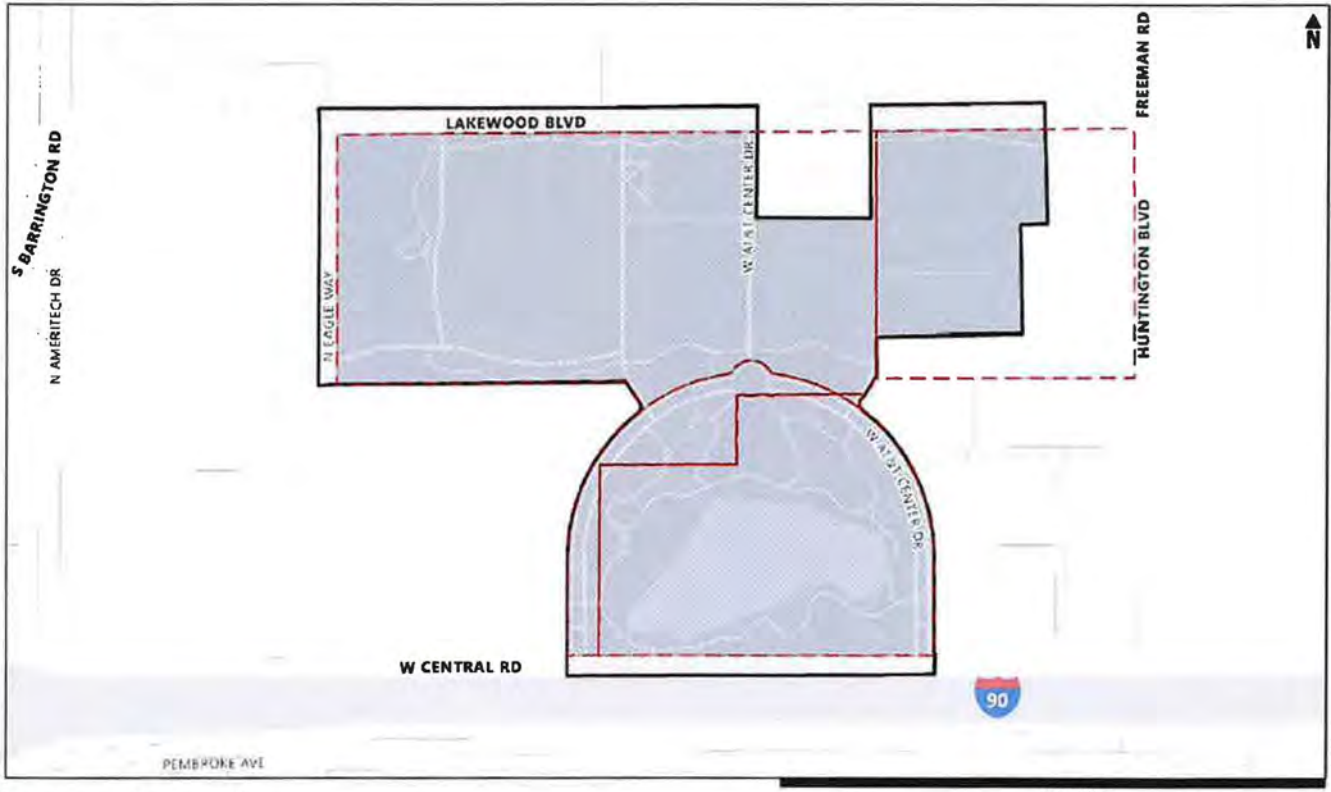
Village President




ATTEST:

Village Clerk

EXHIBIT A

LAKEWOOD CENTER REDEVELOPMENT PROJECT AREA BOUNDARY



-  Proposed RPA Boundary [1]
-  Existing Parcels Intersecting Proposed Boundary
-  Proposed RPA Parcels [1]

0.5 Miles

EXHIBIT B

REDEVELOPMENT PROJECT COSTS

The Village of Hoffman Estates Redevelopment Project Costs include, but shall not exceed, the sum total of all reasonable and necessary costs incurred, or estimated to be incurred, and any such costs incidental to the Redevelopment Plan, including the following:

Estimated Redevelopment Costs

Eligible Expenses	PROJECTED COSTS
Administration and Professional Service Costs	\$4,000,000
Property Assembly	\$19,000,000
Site Preparation Costs	\$1,000,000
Costs of Building Rehabilitation	\$74,000,000
Site marketing Costs	\$10,000,000
Costs of Construction of Public Works or Improvements	\$6,000,000
Costs of Job Training or Retraining (businesses)	\$250,000
Taxing District Capital Costs	\$250,000
Costs of Job Training (Community College)	\$250,000
Interest Costs (Developer or Property Owner)	\$1,000,000
Total Redevelopment Project Costs	\$115,750,000



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

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

December 10, 2018

PLANNING AND ZONING COMMISSION MEETINGS

December 5, 2018 Meeting

- 1835 West Parkside Drive – Residential Setback Variation for pool

December 19, 2018 Meeting

- Canceled due to lack of agenda items

January 2, 2019 Upcoming Meeting

- No agenda items scheduled at this time

CURRENT ACTIVE PROJECT REVIEWS

- Hoffman Plaza, Golf/Roselle/Higgins Roads and 75/85 Golf Road – Plat of resubdivision
- Mariano's, 2575 W Golf Rd – Site plan amendment for vehicle charging stations
- Buona Beef, Barrington Square Town Center – Site Plan and Plat of Resubdivision for demo and replace current Buona building.
- McDonalds, 2580 W Golf Road – Site plan amendment for façade changes, small building addition and master sign plan
- 1000 W Golf Road, Mercedes-Benz – Signage, and site plan changes
- BMO Harris Bank, 1400 Gannon Dr – Site plan amendment for new bank and retail building
- Former Clark Gas Station and Car Wash, Golf/Barrington – Site plan for redevelopment with retail building
- 830 N. Roselle (former Beef Shack) – Site Plan Amendment for new restaurant tenant (QP Greek Restaurant)
- Moretti's – Special Use for Banquet facility (former Sweet Caroline's) and Master Sign Plan
- 80 W Higgins Rd, former Hoffman Lanes – Site Plan for redevelopment
- Cabela's – 5225 Prairie Stone Pkwy – Plat of resubdivision and site plan amendment for outlots
- 2595 W. Golf Rd. – Site plan amendment for new retail building.
- Quality Inn, 2075 Barrington Rd – Special use for change in ownership and ground sign setback variation

POTENTIAL UPCOMING PROJECTS

- Hoffman Plaza, NE Corner Roselle & Higgins (former Shell) - Site plan for new outbuilding
- Hoffman Plaza, East Side Roselle Road – site plan for 2 new outlot buildings
- Hoffman Plaza, North Side Higgins Road (former Burger King) – Site plan for new outlot building
- Somerset Mixed Use Project, Lakewood campus – Site Plan to reoccupy existing building
- Somerset Mixed Use Project, Lakewood campus – Site Plan to construct new townhomes and apartments
- Blackberry Falls Offices – Master Sign Plan Amendment
- 2354 - 2360 Hassell Rd. Offices – Site plan amendment for retail uses sidewalks, landscaping and other site changes
- 1680 Heron Way - Site plan approval for new individual home in Yorkshire Woods Subdivision
- SEC Rohrssen Road & Golf Road – Annexation, Site Plan for Hindu Wellness Center & Temple and homes
- Adesa Phase II Expansion (Beverly Road & PSP)
- Greenspoint Office Park, 2730 Higgins Rd – Site Plan Amendment for outdoor seating and recreational upgrades
- Los Fernandez Restaurant, 2557 W Golf Rd – Site Plan Amendment for outdoor seating
- Cross Kicks Fitness, 2567 W Golf Rd – Special Use for change in ownership

GENERAL ACTIVITIES

- The Planning Division processed 1 FOIAs and 0 Zoning Verification Letter in November
- As part of Phase 1 of the West Area Plan process, the consultant (Lakota) is hosting stakeholder meetings to obtain input from area businesses, landowners, brokers, and others. Phase 1 information gathering will continue through December.

Site Plan Review Process	November		4 th Quarter		Year to Date	
Number of administrative site plan cases completed	1	100% completed	1	75% completed	12	83% completed
Number of PZC site plan cases completed	0	administratively	0	administratively	1	administratively
Annual goal is to complete at least 65% of site plan cases through administrative review process						

Site Plan Review Timing	November		4 th Quarter		Year to Date	
Number of cases processed within 105 days	1	100% completed within 105 days	1	100% completed within 105 days	12	100% completed within 105 days
Annual goal is to complete 100% of cases within 105 days						

Coordinating Planning & Code Efforts	November	4 th Quarter	Year to Date	Year Target
Number of staff coordination meetings held	4	9	44	48

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

- Six proposals were received on November 6th for the HVAC Replacement Project at the Children’s Advocacy Center (CAC). Staff worked with the CAC and other funding entities to select a HVAC contractor and perform background checks.
- Staff coordinated the creation of a Cook County bid approval packet with the CAC, the packet then sent to Cook County in late November for County review. After Cook County approval, Village staff can provide assistance in the creation of the CAC/contractor agreement.
- Staff prepared reimbursement documents for Village CDBG administrative expense incurred during the 2017 program year, which ended on September 30, 2018. Draws will be made in mid-December.
- Staff is working on the Consolidated Annual Performance and Evaluation Report (CAPER) to summarize program year 2017 accomplishments. The report will be posted to the Village website and a public hearing will take place in late December. The report will be submitted to HUD in time to meet the December 31, 2018 deadline.

The information below is for the 2018 CDBG Program Year (October 1, 2018 through September 30, 2019):

CDBG Expenditures and Reporting Ratio	November	1st Quarter*	Year to Date	Current Reporting Ratio
	\$0	\$168,386.95	\$168,386.95	1.52
*Current Reporting Ratio equals ratio of unspent funds to total allocated funds in program year. Permitted to hold up to 1.5 of yearly allocation.				

Housing Program Goals	November	1st Quarter*	Year to Date	Year Target
Rehabilitation Projects completed	0	0	0	3
Housing & related issues education pieces released	0	0	0	5

*The 1st quarter of a CDBG Program Year runs from October 1 through December 31, 2018.



**VILLAGE OF HOFFMAN ESTATES
DEPARTMENT OF DEVELOPMENT SERVICES
CODE ENFORCEMENT DIVISION MONTHLY REPORT**

SUBMITTED TO: PLANNING, BUILDING & ZONING COMMITTEE

BY: Peter Gugliotta, Director of Planning, Building and Code Enforcement *PG*

December 2018

GENERAL ACTIVITIES

- On November 2, 2018, Tim Meyer, Tony Knuth & Ray Norton attended the NWBOCA fall school training session on HVAC Systems, Dampers and Inspection Items & Load Paths in Schaumburg.
- On November 5-6, 2018, David Banaszynski attended the IEHA's annual education conference at Starved Rock.
- On November 9, 2018, Tim Meyer, Tony Knuth, Ray Norton & John Shogren attended the NWBOCA fall school training session on 2012 IRC Fundamentals for Mechanical, Fuel Gas, Plumbing & Electrical Provisions in Schaumburg.
- On November 15, 2018, Craig Solick attended the SBOC meeting & training seminar on Sprinkler Installations & the Code in Lombard.
- On November 15, 2018, David Banaszynski attended the SBOH meeting.
- On November 16, 2018, Kala Kuttentberg, Jeff Mattes, Kathleen Kuffer, Alex Zaborowski, Craig Solick & David Banaszynski attended the NWBOCA fall school training session on Understanding Emergency Call Outs in Schaumburg.
- On November 28, 2018, John Shogren attended a continuing education class, OSHA, and water distribution system class in Itasca.
- Code Enforcement processed a total of 29 Freedom of Information Act requests related to building and code issues during the month of November.
- A total of 39 new single family homes are in various stages of construction. At this time, Code has begun issuing temporary occupancy permits for new homes due to the fact that weather precludes completion of most exterior items. All temporary occupancies are required to be finalized by the end of May.

RENTAL HOUSING LICENSE AND INSPECTION PROGRAM

- There are currently 2,160 rental properties registered. This includes 1,485 single family and townhome units (69%) and 675 condominium units (31%).
- The vacant full time Code Enforcement Officer position is being advertised with a potential start date in January. This position will be primarily dedicated to rental inspections.
- Annual rental registration renewal reminder letters were mailed November 21st and owners have until January 18, 2019 to renew. As of December 5th, more than 550 renewals had been submitted for 2019.

2018 Construction Inspections

Inspection	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2018 YTD	2017 Total
Structural	85	211	130	142	152	136	133	186	118	105	118	0	1516	1063
Electrical	32	50	34	41	29	38	28	43	25	40	34	0	394	395
Plumbing	77	106	84	96	73	64	76	57	65	78	79	0	855	847
Mechanical	16	54	15	50	20	23	29	20	11	21	26	0	285	314
Other	70	127	70	67	60	53	60	73	55	87	89	0	811	868
Fence	10	5	23	15	35	31	21	18	19	14	8	0	199	254
Roof/Siding	60	100	92	94	56	104	148	107	69	46	68	0	944	840
Patio/Driveway	12	54	78	100	103	110	115	97	132	120	74	0	995	1085
Deck	0	0	3	2	7	6	13	16	5	7	3	0	62	43
Shed	3	11	6	4	6	3	6	5	5	3	5	0	57	48
Sewer	8	2	4	3	1	5	3	3	10	9	3	0	51	50
2018 Total	373	720	539	614	542	573	632	625	514	530	507	0	6169	
2017 Total	326	644	676	390	442	533	476	547	439	420	433	481		5807

2018 Fire Inspections

Inspection	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Annual	70	26	112	105	166	159	133	86	77	78	54	0	1066
Reinspections	0	19	11	46	34	42	44	84	58	30	52	0	420
Business Licenses	7	5	15	11	5	16	38	31	13	17	7	0	165
Total	77	50	138	162	205	217	215	201	148	125	113	0	1651

There are approximately 2,010 total addresses subject to annual Fire inspections (this number fluctuates based on businesses opening/closing).

2018 Rental Inspections

Inspection	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Annual	91	247	322	178	146	93	134	144	156	277	199	0	1987
Reinspections	114	75	110	149	97	60	60	47	68	70	102	0	952
Total	205	322	432	327	243	153	194	191	224	347	301	0	2939

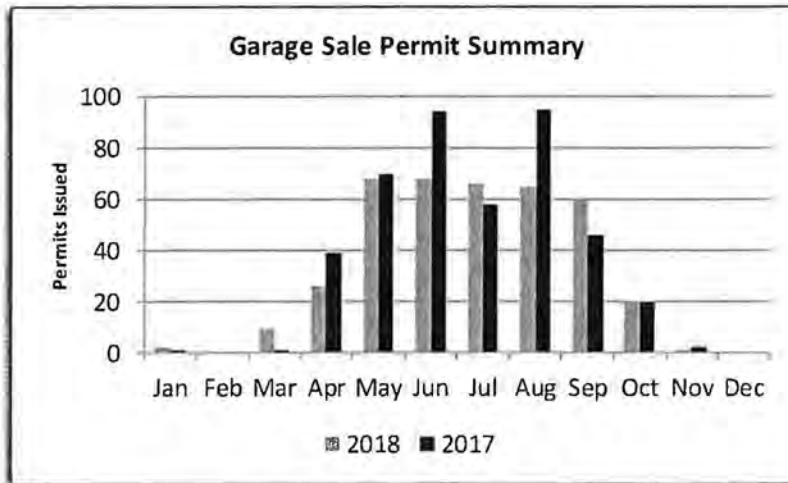
There are approximately 2,160 total rental properties subject to annual inspections (this number fluctuates based on new registrants and owners who choose to no longer rent their properties).

Inspection Services Performance	November	4 th Quarter	Year to Date	Year Target
Percentage of building inspections within 24 hr. notice	98%	98%	97%	95% within 24 hr. notice
Percentage of annual fire inspections completed	2.7%	6.6%	53.0%	95% of total*
Percentage of annual rental inspections completed	9.2%	22.0%	92.0%	100% of total*

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

Garage Sales

Year	2018	2017
Jan	2	1
Feb	0	0
Mar	9	1
Apr	26	39
May	68	70
Jun	68	94
Jul	66	58
Aug	65	95
Sep	60	46
Oct	20	20
Nov	1	2
Dec	0	0
Total	385	426

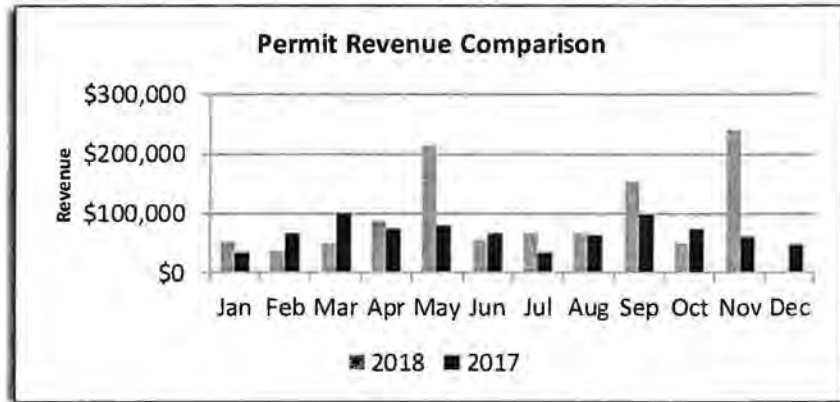


2018 Building and Fire Permits Issued

Permit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2018 YTD	2017 Total
Building Permits														
Commercial Remodeling	4	1	9	8	8	5	11	8	6	7	8	0	75	85
Community Residence	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Demolition	1	0	1	0	1	0	0	1	1	0	2	0	7	16
Driveways	1	1	10	22	36	56	26	35	37	25	12	0	261	286
Electrical	4	5	4	2	4	6	2	0	6	7	4	0	44	27
Fences	0	0	8	20	33	25	16	32	22	16	7	0	179	211
Mechanical	9	15	15	16	26	19	24	17	14	16	18	0	189	214
Miscellaneous Permits	21	19	19	39	49	37	47	60	50	54	41	0	436	492
Multi-Family Remodeling	0	2	0	1	0	1	2	13	0	1	0	0	20	10
New Commercial	0	0	0	0	0	0	0	0	1	0	1	0	2	0
Plumbing	18	14	20	19	20	15	19	13	23	30	17	0	208	258
Pools	0	0	0	0	1	2	5	1	1	0	0	0	10	12
Residential Decks & Patios	1	2	10	18	31	37	30	33	16	16	3	0	197	201
Residential Garages	0	0	0	1	0	0	0	0	2	0	1	0	4	7
Residential Remodeling	18	19	24	23	28	15	25	30	15	18	9	0	224	211
Residential Sheds	0	0	1	3	3	4	3	4	4	4	3	0	29	51
Roofs/Siding	39	7	29	53	79	122	89	91	79	96	36	0	720	874
Signs	11	10	6	3	12	8	4	2	5	10	10	0	81	75
New Single Family Residences	7	6	8	9	10	2	2	7	8	4	5	0	68	59
Fire Permits														
Automatic Fire Alarms	4	1	4	4	8	7	1	2	8	2	1	0	42	49
Fuel Storage Tanks	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Hood & Duct	1	1	0	0	0	0	0	1	1	1	1	0	6	7
Automatic Sprinklers	17	14	9	14	8	18	11	3	6	3	2	0	105	106
Lock Boxes	4	0	0	1	3	2	2	7	2	0	0	0	21	12
Other	1	0	2	1	0	0	2	1	0	25	3	0	35	41
2018 Total	161	117	179	257	360	381	321	361	307	335	184	0	2963	
2017 Total	100	163	177	259	330	390	273	407	470	347	255	134		3305

Permit Revenue

Year	2018	2017
Jan	\$51,874	\$33,383
Feb	\$37,425	\$65,665
Mar	\$50,680	\$100,878
Apr	\$85,798	\$72,363
May	\$214,381	\$79,067
Jun	\$54,036	\$64,310
Jul	\$66,787	\$33,652
Aug	\$64,522	\$63,827
Sep	\$152,980	\$98,244
Oct	\$50,855	\$73,442
Nov	\$240,800	\$60,428
Dec	\$0	\$46,715
Total	\$1,070,138	\$791,974



2018 Budget: \$710,000

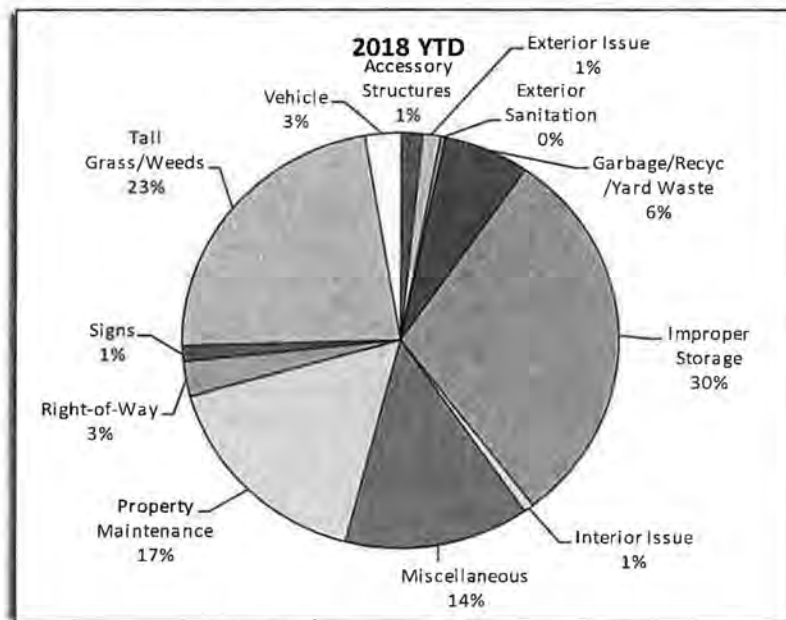
Total Revenue includes building permits, fire permits and Temporary Certificates of Occupancy.

Building Permit Processing Performance	November	4th Quarter	Year to Date	Year Target
Percentage of permits entered in computer within 24 hours of submittal	98%	97%	96%	95% within 24 hours
Percentage of permit plan reviews completed within 10 business days	98%	98%	97%	95% within 10 days
Percentage of final permits processed within 48 hours of plan approval	98%	97%	97%	90% within 48 hours

Note: During October there was 1 full time Customer Service Representative position vacant – these positions are responsible for processing building permits, among many other tasks.

2018 Property Maintenance Summary Report

Violation	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2018 YTD	2017 Total
Accessory Structures	0	5	1	12	4	3	1	3	0	0	0	0	29	50
Exterior Issue	1	2	0	3	2	2	4	5	1	2	2	0	24	25
Exterior Sanitation	0	0	0	1	2	0	0	2	1	0	0	0	6	8
Garbage/Recyc/Yard Waste	4	14	2	3	10	29	30	18	3	2	0	0	115	89
Improper Storage	0	3	4	19	40	170	178	116	8	1	1	0	540	101
Interior Issue	3	5	0	0	2	1	1	0	0	1	1	0	14	24
Miscellaneous	16	10	68	27	15	25	28	16	18	19	6	0	248	281
Property Maintenance	7	18	25	18	58	55	34	39	25	8	13	0	300	287
Right-of-Way	3	1	4	4	5	4	9	11	3	4	1	0	49	56
Signs	3	4	5	2	1	1	0	0	0	2	4	0	22	16
Tall Grass/Weeds	0	0	0	0	146	94	49	80	37	4	1	0	411	257
Vehicle	5	0	3	3	10	1	13	11	0	1	1	0	48	56
2018 Total	42	62	112	92	295	385	347	301	96	44	30	0	1806	
2017 Total	53	70	102	97	243	187	145	130	72	55	46	50		1250



2018 Citations Issued

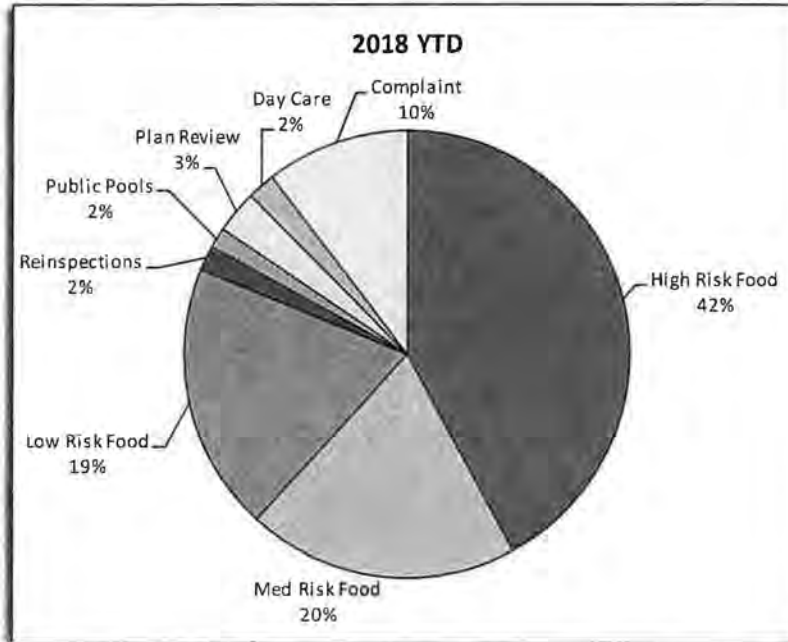
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
43	144	155	35	161	105	112	140	111	110	38	0	1154

Inspection Services Performance	November	4 th Quarter	Year to Date	Year Target
Percentage of property maintenance inspections completed within 24 hours of notice	98%	97%	97%	95% within 24 hr. notice

Note: There is currently 1 part time Code Enforcement Officer position vacant.

2018 Environmental Health Inspection Report

Activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
High Risk Food	36	37	5	0	36	39	1	0	33	40	3	0	230
Med Risk Food	1	0	35	39	0	1	0	0	0	2	30	0	108
Low Risk Food	4	0	0	0	0	1	45	49	2	2	3	0	106
Reinspections	1	0	1	0	3	0	3	0	0	1	1	0	10
Public Pools	0	0	0	0	7	0	1	0	0	0	0	0	8
Plan Review	0	0	0	0	2	2	5	5	1	1	1	0	17
Day Care	0	0	4	5	0	0	0	0	0	0	2	0	11
Complaint	5	5	7	2	4	1	5	8	5	7	8	0	57
Total	47	42	52	46	52	44	60	62	41	53	48	0	547



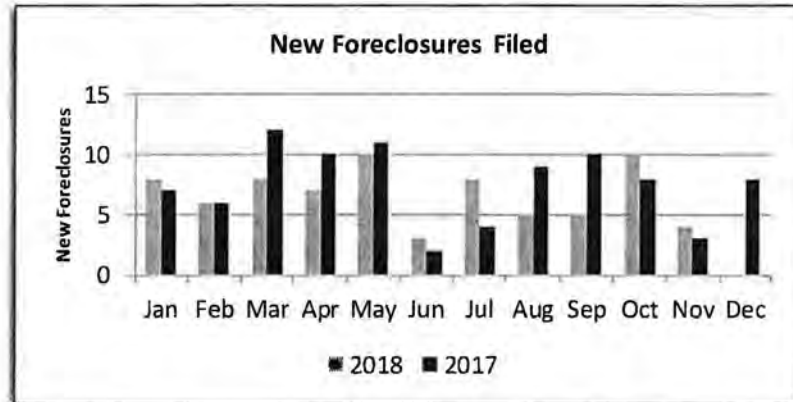
Food establishments are divided into the risk categories of high, moderate or low, and planned inspections are performed three, two, or one time each year respectively. A high risk establishment presents a high relative risk of causing foodborne illness based on the large number of food handling operations typically implicated in foodborne outbreaks and/or the type of population served by the facility. There are approximately 265 facilities that require a total of approximately 510 planned inspections throughout the year (this number fluctuates based on businesses opening/closing).

Health Inspections Performance	November	4 th Quarter	Year to Date	Year Target
Percentage of annual food health inspections completed	7.1%	15.7%	87.1%	100% of total

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

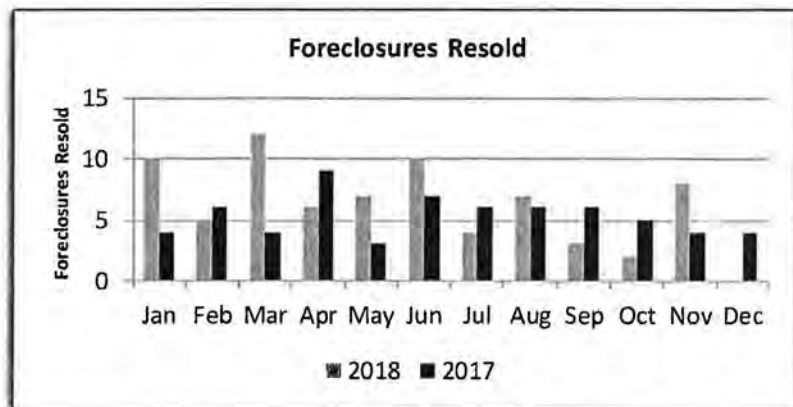
New Foreclosures Filed

Year	2018	2017
Jan	8	7
Feb	6	6
Mar	8	12
Apr	7	10
May	10	11
Jun	3	2
Jul	8	4
Aug	5	9
Sep	5	10
Oct	10	8
Nov	4	3
Dec	0	8
Total	74	90



Foreclosures Resold

Year	2018	2017
Jan	10	4
Feb	5	6
Mar	12	4
Apr	6	9
May	7	3
Jun	10	7
Jul	4	6
Aug	7	6
Sep	3	6
Oct	2	5
Nov	8	4
Dec	0	4
Total	74	64



Historical Foreclosure Information

	2011	2012	2013	2014	2015	2016	2017
Foreclosures Filed	312	620	208	139	81	68	90

ECONOMIC DEVELOPMENT & TOURISM MONTHLY REPORT



DECEMBER 2018

General

- Ongoing calls, emails and meetings with land owners, brokers and property owners about potential development or issues in Hoffman Estates.
- Updated the Village's available properties online database on a weekly basis.
- Finalizing agreements with property owners for new gateway signs in the 59-90 entertainment district.
- Staff continued to attend meetings regarding Next Level Northwest and solicited applications for companies to be a part of the program in Hoffman Estates.
- Staff continued to work on the sale of Old Fire Station 24 with legal to WT Engineering. The purchase and sale agreement and subsequent lease agreement are on the PB&Z agenda on the agenda in December.
- Staff worked with Somerset Development and their team, along with the Village-hired consultant on the redevelopment of the Lakewood Campus. A JRB meeting was held for the TIF and subsequent meetings have been held to discuss a redevelopment agreement.
- Attended meetings with The Lakota Group who is developing a sub-area plan for the western portion of Hoffman Estates. Also coordinated and attended various stakeholder meetings with representatives from the western portion of the Village.
- Completed liaison duties to the Arts Commission by attending meetings, coordinating contracts and paperwork for events.
- Staff spend most of November and December completing an application for an Enterprise Zone in the western portion of Hoffman Estates. The proposed zone would encompass an around generally bounded by Rt. 72 on the north, Bartlett Rd on the east, I-90 on the south, and the county line on the west. The more than 100 page application includes 11 criteria of which at least 3 must be met with points awarded for partial credit as well. The application should score well according to the DCEO criteria. A required ordinance designating the area as an Enterprise Zone is on the PB&Z agenda in December.
- Staff continued to make contact with targeted companies for a formal business visit in 2018. One more is scheduled for this year with more companies being contacted.
- Economic Development staff attended the:
 - Monthly Board and Membership Committee meetings of the Chamber of Commerce
 - Quarterly Chamber New Member Reception
 - Monthly Board and design team meetings of Next Level Northwest
 - Quarterly GCAMP Meeting – Closing the skills gap

Retail - ICSC

- Mr. Kramer continued planning a major P3 event taking place on March 14, 2019 focused as a catalyst for retail. Speakers from around the county will be coming in to provide insights with the purpose of the day centered around education rather than just deal making.
- Preparations for the RECon show in Las Vegas have continued with booth, conference registrations and hotel reservations completed. Staff added to lists for scheduling meetings and targeting new developers for investment in Hoffman Estates.

Tourism

BUSINESS LEDGER HOSPITALITY EXPO - STONEGATE - NOVEMBER 8, 2018

- Hosted by the Business Ledger (Daily Herald Publication) each year, this Expo draws an audience of meeting and event planners. The event provides a great opportunity to highlight the SCA, Windy City Bulls games, attractions, and hotels as destinations for fun for all groups. This year, the Tourism Office booth offered guests the opportunity to chill with their buds at the Mother Truckin' Beer Fest, fire up the gang at a Windy City Bulls game, or purchase a gift package from any of our great hotels. Our booth drew attention and engaged guests with a snowball toss hoops game to win a \$5 discount Beer Fest ticket or a chance to attend a Windy City Bulls game. Special thanks to the SCA and Windy City Bulls for providing booth materials and prizes. We received the email database of the nearly 800 meeting and event planners that attended the Expo upon conclusion. We circulated the list to the SCA, Windy City Bulls, and hotels for their use and outreach.

INTERNATIONAL HANDBALL FEDERATION DELEGATE SITE TOUR - SCA - NOVEMBER 20, 2018

- The Elgin/Fox Valley Convention and Visitors Bureau invited the Tourism Office to meet and strategize with the Handball Organization housing out of LifeZone 360 in West Dundee. The local IHF representative was requesting assistance to develop a proposal to draw the US Olympic Handball Team to West Dundee in a residency program. This led to discussions of future competitive events that could be held at the SCA. The proven ability of the SCA to host and develop world-class athletic events (US Skating, US Volleyball, US Gymnastics, etc.) drew the interest of the IHF delegation. The site visit drew 18 IHF delegates from around the world. Mayor McLeod and Mayor Kaplan (Elgin) were on hand to welcome the delegation. The SCA hosted the tour so successfully the IHF requested the local contact investigate dates for 2019 and 2020.

MEETINGS/ACTIVITIES

- Lunch with Salvation Army special events director to discuss bringing their annual congress event back to SCA
- Celtic Fest recap meeting
- Senior Commission meeting and Harvest Luncheon

Tourism (Cont.)

- Email blast to create broader awareness for Heavenly Brew Fest - Shop with a Cop fundraiser.
- Shop with a Cop Committee meeting
- 4th of July Commission Special November meeting
- Provided contacts for guest speakers to Conant High School Young Business Professionals
- Provided new Village Transportation Company contacts for Police Department Truck Convoy Fundraiser for Special Olympics.
- Outreach to Travelex to collaborate with their Irish/Scottish travel bureau contacts to exhibit at Celtic Fest.
- Assisting with plans for the Village annual Volunteer Appreciation Dinner.
- Arranged meeting room for the Western Area Plan Consultation meetings at Chicago Marriott NW.
- Connected Somerset Developers with Hilton Garden Inn who hosted their stay during November meetings.
- Email blasts and direct outreach to universities that attended last year's Midlands Tournament but have not reserved blocks of rooms.
- Ongoing efforts to place wrestling teams still looking for reservations with Village hotels during the Midlands Tournament.



Kevin Kramer, Director of Economic Development



Linda Scheck, Director of Tourism & Business Retention