

*This meeting is being held via telephonic attendance.*

**AGENDA**  
**PLANNING, BUILDING AND ZONING COMMITTEE**  
**Village of Hoffman Estates**  
**September 14, 2020**

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

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

**I. Roll Call**

**II. Approval of Minutes -** August 3, 2020  
September 8, 2020 (*Special Meeting*)

**NEW BUSINESS**

1. Request by Hoffmann Alpha Omega Development Group LLC for a courtesy review to redevelop the vacant building at 2575 West Higgins Road with a gas station, convenience store, and restaurants.
2. Request approval of Barrington Square Town Center TIF Reimbursement Request #5 in the amount of \$4,703,954.84.
3. Request by DMG MORI USA, Inc. for a Resolution supporting a Cook County Class 6B classification renewal application for property tax assessment purposes for the existing DMG Mori facility located at 2400 Huntington Boulevard.
4. Request approval of a Resolution authorizing the Village President to enter into a Purchase and Sale Agreement with ABYGOLF, INC for the sale of 75-85 East Golf Road.

**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](http://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.*

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

August 3, 2020

**I. Roll Call**

**Members in Attendance:**

**Gary Stanton, Chair  
Karen Arnet, Vice-Chair  
Karen Mills, Trustee  
Anna Newell, Trustee  
Gary Pilafas, Trustee (via electronic attendance)  
Michael Gaeta, Trustee  
Mayor William D. McLeod**

**Management Team Members  
in Attendance:**

**Art Janura, Corporation Counsel  
Dan O'Malley, Deputy Village Manager  
Pat Fortunato, Fire Chief  
Peter Gugliotta, Dir. Dev Services  
Mike Hankey, Dir. Trans and Engineering  
Patrick Seger, Dir. HRM  
Patti Cross, Asst. Corporation Counsel  
Rachel Musiala, Finance Director  
Bev Romanoff, Village Clerk  
Suzanne Ostrovsky, Asst. to the Village Mgr.  
Mark Koplin, Consultant/Arena  
Michael Czopek, Dir. of Partnerships/Arena**

The Planning, Building & Zoning Committee meeting was called to order at 7:01 p.m.

**II. Approval of Minutes – July 6, 2020  
July 201, 2020 (Special)**

Motion by Trustee Gaeta, seconded by Trustee Arnet, to approve the Planning, Building & Zoning Committee meeting minutes of July 6, 2020. Voice vote taken. All ayes. Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Arnet, to approve the Special Planning, Building & Zoning Committee meeting minutes of July 20, 2020. Voice vote taken. All ayes. Motion carried.

**NEW BUSINESS**

**I. Request approval to allow automatic three year renewal of participation in the Cook County HOME investment Partnership Program Consortium.**

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

Motion by Trustee Gaeta, seconded by Mayor McLeod, to allow automatic three year renewal of participation in the Cook County HOME investment Partnership Program Consortium. Voice vote taken. All ayes. Motion carried.

**2. Discussion regarding a request for short-term rental units within residential zoning districts of the Village.**

An item summary sheet from Kevin Anderson, Peter Gugliotta, and Jennifer Horn was presented to Committee.

Ms. Horn and Mr. Gugliotta provided background information. Trustees and the Mayor each provided input.

**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 Arnet, to adjourn the meeting at 7:15 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

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

September 8, 2020

**I. Roll Call**

**Members in Attendance:**

**Gary Stanton, Chair  
Karen Arnet, Vice-Chair  
Karen Mills, Trustee  
Anna Newell, Trustee  
Gary Pilafas, Trustee  
Michael Gaeta, Trustee  
Mayor William D. McLeod**

**Management Team Members  
in Attendance:**

**Rachel Musiala, Acting Village Manager  
Art Janura, Corporation Counsel  
Dan O'Malley, Deputy Village Manager  
Patti Cross, Asst. Corporation Counsel  
Ryan Johnson, Mgmt. Analyst  
Bev Romanoff, Village Clerk  
Pete Gugliotta, Dir. Dev. Services  
Patrick Seger, Dir. HRM  
Ted Bos, Police Chief (via electronically)  
Joe Nebel, Public Works (via electronically)  
Ric Signorella, CATV Coordinator  
Suzanne Ostrovsky, Asst. to the Village Mgr.**

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

**NEW BUSINESS**

- 1. Request authorization to award a contract for the Village Green Phase I Improvement Project to V3 Construction Group, Ltd. Of Woodridge, IL in an amount not to exceed \$911,000.**

An item summary sheet from Pete Gugliotta, Ryan Johnson, and Kevin Kramer was presented to Committee.

Mr. Johnson provided background on the request and clarified the work to be done in Phase 1.

Several trustees inquired about funding sources, possible grant monies available, and timeframe for completion. Mr. Gugliotta and Mr. Johnson addressed all questions.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to award a contract for the Village Green Phase I Improvement Project to V3 Construction Group, Ltd. Of Woodridge, IL in an amount not to exceed \$911,000. Voice vote taken. All ayes. Motion carried.

**II. Adjournment**

Motion by Trustee Arnet, seconded by Trustee Gaeta, to adjourn the meeting at 7:09 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

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

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Date

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request by Hoffmann Alpha Omega Development Group LLC for a courtesy review to redevelop the vacant building at 2575 West Higgins Road with a gas station, convenience store, and restaurants

**MEETING DATE:** September 14, 2020

**COMMITTEE:** Planning, Building & Zoning

**FROM:** Jennifer Horn 

**REQUEST:** Request by Hoffmann Alpha Omega Development Group LLC for a courtesy review to redevelop the vacant building at 2575 West Higgins Road with a gas station, convenience store, and restaurants.

**BACKGROUND:** The subject property is the former Romano’s Macaroni Grill at 2575 West Higgins Road that has been closed and vacant for over three years. Hoffmann Alpha Omega Development Group LLC (Hoffmann Development Group) acquired the property in January 2020, and is proposing to redevelop the site with a gas station, convenience store, and restaurants.

The site is part of the Barrington/Higgins Restaurant Mall which was developed in the mid-1990s with a common access roadway and five lots containing complementary restaurants. As most of the original businesses have closed, they have been replaced with other restaurants or remain vacant. Ala Carte Entertainment (the operating arm of the Hoffmann Development Group), owns and operates the Moretti’s Restaurant and Moretti’s Banquets buildings on the east end of the restaurant mall, as well as the vacant former TGI Friday’s along Barrington Road that closed in 2015.

In October 2019, the Planning, Building and Zoning Commission conducted a courtesy review of the Hoffmann Development Group’s gas station, convenience store, and restaurant concept for 2575 West Higgins Road. The 2019 concept included 20 fueling positions, a 6,643 square foot main building with a combination convenience store, video gaming lounge, and restaurant with drive-thru, and a separate 1,489 square foot restaurant building with drive-thru.

**DISCUSSION:** Hoffmann Development Group is requesting a courtesy review of their modified concept for the site. The current proposal includes 20 fueling positions and one building totaling 7,100 square feet. The building is expected to be occupied by a major brand convenience store; video gaming lounge; 1,000 square foot fast food restaurant serving beef, burgers, hot dogs, chicken, salad, and pasta dishes; and a 2,100 square foot quick serve restaurant with a drive-thru serving coffee and custard.

**DISCUSSION:** (Cont'd)

The proposed plan includes two curb cuts along the existing private access road serving the restaurant mall, as well as a minor cross connection with the Steak 'n Shake restaurant. One drive-thru window on the east end of the building is proposed, along with dual ordering and bypass lanes at the rear of the building.

A detailed project narrative, as well as architectural renderings prepared by the petitioner are included for Committee review. Included in the narrative are estimated sales, motor fuel, and gaming tax revenue to be generated by the development. These projections have not been evaluated by staff.

This project would require formal site plan and special use review. Staff has not conducted a thorough review of the plans, but a cursory review of the revised plan indicates that circulation, drive-thru stacking and routing, and other issues will need to be carefully evaluated with this project. Prior to beginning the formal site plan and special use process, the petitioner is seeking input on the proposed uses and concept.

**RECOMMENDATION:**

Material presented for courtesy review only.

## Attachments

cc: Planning & Zoning Commission  
Jennifer Lasota (Hoffmann Development Group)  
Mark Hoffmann (Hoffmann Development Group)

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.

Electronic copies of a site plan, a brief description of the project, and the *Statement of Understanding* (below) should be submitted to the Director of Planning a minimum of 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

Jennifer L LaSota  
Name (PLEASE PRINT)

Company/Developer: Hoffmann Alpha Omega Development Group LLC  
Address: 2330 Hammond Dr. Suite G  
City, State, Zip Code: Schaumburg, IL 60173  
Telephone Number: 847-303-4400  
Email Address: Jlasota@Hoffmanndevelopmentgroup.com

Name of Project: Hoffman Estates Food & Fuel Date: 9/4/20



Hoffman Estates, IL  
9/4/20

**Hoffmann Alpha Omega Development Group LLC**  
2330 Hammond Drive, Schaumburg, IL 60173

September 4, 2020

Village of Hoffman Estates  
Attention: Jennifer Horn  
1900 Hassell Road  
Hoffman Estates, IL 60169

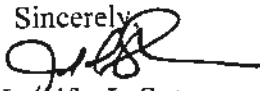
Re: 2575 W. Higgins Rd

Dear Ms. Horn:

Please find attached the request for a courtesy review as well as a project narrative which includes information regarding the developer, the proposed development & uses, design, estimated sales tax revenue, gasoline volume projections and a comparison of the current plan vrs the prior plans submitted to the Village for the proposed redevelopment of the property located at 2575 W Higgins Rd in Hoffman Estates.

We believe that our proposed plan and intended uses for the property will make a significant and enduring contribution to the Village of Hoffman Estates for years to come. Hopefully we have adequately addressed the Villages concerns regarding visibility, traffic flow and the intended uses in order to move forward with the project. Should you have any questions or need additional information, please do not hesitate to let us know.

Sincerely,



Jennifer LaSota  
Hoffmann Alpha Omega Development Group LLC

cc Fred Hoffmann  
Mark Hoffmann  
Michael Caldwell

Hoffman Estates, IL  
9/4/20

**Hoffmann Alpha Omega Development Group LLC**  
2330 Hammond Drive, Schaumburg, IL 60173

Village of Hoffman Estates

2575 W Higgins Rd

September 4, 2020

## **I. DEVELOPER INFORMATION**

Hoffmann Alpha Omega Development Group LLC  
2330 Hammond Drive  
Schaumburg, IL 60173

Hoffmann Alpha Omega Development Group LLC principals have been developing, owning and operating successful businesses across the Chicago Metropolitan area for nearly 50 years. Their experience includes development of restaurants, nightclubs, gas station / convenience stores, industrial and retail projects. Their entrepreneurial, yet disciplined hands on team approaches each and every project as a unique dynamic investment. The company's professionals have expertise in every stage of development projects; site selection, acquisition, zoning and entitlement, financing, leasing, project management, construction, property management and operations; they have a keen sense of understanding how each stage impacts the ultimate success of a development.

Feasibility is key to considering development opportunities. Factors such as tenant mix, competition, market and site conditions, access, soils and environmental are all analyzed before proceeding. This approach has allowed us to work with clients such as Apple, McDonalds, Chipotle, White Castle, Chase, CVS, Bank of America, Portillo's, AT&T, Checker's Restaurants and 7-Eleven.

Fred Hoffmann, the managing member of Hoffmann Alpha Omega Development Group LLC is also the owner of Ala Carte Entertainment (A.C.E). A.C.E. was founded in 1970 when it began with a single location called the Snuggery. Today, nearly 50 years later, Mr. Hoffmann and his son Mark oversee over 1,000 employees at 24 restaurants and nightclubs including Finn McCool's, Famous Freddie's Roadhouse, Lion Head, Lucky Star, Sweet Caroline's Carb-n-Que, the Apartment, Excalibur and Moretti's.

## **I. PROPOSED DEVELOPMENT:**

The subject property is an 84,327 sq ft vacant parcel located at 2575 West Higgins Road in Hoffman Estates IL. The property is part of a five-lot commercial subdivision platted in 1994. Four of the five outlot properties are maintained collectively by their owners. The outlots share storm water detention and driveway circulation that extends from Higgins to Barrington Roads.

## **II. PROPOSED USES**

Hoffmann Alpha Omega Development Group LLC has developed a master plan for the property with sustainable commercial uses that not only provide a solid tax base, but also provide services and jobs to the community. A single story, 7,107 sq. ft. convenience market with fast casual food & coffee, and auto fueling will stand to serve the auto traffic along the Higgins and Barrington Roads, as well as the local and business community traveling to and from work. 51 parking space as well as 2 handicapped spaces have been provided to allow drivers to park while they grab a bite to eat at any of the food venues or pick up items at the convenience market. The development will require a special use for the C-Store / liquor, tobacco and gaming license.

Area residents and motorists traveling on Higgins and Barrington Roads will benefit from the added diversity of dining and fueling options, especially since this is the first auto fueling location motorists will encounter after driving 12 miles eastbound from Rt. 147 along Barrington Road. The development will draw from the presence of residents and workers within the area. The development will comply with all local and state requirements and will be appointed as to provide services to the community while avoiding any detrimental effects on the surrounding properties. The redevelopment of the vacant site will cause an increase in sales and property tax revenues, and stimulate local commerce by creating jobs and providing increased opportunity for fueling, dining and retail spending.

### III. PROPOSED DESIGN

The proposed development will be composed of architectural complimentary contrast buildings and natural prairie style landscaping. The building will be designed to have a pleasing exterior palette of finish materials that will create a generational aesthetic appeal. The buildings exterior will be crafted to create a complementary contract with architectural elements that preserve individual identities and branding. The careful use of appropriate architectural elements and branding will create a harmonious visual experience.

#### A. Parking

Parking spaces are located through out the development. Parking lot surface areas shall be asphalt with the exception of auto fueling area under the canopy and the truck fueling and parking area, which shall be concrete.

Proposed Use	Parking Provided
C-Store / Food/ Coffee / QSR	51 / 2 HC
Total Parking	53 Spaces

#### B. Access

Careful placement of the building and fueling provides understandable vehicular circulation patterns and ample space to allow appropriate vehicle movements for drivers maneuvering through the site and promote pedestrian safety. Residents and visitors will access the development at the existing entrances off Higgins and Barrington Roads.

#### C. Site Improvements

- o Landscaping shall be provided throughout the development
- o Lighting – Pedestrian areas such as walkways and parking lots will be well lit. Energy efficient lighting will be used throughout the development including at canopy, parking lot and in and around the building.

#### D. Signage

Signage shall be designed to match the architectural style and materials of the buildings. The proposed redevelopment anticipates reuse of the existing sign base, building façade and canopy signage as well as directional signage throughout the development.

#### IV. SALES TAX REVENUE

See attached for breakdown of estimated sales tax projections for the project. In summary the estimated Revenue is:

Tax Revenue	Estimated City Revenue for Taxes
Sales Tax	\$120,000
Food & Beverage / packaged Liquor Tax	\$110,000
Motor Fuel Tax	\$ 175,000
Gaming Tax	\$12,500
<b>Total Revenue</b>	<b>\$417,500</b>

#### Attachments:

- Preliminary Gasoline Volume Projections
- Estimated Revenue Projections
- Memorandum from Caldwell Engineering - plan comparison summary



# U.S. Oil

## Site Preview & Preliminary Volume Projection 2575 W. Higgins Rd Hoffman Estates, IL 60169



Prepared by:  
Strategic Business Solutions, Inc.  
Wales, WI 53183  
(262) 968-2070

May 1, 2019

*Information for Decision Makers*

**I. Location, Destination & Competitor Quality & Proximity**

Below are factors that our models indicate influence fuel volumes and store performance.

**A. Location Type**

Interstate Interchange (Developed)	<input checked="" type="checkbox"/>	Farthest Quadrant at	Strongest
Highway Intersection	<input checked="" type="checkbox"/>	Closest Intersection	↓ Weakest
Major Intersection	<input type="checkbox"/>	to the Interchange	
Interstate Interchange (Undeveloped)	<input type="checkbox"/>		
Major Mid Block	<input type="checkbox"/>		
Non-Major Intersection	<input type="checkbox"/>		

**B. Destination Point**

Live – Work – Shop	<input type="checkbox"/>		Strongest
Live – Work	<input checked="" type="checkbox"/>	FOOD	↓ Weakest
Live – Shop	<input type="checkbox"/>		
Work – Shop	<input type="checkbox"/>		
Live Only	<input type="checkbox"/>		
Work Only	<input type="checkbox"/>		
Shop Only	<input type="checkbox"/>		
No Current Destination Point	<input type="checkbox"/>		

**C. Competition**

**1. Quality**

Market Standard	<input type="checkbox"/>
Above Average	<input type="checkbox"/>
Average	<input checked="" type="checkbox"/>
Below Average	<input type="checkbox"/>
None	<input type="checkbox"/>

**2. Proximity**

Adjacent	<input type="checkbox"/>	
Direct	<input checked="" type="checkbox"/>	[BP + Mobil] at Same Intersection but Closer to Interchange
Indirect	<input type="checkbox"/>	with Solid but Separate Access patterns. (See: Illustration - Pg 3)
Remote	<input type="checkbox"/>	

**II. Store Quality Rating (SQR)**

The property is currently **Not Rated** on the 5 point Strategic Business Solutions, Inc. rating system. Falling below Average is often a predictor that a store is more likely to close or require major upgrades to sustain market share.

Market Standard	<input checked="" type="checkbox"/>	Proposed <u>new</u> Store
Above Average	<input type="checkbox"/>	would set the
Average	<input type="checkbox"/>	Market Standard.
Below	<input type="checkbox"/>	<u>But may be less</u>
Closed	<input type="checkbox"/>	<u>convenient.</u>

**Store Quality Rating (SQR)**

**Market  
Standard**

*Information for Decision Makers*

**III. A Few Quick Thoughts**

**1. Location & Site Plan (Business Model)**

The proposed site plan proposes a Solid business model for this intersection. The preliminary site plan features 10 Gas Fueling lanes and an undisclosed Retailer that complement the Moretti's, Burger King and Steak N Shake currently there. Opportunities to link Food and Fuel purchases - should be considered.

**2. Competitor Strength (SQR) & Relative Convenience**

The two closest competitors appear to rate Average when compared with the modern business models being built. However, they are **Direct Competitors** and will likely remain challenges for market share given their positions of "relative convenience" for capturing market share.

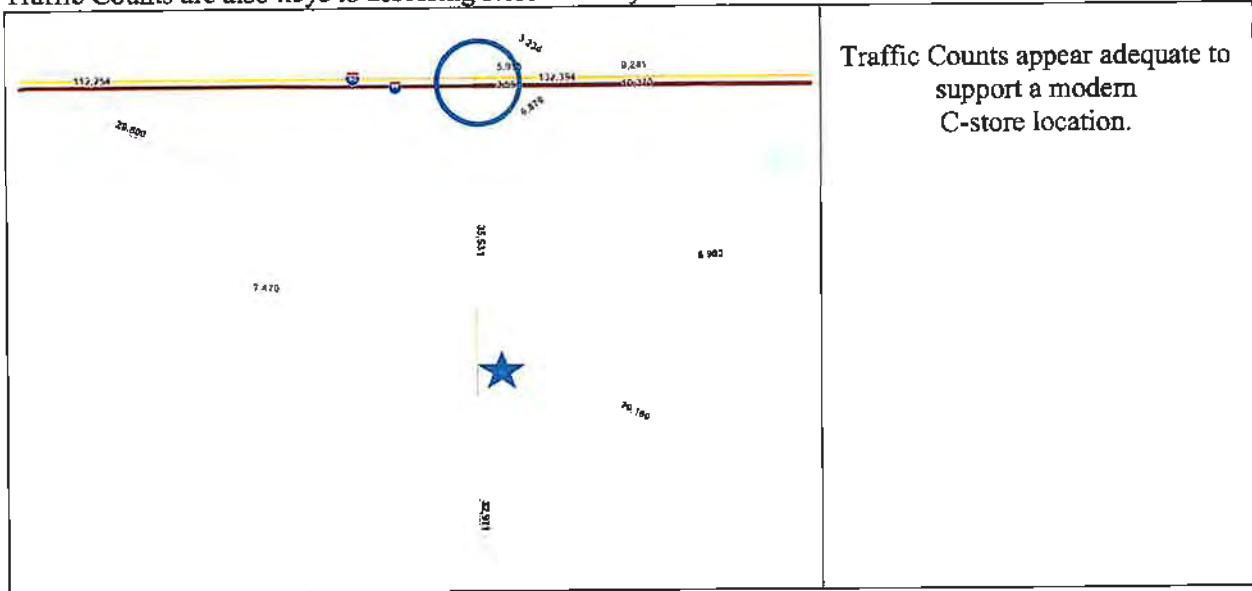




*Information for Decision Makers*

**IV. Traffic Counts**

Traffic Counts are also keys to assessing store viability and fuel volumes.



Traffic Counts appear adequate to support a modern C-store location.

**V. Preliminary Fuel Estimates**

Below are estimated fuel volume projections for locations with similar underlying data.

**Site #8**

Hoffman Estates

	Gasoline		
	Low	Mod	High
Unbranded	165,555	186,249	206,944
Major Brand	201,896	227,133	252,370

	Diesel		
	Low	Mod	High
Unbranded	13,824	15,552	17,280
Major Brand	16,858	18,966	21,073

**Monthly Fuel Estimates**



	Annual		
	Low	Mod	High
Unbranded	1,986,658	2,234,990	2,483,323
Major Brand	2,422,754	2,725,598	3,028,442

	Annual Diesel		
	Low	Mod	High
Unbranded	165,886	186,622	207,357
Major Brand	202,300	227,587	252,875

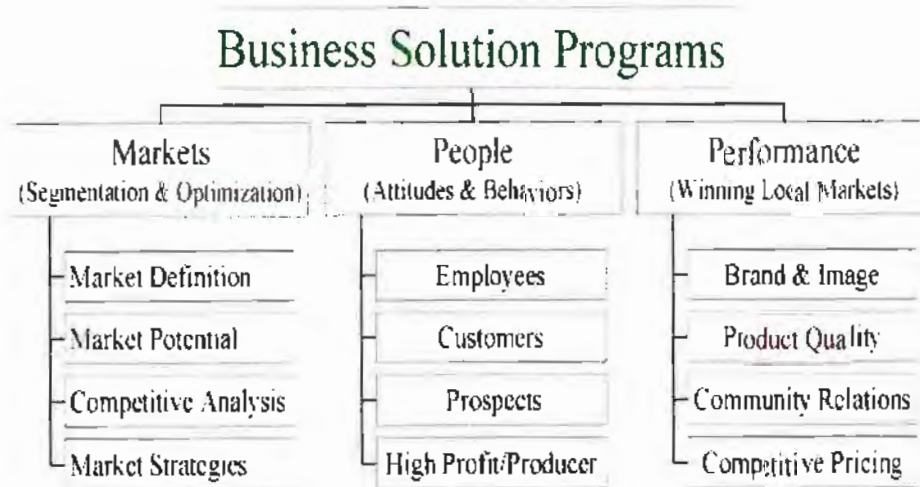
*Information for Decision Makers*

**US Oil Internal Use Only**

The fuel projections in this analysis have been prepared for US Oil for internal use only. The information is top line in nature and should only be used as a directional for comparison with Sales Representative observations.

A full feasibility study is highly recommended for your clients looking to invest in a convenience store.

***Strategic Business Solutions, Inc.***



*INFORMATION FOR DECISION MAKERS*

All methodologies shown in this analysis are the express property of Strategic Business Solutions, Inc. and any reproduction or use without written permission from Strategic Business Solutions, Inc. is prohibited.



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## PROJECT MEMORANDUM

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September 3, 2020

To: Jennifer Horn, Planning Director  
Village of Hoffman Estates

From: Michael J. Caldwell, PE, CFM  
Caldwell Engineering, Ltd.

Project: Hoffmann AODG LLC – Hoffman Estates Project  
Location: 2575 West Higgins Road  
CE Ltd #: CE190001-R

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This memorandum is in regard to the improvements at the subject property located at 2575 West Higgins Road in Hoffman Estates, Illinois. The current plan was updated on 3-26-2020 and submitted to the Village on 6-18-2020. A Site Plan of the subject property dated 10-05-2019 was previously sent to the Village on 10-21-2019. The plan was modified based on client and Village review. We have listed the modifications to the plan below.

This update included a modification of a reduction in the number of ordering and pick-up stations. The site uses have been combined into one building that allows for a more efficient use of space on the site and within the building, as well as the by-pass lane design updated to allow delivery vehicles to access the site more comfortably.

The traffic circulation has been reviewed and revised to facilitate safe movement throughout the site. Traffic plan based on coordination with the project PTOE has been developed and was included in the submittal to the Village. Autoturn exhibits have been included detailing the fuel and fire vehicles access through the site.

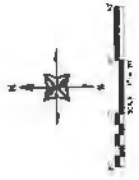
Access to the site has been modified to allow the separation of by-pass and truck traffic. Modifications to the shared access drive based on coordination with the PTOE are proposed. These modifications will reduce possible conflicts within and off-site of the project.

All parking stalls have been reviewed and adjusted to meet the dimensional requirements of the Village Code. All the parking areas are proposed to be rehabilitated. Pavement cores will be taken throughout the parking areas and evaluated to determine the type of rehabilitation that is needed. Pedestrian access to and throughout the site has been revised to allow additional access within the site. A trash enclosure and bike rack are shown on the site plans.

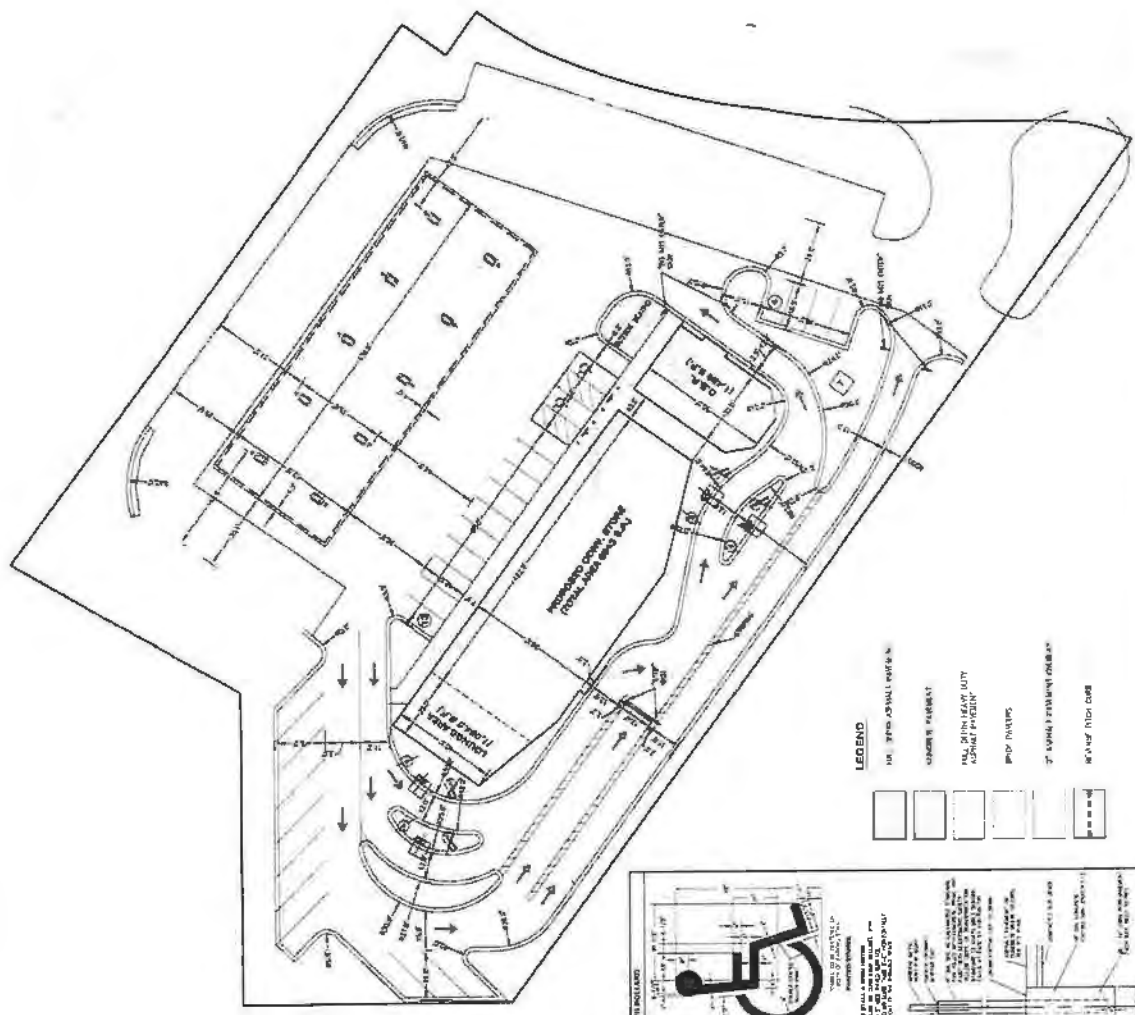
The street view of the site from Higgins was examined to ensure that the project will be highly visible to the traveling public. Based on the street view analysis the project landscaping is proposed to be adjusted to be more like the Village approved landscaping on the adjacent lots fronting Higgins Road. The adjacent businesses are Moretti's and Burger King. The Burger King does not appear to have any trees within its lot. The Moretti's generally has one row of widely spaced trees along its frontage. Both of these approaches increase the visibility of the businesses. Therefore, the proposed project landscaping will be more akin to these Village approved Landscape Plans.

NO.	DATE	DESCRIPTION
1	02/17/2019	ISSUED FOR PERMIT
2	02/17/2019	ISSUED FOR PERMIT
3	02/17/2019	ISSUED FOR PERMIT
4	02/17/2019	ISSUED FOR PERMIT
5	02/17/2019	ISSUED FOR PERMIT
6	02/17/2019	ISSUED FOR PERMIT
7	02/17/2019	ISSUED FOR PERMIT
8	02/17/2019	ISSUED FOR PERMIT
9	02/17/2019	ISSUED FOR PERMIT
10	02/17/2019	ISSUED FOR PERMIT

NOTES:  
 1. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND THE EXISTING CONDITIONS TO BE AS SHOWN ON THIS PLAN.  
 2. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND THE EXISTING CONDITIONS TO BE AS SHOWN ON THIS PLAN.  
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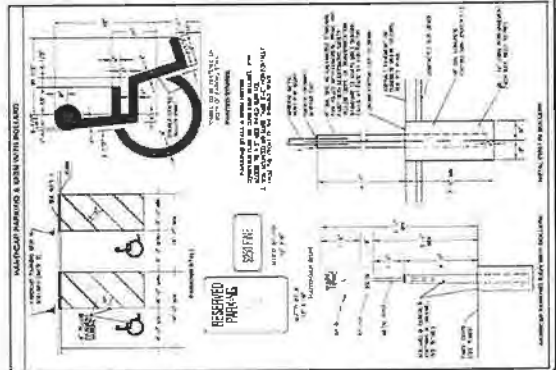


19-05-2019 PLAN



**LEGEND**

[Symbol]	10' ASPHALT DRIVE
[Symbol]	CONCRETE DRIVE
[Symbol]	NO. 1 ASPHALT DRIVE
[Symbol]	NO. 2 ASPHALT DRIVE
[Symbol]	NO. 3 ASPHALT DRIVE
[Symbol]	NO. 4 ASPHALT DRIVE
[Symbol]	NO. 5 ASPHALT DRIVE
[Symbol]	NO. 6 ASPHALT DRIVE
[Symbol]	NO. 7 ASPHALT DRIVE
[Symbol]	NO. 8 ASPHALT DRIVE
[Symbol]	NO. 9 ASPHALT DRIVE
[Symbol]	NO. 10 ASPHALT DRIVE



NO. OF LOTS	12
NO. OF UNITS	12
NO. OF STORIES	1
NO. OF PARKING SPACES	12
NO. OF DRIVEWAYS	12
NO. OF SIDEWALKS	12
NO. OF CURBS	12
NO. OF SIGNAGE	12
NO. OF UTILITIES	12
NO. OF LANDSCAPE	12
NO. OF FURNITURE	12
NO. OF LIGHTING	12
NO. OF SECURITY	12
NO. OF MAINTENANCE	12
NO. OF STORAGE	12
NO. OF OFFICE	12
NO. OF LABORATORY	12
NO. OF CONFERENCE	12
NO. OF BREAK ROOM	12
NO. OF RESTROOM	12
NO. OF SHOWER	12
NO. OF LOCKER	12
NO. OF STORAGE	12
NO. OF OFFICE	12
NO. OF LABORATORY	12
NO. OF CONFERENCE	12
NO. OF BREAK ROOM	12
NO. OF RESTROOM	12
NO. OF SHOWER	12
NO. OF LOCKER	12
NO. OF STORAGE	12

**SITE INFORMATION**

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NO. OF STORIES	1
NO. OF PARKING SPACES	12
NO. OF DRIVEWAYS	12
NO. OF SIDEWALKS	12
NO. OF CURBS	12
NO. OF SIGNAGE	12
NO. OF UTILITIES	12
NO. OF LANDSCAPE	12
NO. OF FURNITURE	12
NO. OF LIGHTING	12
NO. OF SECURITY	12
NO. OF MAINTENANCE	12
NO. OF STORAGE	12
NO. OF OFFICE	12
NO. OF LABORATORY	12
NO. OF CONFERENCE	12
NO. OF BREAK ROOM	12
NO. OF RESTROOM	12
NO. OF SHOWER	12
NO. OF LOCKER	12
NO. OF STORAGE	12
NO. OF OFFICE	12
NO. OF LABORATORY	12
NO. OF CONFERENCE	12
NO. OF BREAK ROOM	12
NO. OF RESTROOM	12
NO. OF SHOWER	12
NO. OF LOCKER	12
NO. OF STORAGE	12

**PARKING SUMMARY**

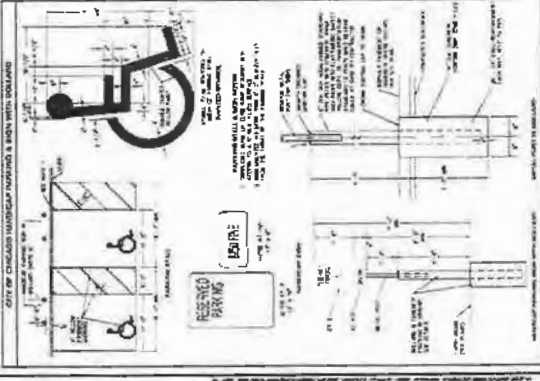
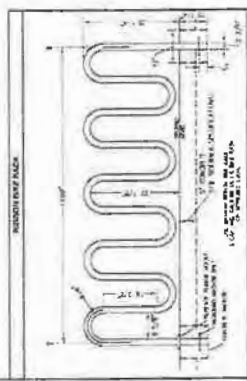
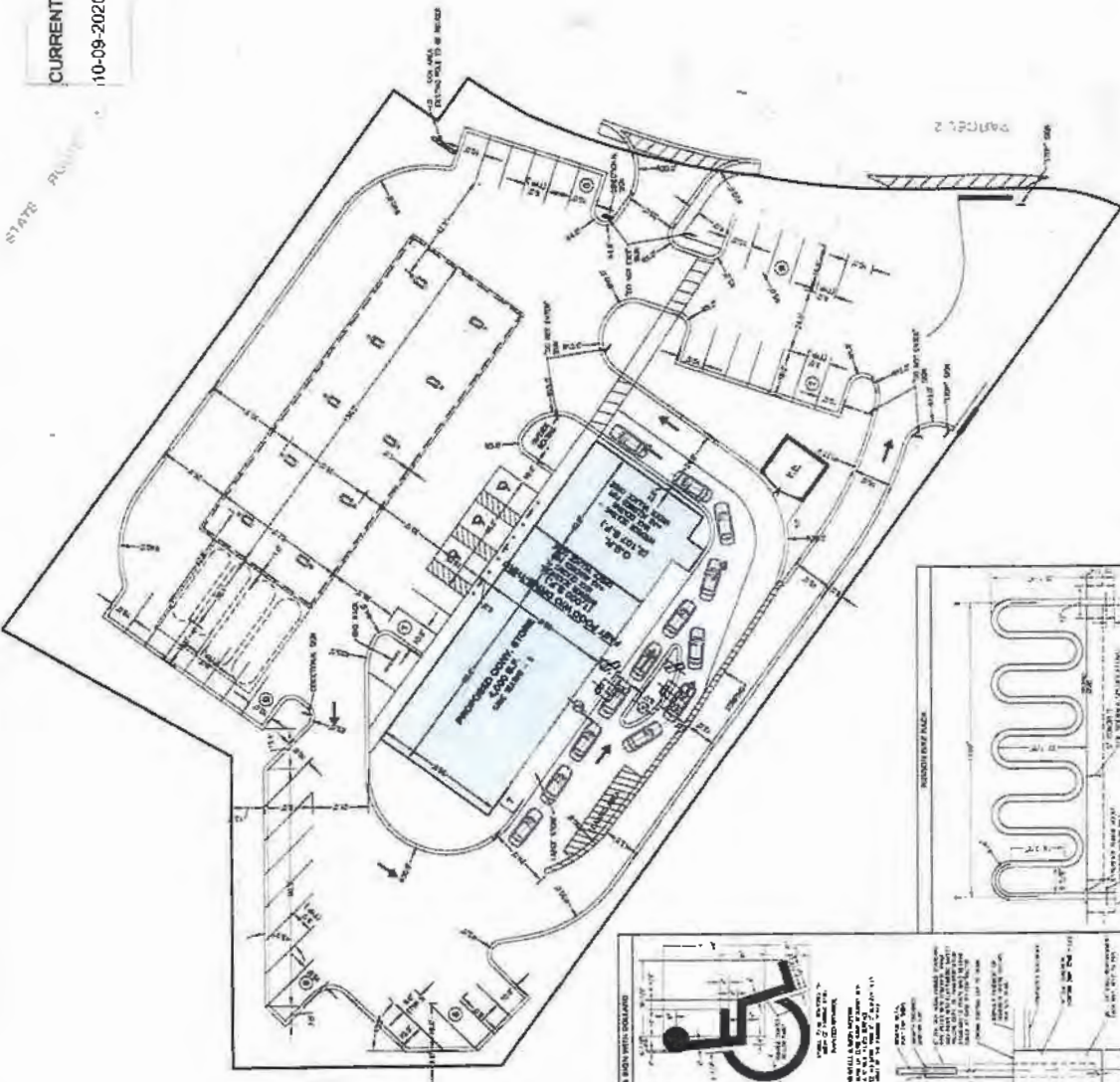
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NO. OF RESTROOM	12
NO. OF SHOWER	12
NO. OF LOCKER	12
NO. OF STORAGE	12

- LEGEND**
- ALL EXISTING PAVEMENT
  - CONCRETE PAVEMENT
  - LAKE STONE
  - FINISH PAVEMENT
  - 1" NORMAL PAVEMENT QUANTITY
  - AS SHOWN IN OTHER SHEETS



ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.  
 1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.  
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**CURRENT PLAN**  
 10-09-2020



HOFFMAN ESTATES DEVELOPMENT  
BARRINGTON/HIGGINS

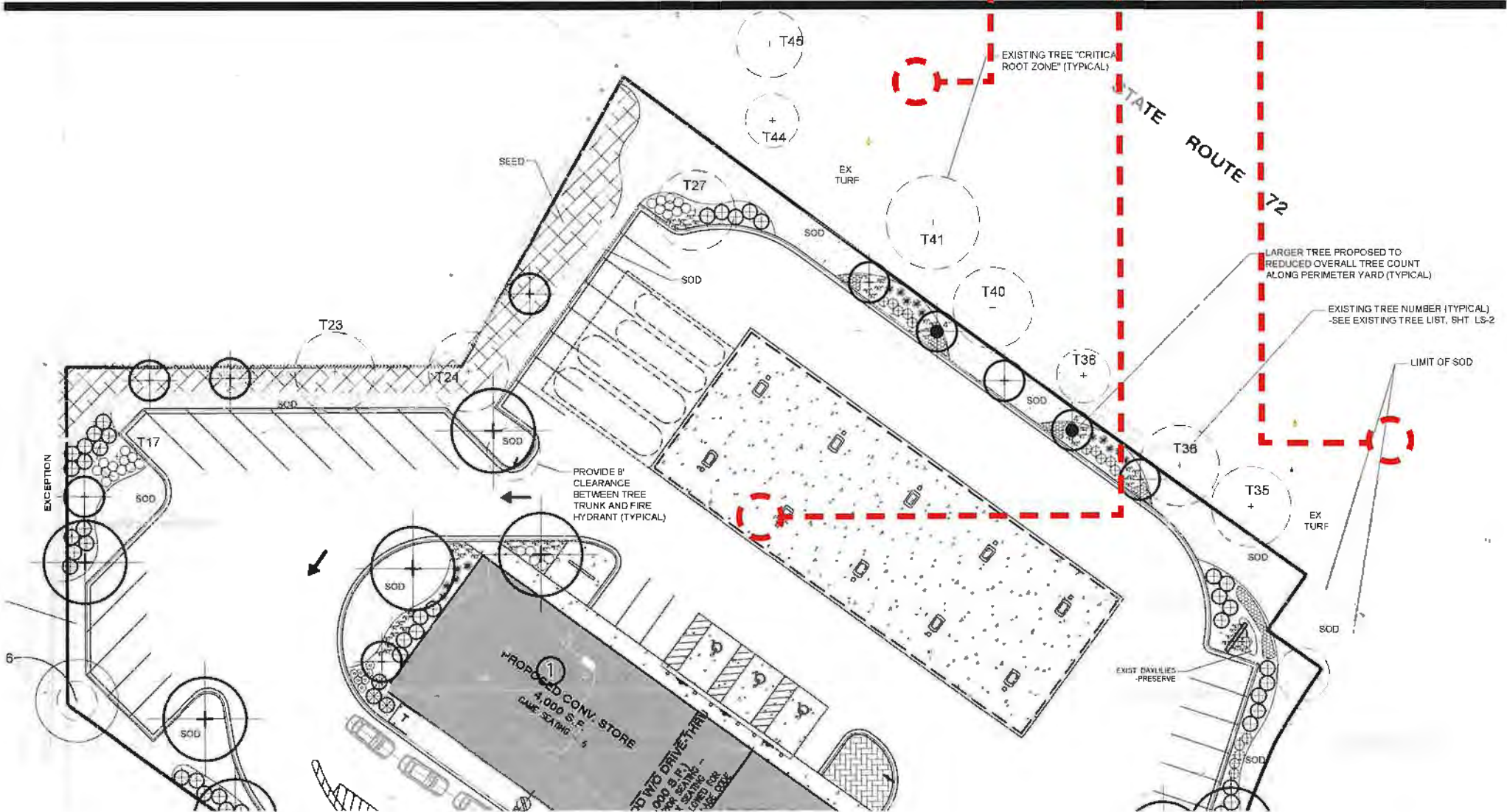
**DMA**  
ARCHITECTS  
DANILO MEDINA AGUIRRE

# GENERAL LEVELS

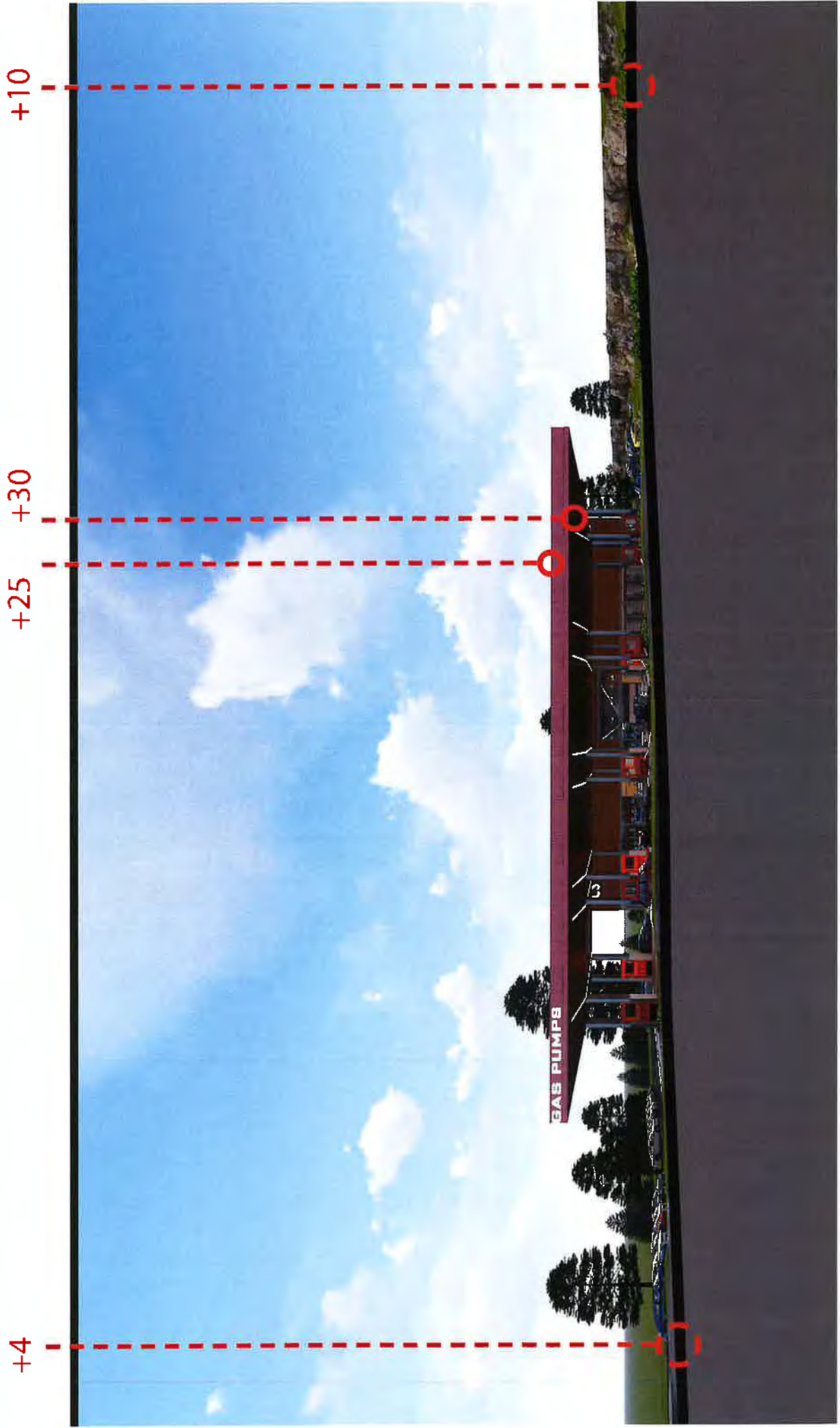
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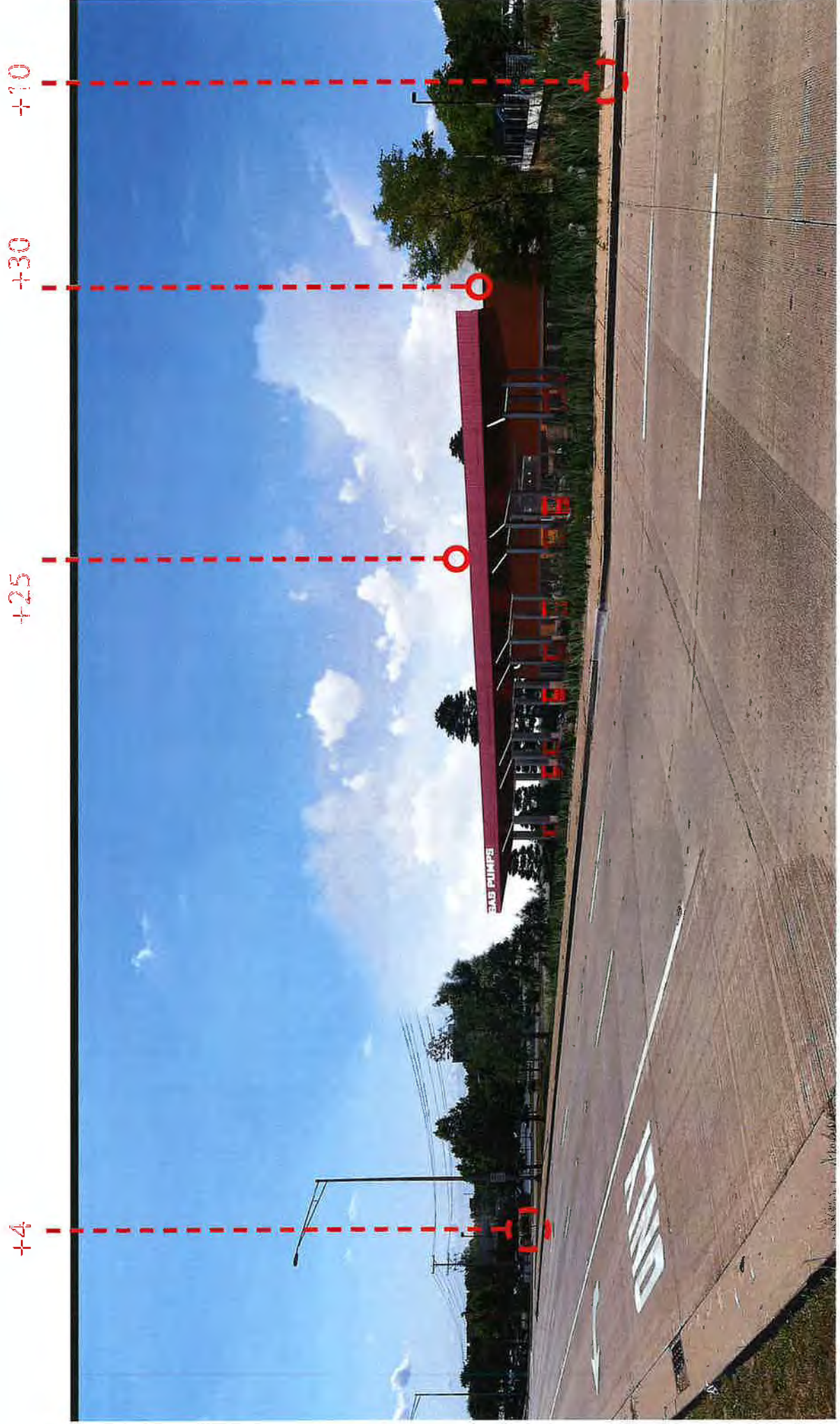


GENERAL ELEVATION FROM THE STREET





STREET VIEW



STREET UPPER CORNER VIEW



**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request approval of Barrington Square Town Center TIF Reimbursement Request #5 in the amount of \$4,703,954.84

**MEETING DATE:** September 14, 2020

**COMMITTEE:** Planning, Building and Zoning

**FROM:** Kevin Kramer *KK*

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**REQUEST:** Request approval of Barrington Square Town Center TIF Reimbursement Request #5 in the amount of \$4,703,954.84.

**BACKGROUND:** The Village Board previously approved:

- ◆ The initial phase of the redevelopment of the Barrington Square Town Center in 2009 (consisting of demolition of the vacant Menards store, rebuilding the retaining wall, and some cosmetic work on the remaining structures).
- ◆ An Inducement Resolution to consider the cost of the initial redevelopment phase TIF eligible should the Village decided to adopt a TIF (Resolution 1417-2009, June 15, 2009).
- ◆ Site plan approval for the second redevelopment phase (consisting of realignment of the main entry road, underground detention, and new parking in front of the bowling alley) (April 2, 2012).
- ◆ On May 7, 2012, Ordinances officially adopting a TIF District for the Barrington Square Town Center project and area (Ordinance #4307-2012).
- ◆ On May 14, 2012, a Redevelopment Agreement for the Barrington Square Town Center allocating a portion of TIF revenues to a specific redevelopment project (Ordinance #4307-2012).
- ◆ Approval of the original TIF Note also on May 14, 2012, in an amount not to exceed \$9 million, reflecting the first pay application (\$1,133,414.73) (Ordinance #4307-2012).

**DISCUSSION:**

The developer previously submitted Reimbursement Request #1 in the amount of \$3,778,049.09, Reimbursement Request #2 in the amount of \$2,375,105.73, Reimbursement Request #3 in the amount of \$3,682,677.31, Reimbursement Request #4 in the amount of \$9,002,544.97, and these amounts (at 30% of total project costs) were incorporated into the TIF Note. The Development Agreement TIF Note (which reflected Reimbursement Application #1) was approved by the Village Board on May 14, 2012, in an amount not to exceed \$9 million of eligible TIF Redevelopment Costs. With Reimbursement Requests #2-4, the amount of the TIF Note increased to \$5,651,513.13 to be reimbursed if and when revenues are available and will increase again with this fifth submittal.

The developer has now submitted Reimbursement Application #5 for the construction that occurred in 2017-2020. Staff reviewed and discussed with the developer, and can substantiate the amount of \$4,703,954.84, yet only a portion is eligible for TIF reimbursement (see below).

The ordinance approving the Development Agreement and the TIF Note stipulates that the Corporate Authorities approve Reimbursement Requests, and directs the Finance Director to update the TIF Note to the new amount (which cannot exceed the \$9 million cap).

The amount of the TIF Note is governed by the \$9 million cap of eligible TIF Redevelopment Costs and a limitation to 30% of the approved Total Project Costs, which now equals \$23,542,331.94 cumulatively for Reimbursement Requests #1, #2, #3, #4, #5, whichever is lower. So, the proposed TIF Note would be increased to \$7,062,699.58 to reflect reimbursements #1-5. The Finance Director is authorized to increase the TIF Note upon Village Board approval of the Reimbursement Request.

The owner continues to market the former Burger King site, the outlot between McDonald's and Buona Beef, the Menards site, and even considering selling the entire center. Additional TIF eligible costs may be submitted in the future.

**FINANCIAL IMPACT:**

TIF financing is based on the principal that new development or redevelopment will increase the tax base. That increase in tax base, over time, generates additional property taxes. Those property taxes are directed to the TIF increment fund over the 23 year life of the TIF. Thus, the development itself generates a pool of money which can be used to pay for TIF eligible costs, and provide an incentive for the developer or others to redevelop the site.

**RECOMMENDATION:**

Request approval of Barrington Square Town Center TIF Reimbursement Request #5 in the amount of \$4,703,954.84.

**Attachments**

cc: Joe Caruso (Caruso Development Corporation)  
Bruce Huvad (Cohen, Salk & Huvad, P.C.)

Barrington Square TIF Totals and Note Calculations  
8/25/2020

	Reimb. Request #1	Reimb. Request #2	Reimb. Request #3	Reimb. Request #4	Reimb. Request #5	Total to date
Total Project Costs Submitted	\$3,778,049.09	\$2,375,105.73	\$3,682,677.31	\$9,002,544.97	\$4,703,954.84	\$23,542,331.94
Project Costs submitted but not TIF eligible	\$346,856.29	\$-	\$30,735.72	\$6,197,737.13	\$2,350,602.00	\$8,925,931.14
Eligible TIF Redevelopment Costs	\$3,431,192.80	\$2,375,105.73	\$3,651,941.59	\$2,804,807.84	\$2,353,352.84	\$14,616,400.80
Maximum Reimbursement Amount (30% of Total ) Project Costs above)	\$1,133,414.73	\$712,531.72	\$1,104,803.19	\$2,700,763.49	\$1,411,186.45	\$7,062,699.58

J:\COMDEV\ED Documents\TIF Districts\Barrington Square TIF

**SCHEDULE A**

**CERTIFICATE OF OUTSTANDING PRINCIPAL AMOUNT  
(BARRINGTON SQUARE TOWN CENTER PROJECT), SERIES 2012**

This Note is valid to the Outstanding Principal Amount set forth below in column E below as of the date of the endorsement noted in column B below.

A	B	C	D	E	F
Request For Reimbursement	Date of this Endorsement	Maximum Reimbursement Amount	Prior Principal Payments	Outstanding Principal Amount	Authorized Village Signatory
No. 1	5-15-2012	\$1,133,419.73	0	\$1,133,414.73	Rachel Lunala
No. 2	8-5-2012 <sup>13</sup>	\$712,531.72	0	\$1,845,946.45	Rachel Lunala
No. 3	8-5-2013 <sup>16</sup>	\$1,104,808.19	0	\$2,950,749.64	Rachel Lunala
No. 4	5-3-2017	\$2,700,763.49	0	\$5,651,513.13	Rachel Lunala
No. 5	-2014	_____	_____	_____	_____
No. 6	-2014	_____	_____	_____	_____
No. 7	-2015	_____	_____	_____	_____
No. 8	-2015	_____	_____	_____	_____

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request by DMG MORI USA, Inc. for a Resolution supporting a Cook County Class 6B classification renewal application for property tax assessment purposes for the existing DMG Mori facility located at 2400 Huntington Boulevard

**MEETING DATE:** September 14, 2020

**COMMITTEE:** Planning, Building & Zoning

**FROM:** Kevin Kramer *KK*

**REQUEST:** Request by DMG MORI USA, Inc. for a Resolution supporting a Cook County Class 6B classification renewal application for property tax assessment purposes for the existing DMG Mori facility located at 2400 Huntington Boulevard.

**BACKGROUND:** AT&T sold the nearly 70 acres south of their headquarters for additional development in the mid-2000s. Conor Commercial (parent company of McShane Corporation) purchased the property and subsequently sold portions to DMG Mori, Big Kaiser, NSK America, TRUMPF, and most recently, Bystronic. These high-tech, advanced manufacturers all built new, showroom developments with a Class 6B property tax exemption. In 2007, the Village approved a Resolution to support a Cook County 6B property tax classification for Mori Seiki (now DMG Mori) to construct a new 100,000 square foot industrial building. They finished that original construction, and over the next 12 years, made improvements to the building and site to add jobs and training space for out-of-town employees.

**PROPOSAL:** Class 6B designations are available in Cook County to encourage industrial development of land by offering a real estate tax incentive for the development of new facilities or the continued occupancy of an existing facility with additional invested improvements. Under the program, real estate is eligible for a reduced level assessment for a 12 year period. The assessment level is 10% market value for the first 10 years, 15% in year 11, and 20% in year 12. In year 13, it would return to the normal 25%.

The current 12 year incentive period expires this year (2020) and DMG Mori requests the support of the Village for their renewal application for another 12 years. The County allows for a renewal so long as the municipality supports the application with a Resolution stating the 6B is necessary for the company to stay and continue to invest in the property.

**PROPOSAL:** (Cont'd)

DMG Mori is a tenant in the building after completing a sale-leaseback. The owner, Morisek Hoffman (IL) LLC, fully supports this renewal as stated in a letter to the Village on August 19, 2020.

If granted the renewed 6B, DMG Mori would seek to accomplish the following, using the savings from the property tax:

- ◆ Support the Hoffman Estates community and be members of the Golden Corridor Advanced Manufacturing Partnership, Next Level Northwest, and/or the Hoffman Estates Chamber of Commerce and Industry.
- ◆ Converting the subject property to a national turnkey center featuring facility improvements and renovations.
- ◆ Converting the subject property to DMG Mori's North American headquarters, which would require additional facility upgrades and improvements and technology/IT upgrades and allow for DMG Mori to host an annual "Innovation Days" convention (sales and marketing event) that would bring in nearly 800-1,000 directors, managers, employees, and customers of DMG Mori on a daily basis from all over the world for several days, which DMG Mori reasonably expects attendees will patronize local area businesses (i.e. hotels and restaurants).
- ◆ Converting the subject property to central region headquarters for the company with accompanying facility upgrades and improvements, but also job creation as it would result in job transfers to the subject property from other locations.
- ◆ Creation and development of a "Center for Technology Excellence," which would result in new job creation in the sectors of additive manufacturing, medical, aerospace, and automation.
- ◆ Establishment of a new sector to operate at the subject property for purposes of fulfilling federal government contracts, which would create new engineering jobs.
- ◆ Development of a new business sector to operate at subject property and would require facility upgrades and new employees.
- ◆ Creation of a machining academy on-site.

**DISCUSSION:**

Traditionally the Village has discouraged renewal requests for 6B incentives, however, the Village has not formally been asked to support one before. Obviously retaining businesses such as DMG Mori is important for the community so the Village Board will have to evaluate the request based on the information submitted to determine if it is appropriate. The financial impact of potential property tax revenue unrealized to the Village due to the 6B renewal would be about \$240,000 over the 12 year incentive period as the Village receives about 12% of the property taxes paid on the property. When considering this request, the Village Board should also consider that other owners will likely make similar requests when their incentives are due to expire.

**RECOMMENDATION:**

Consideration of a request by DMG MORI USA, Inc. for a Resolution supporting a Cook County Class 6B classification renewal application for property tax assessment purposes for the existing DMG Mori facility located at 2400 Huntington Boulevard.

Attachments

cc: John Sprenzel



**RESOLUTION NO. \_\_\_\_\_ - 2020**

**VILLAGE OF HOFFMAN ESTATES**

**A RESOLUTION SUPPORTING A COOK COUNTY CLASS 6B CLASSIFICATION  
RENEWAL APPLICATION FOR PROPERTY TAX ASSESSMENT PURPOSES FOR  
THE EXISTING DMG MORI FACILITY  
LOCATED AT 2400 HUNTINGTON BOULEVARD**

WHEREAS, the Cook County Real Property Assessment Classification Ordinance requires the Village's support and consent for an application for a 6B renewal real estate classification under Sec. 74-63 (7); and

WHEREAS, the corporate authorities have received a renewal request from DMG MORI USA, INC ("DMG"). to support and consent to the filing of an renewal application for a Class 6B Tax Incentive for the property located at 2400 Huntington Boulevard, in Hoffman Estates, Illinois, (PIN: 01-36-402-010) (the "Property"), as legally described in Exhibit A; and

WHEREAS, DMG intends to continue to use the property for industrial purposes, including CNC machining and industrial automation solutions; and

WHEREAS, the corporate authorities have received information, letters and testimony regarding said request, including an Economic Disclosure Statement in accordance with the Cook County Board; and

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

WHEREAS, the continued investment would result in significant economic and fiscal impacts for the Village of Hoffman Estates and Cook County; and

WHEREAS, the Village is willing to assist DMG in receiving the Class 6B Tax Incentive renewal for the Property, provided the Village receives certain assurances from DMG relating thereto the continued operation of DMG business in the Village and converts the Property to the North American Headquarters and the Central Region Headquarters by December 31, 2026; and

WHEREAS, DMG will support the Hoffman Estates community and be members of organizations such as the Golden Corridor Advanced Manufacturing Partnership, Next Level Northwest, or the Hoffman Estates Chamber of Commerce and Industry; and

WHEREAS, DMG will, on an annual basis, provide the Village with the number of employees at the Facility, along with documentation from the Cook County Assessor and DMG that depicts the land value and all line item improvements associated with the Subject Property and the Facility, as well as the new replacement cost (i.e., the Addition's market value) assigned to the Subject Property and the Facility by the Cook County Assessor;

WHEREAS, the industrial use of the Property is necessary and beneficial to the local economy; and

WHEREAS, it is in the best interests of the Village of Hoffman Estates and its residents to attract and retain new and diverse businesses and support and consent to an application for a Cook County 6B renewal real estate classification for the subject property.

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

Section 1: That the Village of Hoffman Estates supports and consents to DMG's filing of a Class 6B Classification renewal application with respect to the Property and finds Class 6B classification under the Cook County Real Estate Classification System necessary for development to occur on the Property.

Section 2: The Village of Hoffman Estates finds that a renewal of the incentive is necessary for DMG to continue operations at its current location and maintain its staff, and that without such designation, the enterprise would not be economically viable causing the property to be in imminent risk of becoming vacant and unused.

Section 3: That the Village Clerk shall certify a copy of this Resolution and send a certified copy to the office of the Assessor of Cook County.

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

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2020

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 \_\_\_\_\_, 2020

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk



**John B. Sprenzel, JD**  
jbsprenzel@winkler-law.com  
www.winkler-law.com

**The Winkler Group LLC**  
1699 E. Woodfield Road, Suite 400  
Schaumburg, Illinois 60173

TELEPHONE (847) 466-5280  
FACSIMILE (847) 466-5330

August 26, 2020

**By Certified Mail – Return Receipt Requested & Email ([kevin.kramer@hoffmanestates.org](mailto:kevin.kramer@hoffmanestates.org))**

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

Re: DMG MORI USA, Inc.'s Cook County Class 6B Incentive Renewal Request  
2400 Huntington Boulevard, Hoffman Estates, Illinois 60192  
PIN: 01-36-402-010-0000, Volume 001 (formerly 01-36-402-007-0000)  
Control No.: 62176

Dear Mr. Kramer:

Please be advised that our firm represents DMG MORI USA, Inc. (“DMG MORI”) regarding the above-referenced matter. DMG MORI has been operating its business since 2009 at 2400 Huntington Boulevard, Hoffman Estates, Illinois 60192 (“Subject Property”). DMG MORI sincerely values its business relationship with the Village and desires to stay in Hoffman Estates for its long term future and further grow its business. On behalf of DMG MORI, our firm requests the support of the Village of Hoffman Estates, Cook County Bureau of Economic Development, and Cook County Assessor’s Office in securing renewal of a 6B tax incentive classification.

The Subject Property received the support and consent of the Village by resolution for a 6b tax incentive classification on November 5, 2007 (Resolution No. 1346-2007). It had originally been classified as a Class 1-90 property before new construction occurred. Cook County later formally approved the application for a 6b tax incentive classification with its first year of effect in 2009. The tax year 2020 represents the final year and twelfth (12<sup>th</sup>) year of the subject tax incentive classification.

The Subject Property, located at the corner of Huntington Boulevard and Central Road, features 102,458± building square feet of improvements situated on a 326,256± square foot lot. Of the 102,458± building square feet of the Subject Property, approximately 60,405± square feet or 59% is office space with the remaining building square footage of 42,053± square feet designated for the customization and assembly of industrial automation solutions for customers. The office space is used to support the CNC machining center products marketed by DMG MORI and it is also the DMG MORI headquarter location for the Western Hemisphere.



Mr. Kevin Kramer  
Village of Hoffman Estates  
Page 2 of 4

DMG MORI is a multinational company that features offices and business operations in the United States, Japan, and Germany and various locations throughout the world. DMG MORI is an industry leader primarily offering CNC machining centers that specialize in metal cutting and additive 3D manufacturing and software development. The services provided by DMG MORI further include custom assembly and turnkey implementation, research and development, product showcasing and demonstration, warehousing, and administrative functions. DMG MORI has utilized the Subject Property as its United States headquarters. DMG MORI has operated and used and continues to operate and use the Subject Property for these purposes since opening the facility at 2400 Huntington Boulevard.

Please be advised that the subject site is DMG MORI's Western Hemisphere headquarter location. The Hoffman Estates site operates as the operations center for DMG MORI's U.S. operations and its wholly-owned foreign subsidiaries located in Brazil, Canada and Mexico. DMG MORI sectionalizes its U.S. operations in three (3) regions – one is the Central Region. Within DMG MORI's Central Region is the Hoffman Estates site and ten (10) other offices. DMG MORI is considering the Hoffman Estates site for its Central Region headquarter.

DMG MORI is the sole tenant of the Subject Property under a lease agreement with the owner of the Subject Property, Morisek Hoffman (IL) LLC. DMG MORI is solely responsible for the property taxes affecting the Subject Property.

DMG MORI is an equal opportunity employer. It employs two hundred twelve (212) employees that consider the Subject Property as its headquarters and office. Of the 212 DMG MORI employees, ninety-nine (99) of these employees reside in Cook County, thirty (32) employees reside in Kane County, and the remaining employees reside in a myriad of counties – from Boone County to Winnebago County. Since opening the Subject Property in 2009, DMG MORI has increased its staffing from 90 to 212 employees at the Subject Property.

DMG MORI has remained committed to continuously improve the Subject Property since taking occupancy in order to remain competitive. From 2005 to present, DMG has spent approximately \$3,500,000 to improve the Subject Property, which included, but is not limited to, improving showrooms and constructing a mezzanine section with a second floor reconfiguration in 2016.

To remain competitive and viable in its industry, DMG MORI has made or desires to make improvements to the Subject Property in order to keep the building suitable for the growing needs of its business operations. Namely, DMG MORI seeks to commit to the following initiatives but with the potential property tax increase as a result of the tax incentive renewal sunseting, they are cautious in their approach. Without a renewal of the tax incentive classification, certain monies allocated in the DMG MORI budget for these initiatives would then need to be re-allocated to cover the substantial increase of their property tax bills. The initiatives DMG MORI seeks to



Mr. Kevin Kramer  
Village of Hoffman Estates  
Page 3 of 4

accomplish include: (1) converting the Subject Property to a national turnkey center featuring facility improvements and renovations; (2) converting the Subject Property to DMG MORI's North American headquarters, which would require additional facility upgrades and improvements and technology/IT upgrades and allow for DMG MORI to host an annual "Innovation Days" convention (sales and marketing event) that would bring in nearly 800-1,000 directors, managers, employees and customers of DMG MORI on a daily basis from all over the world for several days, which DMG MORI reasonably expects attendees will patronize local area businesses (i.e. hotels and restaurants)<sup>1</sup>; (3) converting the Subject Property to Central Region headquarters for the company with accompanying facility upgrades and improvements, but also job creation as it would result in job transfers to the Subject Property from other locations; (4) creation and development of a "Center for Technology Excellence," which would result in new job creation in the sectors of additive manufacturing, medical, aerospace, and automation; (5) establishment of a new sector to operate at the Subject Property for purposes of fulfilling federal government contracts, which would create new engineering jobs; (6) development of a new business sector to operate at Subject Property and would require facility upgrades and new employees; and (7) creation of a machining academy on site.

The projected costs to DMG MORI to implement these initiatives is approximately \$1,850,000 and the approximate timeline to complete each initiative is two to three years. If these initiatives could be implemented, DMG MORI estimates it would create approximately eighteen (18) new, full-time jobs within the first three years at DMG MORI and multiple construction jobs.

Notwithstanding the foregoing and DMG MORI's preference to remain in the Village of Hoffman Estates, DMG MORI has been evaluating other facility options outside of the Village and Cook County, because of the considerably higher real estate taxes for commercial properties like the Subject Property in Cook County. Especially, in the current climate where commercial property owners are being asked to shoulder a larger tax burden in Cook County, it would not be economically feasible for DMG MORI to stay in Hoffman Estates and Cook County without a renewal of the 6b tax incentive classification.

The property tax savings generated from a renewal of the tax incentive classification are fundamentally critical in order for DMG MORI to reinvest in the physical infrastructure of the Subject Property and create new jobs and secure current jobs at the Subject Property so that it can function and operate in Hoffman Estates for years to come. But for the Class 6B tax incentive classification and a renewal thereof, completing the above initiatives and operating at the Subject Property is not economically feasible for DMG MORI.

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<sup>1</sup> "Innovation Days" did not take place in 2020. Furthermore, in 2019, DMG MORI contemplated making this event a periodic event rather than an annual event.



Mr. Kevin Kramer  
Village of Hoffman Estates  
Page 4 of 4

Enclosed for your review are the following documents enclosed herewith:

1. Cook County Class 6b Renewal Application;
2. Company Materials, Brochures;
3. 2019 Appraisal Report of Subject Property;
4. Copy of Plat of Subdivision (2008);
5. Summary of Improvements to Subject Property by DMG MORI; and
6. Copy of Village Resolution 1346-2007.

DMG MORI desires to maintain and foster its relationship with the Village for many years to come and humbly seeks the support of the Village in its request for a renewal of the 6b tax incentive classification based on substantial rehabilitation by means of a Village Resolution. DMG MORI believes that its presence in Hoffman Estates is beneficial to the local economy and intends to strive towards always attaining this goal.

DMG MORI sincerely appreciates your time and consideration. Should you have any questions or comments regarding this matter, please do not hesitate to contact our firm.

Very truly yours,

THE WINKLER GROUP LLC

cc: DMG MORI USA, Inc.

**COOK COUNTY ASSESSOR**  
**Fritz Kaegi**



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

**CLASS 6B/7/8**  
**RENEWAL APPLICATION**

Control Number

62176

A certified copy of the resolution or ordinance obtained from the municipality in which the real estate is located, or from the Cook County Board of Commissioners if located in an unincorporated area, must accompany this Renewal Application. This application, resolution and a filing fee of \$500.00 must be filed. For assistance in preparing this Renewal Application, please contact the Cook County Assessor's Office Development Incentives Department at (312) 603-7529.

**I. Identification of Applicant**

Name: DMG MORI USA, INC. Telephone: ( 847 ) 593-5400  
Address: 2400 HUNTINGTON BLVD  
City, State: HOFFMAN ESTATES, IL Zip Code: 60192  
Email Address: ATAKAHARA@DMGMORI-USA.COM

**Agent/Representative (if any)**

John B. Sprengel  
Name: The Winkler Group LLC Telephone: ( 847 ) 466-5280  
Address: 1699 E. Woodfield Road, Ste. 400  
City, State: Schaumburg, IL Zip Code: 60173  
Email Address: jbsprengel@winkler-law.com

**II. Description of Subject Property**

Street address: 2400 HUNTINGTON BLVD  
City, State: HOFFMAN ESTATES, IL Zip Code: 60192  
Permanent Real Estate Index Number (s): 01-36-402-010-000  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Township: BARRINGTON



**III. Identification of Persons or Entities Having an Interest**

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

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

\*See Exhibit A attached hereto and made a part hereof.

**IV. Property Use**

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

If there have been any changes from the original application, include current copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

\*See Exhibit A attached hereto and made a part hereof.

**V. Nature of Development**

Indicate the nature of the original development receiving the Class 6B/7/8 designation

New Construction

Substantial Rehabilitation

Occupation of Abandoned Property - No Special Circumstance

Occupation of Abandoned Property - With Special Circumstance

**VI. Employment**

How many permanent full-time and part-time employees do you now employ?

**On-Site:** Full-time: 212 Part-time: 0


**In Cook County:** Full-time: 213 Part-time: 0

**VII. Local Approval**

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) must accompany this renewal. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B/7/8 Renewal and has determined that the industrial use of the property is necessary and beneficial to the local economy.

\*See Exhibit B attached hereto.

I, Rajeev Anand the undersigned, certify that I have read this *Renewal Application* and that the statements set forth in this *Renewal Application* and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.



\_\_\_\_\_  
Signature

April 20, 2020

\_\_\_\_\_  
Date

Rajeev Anand

\_\_\_\_\_  
Print Name

CFO

\_\_\_\_\_  
Title

02/19/2020

## **DMG MORI**

DMG MORI Chicago  
2400 Huntington Blvd.  
Hoffman Estates, IL 60182

T: (847) 593-5400  
F: (847) 593-5433

[www.dmgmori.com](http://www.dmgmori.com)

### **Supplement to Class 6b Eligibility Application**

#### **III. Identification of Persons or Entities Having an Interest**

PIN 01-36-402-010-000 is located at the northwestern corner of Huntington Blvd, and Central Road in Hoffman Estates.

- Site Square Footage: 326,256 sq ft
- Building Square Footage: 102,458 sq ft

Owners/Developers: McShane Hoffman MS, LLC

Owners Association: Huntington Woods East Owners Association (HWEOA)  
c/o Millbrook Management, LLC  
485 Half Day Road, Suite 220  
Buffalo Grove, IL 60089

REIT: W.P. Carey & Co. LLC

Occupants: DMG MORI USA, Inc.  
2400 Huntington Blvd  
Hoffman Estates, IL 60182

#### **IV. Property Use**

- Industrial Supply & Manufacturing Assembly Location (42,053 sq ft)

Facility is used to support industrial customers by providing machine tools and other components. Machine tools are used for the manufacturing of tools used in many sectors: automotive, aerospace, medical, oil & gas, etc. Customized manufacturing solutions are assembled at this location.

- Office space (60,405 sq ft)

Office space is used to support the industrial products that we market and support.

File Number

6482-341-8



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

DMG MORI USA, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 16, 2006, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 21ST day of JULY A.D. 2020 .***

*Jesse White*

SECRETARY OF STATE



Office of the Secretary of State Jesse White

*CYBERDRIVEILLINOIS.COM*

## Corporation/LLC Search/Certificate of Good Standing

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### Corporation File Detail Report

File Number      64823418  
Entity Name      DMG MORI USA, INC.  
Status  
ACTIVE

### Entity Information

Entity Type  
CORPORATION

Type of Corp  
DOMESTIC BCA

Incorporation Date (Domestic)  
Tuesday, 16 May 2006

State  
ILLINOIS

Duration Date  
PERPETUAL

### Agent Information

Name  
ILLINOIS CORPORATION SERVICE C

Address

801 ADLAI STEVENSON DRIVE  
SPRINGFIELD , IL 62703

Change Date  
Wednesday, 9 March 2016

### **Annual Report**

Filing Date  
Tuesday, 2 June 2020

For Year  
2020

### **Officers**

President  
Name & Address  
JAMES V NUDO 2400 HUNTINGTON BLVD HOFFMAN ESTATES 60192

Secretary  
Name & Address  
KRISTINE QUEMA 2400 HUNTINGTON BLVD HOFFMAN ESTATES 60192

### **Assumed Name**

INACTIVE  
MORI SEIKI SALES

INACTIVE  
MORI SEIKI UNIVERSITY

INACTIVE  
DMG MORI SEIKI USA

ACTIVE  
DMG MORI SYSTEMS

ACTIVE  
DMG MORI ACADEMY

### **Old Corp Name**

06/06/2006  
NEW MS-USA, INC.

10/03/2013  
MORI SEIKI U.S.A., INC.

07/10/2015  
DMG MORI SEIKI USA, INC.

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

Cook County Bureau of Economic Development (CCBED)  
AFFIDAVIT FOR COOK COUNTY TAX INCENTIVES

Please check the box to indicate the tax incentive category:

- Class 6b, 6B CEERM, 6b TEERM, 6B SER     Class 7a, Class 7b, Class 7c     Class 8, Class 8 CEERM, Class 8 TEERM  
 Class C

On behalf of DMG MORI USA, INC. (the "Applicant"), I hereby certify, represent and warrant the following to the CCBED:

1. Attached as Exhibit 1 hereto and hereby incorporated herein is a true and correct list of all real estate owned in Cook County, Illinois by the Applicant, including all permanent index numbers associated with such real estate.
2. Attached as Exhibit 2 hereto and hereby incorporated herein is a true and correct Disclosure of the Ownership Interests of the Applicant as set forth in Cook County's Code of Ethical Conduct (Cook County, Ill., Code, Ch. 2, Art. VII, Div. 2, Subdiv. VI, Section 2-610).
3. The Applicant is not delinquent in the payment of any property taxes administered by Cook County or by a local municipality.
4. The Applicant is in compliance with all applicable laws, as required by the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "Tax Incentive Ordinance").

Under penalty of perjury, I hereby certify, represent and warrant that I have the knowledge and the authority to provide this Affidavit to the CCBED on behalf of the Applicant. This Affidavit shall be deemed to be the Applicant's Economic Disclosure Statement, as defined in the Tax Incentive Ordinance. The Applicant hereby submits this Affidavit to the CCBED for purposes of complying with the provisions of the Tax Incentive Ordinance.

I hereby acknowledge that the CCBED has not, and will not independently verify the certifications, representations and warranties contained herein. I further acknowledge that the CCBED is entitled to and is in fact relying upon the certifications, representations and warranties contained herein in connection with its support and consent for the above stated tax incentive request of the Applicant to the Office of the Assessor of Cook County, Illinois pursuant to the Tax Incentive Ordinance in connection with property located at 2400 Huntington Boulevard, in Hoffman Estates, Illinois, 60192 (the "Subject Property").

I understand and acknowledge that if the certifications, representations or warranties contained herein are untrue in any respect, the support and consent of the CCBED for the tax incentive classification of the Subject Property may be revoked, and other penalties at law or in equity may apply.

**APPLICANT:**

Name of Company: DMG MORI USA, INC.

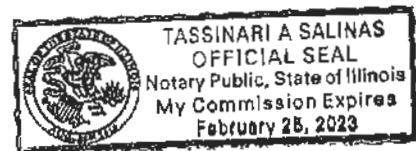
By: [Signature]

Print Name of Signatory: ASUKA TAKAHARA

Print Title of Signatory: GM, BUSINESS DEVELOPMENT

Signed and sworn before me on 9/9/2020 (Date)  
at Cook County (County) Illinois (State)

[Signature] (Notary Public)  
My Commission expires on 2/25/2023



**EXHIBIT 1**

List below or attach all real estate owned in Cook County, Illinois by the Applicant,  
Including all permanent index numbers associated with such real estate.



**Cook County Bureau of Economic Development (CCBED)  
AFFIDAVIT FOR COOK COUNTY TAX INCENTIVES**

**Cook County Bureau of Economic Development (CCBED)  
AFFIDAVIT FOR COOK COUNTY TAX INCENTIVES**

**EXHIBIT 2**

List below or attach Cook County Disclosure of Ownership Interests of the Applicant.

DMG MORI AMERICAS HOLDING CORPORATION

Morisek Hoffman (IL) LLC  
c/o W. P. Carey Inc.  
50 Rockefeller Plaza  
New York, New York 10020

August 19, 2020

Village of Hoffman Estates  
Cook County

Re: DMG MORI USA, INC.'s Renewal of 6b Tax Incentive Classification

Dear Sir/Madam:

Please allow this letter to serve as Morisek Hoffman (IL) LLC's full support for DMG MORI USA, INC.'s renewal of its application for the 6b Tax Incentive Classification.

We own the property located at 2400 Huntington Boulevard, Hoffman Estates. DMG MORI USA, INC. has been our tenant since 2009 and continues to faithfully fulfill its obligations under the property lease.

We wish to ensure that the DMG MORI family remains at our property and in the Village of Hoffman Estates for many years to come and we believe that the renewal of the 6b Tax Incentive Classification will result in its continued presence.

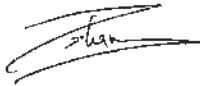
Please feel free to contact us if you have any questions.

Respectfully,

MORISEK HOFFMAN (IL) LLC,  
a Delaware limited liability company

By: CPA:17 Limited Partnership, a  
Delaware limited partnership, its sole  
member

By: CPA17 Merger Sub LLC, a  
Maryland limited liability company, its  
general and limited partner

By:   
Name: Nicolas Isham  
Title: Executive Director

**EXHIBIT 5**  
**CLASS 6B RENEWAL APPLICATION**

**APPLICANT: DMG MORI USA, INC.**  
**CONTROL NO.: 62176**

See attached hereto and made a part hereof.

Asset	SNo.	Class	Cost Ctr	Rsp.CCtr	Asset description	Location	PrpC	Use	Cap.date	Crcy	Prior Period	
											APC FY start	Acquisition
2000220	0	U200	11000	11000	VIDEO CONFERENCE SYSTEM	CHICAGO100		005	06/13/2005	USD	34,421.31	0.00
2000262	0	U200	11000	11000	TV CONFERENCE EQUIP. FROM JAPAN	CHICAGO100		005	11/04/2006	USD	14,137.64	0.00
2000265	0	U200	11000	11000	TV video conferencing system from JAPAN-4 units	CHICAGO100		005	12/01/2006	USD	110,697.93	0.00
2001017	0	U200	91000	91000	CABLES/SWITCHES FOR COMPUTER SYSTEM	CHICAGO100		005	08/24/2009	USD	17,747.36	0.00
2001049	0	U200	11000	11000	CABLES/ROUTES/SUPPORTS	CHICAGO100		005	08/24/2009	USD	3,592.00	0.00
3000039	0	U300	91000	11000	BUILDING MODIFICATIONS	CHICAGO100		020	08/24/2009	USD	330,234.00	0.00
3000040	0	U300	91000	91000	CONNECTOR PLUGS, CABLE & TRANSFORMER	CHICAGO100		020	09/24/2009	USD	19,446.00	0.00
3000041	0	U300	11000	11000	DRYWALL IN SHOWROOM	CHICAGO100		005	10/01/2009	USD	69,800.00	0.00
3000042	0	U300	11000	11000	DRYWALL FENCE @ MESSANINE	CHICAGO100		005	10/01/2009	USD	6,895.00	0.00
3000043	0	U300	72000	72000	SHOWROOM PROJECT-SOFTWARE TRAINING AREA	CHICAGO200		005	10/22/2009	USD	17,864.00	0.00
3000044	0	U300	11000	11000	STAIRS	CHICAGO100		005	10/28/2009	USD	15,171.00	0.00
2001077	0	U200	11000	11000	VIDEO CONFERENCING EQUIPMENT	CHICAGO100		005	02/18/2010	USD	22,919.53	0.00
3000047	0	U300	91000	91000	DMG AMERICA CABLING	CHICAGO100		003	09/01/2010	USD	6,200.00	0.00
3000048	0	U300	91000	91000	SUITE MODIFICATION	CHICAGO100		005	09/17/2010	USD	25,390.00	0.00
2001120	0	U250	91000	91000	VIDEO CONFERENCE EQUIPMENT	CHICAGO100		003	02/01/2011	USD	13,767.10	0.00
3000049	0	U300	91000	91000	DMG CONFERENCE ROOM/CUBICLE SPACE	CHICAGO100		010	02/01/2011	USD	37,144.00	0.00
3000052	0	U300	91000	91000	SECURITY ACCESS CONTROL	CHICAGO100		005	09/01/2011	USD	39,277.24	0.00
2001238	0	U250	91400	91400	VIDEO CONFERENCING EQUIPMENT	CHICAGO100		003	10/01/2011	USD	7,843.19	0.00
2001321	0	U250	91000	91000	Cisco EX60 Videoconference System	CHICAGO100		003	05/08/2012	USD	8,141.60	0.00
3000053	0	U300	91000	11000	Emergency Shower	CHICAGO100		005	05/16/2012	USD	6,475.00	0.00
3000053	1	U300	91000	11000	First Aid Room	CHICAGO100		005	05/16/2012	USD	7,639.00	0.00
3000053	2	U300	91000	11000	South Employee Entrance Door	CHICAGO100		005	05/16/2012	USD	7,443.00	0.00
3000053	3	U300	91000	11000	University Printing Area	CHICAGO100		005	05/16/2012	USD	19,534.00	0.00
2001330	0	U250	91000	91000	Cisco Systems- Web conference	CHICAGO100		003	07/12/2012	USD	5,812.57	0.00
3000055	0	U300	91000	91000	South Conference Room- CHI HQ	CHICAGO100		010	10/01/2012	USD	107,447.00	0.00
2001379	0	U200	91000	91000	SOUTH CONFERENCE ROOM EQUIPMENT	CHICAGO100		005	01/01/2013	USD	77,826.77	0.00
3000062	0	U300	91000	11000	CHICAGO TC SHOWROOM FLOORING	CHICAGO100		003	03/06/2015	USD	283,186.71	0.00
3000063	0	U300	91000	91000	PRESIDENTS OFFICE RENOVATION	CHICAGO100		005	03/25/2015	USD	215,350.00	0.00
3000065	0	U300	91400	91400	DALLAS SHOWROOM PROJECT	CHICAGO100		005	04/01/2015	USD	395,610.36	0.00
2001610	0	U250	91000	11000	CHICAGO CONFERENCE ROOM 4 PROJECTOR	CHICAGO100		003	05/20/2015	USD	3,683.40	0.00
2001622	0	U250	11000	11000	CONFERENCE ROOM 4 EQUIPMENT	CHICAGO100		003	05/20/2015	USD	0.00	0.00
3000068	0	U300	95220	95220	ELECTRICAL IMPROVEMENTS	CHICAGO100		005	05/26/2015	USD	71,824.59	0.00
3000067	0	U300	71000	71000	CHICAGO USED MACHINE SHOWROOM IMPROVEMENT	CHICAGO200		005	06/17/2015	USD	445,317.84	0.00
3000070	0	U300	91000	11000	ASH LAB	CHICAGO100		005	08/06/2015	USD	44,893.69	0.00
3000073	0	U300	91000	11000	DRYWALL REPAIRS FOR PLUMBING- HQ	CHICAGO100		005	09/08/2015	USD	1,769.00	0.00
3000074	0	U300	91000	91000	DR SCHMIDT OFFICE UPGRADE	CHICAGO100		005	11/09/2015	USD	1,275.00	0.00
2001667	0	U250	91000	91000	VIDEO CONFERENCE EQUIPMENT	CHICAGO100		005	11/13/2015	USD	11,067.60	0.00
2001667	1	U250	91000	91000	VIDEO CONFERENCE EQUIPMENT	CHICAGO100		005	11/13/2015	USD	11,067.60	0.00
2001667	2	U250	91000	91000	VIDEO CONFERENCE EQUIPMENT	CHICAGO100		005	11/13/2015	USD	11,067.60	0.00
2001667	3	U250	91000	91000	VIDEO CONFERENCE EQUIPMENT	CHICAGO100		005	11/13/2015	USD	11,067.60	0.00
2001667	4	U250	91000	91000	VIDEO CONFERENCE EQUIPMENT	CHICAGO100		005	11/13/2015	USD	11,067.60	0.00

2001667	5	U250	91000	91000	VIDEO CONFERENCE EQUIPMENT	CHICAGO100	005	11/13/2015	USD	11,067.60	0.00
2001667	6	U250	91000	91000	VIDEO CONFERENCE EQUIPMENT	CHICAGO100	005	11/13/2015	USD	11,067.60	0.00
2001667	7	U250	91000	91000	VIDEO CONFERENCE EQUIPMENT	CHICAGO100	005	11/13/2015	USD	11,067.60	0.00
2001667	8	U250	91000	91000	VIDEO CONFERENCE EQUIPMENT	CHICAGO100	005	11/13/2015	USD	11,067.60	0.00
2001667	9	U250	91000	91000	VIDEO CONFERENCE EQUIPMENT	CHICAGO100	005	11/13/2015	USD	11,067.60	0.00
2001667	10	U250	91000	91000	VIDEO CONFERENCE EQUIPMENT	CHICAGO100	005	11/13/2015	USD	11,067.60	0.00
2001667	11	U250	91000	91000	VIDEO CONFERENCE EQUIPMENT	CHICAGO100	005	11/13/2015	USD	11,067.60	0.00
2001667	12	U250	91000	91000	VIDEO CONFERENCE EQUIPMENT	CHICAGO100	005	11/13/2015	USD	11,067.59	0.00
3000077	0	U300	11000	11000	CHICAGO MEZZANINE LEASEHOLD	CHICAGO100	005	01/20/2016	USD	0.00	0.00
2001696	0	U250	91400	91400	CHI TC CONFERENCE ROOM 3 EQUIPMENT	CHICAGO100	003	02/22/2016	USD	3,666.50	0.00
3000107	0	U300	91700	91700	CHICAGO MEZZAANINE PROJECT	CHICAGOSHO	005	03/15/2016	USD	0.00	0.00
3000104	0	U300	91700	91700	CHICAGO MEZZAANINE PROJECT	CHICAGOSHO	005	04/01/2016	USD	0.00	0.00
3000111	0	U300	91700	91700	CHICAGO MEZZAANINE PROJECT	CHICAGOSHO	005	04/15/2016	USD	4,729.49	0.00
3000117	0	U300	91700	91700	CHICAGO MEZZAANINE PROJECT	CHICAGOSHO	005	05/12/2016	USD	0.00	0.00
3000126	0	U300	91400	91400	CHICAGO MEZZAANINE PROJECT	CHICAGOSHO	005	05/12/2016	USD	0.00	0.00
3000112	0	U300	91700	91700	Showroom security	CHICAGOSHO	005	05/18/2016	USD	2,180.25	0.00
3000116	0	U300	91700	91700	CHICAGO MEZZAANINE PROJECT	CHICAGOSHO	005	05/20/2016	USD	0.00	0.00
3000114	0	U300	91700	91700	CHICAGO MEZZAANINE PROJECT Literature wall structu	CHICAGOSHO	005	05/24/2016	USD	0.00	0.00
2001869	0	U250	91400	91400	Cisco Stacking Cables	CHICAGO100	003	05/31/2016	USD	7,768.45	0.00
3000138	0	U300	91700	91700	CHICAGO MEZZAANINE PROJECT	CHICAGOSHO	005	05/31/2016	USD	885,788.56	0.00
2001960	0	U200	91000	91000	Second floor reconfiguration chicago	CHICAGO100	005	09/12/2016	USD	32,347.08	0.00
2001961	0	U200	91000	91000	Second floor reconfiguration chicago	CHICAGO100	005	09/15/2016	USD	1,085.65	0.00
2002018	0	U200	91000	91000	Second floor reconfiguration Chicago TC	CHICAGO100	005	09/30/2016	USD	7,638.68	0.00
3000175	0	U300	71000	71000	CI Flooring in the USED showroom	CHICAGOSHO	005	01/01/2017	USD	55,292.32	0.00
3000192	0	U300	91700	91700	Chicago TC Server Room Update	CHICAGO100	005	03/28/2017	USD	32,465.00	0.00
3000214	0	U300	91000	91000	Chicago TC Logo Replacement	CHICAGO100	005	04/28/2017	USD	953.60	0.00
3000201	0	U300	91000	91000	Sound System for Chicago TC	CHICAGO100	005	05/12/2017	USD	2,706.90	0.00
3000220	0	U300	91700	91700	Server Room HVAC	CHICAGO100	005	07/19/2017	USD	10,150.00	0.00
3000228	0	U300	91000	91000	Door Replacement for Chicago TC	CHICAGO100	005	10/09/2017	USD	6,459.50	0.00
3000356	0	U300	91700	91700	Chicago HQ Door Modification	CHICAGO100	005	01/18/2018	USD	6,459.50	0.00
2003117	0	U200	91700	91700	CHICAGO MEZZANINE PROJECT	CHICAGO100	005	01/01/2019	USD	0.00	0.00
3000375	0	U300	91000	91000	2018 HQ 2nd FLOOR RENOVATION PROJECT	CHICAGO100	005	01/01/2019	USD	0.00	0.00
2003158	0	U200	91400	91400	Video Confer System -Cables, Mointor-Nudo's office	CHICAGO100	005	08/21/2019	USD	0.00	2,548.21
2003160	0	U200	11000	11000	REMOVAL/INSTALL OF WINDOW SHADES-HQ	CHICAGO100	005	08/27/2019	USD	0.00	340.00
2003163	0	U200	91000	91000	EXECUTIVE OFFICE DEVELOPMENT HQ T/C	CHICAGO100	005	09/10/2019	USD	0.00	991.30
2003159	0	U200	91300	91300	Window Shades for Legal Offices - HQ	CHICAGO100	005	09/12/2019	USD	0.00	1,841.31



# HOFFMAN ESTATES

OFFICE OF THE VILLAGE CLERK

Bev Romanoff  
VILLAGE CLERK

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK AND KANE )

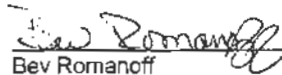
### CERTIFICATE

I, Bev Romanoff, Village Clerk of the Village of Hoffman Estates, in the Counties of Cook and Kane and the State of Illinois, DO HEREBY CERTIFY that the annexed and foregoing is a true and correct copy of the following document now on file:

Resolution No. 1346 - 2007 a resolution approving certain real estate to be appropriated for the Class 6B incentive program (Mc Vickers) was passed by the Board of Trustees at a regular meeting on November 5, 2007.

I, FURTHER CERTIFY that the original document, of which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Hoffman Estates aforesaid, at the said Village, in the Counties of Cook and Kane and the State of Illinois, aforesaid, this 7<sup>th</sup> day of November, 2007.

  
Bev Romanoff  
Village Clerk

**A RESOLUTION APPROVING  
CERTAIN REAL ESTATE TO BE APPROPRIATE  
FOR THE CLASS 6B INCENTIVE PROGRAM**

WHEREAS, the Cook County Real Property Assessment Classification Ordinance requires the Village's support and consent for an application for a 6B real estate classification under Sec. 74-63 (7), and

WHEREAS, McVickers Development LLC ("McVickers") proposes to develop, own, manage, and lease a premier custom industrial facility at the parcel on the northwest corner of the intersection of Huntington Boulevard and Central Road to Mori Seiki U.S.A., Inc. ("Mori Seiki"), and

WHEREAS the development ("Project"), which will include an approximate 102,000 square foot industrial building for use by Mori Seiki, is dependent upon Mori Seiki's commitment to the Project, and

WHEREAS, Mori Seiki's proposed commitment, in terms of Project size, cost, and related operations represents an extraordinary increase in their Illinois presence and financial commitment, and

WHEREAS, Mori Seiki cannot make this financial commitment nor execute a binding lease contract with McVickers without a commitment of support from the Village for a Cook County 6B real estate classification, and

WHEREAS, McVickers cannot reasonably close on the purchase of the land or finalize Project development plans without a binding lease with a Mori Seiki, and

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

WHEREAS, it is in the best interests of the Village of Hoffman Estates and its residents to attract new and diverse businesses and support and consent to an application for a Cook County 6B real estate classification for the subject property.

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



Section 1: That the Village of Hoffman Estates supports and consents to the filing of a Class 6B application on said real estate located at the northwest corner of Huntington Boulevard and Central Road (P.I.N. 01-36-402-007) and finds Class 6B classification under the Cook County Real Estate Classification System necessary for development to occur on the subject property.

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

PASSED THIS 5 day of November, 2007

APPROVED THIS 5 day of November, 2007

VOTE	AYE	NAY
Trustee Mills	<u>  x  </u>	<u>    </u>
Trustee Collins	<u>  x  </u>	<u>    </u>
Trustee Kincaid	<u>  x  </u>	<u>    </u>
Trustee Green	<u>  x  </u>	<u>    </u>
Trustee Newell	<u>  x  </u>	<u>    </u>
Trustee Pilafas	<u>  x  </u>	<u>    </u>

APPROVED:

William F. McLeod  
Village President

ATTEST:

B. J. Romanoff  
Village Clerk

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request approval of a Resolution authorizing the Village President to enter into a Purchase and Sale Agreement with ABYGOLF, INC for the sale of 75-85 East Golf Road

**MEETING DATE:** September 14, 2020

**COMMITTEE:** Planning, Building and Zoning

**FROM:** <sup>KK</sup> Kevin Kramer/Arthur Janura

**REQUEST:** Request approval of a Resolution authorizing the Village President to enter into a Purchase and Sale Agreement (PSA) with ABYGOLF, INC for the sale of 75-85 East Golf Road.

**BACKGROUND:** The Village acquired the two properties in November 2012, and demolished both structures immediately thereafter. The parcels combine for about 0.7 acres. A plat of subdivision creating a development lot and an outparcel to expand the entrance road from Golf Road was approved in 2017. These actions all prepared the site for sale and redevelopment as retail space with desirable frontage on Golf Road generating property tax increment for the TIF and sales/food and beverage taxes for the Village.

The Village previously entered into a PSA with The Sterling Organization but the agreement expired when Sterling failed to perform and fulfill the terms of the PSA.

The Village sent out an Request For Proposal (RFP) in the fall of 2019, and after receiving only one response, decided to negotiate separately with other developers. In early 2020, the broker for ABYGOLF approached Village staff about his client purchasing the site and developing a quick-serve restaurant immediately.

**DISCUSSION:** The attached PSA for 75-85 East Golf Road mirrors the PSA previously entered into for this site. The developer would like to approve this agreement and finalize site plans for a Popeye's Louisiana Kitchen drive-thru restaurant for this site. Key points of the PSA follow:

- ◆ Purchaser (ABYGOLF INC) will pay \$800,000 at closing with \$25,000 in earnest money after approval of the PSA.
- ◆ Purchaser will develop the site with a Popeye's Louisiana Kitchen drive-thru restaurant. This is depicted in Exhibit B (the Concept Site Plan). This site plan achieves goals established in the TIF Plan in 2003 to induce new development and improve the retail viability of the parcel.

**DISCUSSION:** (Continued)

- ◆ Closing on the property will occur within 180 days following the approval of the PSA.
- ◆ The seller shall obtain a new Plat of Survey and Plat of Consolidation for which the Village will reimburse up to \$9,000 at closing. These costs are typical of the seller to pay but because the purchaser's engineering consultants will be onsite anyway, they have agreed to do the work.
- ◆ All brokerage fees will be paid by the purchaser as the Village does not use a broker.
- ◆ A 60 day inspection (due diligence) period commences upon approval of this PSA.

**RECOMMENDATION:**

Approval of a Resolution authorizing the Village President to enter into a Purchase and Sale Agreement with ABYGOLF, INC for the sale of 75-85 East Golf Road.

Attachments

cc: David Horwitch (Horwitch, Goldstone & Shaw)  
Aby Mohamed (ABYGOLF, INC)

RESOLUTION NO. \_\_\_\_\_ - 2020

VILLAGE OF HOFFMAN ESTATES

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO A PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF HOFFMAN ESTATES AND ABYGOLF INC. (75 AND 85 E. GOLF ROAD PROPERTIES)

WHEREAS, Article VII, Section 6 of the 1970 Illinois Constitution authorizes the Village of Hoffman Estates and the ABYGOLF INC. to contract upon matters of mutual interest; and

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

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

Section 1: That the Village President of the Village of Hoffman Estates is hereby authorized to sign the Purchase and Sale Agreement between the Village of Hoffman Estates and ABYGOLF INC.

Section 2: That this Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2020

Table with 5 columns: VOTE, AYE, NAY, ABSENT, ABSTAIN. Rows list names of Trustees and the President with corresponding lines for voting.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

\_\_\_\_\_  
Village President

ATTEST:

Village Clerk

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”) between the Village of Hoffman Estates, a municipal corporation (“Seller”) and ABYGOLF, INC, an Illinois Corporation (“Purchaser”).

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

1. **Property to be Purchased.** Seller is the owner of a certain parcel of land (“Seller’s Parcel”) legally described on **Exhibit A** attached hereto, with a common address of 75 and 85 E. Golf Road, Hoffman Estates, Illinois (PINs 07-15-200-047-0000 & 07-15-200-048-0000). Subject to compliance with the terms and conditions of this Agreement, Seller shall sell to Purchaser and Purchaser shall purchase from Seller the aforementioned property together with all easements, tenements, hereditaments, and appurtenances belonging thereto (collectively the “Property”). Title shall be conveyed via a Warranty Deed, subject to exceptions shown on public record.

2. **Purchase Price.** The purchase price for the Property (“Purchase Price”) shall be Eight Hundred Thousand and No/100ths Dollars (\$800,000.00). Purchaser shall pay an amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) (the “Earnest Money”) to Seller within two (2) business days after the Effective Date, with the balance to be paid by immediately available funds at the closing hereunder.

3. **Title and Survey.** Seller agrees to convey fee simple title in the Property to Purchaser subject only to such exceptions to title as are defined herein as the Permitted Exceptions.

A. Seller shall deliver to Purchaser a title commitment for an owner’s title insurance policy for the amount of the purchase price (the “Commitment”). The Permitted Exceptions shall be deemed to include the following: (a) any taxes, charges and assessments levied and/or assessed against the Property or any portion thereof that are not yet due and payable, (b) the rights, if any, of any utility or quasi-utility company to maintain lines, pipes, wires, cables, poles and distribution boxes and equipment in, under, over and upon the Property, as contained within the title commitment and survey, and to be insured under a title insurance policy under terms and conditions as contained within the title commitment and/or standard commitments of the issuing title company, (c) any encumbrances, claims or other matters arising on account of, through or under Purchaser, its employees, agents, contractors and consultants, or any act, omission, fault or neglect of Purchaser, its employees, agents, contractors and consultants, and (d) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at

the closing and which the Seller shall so remove on or before the closing, (e) any items identified on Schedule B of the Commitment.. The Commitment shall be conclusive evidence of good title as therein shown to all matters insured by the policy, subject only to the exceptions as therein stated.

B. Seller shall at the time of closing provide Purchaser an updated survey of the Property.

C. If the Commitment or survey discloses other matters detracting from or defects in the title or survey of the Property, Purchaser may within five (5) business days after receipt of the last of the Commitment or Survey; (i) waive such objections; (ii) cancel and terminate this Agreement by notice in writing to Seller; or (iii) give written notice to Seller to attempt to cure such objections and allow Seller thirty (30) days within which to cause the same to be cured. In the event that Seller cannot cure any defect of the title or Survey within said cure period, Seller may terminate this Agreement or Purchaser, at its option, may waive such defects and close in accordance with the terms and conditions of this Agreement.

4. **Condemnation.** If prior to the closing the Property is the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Purchaser and Seller shall each have the right to terminate this Agreement upon notice to the other, and all Earnest Money heretofore paid by Purchaser shall be refunded to Purchaser if Purchaser has performed all of its obligations hereunder. If neither party exercises its right of termination, any and all proceeds arising out of such eminent domain or taking shall be assigned to or paid over to the Purchaser on the Closing Date.

5. **Representations.**

A. Seller represents and warrants to Purchaser (i) that it has the right, power and authority to enter into this Agreement, and the persons executing this Agreement on behalf of Seller have been duly and validly authorized by Seller to enter into this Agreement and have the right, power and authority to enter into this Agreement and bind Seller, (ii) that Seller has not received any currently outstanding written notices from any governmental authority of any currently pending condemnation of all or any portion of the Property; (iii) that it has no knowledge of the presence of: any hazardous substances on the Property; of any spills, releases, discharges or disposal of hazardous substances that have occurred or are presently occurring on or onto the Property; or of any spills or disposal of hazardous substances that have occurred or are occurring off the Property as a result of any operation or use of the Property; that any portion of the Property is located in U.S. wetlands, flood plain or other special or environmentally protected area or has ever been used for a landfill, gas station, dry cleaner, dump site or for the generation, treatment, handling, manufacture, storage or distribution of hazardous

substances; or there are underground storage tanks on the Property; other than those items contained in Phase I environmental reports dated August 23, 2012.

B. Purchaser represents and warrants to Seller that it has written evidence (i) as to their the right, power and authority to enter into this Agreement, and the persons executing this Agreement on behalf of Purchaser have been duly and validly authorized by Purchaser to enter into this Agreement and have the right, power and authority to enter into this Agreement and bind Purchaser, (ii) that it has received approval from the Popeyes Louisiana Kitchen, Inc. ("Popeyes") to construct and operate a drive-thru restaurant on the Property, and (iii) Purchaser has sufficient funds to purchase the property and develop the site in accordance with the Concept Site Plan attached as **Exhibit B**.

C. All representations, covenants and warranties set forth in this paragraph 5 shall be continuing and shall be true and correct in all material respects on and as of the Closing with the same force and effect as if made at that time, and Seller shall deliver an affidavit or certificate at Closing stating such.

6. **Closing.** The closing of the purchase and sale shall take place not more than 180 days after the Effective Date. The closing shall take place at the office of the title company that has issued the title commitment.

7. **Possession.** Possession by Purchaser shall take place upon closing.

8. **Seller's Deliveries at Closing.** At or prior to the Closing Date, Seller shall deliver, or cause to be delivered, to Purchaser the following items:

A. Warranty Deed substantially in customary form, subject only to the exceptions shown on public record and any other exceptions accepted by Purchaser.

B. An affidavit of Seller containing the information required pursuant to Section 1445(b)(2) of the Internal Revenue Code, as amended ("Code").

C. An affidavit of title.

D. ALTA statements.

E. Transfer declarations required to be executed by Seller.

F. A counterpart original of the closing statement.

G. Any other documents and instruments that may be required by this Agreement to be delivered by Seller at closing or reasonably required of Seller to effectuate the transactions contemplated by this Agreement.

9. **Purchaser's Deliveries at Closing.** At or prior to the Closing Date, Purchaser shall deliver, or cause to be delivered, to Seller the following items:

A. Transfer declarations required to be executed by Purchaser.

B. A counterpart original of the closing statement.

C. Any other documents and instruments that may be required by this Agreement to be delivered by Purchaser at closing or reasonably required of Purchaser to effectuate the transactions contemplated by this Agreement.

D. A \$50,000 escrow with the Seller held by the title company ensuring construction of a Popeyes within 18 months of the Closing Date, to be released upon completion of construction, subject to Paragraph 14(P).

E. A plat of survey and plat of consolidation (See Paragraph 10 (v)) of the property as show in **Exhibit C**.

10. **Closing Costs.** The following costs and expenses shall be paid as follows in connection with the closing:

A. Seller shall pay:

(i) The standard premium charges for the Commitment and Title Policy (including extended coverage over the general exceptions but excluding any endorsements requested by Purchaser).

(ii) All state and county transfer taxes imposed on the conveyance, and local transfer taxes if Seller is the party responsible for local transfer taxes shall be as set forth by statute or local ordinance.

(iii) One-half of any escrow fee or closing fee to be charged by the title company.

(iv) Seller's attorneys' fees.

(v) The cost of the Survey and Plat of Consolidation and shall credit the Purchaser in the amount not to exceed \$9,000.00.

B. Purchaser shall pay the following costs in connection with the closing:



- (i) The charges for any endorsements to the Commitment and Title Policy that Purchaser may request.
- (ii) All local transfer taxes imposed on the conveyance if Purchaser is the party responsible for local transfer taxes shall be as set forth by statute or local ordinance.
- (iii) The cost of recording the Warranty Deed and any mortgage, easement or other documents or agreements that Purchaser elects to have or requires be recorded.
- (iv) One-half of any escrow fee or closing fee to be charged by the title company.
- (v) Purchaser's attorneys' fees.
- (vi) The standard premium charges for the Loan Policy (including any endorsements).
- (vii) The cost of any tests and/or examinations Purchaser might elect to perform including environmental assessments.
- (viii) All brokerage and sales fees from this transaction will be the responsibility of the Purchaser to pay. Purchaser shall pay David Caplan a broker commission of \$30,000 for this transaction.

11. **Prorations and Adjustments.** There will be no Prorations and Adjustments. For real estate tax purposes, the property is presently tax-exempt. Notwithstanding the above, if a tax bill is issued for the period of Seller's ownership of the Property, Purchaser has the right to seek tax exemption status from Cook County in cooperation with the Seller for the applicable portion.

12. **Due Diligence Period.** Purchaser shall have a period of sixty (60) days from the Effective Date (the "Due Diligence Period") to perform an inspection of the Property. In the event Purchaser, in its sole discretion, determines during the Due Diligence Period that the Property is not suitable, Purchaser may terminate this Agreement. In such event, Purchaser shall notify Seller in writing of its election to terminate on or before the last day of the Due Diligence Period. In such event the Earnest Money shall be refunded to Purchaser and this Agreement shall be deemed terminated. During the Due Diligence Period, Purchaser, its agents, employees or representatives, shall have reasonable physical access to the Property to conduct such studies and inspections as are deemed necessary by Purchaser in the performance of its due diligence. Seller shall give to Purchaser, its agents, employees and representatives, reasonable access to all the information, surveys, plans, specifications, engineering or environmental studies, and other documents that Seller, its

agents or employees, have within their possession or control which pertain to the Property.

13. **Remedies.**

A. If prior to or on the Closing Date Seller defaults in performing any of Seller's obligations under this Agreement, and fails to cure such default after ten (10) days written notice from Purchaser, Purchaser may (i) terminate this Agreement, or (ii) seek to enforce specific performance in respect of conveyance of the Property in accordance with the terms of this Agreement. Such alternate rights and remedies (i.e., clauses (i) and (ii) above) shall be Purchaser's sole and exclusive rights and remedies on account of Seller defaults.

B. If Purchaser shall default in the performance of any of Purchaser's agreements and obligations under this Agreement to purchase the Property, and fails to cure such default after ten (10) days written notice from Seller, Seller may elect to either (i) terminate this Agreement, or (ii) seek to enforce specific performance in respect of conveyance of the Property in accordance with the terms of this Agreement. Such alternate rights and remedies (i.e. clauses (i) and (ii) above) shall be Seller's sole and exclusive rights and remedies on account of Purchaser's defaults.

14. **Miscellaneous.** The following general provisions govern this Agreement:

A. **No Waivers.** The waiver by either party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either party, in its sole discretion may waive any right conferred upon such party by this Agreement, provided that such waiver shall only be made by giving the other party written notice specifically describing the right waived.

B. **Time of Essence.** Time is of the essence of this Agreement.

C. **Governing Law.** This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the parties hereto hereby agree and consent and submit themselves to the Circuit Court of Cook County, Illinois.

D. **Notices.** All notices and demands given or required to be given by any party hereto to any other party shall be deemed to have been properly given if and when delivered in person (with verification of receipt), one (1) business day after deposited with an overnight courier service (e.g. Federal Express and UPS) for next business day delivery or three (3) business days

after having been deposited with the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section) and sent by email:

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

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

Village of Hoffman Estates  
1900 Hassell Road  
Hoffman Estates, IL 60169  
Attn: Village Manager

If to Purchaser: Aby Mohamed  
7304 Yorkshire Street  
Joliet, IL 60431  
Attn: Aby Mohammed  
abysidi@gmail.com

With a copy to: Horwitch Goldstone & Shaw LLC  
601 Skokie Blvd, Ste 306  
Northbrook, IL 60062  
Attn: David Horwitch  
dhorwitch@hgslegal.com

In the event either party delivers a notice by facsimile, as set forth above, such party agrees to on the same day deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by facsimile, provided that the procedures set forth above are fully complied with. Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party. Any notice or demand by any party may be effectively given by such party's attorney.

E. Assignability. This Agreement and the rights set out herein may not be assigned or sold by Purchaser or Seller.

F. Invalidity. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

G. Gender and Number. Within this Agreement words of any gender shall be held and construed to include any other gender and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

H. No Recordation. Neither this Agreement nor any memorandum of other evidence thereof may be recorded against Seller's Parcel or any portion thereof (including, without limitation, the Property).

I. Disclosure. In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the parties, the Purchaser or an authorized managing member thereof shall submit an affidavit affirming under penalties of perjury to the Village disclosing the identity of every owner and beneficiary who shall obtain any interest, real or personal, in the Property, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation after having obtained such an interest in the Property or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the Purchaser or its managing agent that there is no readily known individual who shall obtain a greater than 7½% percent interest, real or personal, in the Property or the Property. The affidavit shall be substantially similar to the one described in **Exhibit D**. Said affidavit shall be updated, as necessary.

J. As Is. As a material inducement to Seller to execute this Agreement, Purchaser agrees, represents and warrants that, except as otherwise set forth herein (i) prior to closing, Purchaser will have fully examined and inspected the Property, together with any documents and materials with respect to the Property which Purchaser deems necessary or appropriate in connection with its investigation and examination of the Property, (ii) Purchaser will have accepted and will be fully satisfied in all respects with the foregoing and with the physical condition, environmental condition, value, financing status, and prospects of the Property, (iii) the Property will be purchased by Purchaser "As Is" and, upon the closing, Purchaser shall assume responsibility and liability for the ownership, operation and physical condition, of the Property, whenever such condition may have arisen, whether prior to, on, or after the Closing Date, (iv) Purchaser will have decided to purchase the Property

solely on the basis of its own independent investigation. Purchaser hereby acknowledges and agrees that Seller has not made, does not make, and has not authorized anyone else to make any representation and warranty as to the past, present or future physical condition, environmental condition, value, financing status and prospects, or any other matter or thing pertaining to the Property, except as expressly set forth herein. SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PROPERTY, EXCEPT (IF SUCH BE THE CASE) AS EXPRESSLY SET FORTH HEREIN. Seller shall not be liable for, or be bound by, any verbal or written statements, representations, real estate broker's "setups" or information pertaining to the Property furnished by any real estate broker, agent, employee, servant or any other person.

K. Business Days. If the Closing Date or any other date described in this Agreement by which one party hereto must give notice to the other party hereto or must fulfill an obligation is a Saturday, Sunday or a day observed by the Federal government or by the State of Illinois government as a legal holiday, then such Closing Date or such other date shall be automatically extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

L. Construction. This Agreement shall not be construed more strictly against one party than against the other party merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.

M. Exhibits. The following exhibits are attached hereto and made a part hereof or including herein by reference and made a part hereof:

- Exhibit A – Legal Description
- Exhibit B – Concept Site Plan
- Exhibit C – Plat of Survey
- Exhibit D – Disclosure Affidavit

N. Complete Agreement. All understandings and agreements heretofore had between are merged into this Agreement which alone fully and completely expresses this Agreement may be changed only in writing signed by all of the parties hereto.

O. Conditions Precedent to Purchaser's Obligation to Close. Purchaser's obligation hereunder to close shall be contingent upon and subject to the

following conditions, any of which Purchaser may waive by notice, in writing, to Seller at any time prior to the Closing Date:

- (a) That the warranties and representations made by Seller in paragraph 5 of this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though made on and as of such date.
- (b) That Seller shall have performed all covenants and obligations and complied with all conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.
- (c) The title company must provide an owner's title insurance policy in an amount equal to the full Purchase Price for the Property including extended coverage over the general exceptions, insuring in Purchaser a good and marketable fee simple title to the Property, subject to exceptions shown on public records.
- (d) All construction and site plan approvals have been issued by Seller for the construction of the Popeyes restaurant with drive-thru, provided the Purchaser has complied with all State, County and Local laws, including but not limited to, the site plan approval process in the Village Code.
- (e) The Plat of Consolidation has been completed and will be recorded prior to Closing combining Lot 1 and Outlot A as set forth on **Exhibit A**.

If any condition precedent, above, to the Closing has not been satisfied or waived by Purchaser as of the Closing Date then, after thirty (30) days prior written notice to Seller with an opportunity to cure, at Purchaser's option, (i) this Agreement shall be canceled and terminated with all Earnest Money returned to Purchaser; or (ii) Purchaser may postpone the Closing until such conditions precedent are completed.

P. Termination. Notwithstanding any other provisions of this Agreement, anytime after 180 days of the Effective Date both the Seller and Purchaser have an absolute right to cancel and terminate this Agreement with Earnest Money returned to Purchaser. However, subject to the last sentence in this paragraph, Seller shall not have the right to terminate this Agreement so long as (i) Purchaser has made the necessary applications for the construction and site plan approvals, the construction of the Popeyes restaurant, and the Plat of Consolidation, or (ii) the conditions precedent set forth in O above have not been satisfied or waived by Purchaser. Purchaser shall have 30 days to modify any applications that are not approved by Seller. In the event that Purchaser does not provide modified applications within

[11]

such 30 day period, Seller's right to terminate this Agreement after 180 days of the Effective Date shall be in full force and effect.


Notwithstanding, any other provisions of this paragraph, in order to obtain the Warranty Deed at Closing, Purchaser must make a timely payment of the Purchase Price at Closing.

[EXECUTION PAGE FOLLOWS]

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

PURCHASER:  
ABYGOLF, INC,  
an Illinois Corporation

SELLER:  
VILLAGE OF HOFFMAN ESTATES,  
a municipal corporation

By: 

By: \_\_\_\_\_

Name: Mohamed Elmasri  
Mohamed

Name: \_\_\_\_\_

Its: President

Its: \_\_\_\_\_

Date: 9-10-2020

Date: \_\_\_\_\_



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

LOT 1 AND OUTLOT A IN THE FINAL PLAT OF 75/85 GOLF ROAD  
SUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 14 IN BLOCK 1 IN  
HOFFMAN ESTATES I, BEING A SUBDIVISION OF PART OF SECTION 14 AND  
15, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT "B"

CONCEPT SITE PLAN

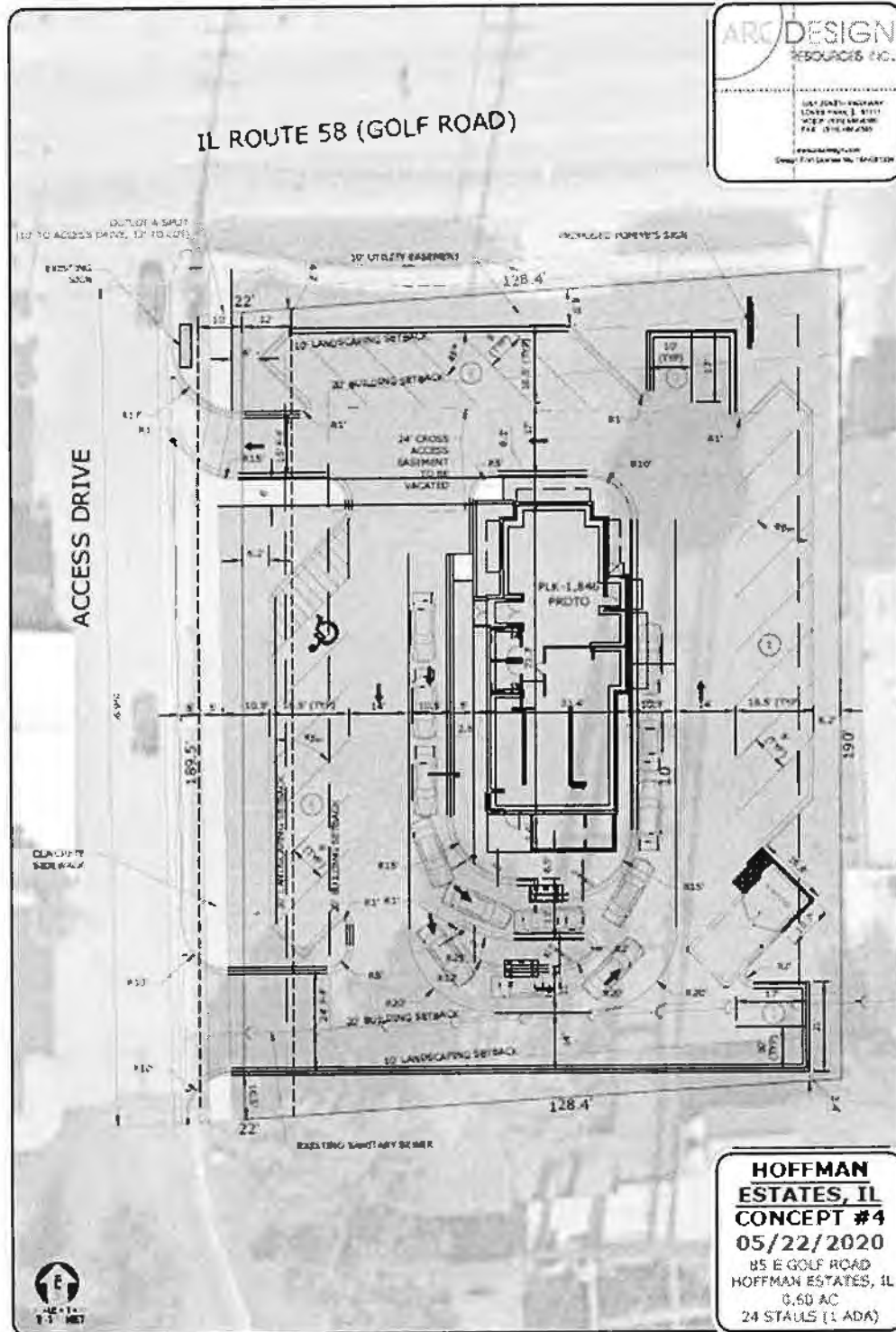




EXHIBIT "D"

DISCLOSURE AFFIDAVIT

State of Illinois     )  
                                  )  
County of Cook     )

THE PURCHASER MUST SIGN THIS AFFIDAVIT

I, Mohamed Ousman, <sup>60431</sup> reside at 7304 Waukegan St, Joliet County of Kendall State of IL, having personal knowledge of the below facts, affirm under penalties of perjury to the following:

That I am over the age of eighteen and am the Purchaser.

That the Property in question has a common street address of 75-85 East Golf Road in the Village of Hoffman Estates, County of Cook, State of Illinois, and with a Property Index Number(s) 07-15-200-047-0000 & 07-15-200-048-0000 (hereinafter "Property").

That I understand that pursuant to 50 ILCS 105/3.1, prior to execution of the Purchase and Sale Agreement between the Purchaser and the Village, state law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who will obtain any interest, real or personal, in the Property, and every shareholder who will be entitled to receive more than 7.5% of the total distributable income of any corporation having any interest, real or personal, in the Property after this transaction is consummated.

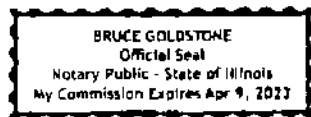
As the owner, authorized trustee, corporate officer, or managing agent, I declare under penalties of perjury that (choose one):

- (a) The owners or beneficiaries of the trust are: or
- (b) The shareholders with more than 7 1/2% interest are: or
- (c) The corporation is publicly traded and there is no readily known individual having greater than a 7 1/2% interest in the corporation.

Affiant: [Signature]

Subscribed and sworn to before me this 10 day of September, 2020.

Bruce Goldstone  
Notary Public





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

**SUBMITTED TO: PLANNING, BUILDING & ZONING COMMITTEE**  
**BY: Jenny Horn, Director of Planning & Transportation**

**September 14, 2020** *JH*

**PLANNING AND ZONING COMMISSION MEETINGS**

**August 5, 2020 Meeting**

- Meeting Cancelled – No Petitioners

**August 19, 2020 Meeting**

- Resident, 1230 Hunters Ridge West – Variation for setback reduction for patio (**APPROVED**)

**September 1, 2020 Meeting**

- Meeting Cancelled – No Petitioners

**Upcoming September 16, 2020 Meeting**

- Resident, 730 Orange – Variation for detached garage and driveway width
- Advance Preschool – Special Use Amendment for preschool expansion

**CURRENT ACTIVE PROJECT REVIEWS**

- Sports Authority Redevelopment, 4700 Hoffman Blvd. – Site Plan Amendment for façade/sign updates
- Mariano's/Hoffman Village, 2575 W Golf Road – Special Use and Site Plan to add new gas station (remanded to PZC)
- Outlot 3 - Hoffman Plaza, East Side Roselle Road – Site Plan and for new outlot building and Special Use for animal hospital
- Ziegler Land Rover/ Mercedes, 1000 W. Golf Road – Site Plan Amendment for parking lot renovations
- SEC Rohrssen Road & Golf Road – Annexation, Zoning, Plat, Site Plan for Hindu Wellness Center & Temple and single family homes
- Hoffman Technology Park, north side of Lakewood Blvd. – Concept Plan for data center
- Plum Farms - 5a7, LLC, IL Rt. 72 near Old Sutton Rd – water and sanitary sewer crossing of Rt. 72
- WT Engineering, 2601 Pratum – Special Use and Site Plan Amendment for parking lot expansion office/brewery
- Adesa Expansion (Beverly Road & PSP) – Site Plan, Plat, Rezoning for parking storage lot expansion
- 2575 Higgins Road (former Macaroni Grill) – Concept Plan for new restaurants/gas station
- 75/85 Golf Road – potential Site Plan for purchase from Village and new development
- Fountain Crossing Lot 7b, Site Plan for speculative industrial building
- BP Gas Station – 2598 W Higgins Rd – Site Plan Amendment for redevelopment
- Quality Inn, 2075 Barrington Rd – Site Plan Amendment for façade updates

**POTENTIAL UPCOMING PROJECTS**

- Bell Works – Site Plan and Subdivision to construct new townhomes and apartments
- Bell Works – Site Plan for Phase 2 building re-occupancy
- WT Properties, 80 W Higgins Rd, former Hoffman Lanes – Site Plan and Plat for redevelopment
- Quality Inn, 2075 Barrington Rd – Special Use for change in ownership and Site Plan Amendment for building addition
- WT Properties, Roselle Road area (east side) storm sewer replacement – Site Plan and Plat

- Moretti’s Restaurant Mall, Barrington/Higgins – Master Sign Plan
- Fulcrum Bioenergy, SW corner Higgins/Beverly – Site Plan for new industrial building
- Beacon Pointe Phase 2, Beverly/Shoe Factory – discussions on potential development
- 2354 - 2360 Hassell Rd. Offices – Site Plan Amendment for retail uses sidewalks, landscaping and other site changes
- Zoning Code Text Amendments –Uses, Accessory Structures, Signs, etc.

**KEY ACTIVITIES**

**Village Green Ad Hoc Committee & Master Plan:** Project documents were finalized and a bid notice was issued on August 11 for Phase 1 construction (mass grading and utilities). A bid opening occurred on August 26, and the Ad Hoc Committee met on September 2 to review the bids and project scope. The Village Board approved a contract with the lowest qualifying bidder (V3 Construction Group) on September 8. Construction is expected to begin in mid-September.

**Barrington Road & I-90 Sub Area Plan:** Farr Associates is preparing for a three day public input Charrette on October 1<sup>st</sup>, 2<sup>nd</sup> and 5<sup>th</sup>. The process will include a combination of in person and virtual working sessions with residents, businesses, property owners, and the Village Board to refine concepts down to one preferred concept plan for the Sub-Area. The three day event will conclude with a presentation of the preferred concept plan before the PB&Z Committee on October 5. The final Barrington I-90 Interchange Sub-Area Plan is expected to be presented to the Village Board for final consideration later this year.

**Central Square (Community Development) Software Transition:** Testing of the system is ongoing with a go-live date anticipated early next year.

**New Staff:** The new Development Services Technician, Daisy Dose, started on August 31. Please help us welcome Daisy to the Village!

**Grant Opportunities – 2020 ITEP:** The current call for projects for the Illinois Transportation Enhancement Program (ITEP) opened on August 21 and will close on November 2. Planning and Engineering staff are working to identify potential projects to leverage funding from this grant opportunity. ITEP funding provides reimbursements of 80 percent of Phase I, Phase II, and Phase III (construction) engineering for selected projects. Eligible projects must expand travel options and enhance the transportation experience, including bike/pedestrian facilities and streetscape projects. Total funding available through ITEP for this year’s cycle is \$105.6 million, which three times more funding available than in past cycles. The Village previous received ITEP funding for the Shoe Factory Road Bicycle and Pedestrian Project.

**Planning Project Review:** Planning project submittals processed for the month of August are outlined below:

<b>Planning Projects Submitted for Review</b>		
<b>Project Type</b>	<b>August</b>	<b>2020 YTD</b>
Courtesy Review	0	0
Site Plan	1	5
Special Use	1	4
Variation	1	5
Master Sign Plan	0	1
Plat	0	1
Rezoning	0	0
Annexation	0	0
<b>Total</b>	<b>3</b>	<b>16</b>
FOIA Processed	2	7
Zoning Verification Letters	0	13

**PLANNING PERFORMANCE MEASURES**

<b>Site Plan Review Process</b>	<b>August</b>		<b>3rd Quarter</b>		<b>Year to Date</b>	
Number of administrative site plan cases completed	0	N/A completed administratively	0	N/A completed administratively	0	N/A completed administratively
Number of PZC site plan cases completed	0		1		2	
Annual goal is to complete at least 65% of site plan cases through administrative review process						

<b>Site Plan Review Timing</b>	<b>August</b>		<b>3rd Quarter</b>		<b>Year to Date</b>	
Number of cases processed within 105 days	0	N/A completed within 105 days	0	N/A completed within 105 days	2	N/A completed within 105 days
Annual goal is to complete 100% of cases within 105 days						

<b>Coordinating Planning &amp; Code Efforts*</b>	<b>August</b>	<b>3rd Quarter</b>	<b>Year to Date</b>	<b>Year Target</b>
Number of staff coordination Site Plan meetings held	4	9	31	48

\*Site Plan and other internal meetings are being held remotely using video conferencing software

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

- Staff submitted substantial amendments to HUD for the Village’s CDBG Citizen Participation Plan, 2015-2019 Consolidated Plan, and 2019 Annual Action Plan to HUD, to incorporate CARES Act funding, after these amendments were approved at the July 6 Village Board meeting. The revised 2019 Annual Plan now includes public service activities and administration funds for Covid-response, utilizing a \$145,053 allocation of CDBG-CV funds.
- Communicated CDBG-CV timeline and regulations to three public service agencies that were awarded CDBG-CV funds at the July 6 Village Board meeting.
- Staff submitted the Village’s proposed 5-year 2020-2024 Consolidated Plan and 2020 Annual Action Plan to HUD, after these plans were approved by the Village Board on July 20. The Village anticipates a \$246,577 CDBG allocation in 2020.
- The Village Board approved the Village’s continued membership in the Cook County HOME Consortium on August 3.
- Planned marketing activities with Village subrecipient North West Housing Partnership (NWHP) in order to increase resident awareness of the Village’s Single Family Home Rehab (SFR) program.
- Submitted a Lead Paint story for the August Citizen newsletter, and an SFR program reminder story for the September Citizen newsletter.
- Attended HUD’s CARES Act webinar on August 20 to learn more about CDBG-CV regulations. Participated in several meetings with the Northwest Suburban CDBG Network to discuss CV regulations and share resources.

The information below is for the 2019 CDBG Program Year (October 1, 2019 through September 30, 2020):

<b>CDBG Expenditures and Reporting Ratio</b>	<b>August</b>	<b>4<sup>th</sup> Quarter*</b>	<b>Year to Date</b>	<b>Current Reporting Ratio</b>
	\$0	\$0	\$192,211.22	1.44
"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.				

<b>Housing Program Goals</b>	<b>August</b>	<b>4<sup>th</sup> Quarter*</b>	<b>Year to Date</b>	<b>Year Target</b>
Rehabilitation Projects completed	0	0	0	3
Housing & related issues education pieces released	2	4	5	5

\*The 4<sup>th</sup> quarter of the CDBG Program Year runs from July 1 through September 30.



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

**SUBMITTED TO: PLANNING, BUILDING & ZONING COMMITTEE**  
**BY: Bryan Ackerlund, Director of Building & Code Enforcement BA**

**September 2020**

### GENERAL ACTIVITIES

- On August 4 & 25, 2020, John Shogren attended a continuing education IDPH meeting in Aurora.
- On August 11, 2020, Bryan Ackerlund, Jeff Mattes, & John Staschke attended an online seminar by Bill Dettmer sponsored by NWBOCA on National Electrical Code article 90.
- On August 21, 2020, David Banaszynski inspected a Sears Centre outdoor dance party event.
- A total of 3 new single family homes are in various stages of construction.
- Code Enforcement continues utilizing the new digital citation system, DACRA. During the initial court hearings some issues were discovered with the usability and integration into the current court process. DS staff remains optimistic the concerns can be resolved, however, the police department is the driving force of the new system creating some limitations.
- David Banaszynski remains active inspecting various food service establishments to ensure they are fully implementing the guidelines of Phase 4 of Restore Illinois.
- Routine health inspections resumed in a modified form to obey social distancing measures and non-essential interactions.
- The Holiday Inn Express located in Prairie Stone is operating under a temporary certificate of occupancy. Final elevator sign-off remains outstanding and is expected to be completed in the coming weeks.
- The new 7-11 gas station and convenience store is progressing rapidly. The building's exterior is nearing completion while interior and site work continue and construction of the fueling area canopy structure is set to begin.
- The Alexian Brothers Behavioral Health Hospital addition has begun interior rough inspections. Occupancy is still expected in late 2020.
- Construction of the new BMO Bank at Higgins Road & Gannon Drive is underway. Initial site grading was conducted in preparation for the foundation work. The existing bank remains open through direction from DS and Fire staff to ensure traffic & emergency circulation is maintained during construction.
- Bryan Ackerlund coordinated a cooperative effort between the Village and District 211 for a courtesy review of their outdoor tents needed in preparation of distance learning at both Conant and Hoffman Estates High School.

### **Bell Works Construction Update:**

- The *Ready-To-Wear & colab* tenant spaces, along with the atrium, are receiving glass partitions to divide the areas into modern office and retail spaces. Ownership is projecting an October 2020 occupancy for its first tenant.
- Somerset Development's team presented a property maintenance proposal to the Village for Phase 1 occupancy. DS staff and Somerset have agreed to a path forward based on future occupancy and Village Board conditions.



### **Central Square Community Development Software Conversion (formerly TRAKiT)**

- DS Staff continues to work cohesively with the IS department to test the software. As issues are found, they are logged to Central Square so a resolution can be determined.
- System roll out upgrades from the developer have been delayed resulting in a prolonged testing period. Due to these unforeseen circumstances, the expected "go-live" date is early 2021.



2020 Code Enforcement Freedom of Information Act Requests Processed

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
49	52	37	45	55	73	73	54	0	0	0	0	438

2020 Code Enforcement GovQA Questions & Complaints Processed

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
4	13	8	10	28	23	24	32	0	0	0	0	142

2020 Construction Inspections

Inspection	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2020 YTD	2019 Total
Structural	76	103	149	125	66	97	62	80	0	0	0	0	758	1313
Electrical	99	107	59	12	22	33	27	42	0	0	0	0	401	543
Plumbing	69	99	33	27	15	37	40	38	0	0	0	0	358	741
Mechanical	48	102	27	6	10	12	18	12	0	0	0	0	235	333
Other	130	184	53	18	37	60	69	73	0	0	0	0	624	663
Fence	12	12	11	8	19	13	24	37	0	0	0	0	136	172
Roof/Siding	163	141	229	197	13	34	39	67	0	0	0	0	883	400
Patio/Driveway	63	44	41	61	62	148	149	201	0	0	0	0	769	841
Deck	6	3	2	4	10	5	22	16	0	0	0	0	68	298
Shed	2	2	8	2	2	6	5	7	0	0	0	0	34	41
Sewer	5	5	7	0	1	4	9	3	0	0	0	0	34	42
<b>2020 Total</b>	<b>673</b>	<b>802</b>	<b>619</b>	<b>460</b>	<b>257</b>	<b>449</b>	<b>464</b>	<b>576</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4300</b>	
<b>2019 Total</b>	<b>340</b>	<b>285</b>	<b>309</b>	<b>406</b>	<b>447</b>	<b>476</b>	<b>560</b>	<b>656</b>	<b>544</b>	<b>582</b>	<b>438</b>	<b>344</b>		<b>5387</b>

\* Note: Construction inspections include review and closure of older permits that had not yet had a final inspection.

**RENTAL HOUSING LICENSE AND INSPECTION PROGRAM**

- Code Enforcement staff are performing modified inspections for properties that did not have an open inspection report prior to March 17, 2020.
- There are currently 2,050 rental properties registered. This includes 1,391 single family and townhome units (68%) and 659 condominium units (32%). This number fluctuates based on new registrants and owners who choose to no longer rent their properties.
- Renewal notifications were mailed on November 26<sup>th</sup> to all rental properties. The deadline to submit payment and update registration information was January 17, 2020.
- As of September 2<sup>nd</sup>, 2,040 properties (99%) have renewed.

2020 Rental Inspections

Inspection	Jan	Feb	Mar*	Apr*	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Annual	161	243	212	19	63	147	81	149	0	0	0	0	1075
Reinspections	86	85	71	2	57	94	82	42	0	0	0	0	519
<b>Total</b>	<b>247</b>	<b>328</b>	<b>283</b>	<b>21</b>	<b>120</b>	<b>241</b>	<b>163</b>	<b>191</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1594</b>

\*Most new Rental Inspections suspended March 17<sup>th</sup> through April 30<sup>th</sup>, however follow-up inspections continued for certain properties with existing violations.

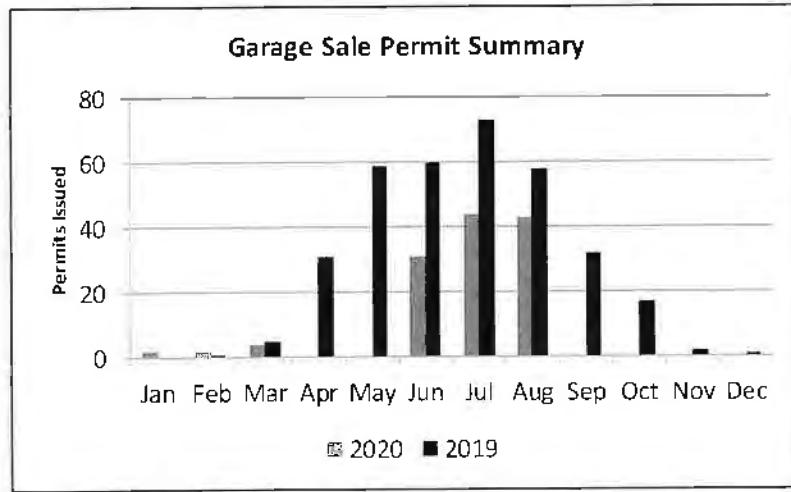
Inspection Services Performance	August	3 <sup>rd</sup> Quarter	Year to Date**	Year Target
Percentage of building inspections within 24 hr. notice	98%	98%	98%	95% within 24 hr. notice
Percentage of annual rental inspections completed	7%	11%	52%	100% of total*

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

\*\* Note: Rental inspections suspended March 17<sup>th</sup> through April 30<sup>th</sup>

**Garage Sales**

Year	2020	2019
Jan	2	0
Feb	2	1
Mar	4	5
Apr	0	31
May	0	59
Jun	31	60
Jul	44	73
Aug	43	58
Sep	0	32
Oct	0	17
Nov	0	2
Dec	0	1
<b>Total</b>	<b>126</b>	<b>339</b>

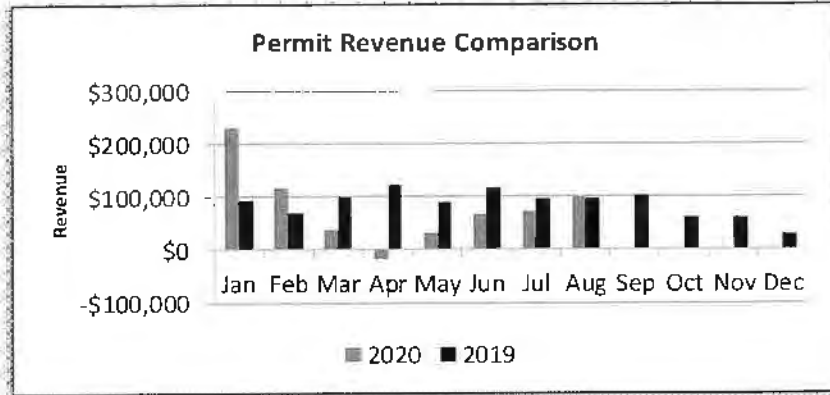


**2020 Building and Fire Permits Issued**

Permit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2020 YTD	2019 Total
<b>Building Permits</b>														
Commercial Remodeling	12	7	6	7	1	3	15	8	0	0	0	0	59	85
Community Residence	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Demolition	3	0	2	0	1	1	0	1	0	0	0	0	8	13
Driveways	0	0	3	55	27	75	70	83	0	0	0	0	313	297
Electrical	68	94	7	4	7	3	7	10	0	0	0	0	200	227
Fences	6	3	9	17	18	54	47	34	0	0	0	0	188	203
Mechanical	6	12	11	7	9	19	29	13	0	0	0	0	106	257
Miscellaneous Permits	28	18	16	18	15	66	64	42	0	0	0	0	267	458
Multi-Family Remodeling	1	0	0	0	0	0	0	0	0	0	0	0	1	6
New Commercial	0	3	0	0	1	0	0	1	0	0	0	0	5	4
Plumbing	13	13	21	10	6	13	18	22	0	0	0	0	116	220
Pools	0	0	0	1	3	9	5	2	0	0	0	0	20	14
Residential Decks & Patios	1	1	9	21	39	64	52	59	0	0	0	0	246	539
Residential Garages	0	0	0	0	0	0	0	0	0	0	0	0	0	5
Residential Remodeling	8	8	10	4	7	12	11	11	0	0	0	0	71	154
Residential Sheds	0	0	2	5	4	11	2	6	0	0	0	0	30	46
Roofs/Siding	8	7	57	22	37	74	73	81	0	0	0	0	359	472
Signs	7	2	3	3	1	2	20	9	0	0	0	0	47	100
Solar Panel System	7	6	4	6	6	8	6	6	0	0	0	0	49	119
New Single Family Residences	2	0	0	0	0	0	1	0	0	0	0	0	3	61
<b>Fire Permits</b>														
Automatic Fire Alarms	5	3	3	4	8	1	2	5	0	0	0	0	31	51
Fuel Storage Tanks	0	1	0	0	0	0	0	0	0	0	0	0	1	1
Hood & Duct	0	3	0	1	1	1	1	1	0	0	0	0	8	10
Automatic Sprinklers	15	8	7	3	1	3	2	7	0	0	0	0	46	117
Lock Boxes	3	0	1	0	0	1	2	1	0	0	0	0	8	14
Other	0	1	1	1	0	0	0	1	0	0	0	0	4	32
<b>2020 Total</b>	<b>193</b>	<b>190</b>	<b>172</b>	<b>189</b>	<b>192</b>	<b>420</b>	<b>427</b>	<b>403</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2186</b>	
<b>2019 Total</b>	<b>143</b>	<b>108</b>	<b>169</b>	<b>318</b>	<b>312</b>	<b>322</b>	<b>487</b>	<b>470</b>	<b>361</b>	<b>399</b>	<b>248</b>	<b>168</b>		<b>3505</b>

**Permit Revenue**

Year	2020	2019
Jan	\$231,652	\$93,164
Feb	\$117,478	\$70,614
Mar	\$37,374	\$98,580
Apr	-\$17,604	\$123,746
May	\$32,761	\$91,454
Jun	\$68,056	\$116,955
Jul	\$72,829	\$96,153
Aug	\$99,114	\$95,839
Sep	\$0	\$101,834
Oct	\$0	\$61,625
Nov	\$0	\$61,622
Dec	\$0	\$28,699
<b>Total</b>	<b>\$641,660</b>	<b>\$1,040,285</b>

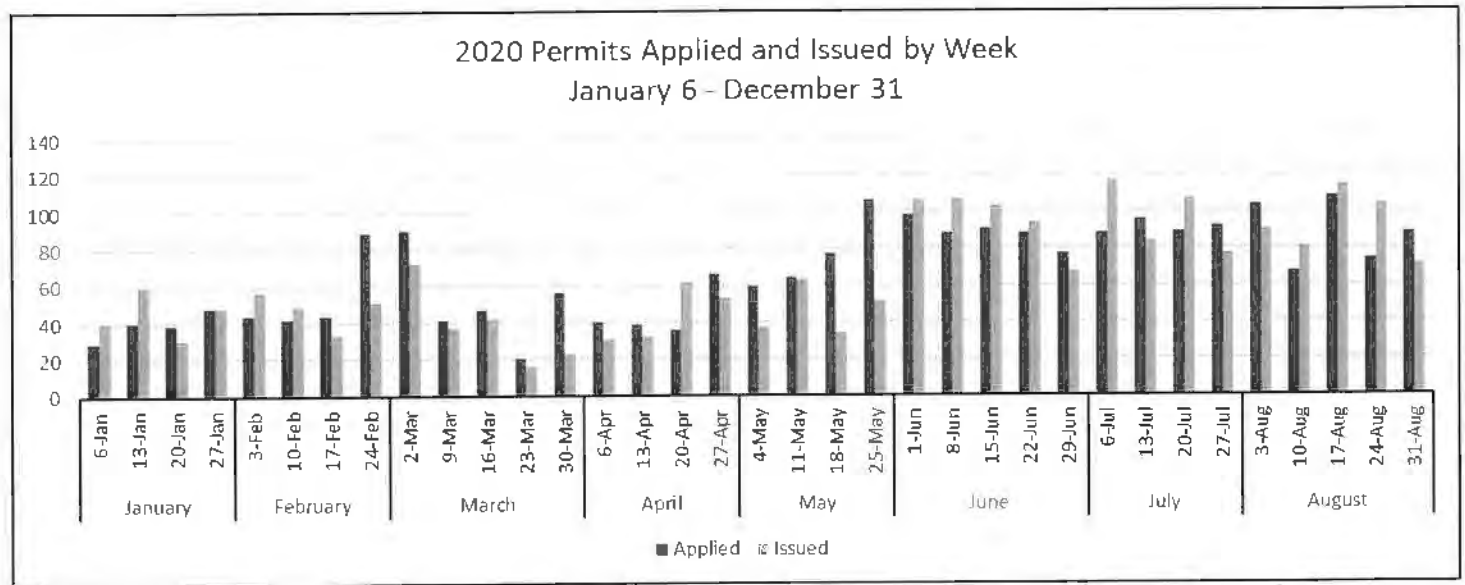


2020 Budget: \$1,075,000

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

Note: Negative permit revenue in April was due to an adjustment made to a prior permit payment where the applicant overstated the construction cost.

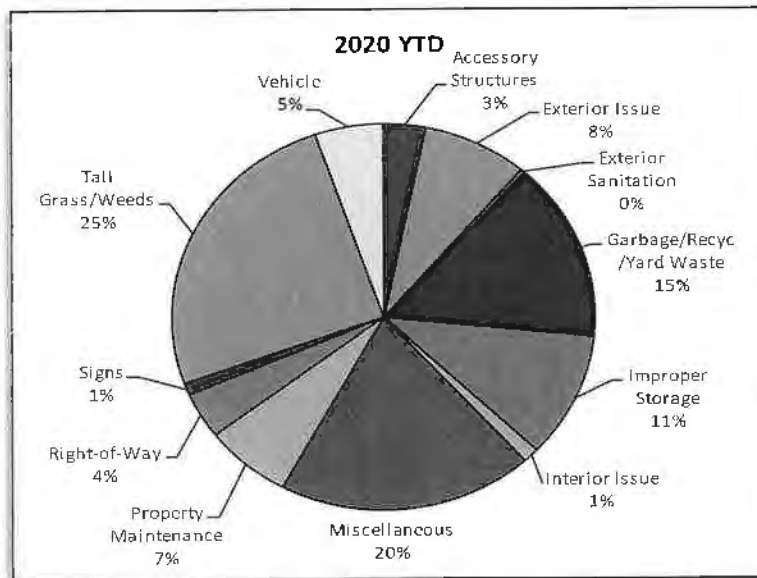
\*Permit activity had been monitored closely during the Village Hall Closure (March 19-May 31) and Stay at Home Order. Submittals have rebounded to levels typical for this time of year.



Building Permit Processing Performance	August	3 <sup>rd</sup> Quarter	Year to Date	Year Target
Percentage of permits entered in computer within 24 hours of submittal	98%	98%	98%	95% within 24 hours
Percentage of permit plan reviews completed within 10 business days	98%	98%	98%	95% within 10 days
Percentage of permits processed for issue within 48 hours of plan approval	98%	98%	98%	90% within 48 hours

2020 Property Maintenance Summary Report

Violation	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2020 YTD	2019 Total
Accessory Structures	1	3	0	6	4	5	4	3	0	0	0	0	26	52
Exterior Issue	2	0	7	16	14	9	10	7	0	0	0	0	65	24
Exterior Sanitation	1	1	0	1	0	0	0	0	0	0	0	0	3	6
Garbage/Recyc/Yard Waste	5	3	8	46	28	7	10	14	0	0	0	0	121	69
Improper Storage	5	7	10	4	4	9	18	28	0	0	0	0	85	139
Interior Issue	2	1	1	0	1	0	2	3	0	0	0	0	10	17
Miscellaneous	21	27	6	19	22	14	28	21	0	0	0	0	158	221
Property Maintenance	3	10	8	0	7	8	9	9	0	0	0	0	54	181
Right-of-Way	1	0	3	5	3	3	4	12	0	0	0	0	31	75
Signs	1	2	3	0	1	0	1	0	0	0	0	0	8	18
Tall Grass/Weeds	0	0	0	0	96	53	32	23	0	0	0	0	204	434
Vehicle	1	3	2	1	5	3	13	14	0	0	0	0	42	51
<b>2020 Total</b>	<b>43</b>	<b>57</b>	<b>48</b>	<b>98</b>	<b>185</b>	<b>111</b>	<b>131</b>	<b>134</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>807</b>	
<b>2019 Total</b>	<b>34</b>	<b>42</b>	<b>107</b>	<b>112</b>	<b>342</b>	<b>238</b>	<b>92</b>	<b>97</b>	<b>108</b>	<b>48</b>	<b>39</b>	<b>28</b>		<b>1287</b>



There are several reasons property maintenance activity has decreased during the spring of 2020, including, a seasonal inspector has not been hired (budget limitations) and Code Officers have had to perform numerous inspections supporting COVID-related issues, such as restaurants operations and business re-openings. Primary focus has been on the most significant violations during the COVID-19 Pandemic.

2020 Citations Issued

Violation	Jan	Feb	Mar*	Apr*	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Business License	20	27	0	0	0	0	116	1	0	0	0	0	164
Code	32	54	41	0	26	37	49	28	0	0	0	0	267
Rental	89	60	0	0	61	39	45	18	0	0	0	0	312
<b>Total</b>	<b>141</b>	<b>141</b>	<b>41</b>	<b>0</b>	<b>87</b>	<b>76</b>	<b>210</b>	<b>47</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>743</b>

\*Issuance of new citations were halted due in part to the suspension of rental inspections and hearing postponement.

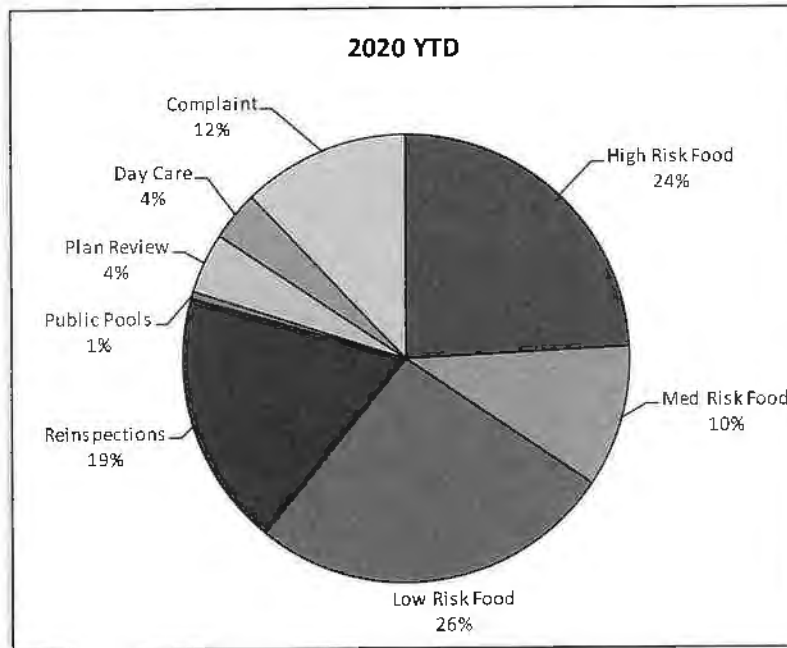
2020 Adjudication Court Dockets - Citations Presented

Court	Jan	Feb	Mar	Apr*	May*	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Code/Bus. Lic.	84	66	68	0	0	72	76	84	0	0	0	0	450
Rental	29	23	43	0	0	34	26	19	0	0	0	0	174
<b>Total</b>	<b>113</b>	<b>89</b>	<b>111</b>	<b>0</b>	<b>0</b>	<b>106</b>	<b>102</b>	<b>103</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>624</b>

Inspection Services Performance	August	3 <sup>rd</sup> Quarter	Year to Date	Year Target
Percentage of property maintenance inspections completed within 24 hours of notice	98%	98%	98%	95% within 24 hr. notice

2020 Environmental Health Inspection Report

Activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
High Risk Food	39	33	0	11	7	2	1	1	0	0	0	0	94
Med Risk Food	1	0	9	1	2	3	22	2	0	0	0	0	40
Low Risk Food	2	1	1	2	3	0	40	54	0	0	0	0	103
Reinspections	1	0	0	14	2	1	51	3	0	0	0	0	72
Public Pools	0	0	0	0	0	1	1	0	0	0	0	0	2
Plan Review	1	1	3	3	3	1	3	2	0	0	0	0	17
Day Care	0	0	1	0	1	9	3	0	0	0	0	0	14
Complaint	5	0	5	3	4	7	13	10	0	0	0	0	47
<b>Total</b>	<b>49</b>	<b>35</b>	<b>19</b>	<b>34</b>	<b>22</b>	<b>24</b>	<b>134</b>	<b>72</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>389</b>



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 285 facilities that require a total of approximately 525 planned inspections throughout the year (this number fluctuates based on businesses opening/closing).

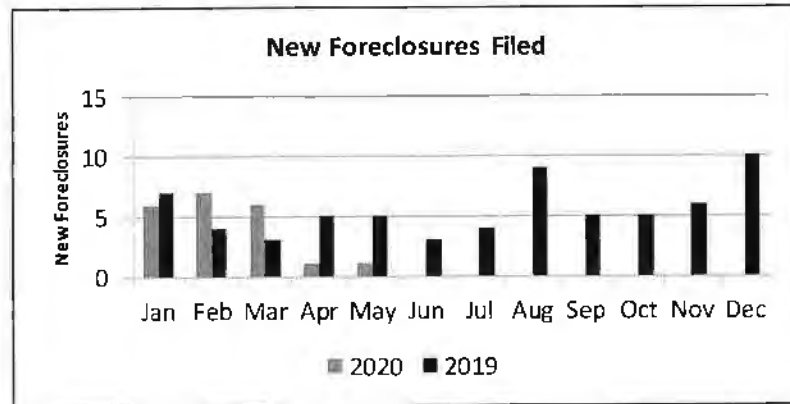
Health Inspections Performance	August	3 <sup>rd</sup> Quarter	Year to Date**	Year Target
Percentage of annual food health inspections completed	11%	23%	45%*	100% of total

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

*\*Due to State's Stay At Home Order, routine inspections had been rescheduled during March-June to allow focus on enforcement of the COVID-related issues.*

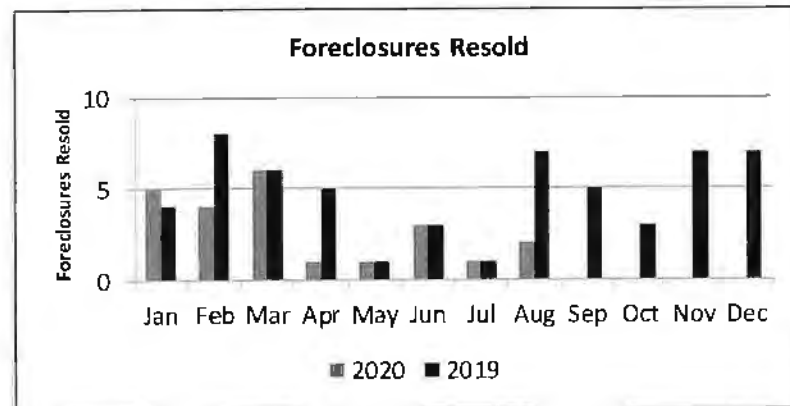
**New Foreclosures Filed**

Year	2020	2019
Jan	6	7
Feb	7	4
Mar	6	3
Apr	1	5
May	1	5
Jun	0	3
Jul	0	4
Aug	0	9
Sep	0	5
Oct	0	5
Nov	0	6
Dec	0	10
<b>Total</b>	<b>21</b>	<b>66</b>



**Foreclosures Resold**

Year	2020	2019
Jan	5	4
Feb	4	8
Mar	6	6
Apr	1	5
May	1	1
Jun	3	3
Jul	1	1
Aug	2	7
Sep	0	5
Oct	0	3
Nov	0	7
Dec	0	7
<b>Total</b>	<b>23</b>	<b>57</b>



**Historical Foreclosure Information**

	2011	2012	2013	2014	2015	2016	2017	2018	2019
<b>Foreclosures Filed</b>	312	620	208	139	81	68	90	79	66

# ECONOMIC DEVELOPMENT & TOURISM MONTHLY REPORT

September 2020



## Economic Development

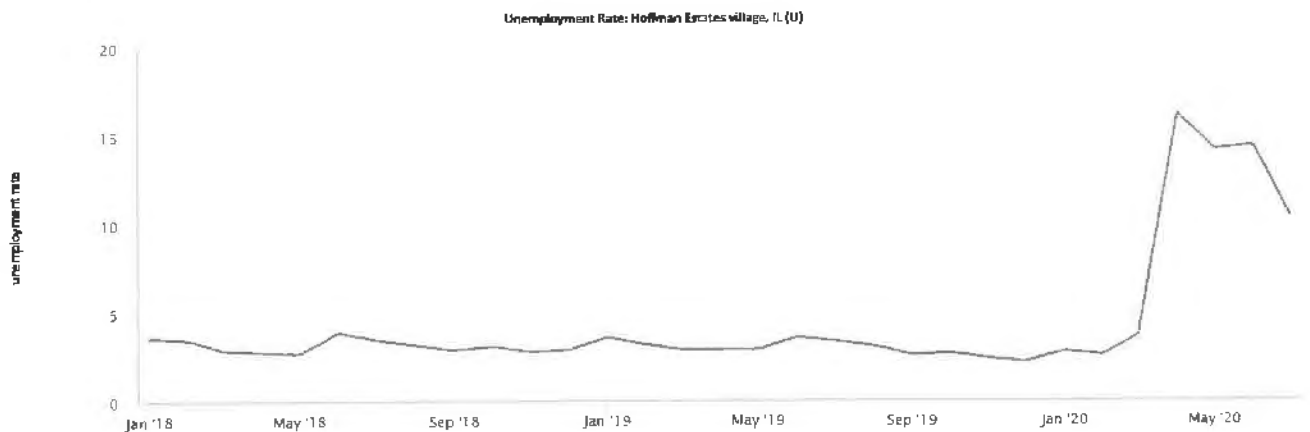
- Continued to update the available properties online database on the Village's website.
- Staff facilitated and participated in calls, emails, social media messages, texts and meetings with land owners, brokers, developers and property owners about potential development in Hoffman Estates.
- Worked with Corporation Counsel to finalize a purchase and sale agreement for 75-85 Golf Road to a developer and operator of a Popeye's Louisiana Kitchen restaurant. This agreement is on the agenda for approval.
- Continued to promote NLNW with the design team and marketing team. A pitch night is scheduled for Tuesday, September 15<sup>th</sup> at the Village Hall and virtually with two Hoffman Estates companies – House Doctors Inc and Apple Villa Famous Pancakes.
- Finalized the review of a reimbursement submittal for the Higgins-Hassell TIF District related to the Poplar Creek Bowl façade renovations, public infrastructure around the Buona Beef rebuild, and other TIF eligible improvements around the site.
- Worked with Corporation Counsel to draft an agreement with Zeigler Auto Group regarding their two dealerships in town and the possibility of adding another at the former Land Rover site. The agreement would appear before the committee when their site plan is finalized.
- Toured Bell Works and promoted the progress on LinkedIn (*Figure 1*). The developer hopes to be open to the public in late October or early November.
- Worked with Staff to coordinate with Tria Architects on Phase I of the Village Green improvement work.
- Worked with Corporation Counsel to draft an agreement with Pine Tree Commercial regarding refilling the former Sports Authority space.
- Met with the Economic Development Commission chairman to discuss projects following the committee meeting from August. Those projects include short economic development videos for promotion, an ABCs of Hoffman Estates Economic Development booklet, preparing a networking event with the advanced



*Figure 1: On September 2nd, members of the Village Board and Staff toured the progress of Bell Works, led by Ralph Zucker of Somerset Development.*

manufacturers in Hoffman Estates at the Brew Garden in late September, and updating the Economic Development Strategic Plan for the Village.

- Responded to a state-wide RFI looking for manufacturing space for a corporate headquarters.
- Reviewed the 59-90 gateway sign agreements with McShane, finalizing them with Corporation Counsel to bring forward to the board for approval with the sign construction contracts.
- The pandemic has certainly effected many businesses but it's also affected our resident population. The unemployment rate for Hoffman Estates in December 2019 was 2.2% but by the end of April 2020 it had risen to 16.3%, and now it's heading back down sitting at 10.4% in July, according to the U.S. Bureau of Labor Statistics.



- Updated the business resource and “open restaurants’ pages on the Economic Development page of the Village website to inform our local businesses resources available to them and residents of which restaurants are open for pick up, delivery, outdoor dining and limited indoor dining.
  - Surveyed the 800+ businesses in town via a 5 minute digital survey to understand the impacts COVID-19 has had upon their business operations, staffing and sales. The results are still coming in through mid-September and will be analyzed with a report to this committee in October.
  - Economic Development staff attended the:
    - Monthly Bell Works Check-in Call
    - Monthly Next Level Northwest Board and Design Team Meetings
    - Monthly Hoffman Estates Chamber Board and Membership Committee Meetings
    - Quarterly ICSC State Committee Meeting
    - Lambda Alpha Ely Chapter New Member Welcome Event
    - Quarterly IEDC Young Professionals Conference Call
    - Various webinars focused on the status of the market with resources for office and restaurants
-



# Tourism

## **NOW Arena events still on the books that our hotels are holding rooms for:**

- IRCA planned for December 5-6, 2020. Expecting 30% reduction in numbers due to social distancing requirements. We typically see 300-600 room nights from this event. Despite our hotels blocking groups of rooms, most teams book on deep discount internet sites, making tracking difficult.
- Northwestern Wrestling is planning to move ahead with Midlands Wrestling December 28-31, 2020, including Women's wrestling this year. Event planners advise universities are just getting back to campus and waiting for State mandates to dictate if they can proceed with their wrestling programs and travel without quarantine limitations. Northwestern has **not** asked the event to cancel or change dates so far.
- The March 2021 Tony Robbins event is still tentative. No decision on their choice of locations or if the event will proceed.

## **Market updates**

- Corporate travel still very limited and not expected to return until travel restrictions and quarantine requirements are lifted. Stonegate Conference and Banquet Centre is closed and actively for sale.
- Chicago Marriott Northwest was sold and Hostmark hired to manage. The owners released the general manager and sales/catering staff while only the director of sales remains. Restaurant has closed and they are averaging about 40-50 rooms sold per night.
- The new Holiday Inn Express opened July 30. Staff toured the owners and sales leader through top/targeted accounts, demand generators, and provided corporate listings to assist in their successful opening. The property is already averaging about 12-15 rooms sold per night. Most are walk-ins from Prairie Stone. Elevator issues remain a challenge to getting all floors open but the owner is working to resolve that with the elevator contractor.
- Hilton Garden Inn released their sales team. The director of sales from their Schaumburg location is now selling for both properties. They see about 20-30 rooms sold per night.
- Hampton Inn just completed a property wide renovation and averages 10-15 room sold per night.
- Hawthorn Inn will rebrand to Sonesta. The director of sales released and the regional sales leader overseeing property during conversion. 10-15 rooms sold per night.
- Country Inn continues to offer airport transportation and sells opportunity to park in their lot to avoid high airport long term parking fees. Averaging 20 rooms sold per night.
- Quality Inn is rebranding to Comfort Inn and undergoing property wide renovation. Averaging 10-15 rooms sold per night.
- Red Roof Inn Plus selling 40-60 rooms per night. Exterior entrances seen as desired feature. Hired off-site sales assistance.
- Hyatt Place kept their sales team in place and is selling 30-40 rooms per night. Sales leader is out in the field reconnecting with corporate partners to promote their ability to provide safe, socially distanced stays through their enhanced safety protocols.
- When Pheasant Run closed, Staff aggressively attracted displaced trade shows and events. Those events have now cancelled due to COVID.
- G league basketball has not resumed so no Windy City Bulls games but Staff was approached by a group exploring establishing a "bubble" environment for college basketball to utilize. That would be for November/December 2020 and is under discussion with Arena.
- Solicited the driving market to capture families' stays as they are driving students back to college campuses in Chicago, downstate Illinois, Wisconsin, Minnesota, Michigan, and Indiana utilizing the university listings we use for Midlands. Virtual learning has curtailed students and families traveling to university campuses.


- Provided contacts to allow the Arena to reach out to large full service hotels and banquet centers that had to cancel large planned weddings/events due to social distancing requirements and their reduction in capacity. Arena offered to host those events on Arena floor or upper level open space. Reduced Arena rental fees and large spaces allowing adherence to social distancing requirements were highlighted. Arena utilized the sales managers that previously sold for Stonegate to work on a temporary basis to prospect these events.
- Village/Arena/Levy opened the Hideaway Beer Garden on Friday/Saturday/Sundays with large outdoor spaces, live entertainment, craft beer, and great food. This information was distributed to hotels asking them to reach out to their contacts for weddings, group gatherings, and corporate gatherings that may have cancelled due to COVID to highlight the capabilities of the Hideaway.
- Conducted a naming contest for the new video project being developed to create short video clips (3 minutes) of our visits to hotels, restaurants, attractions, and shops. We will kick off the program with a letter inviting businesses to be featured. This is an opt-in program. Staff hopes to broaden guest awareness of their enhanced safety protocols and help drive foot traffic and customers. Edited clips will be posted to social media platforms, websites, and referenced in articles in the Monthly Citizen newsletter.

#### **Webinars**

- How can hotels best serve managed travel in a socially distanced world?
- How traveler communication supports a safe return to travel.
- Collecting traveler feedback and communication.
- Rethinking your strategic meeting management.
- Are in person meetings safe?
- Redefining care for the modern traveler in uncertain times.

#### **Meetings/Activities**

- Weekly meeting with Economic Development Director.
- Celtic Fest Commission August virtual meeting.
- 4th of July Commission August virtual meeting.
- Virtual Town Hall meeting.



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Kevin Kramer, Director of Economic  
Development



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Linda Scheck, Director of Tourism & Business  
Retention