

AGENDA
PLANNING, BUILDING AND ZONING COMMITTEE
Village of Hoffman Estates
February 14, 2022

Immediately Following Transportation & Road Improvement Committee

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

I. Roll Call

II. Approval of Minutes - January 10, 2022

NEW BUSINESS

1. Request by HMC PT Poplar Creek Crossing, LLC for approval of a Redevelopment and Sales Tax Rebate Agreement for the redevelopment and occupancy of the building at 2780 Sutton Road (former World Market).
2. Request approval of an Ordinance terminating the designation of the Hoffman Estates Barrington/Higgins Tax Increment Financial Redevelopment Project Area and dissolving the Hoffman Estates Barrington/Higgins Special Tax Increment Allocation Fund.
3. Request approval to:
 - a) recommend the establishment of a new TIF District at Stonington Avenue, Pembroke Avenue, and Hassell Road; and
 - b) contract with Teska Associates to provide TIF consulting services
4. Request approval of an Ordinance adopting the 2022 zoning map.
5. Update on the Economic Development Strategic Plan process.

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

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

January 10, 2022

I. Voice

Members in Attendance:

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

**Management Team Members
in Attendance:**

**Eric Palm, Village Manager
Dan O'Malley, Deputy Village Manager
Arthur Janura, Corporation Counsel
Patti Cross, Asst. Corporation Counsel
Peter Gugliotta, Director of Dev. Services
Patrick Seger, Director of HRM
Alan Wax, Fire Chief
Kasia Cawley, Police Chief
Audra Marks, Asst. Director of HHS
Rachel Musiala, Director of Finance
Alan Wenderski, Director of Eng.
Joe Weesner, Senior Transportation Engineer
Jennifer Horn, Director of Trans. & Eng.
Ric Signorella, CATV Coordinator**

The Planning, Building & Zoning Committee meeting was called to order at 7:18 p.m.

II. Approval of Minutes

Motion by Trustee Gaeta, seconded by Mayor McLeod, to approve the Planning, Building & Zoning Committee meeting minutes of December 13, 2021. Roll call vote taken. All ayes. Motion carried.

NEW BUSINESS

- 1. Request by Huntington Club Master Association for a site plan amendment to allow the removal of an in-ground pool for the property known as Huntington Club Condominiums at 1965 Huntington Boulevard.**

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

Mr. Jeff DeWert, with the Huntington Club Master Association, addressed the Committee and provided a history of the pool. The pool is in-ground and was part of the original approval for the apartment complex. The pool has not been used since it was damaged in 2015. The cost of replacing pool, the ongoing maintenance costs and limited use by residents are reasons not to replace the pool and to remove it instead. The Association has advised residents at every board

meeting since 2015 and they completed an ownership survey in 2016 which suggested the pool not be replaced. Mr. DeWert stated that only one formal objection was received. Staff received an additional objection letter from the same resident and was contacted by two additional residents noting concerns regarding the Association's authority.

Mr. DeWert indicated that the cost for a new pool would be around \$239,000.

Trustee Mills inquired and Mr. DeWert responded that their legal counsel has approved the pool being removed and that they do not have to replace it. Mr. Janura asked for a copy of the letter from their counsel.

Motion by Trustee Mills, seconded by Trustee Gaeta, to approve a site plan amendment to allow the removal of an in-ground pool for the property known as Huntington Club Condominiums at 1965 Huntington Boulevard with a condition added that the HOA must provide their legal opinion that states that they have the legal authority to remove the pool. Roll call vote taken. All ayes. Motion carried.

REPORTS (INFORMATION ONLY)

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

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

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

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

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

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

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

Motion by Trustee Gaeta, seconded by Trustee Mills, to adjourn the meeting at 7:37 pm. Roll call vote taken. All ayes. Motion carried.

Minutes submitted by:

Debbie Schoop, Executive Assistant

Date

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request by HMC PT Poplar Creek Crossing, LLC for approval of a Redevelopment and Sales Tax Rebate Agreement for the redevelopment and occupancy of the building at 2780 Sutton Road (former World Market)

MEETING DATE: February 14, 2022

COMMITTEE: Planning, Building and Zoning

FROM: Arthur Janura, Corporation Counsel
Kevin Kramer, Director of Economic Development ^{JK}

REQUEST: Request by HMC PT Poplar Creek Crossing, LLC for approval of a Redevelopment and Sales Tax Rebate Agreement for the redevelopment and occupancy of the building at 2780 Sutton Road (former World Market).

BACKGROUND: In January 2021, World Market suddenly vacated their in-line space in the Poplar Creek Crossing Shopping Center next to Target, along Routes 59 and 72. The owners worked to find a replacement tenant with Village staff. The owners found a viable, national, credit-worthy, expanding retail sales tax producing tenant to lease the space.

PROPOSAL: In order to entice the retailer to move from their location in the adjacent Arboretum of South Barrington, the center owner will need to add 3,716 square feet to the rear of the space. This remodel will involve removing the western face of the space, adding on, then replacing the dock doors. All of these improvements will cost a significant amount of money and should slightly add to the EAV of the property. However, because of the cost without additional financial assistance, this project would not be viable for the center as a whole. Therefore, the owner has requested the assistance of the Village via a sales tax rebate agreement to fill the gap so as to make this project financially viable thus preventing the presence of blight, encouraging private development, and increasing tax revenues to the Village.

The main points of the agreement are as follows:

- ◆ The 5th Whereas - The owner intends to lease the building to HomeGoods, which will close its store in South Barrington, but they will need to make extensive building improvements, including tearing off the west side of the building and adding 3,716 square feet.
- ◆ The 6th Whereas - A condition of the agreement is that the owner presents the Village with the two signed, 10 year leases with both tenants.
- ◆ The 7th Whereas - But for this assistance, the project would not happen.

PROPOSAL: (Cont'd)

- ◆ Section 2(a) - The project must be completed by February 1, 2023, with the tenant open and operating by May 31, 2023. It is expected they should be ready by the end of 2022, but 6 months were added to the deadline in case COVID worsens, supply lines continue to be strained, and to line up with the HomeGoods lease.
- ◆ Section 2(e) - The owner agrees that if they sell the center, the agreement and incentive will pass to the next owner. This places the incentive on the new owner to find another sales tax producing tenant should something happen to these tenants during the next 10 years.
- ◆ Section 2(f) - This section outlines the payment schedule which is detailed below in the Financial Impact portion of this memo.
- ◆ Section 2(f).1 - The incentive payment will only be paid from the sales tax revenue received by the Village from the tenant on the property via the State.
- ◆ Section 2(g) - The Village shall holdback a quarter of the sales tax rebate due to the owner in that year until the next year when those funds will be released and a new holdback amount shall be retained. This ensures compliance by the owner but also allows the Village to recapture some of the incentive without having to issue litigation. In this case, given the estimates on Exhibit C, that amount will be about \$7,000-\$9,000 annually.
- ◆ Section 4 - The owner must submit plans for construction of the work to be completed by May 31, 2022.
- ◆ Section 5 - The owner shall cause HomeGoods to remain open, but should HomeGoods leave, the owner has 12 months to find a tenant of similar sales or greater to take their place. During this period, the agreement and incentive continues but does not extend the number of years the payments will be made. The agreement will still expire, at latest, at the end of 2032.
- ◆ Section 6 - Should the tenant leave and a suitable replacement tenant is not found with 12 months, the Village has the ability to recapture a portion of the incentive payments which were made to the owner over the years. That percentage is based upon the number of years the payments were made and is outlined in this section.

FINANCIAL IMPACT:

HomeGoods is estimated to generate more than six and a half million dollars (\$6,500,000) in sales annually. As with most recent sales tax rebate agreements, the Village would share a larger portion of the first partial year revenue, and then a flat percentage for the remaining years. In this case, the owner shall be rebated 75% of the 2% sales tax generated in 2022, as it is estimated both tenants should be open by the end of 2022. For the remaining nine years or until \$430,000 is paid, whichever is earlier, the owner shall be rebated 25% of the annual sales tax generated on the property. This comes out to rebating around 31% of the potential retail sales tax over 10 years, or \$430,000 of the possible \$1.46 million. The full financial payment schedule can be seen on Exhibit C of the agreement.

RECOMMENDATION:

Approve a Redevelopment and Sales Tax Rebate Agreement for the redevelopment and occupancy of the building at 2780 Sutton Road (former World Market).

Attachments

cc: Bruce Boruszak (Pine Tree Commercial Realty)
Brian Page (Pine Tree Commercial Realty)

**A REDEVELOPMENT/SALE TAX SHARING AGREEMENT
BETWEEN THE VILLAGE OF HOFFMAN ESTATES AND
HMC PT POPLAR CREEK CROSSING, LLC**

This Agreement made and entered into this ____ day of _____, 20__, by and between the Village of Hoffman Estates, Illinois, an Illinois Municipal Corporation situated in the Counties of Cook and Kane, Illinois (the "Village") and HMC PT POPLAR CREEK CROSSING, LLC, a Delaware limited liability company (referred to as "HMC PT") located at 40 Skokie Blvd, Northbrook, Illinois.

WITNESSETH:

WHEREAS, the Village is an Illinois municipal corporation possessing home rule powers under Section 6 of Article VII of the Illinois Constitution, and;

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the Village, foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise be in the best interests of the Village;

WHEREAS, 65 ILCS 5/8-11-20 authorizes municipalities, based on the findings set forth therein, to enter into economic incentive agreements in order to encourage the development or redevelopment of land within their corporate limits and, with respect to the Redevelopment Project (as defined below), the Village has made the necessary findings; and

WHEREAS, HMC PT owns the property and approximately 18,302 square foot building located at 2780 Sutton Road, Hoffman Estates, Illinois ("Property") and desires to

redevelop and re-tenant the building on the Property which has stood vacant since January 31, 2021, legally described on **Exhibit A** (PIN: 01-33-301-005-0000); and

WHEREAS, HMC PT intends to lease the approximately 18,302 square foot building, previously occupied by World Market to a national, credit-worthy retail tenant, HomeGoods, Inc (the "Tenant"). HMC PT will make extensive site improvements including adding approximately 3,716 square feet to the west side of the building, reconfiguring the HVAC, plumbing, fire alarms and sprinklers, and the rear truck dock area, (the "Redevelopment Project"); and

WHEREAS, HMC PT intends to or has entered into a 10 year lease with HomeGoods; and

WHEREAS, the Village has determined and finds that the Redevelopment Project will promote economic development as well as other benefits within the Village by creating employment opportunities and enhancing the Village's tax base, strengthen the commercial sector of the Village, will serve to further develop adjacent areas, and thus seeks to assist HMC PT in its endeavors to enhance and improve the Property; and

WHEREAS, the Village finds, and HMC PT agrees that in order to construct the Redevelopment Project, it is necessary that the Village provide an incentive in the form of sharing certain sales tax revenues in accordance with the law and the terms of this Agreement and but for such assistance the Redevelopment Project would not occur; and

WHEREAS, the Village finds this Agreement is made in the best interests of the municipality.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

- 1. Incorporation of Recitals:** The foregoing recitals are hereby incorporated and

adopted as set forth herein.

2. General Terms:

a) HMC PT, after receipt of the promises and inducements contained herein, agrees to complete the Redevelopment Project in substantial accordance with the Concept Plans attached hereto and incorporated herein by reference as **Exhibit B**. It is understood and agreed that specific plans, including but not limited to architecture, building, zoning, sign requirements and landscape plans for the Property must be submitted to and approved by the Village in relation to the Property as required by the Village Municipal Code. The Village agrees to expeditiously review all required plans and required permits after submission thereof. HMC PT shall obtain all necessary permits prior to beginning any such improvements on the Property. The Redevelopment Project shall be constructed substantially in accordance with the plans and specifications approved by the Village. The Redevelopment Project described in this paragraph must be completed no later than February 1, 2023.

b) The parties hereto acknowledge, and HMC PT represents and warrants, that it requires economic assistance from the Village in order to commence and complete the Redevelopment Project, and that, but for said economic assistance, the Redevelopment Project as contemplated would not be economically viable, nor would the funds necessary for its commencement and completion be available. The Village finds that HMC PT meets a high standard of creditworthiness and financial strength to complete the Redevelopment Project as evidenced by a letter from a qualified financial institution attesting to the financial strength of HMC PT.

c) For purposes of this Agreement, the use of the terms “Sales Tax” and “Sales Tax Revenue” to the Village pursuant to the Retailers’ Occupation Tax Act and the

Service Occupation Tax Act (as said Acts may be amended from time to time) and which are collected by the State and distributed to the Village; and all revenue derived from such taxes, this includes the existing Village one percent (1%) home rule Municipal Retailers' Occupation Tax. It is expressly understood that if a governmental or legislative body other than the Village enacts any law or statute which results or which may result in any material changes or amendments to the foregoing sales tax provisions, which changes or amendments prohibit the Village from complying with this Agreement or which adversely affect the Village's ability to comply herewith, then the Village and HMC PT shall reevaluate this Agreement and the incentives provided hereunder and may mutually agree to restructure the Agreement. If a restructured agreement cannot be agreed to by both parties within a reasonable period of time of not more than sixty (60) days from the effective date of the law or statute which has materially affected the Village's compliance herewith, then this Agreement shall automatically terminate releasing both parties from their obligations hereunder. Except as provided above, the use of the Terms "Sales Tax" and "Sales Tax Revenue" shall not be construed to mean any additional taxes imposed by the Village as a home rule municipality.

d) For purposes of this Agreement, the incentives and inducements set forth herein shall apply only to HMC PT. Any assignment of this agreement before becoming effective must be approved in writing by the Corporate Authorities of the Village so as to meet Illinois Municipal Code 5/8-11-20, -21.

e) HMC PT agrees that in the event there is a change in the ownership (legal or beneficial) of the Property, or any portion thereof, the new owner shall succeed HMC PT's interests in this Agreement as provided in Section 8.

f) In the event that all terms and conditions set forth in this Agreement are satisfactorily met by HMC PT, including the construction, development and operation of the Tenants on the Property, the Village hereby agrees to share with HMC PT certain Sales Tax revenues ("Incentive Payments"), in accordance with the percentages listed on **Exhibit C**, by yearly installments over a period commencing on the Incentive Payment Start Date, which shall be the date when the first Certificate of Occupancy, being no later than May 31, 2023, is obtained for the Tenant on the Property, and expiring on the earlier of, 1.) December 31st of the calendar year in which the tenth (10th) anniversary of the Incentive Payment Start Date occurs, or 2.) A maximum of four hundred thirty thousand dollars (\$430,000) is paid (the "Incentive Period"), as follows, subject, however to the following conditions and restrictions:

1. It is understood that the amount of each Incentive Payment will be due and payable solely from the proceeds of Sales Tax Revenue received by the Village from the Tenant on the Property via the State of Illinois.
2. It is acknowledged and understood by and between the parties hereto that the Village receives Sales Tax Revenue quarterly, and that the taxes generated by sales in any one month are distributed to the Village approximately three months later (e.g. taxes generated by sales in December are generally not received by the Village until March).
3. The calendar year in which the Incentive Payment Start Date occurs shall hereinafter be referred to as the "Initial Payment Year", and each calendar year in the Incentive Period shall be a "Payment Year."
4. For each Payment Year and the Initial Payment Year (or portion thereof), the Village and HMC PT shall each be entitled to the percentage of the Sales Tax Revenue received from retail sales generated by the Redevelopment Project as outlined and detailed on Exhibit C.
5. The Incentive Payments shall be computed at the close of each Payment Year by the Village as provided herein. The Village will make yearly payments to HMC PT within thirty (30) days after it received notification from the State of the Sales Tax Revenue generated by the tenants within the preceding Payment Year.

6. The rights of HMC PT to collect earned Sales Tax Revenue shall survive this Agreement.

7. The Owner is in Compliance with the terms and conditions of this Agreement.

8. Tenant must have a Certificate of Occupancy by May 31, 2023.

g) The Village shall withhold an amount equal to one quarter (1/4) of the Incentive Payment due to HMC PT for that year to ensure compliance with Section 5 of this Agreement (the "Holdback Funds"). The amount of the Holdback Funds shall be adjusted annually and either increased or released based upon the amount the Incentive Payment for the applicable Payment Year such that the total Holdback Funds will never exceed one quarter (1/4) of the Incentive Payment of the most recently completed Payment Year. At no time will the amount of the Holdback Funds exceed one quarter (1/4) of the Incentive Payment for the applicable Payment Year. If the Tenant or Equivalent Tenant(s), fail to continue to operate on the Property in accordance with Section 5, the Holdback Funds shall be automatically forfeited to the Village in accordance with Section 6. Upon expiration of the terms of this Agreement, if HMC PT is in compliance with Section 5, the Holdback Funds shall be paid to HMC PT.

3. Disclosure:

(a) Sales Tax Release: HMC PT shall cause the Tenant to provide the Village with a power of attorney letter (or other necessary document), in the form attached hereto as **Exhibit D**, authorizing the Illinois Department of Revenue to release any and all gross revenue and sales tax information on a monthly basis with respect to the operation of the Tenant on the Property during the Incentive Period. In addition to said letter, HMC PT shall cause the Tenant to prepare and submit such other forms as may be required from time to time by the Illinois Department of

Revenue in order to release such information to the Village. Finally, in the event that the Sales Tax Revenue information is not released by the State due to the failure of HMC PT to cause the Tenant to execute the necessary authorization and release, the Village shall not be required to make the Incentive Payments provided for in this Agreement.

(b) Confidentiality: The Village acknowledges and agrees that sales information to be provided by any owner or lessee hereunder is proprietary and valuable information and that any disclosure or unauthorized use thereof will cause irreparable harm to the Tenant, and to the extent permitted by state or federal law including but not limited to Section 7(1)(g) of the Illinois Freedom of Information Act, the Village agrees to hold in confidence all sales information provided by the State of Illinois, or any owner or lessee of a portion of the Property, or obtained from any such owner's or lessee's records in connection with this Agreement, and in connection therewith, the Village shall not copy any such information except as necessary for dissemination to the Village's agents or employees as permitted hereinafter. The Village shall be permitted to disclose such information (i) to its agents or employees who are reasonably deemed by the Village to have a need to know such information for purposes of this Agreement; provided, that such agents and employees shall hold in confidence such information to the extent required of the Village hereunder or (ii) to the extent required by order of court or by state or federal law. The confidentiality requirements of this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind the Village, its successors, assigns and legal representatives for a period of five (5) years from the termination, expiration or cancellation of this Agreement.

4. Construction of Redevelopment Project: HMC PT shall submit plans for the

construction of the Redevelopment Project on or before May 31, 2022, and shall not cause or permit the existence of any material violation of Village ordinances, including but not limited to the Village's building code, zoning ordinances, fire code and any and all rules and regulations thereunder. HMC PT shall have completed construction of the Redevelopment Project and the Tenant shall have begun operations and sales from the Property on or before May 31, 2023. If the conditions of this Section are not met, this Agreement shall be declared null, void and of no legal effect.

5. Commitment to Continue Tenancy: The parties agree that all Incentive Payments are based in part upon: 1) a commitment by HMC PT to cause continual operation of the Tenant, or a Tenant of equivalent or greater Sales Tax Revenue generation (“Equivalent Tenant”) that accepts and complies with all the provisions of this Agreement, on the Property for a period of ten (10) years from the Incentive Payment Start Date, and; 2) a scheduled reimbursement of such Incentive Payments in accordance with Section 6, if the terms of this commitment are not fulfilled. To that end, HMC PT agrees to continue the operation of the Tenant or Equivalent Tenant, on the Property for ten (10) years from the Incentive Payment Start Date. This shall not extend the terms of the agreement nor the Incentive Payments period listed in Exhibit C. If, at any time during this time period, the Tenant, or Equivalent Tenant, fails to operate on the Property for a period of 12 consecutive months, then the Village shall be released and discharged from any further obligation to make payments under this Agreement, and HMC PT or its successors shall reimburse the Village in accordance with Section 6 of this Agreement. The failure to meet this commitment is not a breach, but rather a foreseeable event for which the offsetting terms have been agreed to in

Section 6 of this Agreement. The Tenant or Equivalent Tenant must comply with Illinois Municipal Code 5/8-11-21 and must submit a completed Exhibit D in order for HMC PT, or its successor or assignee to be eligible to any payments under this Agreement.

6. Reimbursement: In the event HMC PT, or any approved successor, fails to cause the continued operation of the Tenant or cannot, within 12 consecutive months, fill the Property with an Equivalent Tenant as provided in Section 5 of this Agreement, HMC PT, or such approved successor, shall reimburse the Village within sixty (60) days of receipt of a written demand from the Village specifying the amount of the reimbursement of the Incentive Payments due hereunder according to the following schedule, subject to any credits due pursuant to Section 2.g:

If said event occurs during:

- * Year one through year three – fifty percent (50%) of the Incentive Payment
- * Year four through year six – thirty- three percent (33%) of the Incentive Payment
- * Year seven through ten - ten percent (10%) of the Incentive Payment

After the expiration of a sixty (60) day period after written demand by the Village to HMC PT or its successors, specifying the amount due and the failure of HMC PT to pay such amount, the Village may, in its sole discretion, pursue any and all available legal remedies to recover said monies, including, without limitation, proceeding with an action in law or in equity to recover the amounts owed.

7. Limitation of Actions: No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the Village, its officers, agents and employees, in any amount or in excess of any specific sum agreed by the Village to be paid to HMC PT hereunder, subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to,

or shall be incurred by the Village, its officers, agents and employees in excess of such amounts, and all and any such rights or claims of HMC PT against the Village, its officers, directors, agents and employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

8. Assignment or Sale. All or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of HMC PT or any successors or assigns in interest under this Agreement or any part hereof shall be assigned to the successor owner or assigns only upon written approval of the Village.

9. Prevailing Wage: HMC PT shall comply with all applicable federal, state and local laws, regulations and standards.

10. Indemnification: In the event that any third party or parties institutes any legal proceedings against the Village and/or HMC PT, which relate to the terms of this Agreement, then, in that event, HMC PT shall indemnify and hold harmless the Village from any and all such proceedings. Further, HMC PT, upon receiving notice from the Village of such legal proceedings, shall assume, fully and vigorously, the entire defense of such lawsuit or proceedings and any and all costs and expenses of whatever nature relating thereto; provided, however, that HMC PT may not at any time settle or compromise such proceedings without the Village's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

If the Village, in its sole discretion, determines that there is, or may probably be, a conflict of interest between the Village and HMC PT on an issue of material importance to the Village with respect to such legal proceedings, or which may reasonably have a potentially

substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event that the Village exercises such option, then HMC PT shall reimburse the Village from time to time on written demand from the Village and notice of the amount due for any and all reasonable out-of-pocket costs and expenses, including but not limited to court costs, reasonable attorney's fees, witnesses' fees and/or other litigation expenses incurred by the Village in connection therewith.

In the event that the Village institutes legal proceedings against HMC PT or its successor for a breach of this Agreement, or any term or condition hereof, and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in any judgment against HMC PT or its successor all costs and expenses of such legal proceedings incurred by the Village, including but not limited to court costs, reasonable attorney's fees and witnesses' fees, incurred in connection therewith. Either party may, in its sole discretion, appeal any judgment rendered in relation thereto.

11. Breach: In the event of material breach of any of the terms and conditions of this Agreement, the non-breaching party shall have the right to terminate this Agreement after providing notice to the breaching party and after the expiration of a ninety (90) day cure period. In addition, the non-breaching party may seek to be awarded damages or other legal relief. The exclusive remedy of the Village for HMC PT's failure to meet the Section 5 commitment is the payment of the scheduled reimbursements as set forth in Section 6. Nothing herein shall modify, limit or abrogate any right of the Village to a reimbursement as provided under Section 6 of this Agreement.

12. Amendments: This Agreement sets forth all the promises, inducements,

agreements, conditions and understandings by and between the parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those expressly set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with the law and reduced in writing and signed by them.

13. Time: Time is of the essence under this Agreement and all time limits set forth herein are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.

14. Notices: Any notices required in this Agreement shall be effective when in writing and upon mailing by certified mail return receipt requested, or by delivering the same in person or to an officer of such party or by private courier, when appropriate, addressed to the party to be notified.

If to the Village:

Village of Hoffman Estates
Attn: Village Manager
1900 Hassell Road
Hoffman Estates, IL 60169
Eric.Palm@vohe.org

Village of Hoffman Estates
Attn: Corporation Counsel
1900 Hassell Road
Hoffman Estates, IL 60169
Arthur.Janura@vohe.org

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

If to HMC PT:

HMC Poplar Creek Crossing LLC
Attn: Brian Page

814 Commerce Drive, Suite 300
Oak Brook, IL 60523
bpage@pinetree.com

Pine Tree Commercial Realty, LLC
Attn: General Counsel
40 Skokie Boulevard, Ste 610
Northbrook, IL
bboruszak@pinetree.com

15. Exhibits: Exhibits attached hereto are hereby incorporated in and made a part of this Agreement.

16. Jurisdiction: This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be Cook County or federal court located within the State of Illinois.

17. Waiver: A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

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

19. Term of Agreement: The term of this Agreement shall be from the Effective Date to the earlier of 1) the Incentive Period expiration, 2) both parties agree in writing to terminate, or 3) the Agreement is terminated due to default.

20. Authorization to Execute: The Manager of HMC PT who has executed this Agreement hereby warrant that he/she has been lawfully authorized by HMC PT to execute this Agreement on behalf of HMC PT.

21. Third Party Beneficiary: Both Parties agree there are no third-party beneficiaries

of this Agreement.

22. Developer’s Right of Termination: At any time prior to the Incentive Payment Start Date, HMC PT may, by giving written notice to the Village, abandon the contemplated Redevelopment Project and terminate this Agreement and HMC PT’s obligations hereunder, if HMC PT determines, in its sole discretion, that the contemplated Project is no longer economically feasible.

23. Further Assurances: The parties agree to take all necessary action and cooperate as reasonably required in connection with further effectuating this Agreement, including the execution and delivery of any additional documents or instruments as may become necessary or appropriate to further carry out the terms, provisions and intent of this Agreement.

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

VILLAGE OF HOFFMAN ESTATES

An Illinois Municipal Corporation

ATTEST:

By: _____

By: _____

Name: William D. McLeod

Name: Bev Romanoff

Title: Village President

Title: Village Clerk

Date: _____

Date: _____

HMC PT POPLAR CREEK CROSSING, LLC,

a Delaware limited liability company

Its Manager

By: HMC PT POPLAR CREEK, LLC

Its Manager

By: PTNB RETAIL MANAGER

Its Manager

By: PTCR HOLDCO, LLC, its member

By: 

Name: Peter Borzak

Title: CEO

Date: 2/2/22

ATTEST:

By: 

Name: Brian Page

Title: Authorized Signatory

Date: 2/2/22

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

Given under my hand and seal this ____ day of _____, 2022.

Notary Public

STATE OF Illinois)
) SS
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter Borzak, personally known to me to be the CEO of PTCR HOLDCO, LLC, the Member of PTNB RETAIL MANAGER, LLC, the Manager of HMC PT POPLAR CREEK CROSSING, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officer he/she signed said instrument as his/her free and voluntary act, and as the free and voluntary act and deed of said HMC PT POPLAR CREEK CROSSING, LLC, a Delaware limited liability company, as CEO, as set forth above, for the uses and purposes therein set forth.

Given under my hand and seal this 3rd day of February, 2022.



Melody Johns
Notary Public

**Exhibit A –
Legal Description of the Property Located at**

LOT 1 IN POPLAR CREEK CROSSING RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 12, 2010 AS DOCUMENT 1013244050, IN COOK COUNTY, ILLINOIS.

Exhibit B – Concept Plans

1. PROPOSED STOREFRONT ELEVATION RENDERING

2. MATERIAL KEY

NEWER'S DORVILLE
6102 BRN/E WHITE

3. SHOP CENTER STOREFRONT ELEVATION

NO.	DESCRIPTION	QTY	UNIT
1	BRICK		
2	CONCRETE		
3	GLASS		
4	PAINT		
5	ROOFING		
6	LANDSCAPE		
7	MECHANICAL		
8	ELECTRICAL		
9	PLUMBING		
10	FINISHES		
11	FIXTURES		
12	LANDSCAPE		
13	MECHANICAL		
14	ELECTRICAL		
15	PLUMBING		
16	FINISHES		
17	FIXTURES		
18	LANDSCAPE		
19	MECHANICAL		
20	ELECTRICAL		
21	PLUMBING		
22	FINISHES		
23	FIXTURES		
24	LANDSCAPE		
25	MECHANICAL		
26	ELECTRICAL		
27	PLUMBING		
28	FINISHES		
29	FIXTURES		
30	LANDSCAPE		
31	MECHANICAL		
32	ELECTRICAL		
33	PLUMBING		
34	FINISHES		
35	FIXTURES		
36	LANDSCAPE		
37	MECHANICAL		
38	ELECTRICAL		
39	PLUMBING		
40	FINISHES		
41	FIXTURES		
42	LANDSCAPE		
43	MECHANICAL		
44	ELECTRICAL		
45	PLUMBING		
46	FINISHES		
47	FIXTURES		
48	LANDSCAPE		
49	MECHANICAL		
50	ELECTRICAL		
51	PLUMBING		
52	FINISHES		
53	FIXTURES		
54	LANDSCAPE		
55	MECHANICAL		
56	ELECTRICAL		
57	PLUMBING		
58	FINISHES		
59	FIXTURES		
60	LANDSCAPE		

POPLAR CREEK
CROSSING

2780 S.W. 104th Ave
HOFFMAN ESTATES, IL 60142

The U.S. Company
Providence, Massachusetts 01906

CAMBRUS & THEODORE, LTD
Architectural Firm
1000 N. Central Expressway, Suite 100
Chicago, IL 60642
Tel: 773.444.1000
www.cambrus-theodore.com

A4.0

SCALE: 1/8" = 1'-0"

DATE: 02/02/22

CT

**Exhibit C –
Economic Payments Schedule**

Pine Tree - HomeGoods
2/7/2022

Year	HomeGoods Estimated Sales**	Estimated Muni. Sales Tax Revenue to VHE (2%)	 	% of Sales Tax to be rebated to Owner	Annual rebate to owner *	 	NET REVENUE PER YEAR TO VHE	
Nov1-Dec31, 2022	\$ 1,123,823	\$ 22,476.47 ^		75%	\$16,857		\$5,619	
2023	\$6,742,940	\$134,859		75%	\$101,144		\$33,715	
2024	\$6,844,084	\$136,882 ~		25%	\$34,220		\$102,661	
2025	\$6,946,745	\$138,935		25%	\$34,734		\$104,201	
2026	\$7,050,947	\$141,019		25%	\$35,255		\$105,764	
2027	\$7,156,711	\$143,134		25%	\$35,784		\$107,351	
2028	\$7,264,061	\$145,281		25%	\$36,320		\$108,961	
2029	\$7,373,022	\$147,460		25%	\$36,865		\$110,595	
2030	\$7,483,618	\$149,672		25%	\$37,418		\$112,254	
2031	\$7,595,872	\$151,917		25%	\$37,979		\$113,938	
2032	\$7,709,810	\$154,196 *		25%	\$38,549		\$115,647	
10 years ROI analysis		\$1,443,356	 	31%	\$445,126 *	 	\$1,015,088	

ratio: \$1 : \$0.27 over 10 years
(total revenues) VHE : Owner

- * Rebate ceases if space becomes vacant more than 12 months during the term of the agreement.
- ** Sales estimates provided by StoreTrends/CreditIntell in Spring 2021
- ^ Sales in 2022 assumed for 2 months only, and calculated as 2/12ths of the annual sales projection.
- ~ 1.5% annual increase in annual sales after year 1
- * Some of which are paid in 2032
- * Rebate is capped at \$430,000

AUTHORIZATION TO RELEASE SALES TAX INFORMATION

The undersigned Taxpayer hereby authorizes the Illinois Department of Revenue ("IDOR") to disclose to the designated city, the amount of the local government's share of sales tax and the amount of any home rule sales tax received on behalf of the taxpayer. Reporting for a period beginning with tax collected by the department during _____, _____,

(beginning month/ year)

and ending with tax collected by the department in _____.

(ending month/ year)

Provided, however, that only taxes for the store identified below may be disclosed and not receipts from the Taxpayer's other locations, if any.

This information is to be released to the Village of Hoffman Estates, attn: Clerk, Finance Officer,

BUSINESS INFORMATION:

(Illinois Business Tax Number)

(Taxpayer/Business Name)

(Address)

(City, Town, Village or County)

TAXPAYER: The undersigned is an owner/authorized officer of this business.

By: _____
(Signature)

(Print Name)

(Title)

(Telephone Number)

Note: All requests must have a beginning and ending date. Incomplete requests will be returned to the local government.

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of an Ordinance terminating the designation of the Hoffman Estates Barrington/Higgins Tax Increment Financial Redevelopment Project Area and dissolving the Hoffman Estates Barrington/Higgins Special Tax Increment Allocation Fund

MEETING DATE: February 14, 2022

COMMITTEE: Planning, Building and Zoning

FROM: Eric Palm, Village Manager
Peter Gugliotta, Development Services Director
Kevin Kramer, Economic Development Director

PURPOSE: Request approval of an Ordinance terminating the designation of the Hoffman Estates Barrington/Higgins Tax Increment Financial Redevelopment Project Area and dissolving the Hoffman Estates Barrington/Higgins Special Tax Increment Allocation Fund.

BACKGROUND: In 1986, the Village Board approved the first TIF in the Village for the 22 acres along Higgins Road, just east of Barrington Road (the Barrington/Higgins TIF). Over the years, the TIF was amended four times to change the redevelopment plan and budget, the latest being in 2014 when Ala Carte Entertainment purchased the former Metropolis and Lone Star buildings to redevelop into Moretti's Ristorante and Moretti's Unique Events, respectively. The TIF was extended in 2009 for an additional 12 years, as per the TIF Act. This allows for the levy year 2021 property taxes, collected in 2022, to go into the TIF Fund. The TIF District will dissolve effective December 31, 2022, and the TIF Fund will remain in place to meet all existing commitments obligated prior to December 31, 2021, as well as any outstanding property tax appeals. Once those items are exhausted, the Village will declare any remaining funds surplus and transmit those dollars to the Cook County Treasurer for distribution to the taxing bodies.

FINANCIAL IMPACT: None.

RECOMMENDATION: Request approval of an Ordinance terminating the designation of the Hoffman Estates Barrington/Higgins Tax Increment Financial Redevelopment Project Area and dissolving the Hoffman Estates Barrington/Higgins Special Tax Increment Allocation Fund.

Attachment

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE TERMINATING THE DESIGNATION
OF THE HOFFMAN ESTATES BARRINGTON HIGGINS TAX
INCREMENT FINANCING REDEVELOPMENT PROJECT AREA
AND DISSOLVING THE HOFFMAN ESTATES BARRINGTON
HIGGINS SPECIAL TAX INCREMENT ALLOCATION FUND**

WHEREAS, the Village of Hoffman Estates ("Village") is a home rule unit under Subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform and function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village President and Board of Trustees of the Village did, on December 22, 1986, adopt Ordinances Numbers 1806-1986, 1807-1986 and 1808-1986, designating a redevelopment project area, approving a redevelopment plan and project, and adopting tax increment financing, respectively, for the Hoffman Estates Barrington Higgins Tax Increment Financing District, as amended by Ordinance Number 2890-1997, adopted February 3, 1997, Ordinance Number 3102-1999, adopted July 6, 1999, Ordinance Number 4157-2009, adopted November 23, 2009, and Ordinance Number 4455-2014, adopted November 3, 2014 (as amended, the "TIF District"); and

WHEREAS, pursuant to 65 ILCS 5/11-74.4-8, the Village intends to dissolve the special tax allocation fund for the TIF District ("TIF District Special Tax Allocation Fund") as set forth in Section 3 below, terminate the designation of the TIF District redevelopment project area effective December 31, 2022, subject to certain conditions set forth below, and terminate the use of tax increment financing for the TIF District redevelopment project area as of real estate tax levy year 2022;

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

Section 1: Incorporation of Recitals. The foregoing recitals to this Ordinance are incorporated in this Ordinance as if set out in full by this reference.

Section 2: Termination of TIF District Redevelopment Project Area. That effective December 31, 2022, the Village hereby terminates the TIF District redevelopment project area, subject to expenditures of the "Retained Funds," as defined in Section 3 below.

Section 3: Dissolution of Fund; Retained Funds. That the Village hereby dissolves the TIF District Special Tax Allocation Fund, into which the incremental real estate taxes for the TIF District redevelopment project area have been paid, after receipt of the 2021 real estate tax increment paid in 2022, subject to the Village retaining one million seven-hundred fifteen thousand dollars (\$1,715,000) from the TIF District Special Tax Allocation Fund for purposes of paying (a) TIF District obligations incurred prior to December 31, 2021 and (b) real estate tax appeals or objections of any nature arising from properties within the TIF District for tax years during which the TIF District was in effect (collectively the "Retained Funds"). The TIF District Special Tax Allocation Fund shall terminate upon the later of (y) the Village paying all TIF District obligations incurred prior to December 31, 2021, and (z) resolution of all real estate tax appeals or objections of any nature arising from properties within the TIF District for tax years during which the TIF District was in effect which might affect the TIF District Special Tax Allocation Fund. Any monies remaining in the TIF District Special Tax Allocation Fund as of the date of this Ordinance, excluding the Retained Funds, are hereby designated surplus, and shall be paid to the Cook County Collector (Treasurer) for payment to the taxing districts impacted by the TIF District redevelopment project area, in the same manner and proportion as the most recent distribution by the Cook County Collector (Treasurer) to those taxing districts of real estate taxes from real property in the TIF District redevelopment project area, all in accordance with 65 ILCS 5/11-74.4-8. Any of the Retained Funds and any costs or expense related to those payments and the dissolving

of the TIF District Special Tax Allocation Fund which have not been spent as of the date of dissolution of the TIF District Special Tax Allocation Fund shall be designated surplus, and shall be paid to the Cook County Collector (Treasurer) for payment to the taxing districts impacted by the TIF District redevelopment project area, in the same manner and proportion as the most recent distribution by the Cook County Collector (Treasurer) to those taxing districts of real estate taxes from real property in the TIF District redevelopment project area, all in accordance with 65 ILCS 5/11-74.4-8.

Section 4: Surplus. That in the event that additional incremental real estate taxes attributable to the TIF District redevelopment project area shall be received by the Village from late payment of real estate taxes or any other reason, after the dissolution of the TIF District Special Tax Allocation Fund, such monies shall be segregated by the Village, are declared surplus funds, and shall sent to the Cook County Collector (Treasurer) for distribution in the same manner as provided for in Section 3 above.

Section 5: Levy Extensions. That starting with real estate tax levy year 2022, the rates of the taxing districts shall be extended and taxes levied, collected and distributed in the manner applicable in the absence of the adoption of tax increment financing.

Section 6: Notice of Ordinance. That, pursuant to 65 ILCS 5/11-74.4-8, a certified copy of this Ordinance shall be forwarded, by the Village Clerk, to each taxing district impacted by the TIF District, and certified copies of this Ordinance shall also be forwarded, by the Village Clerk, to the Cook County Clerk, and to the Cook County Collector (Treasurer), all prior to November 1, 2022.

Section 7: Invalidity. That if any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect the other provisions of this Ordinance.

Section 8: Conflicts. That all ordinances, resolutions or motions in conflict herewith are hereby repealed to the extent of such conflict.

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

Section 10: Effective Date. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS _____ day of _____, 2022

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

APPROVED THIS _____ DAY OF _____, 2022

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2022.

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval to:
a) recommend the establishment of a new TIF District at Stonington Avenue, Pembroke Avenue, and Hassell Road; and
b) contract with Teska Associates to provide TIF consulting services

MEETING DATE: February 14, 2022

COMMITTEE: Planning, Building & Zoning

FROM: Kevin Kramer, Director of Economic Development μ^k

REQUEST: Request approval to:
a) recommend the establishment of a new TIF District at Stonington Avenue, Pembroke Avenue, and Hassell Road, and
b) contract with Teska Associates to provide TIF District consulting services.

BACKGROUND: In 2021, the Village Board adopted the Barrington Road I-90 sub-area plan which identified three quadrants, including the southeast quadrant which includes the Pembroke Avenue, Stonington Avenue, and Northwest Corporate Centre area. The plan made a series of recommendations, including looking at creating opportunities for Transit Oriented Development (TOD) near the Pace Bus facilities at I-90/Barrington Road. In addition, there are also many recommendations for infrastructure improvements, including stormwater and significant pedestrian/bicycle improvements. Finally, the plan provides potential scenarios for redevelopment of certain parcels identified in the aforementioned area. In light of all these projects, staff engaged with a consultant to see if the property would be eligible as a Tax Increment Financing (TIF) District.

DISCUSSION: The Village has engaged TIF consultant, Teska Associates, to study a possible TIF on a portion of the land east of Barrington Road, south of I-90, north of Higgins Road, and west to Poplar Creek (see attached map).

After completing an eligibility study, the area qualifies under the Conservation condition with all of the parcels meeting the required number of criteria (deterioration, excessive vacancies, and code violations) and another criteria (relative declining EAV) being present on nearly all of them. A Village initiated TIF, under the control of the Village, would be available to pay certain eligible costs discussed above such as demolition, improved utilities, increased connectivity, and other costs to improve EAV and bring about highest and best uses on land. There may also be opportunities for redevelopment agreements to incent the development community to create projects that achieve the goals in our subarea plan.

DISCUSSION: (Cont'd)

Teska Contract

The Village Manager approved an initial contract with Teska to determine if the parcels would qualify for TIF designation. Now that they have made that determination, and if the Village Board decides to pursue TIF adoption, a contract with Teska is proposed to create the Redevelopment Plan and guide the Village through the required statutory steps necessary prior to and leading up to the Village Board's vote to approve or not approve the TIF. This contract totals \$18,250, coupled with the prior contract, it now exceeds the Village Manager's spending limit.

FINANCIAL IMPACT

If a TIF is adopted, consultant costs are reimbursable from future TIF revenues. The Redevelopment Plan will identify a TIF budget which can be used to incent redevelopment.

RECOMMENDATION:

Request approval to:

- a) recommend the establishment of a new TIF District at Stonington Avenue, Pembroke Avenue, and Hassell Road, and
- b) contract with Teska Associates to provide TIF District consulting services.

Attachments

cc: Lee Brown (Teska Associates)



MEMORANDUM

via email: Kevin.Kramer@HoffmanEstates.org

FROM: Lee M. Brown, FAICP, President
Ali Begazo, Community Planner

TO: Kevin Kramer, CEcD, Director of Economic Development, Village of Hoffman Estates

SUBJECT: Eligibility Findings Summary

DATE: 2/09/2022

Teska Associates has completed its initial evaluation of eligibility for Tax Increment Financing in the study area of the southeast quadrant of I-90 and Barrington Road. The study area included some properties that do not contribute to eligibility, but we have concluded that a meaningful portion of the study area does meet the requirements of eligibility as a "conservation area" under the "Tax Increment Allocation Redevelopment Act" (Chapter 65 ILCS 5/11-74.4-1, et seq.) of the Illinois Statutes, as amended (hereinafter the "Act").

Section 5/11-74.4-3(a) defines a "conservation area" as:

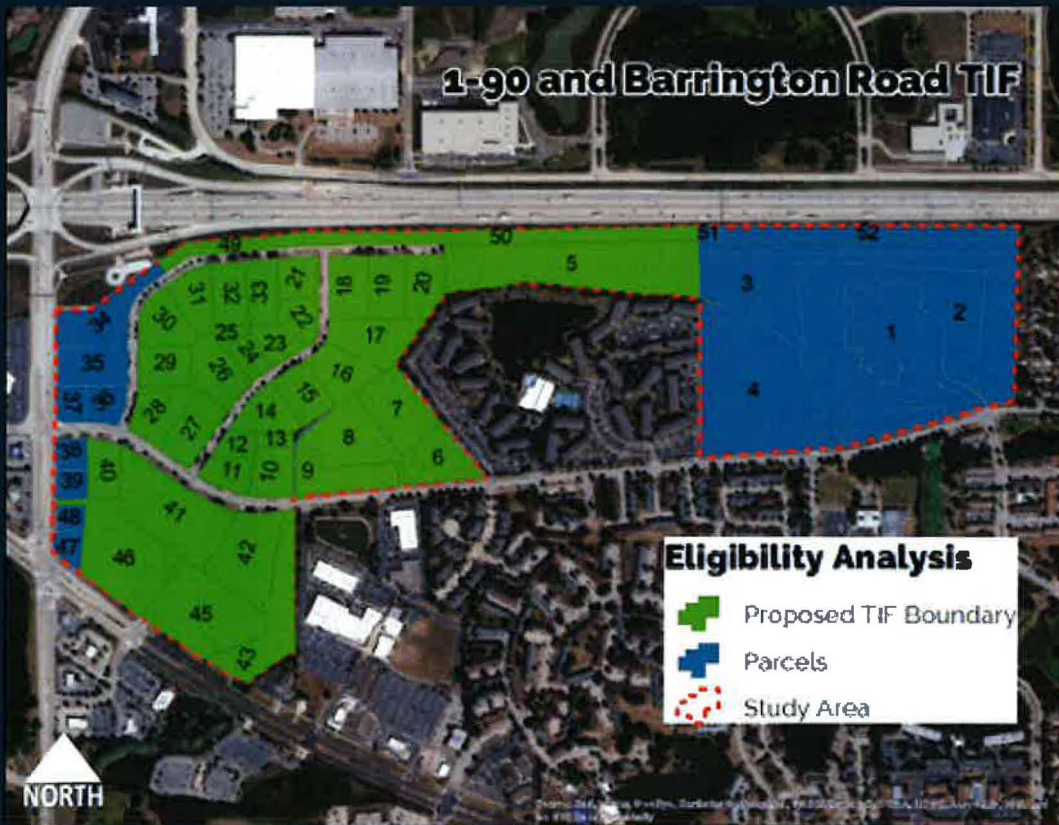
"...any improved area within the boundaries of a Redevelopment Project Area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area, but because of a combination of three or more of the following factors is detrimental to the public safety, health, morals, or welfare and such an area may become a blighted area: dilapidation; obsolescence; deterioration; presence of structures below minimum code standards; illegal use of individual structures; excessive vacancies; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage and overcrowding of structures and community facilities; deleterious land use or layout; lack of community planning; need for environmental remediation; or declining total equalized assessed value."

Having completed a field survey of the study area on November 19, 2021 and having evaluated both Village and County records pertaining to building and structure age and conditions, code violations, property assessments, utility conditions, and other issues related to eligibility, we find that a sub-area of the study area shown on the attached map meets the requirements of eligibility as a "conservation area. Greater than 50% of the structures exceed 35 years in age and there are three or more eligibility factors that are present to a meaningful extent and reasonably distributed throughout the Project Area. In addition to the presence of **code violations, excessive vacancies, and deterioration** identified in the recommended project area, depending on the boundary of the proposed project area and which parcels are included, the area has seen a relative decline in equalized assessed valuation when compared to the Village as a whole in as many as 3 of the most recent 5 assessment periods.

We will prepare a complete eligibility report and present it to the Village. If the Village wishes to proceed with establishing a TIF district in the study area, the next steps require the Village to authorize the consultant to prepare a Redevelopment Plan and Program.

Proposed TIF Boundary

Deterioration, excessive vacancies, and code violations



teska associates inc

627 Grove Street, Evanston, Illinois, 60201 office 847 869-2015 www.TeskaAssociates.com

AGREEMENT BETWEEN
VILLAGE OF HOFFMAN ESTATES, ILLINOIS
AND
TESKA ASSOCIATES, INC.

This AGREEMENT made and entered into this _____ day of _____, 2022 by and between the Village of Hoffman Estates, an *Illinois Municipal Corporation* with offices at 1900 Hassell Road, Hoffman Estates, IL 60169, hereinafter referred to as the "CLIENT" and Teska Associates, Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201, and 24103 W. Lockport Street Unit #107, Plainfield, Illinois 60544, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the Consultant has identified an eligible Tax Increment Financing District under a prior agreement, and the CLIENT desires to engage the services of the CONSULTANT to furnish additional professional and technical assistance in connection with *the preparation and adoption of a Tax Increment Finance District (or multiple districts) for said eligible area near I-90 and Barrington Road within the Village of Hoffman Estates*, hereinafter referred to as the "PROGRAM", and the CONSULTANT has signified its willingness to furnish professional and technical services to the CLIENT:

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services

The CONSULTANT agrees to commence work upon execution of this AGREEMENT, and to perform those services outlined in Attachment "A", a copy of which is attached hereto and incorporated in this Agreement, utilizing the degree of skill and care exercised by practicing professionals performing similar services under similar conditions. CONSULTANT makes no other representations and no warranties of any kind, whether express or implied, with respect to its services rendered hereunder.

B. Services to be provided by the CLIENT

In the event that any information, data, reports, records and maps are existing and available and are useful for carrying out the work on this PROJECT, the CLIENT shall promptly furnish this material to the CONSULTANT. CONSULTANT shall be entitled to rely upon the accuracy and completeness of all information provided by the CLIENT and the CLIENT shall obtain any information reasonably necessary for the CONSULTANT to perform its work under this Agreement. The CLIENT will be responsible for the organization and conduct of all meetings necessary to carry out the services described in Attachment "A". The CLIENT designates Kevin Kramer to act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive

information, interpret and define the CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked.

C. Compensation

The CONSULTANT shall be compensated for services on the basis of hourly billing rates for professional and technical staff time devoted to the PROJECT, plus reimbursement for directly-related expenses such as travel (including use of automobiles at \$0.545 per mile, tolls, reproduction, subcontractors, etc.). The billing rates for professional staff are:

Principals	\$160 – \$190/hour
Senior Associates	\$125 - \$150/hour
Associates	\$105 – \$120/hour

Based upon the Scope of Services in Attachment A, the maximum compensation for this project will not exceed **\$18,250**. An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the CONSULTANT and the CLIENT will be invoiced accordingly.

This includes all services outlined in the Attached Scope of Services, as well as normal reimbursable expenses. Cost for required notices to the taxing bodies is included. Neither the cost for legal/boundary description nor the cost of newspaper publication notices for meetings and mailing costs for the required public meeting and public hearing (which are dependent upon the final number of PINs and residential addresses within 750 ft. of the final Project Area) are included.

D. Method of Payment

Method of payment shall be as follows: The CONSULTANT shall submit monthly invoices for costs incurred on the PROJECT during the billing period. Invoices are subject to the requirements of the Prompt Payment Act of the State of Illinois. To the extent permitted by applicable law, the CLIENT agrees to pay all costs and disbursements, including reasonable attorney's fees, incurred by the CONSULTANT in legal proceedings to collect for invoices which are delinquent and payable. No interest or collection costs shall be included in the upset maximum budget of this Agreement.

If the CLIENT fails to make any payment due the CONSULTANT within sixty (60) days from receipt of the invoice, the consultant may, after giving seven days' written notice to the CLIENT, suspend services under this AGREEMENT until it has been paid in full all amounts due.

E. Time of Performance

Work shall proceed in a timely manner according to mutually acceptable scheduling adopted between the CLIENT and CONSULTANT. The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this Agreement and is anticipated to be completed by December 31, 2021.

F. Excusable Delays

The CONSULTANT shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, illness, accidents, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

G. Termination

The CLIENT and the CONSULTANT shall have the right to terminate the Agreement by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the Agreement shall become the property of the CLIENT upon payment of all invoices properly submitted and due the CONSULTANT under the terms of the Agreement. CLIENT acknowledges that incomplete documents are not represented as suitable for any use or purpose, and further agrees to defend, indemnify, and hold the CONSULTANT harmless from and against all claims, costs, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or relating to any use, reuse, or modification of any CONSULTANT-authored documents that occurs without the CONSULTANT'S consent and professional involvement. This includes any subsequent use or completion of any incomplete documents.

H. Dispute Resolution

The parties agree that all claims, disputes, or other matters in question that arise out of or relate to this AGREEMENT or the breach thereof shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. If mediation fails to resolve the matter, either party may initiate litigation in a court of competent jurisdiction in the State of Illinois.

I. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee or agent interested in the Agreement has any pecuniary interest in the business of the CONSULTANT or the Agreement, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the Agreement.

J. Changes

The CLIENT may, from time to time, require or request changes in the scope or deadline of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

K. Hold Harmless

The CLIENT shall hold the CONSULTANT harmless, protect and defend the CONSULTANT against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the CONSULTANT in accordance with the Agreement that are not the result of the CONSULTANT'S negligence.

To the fullest extent permitted by law, the total liability in the aggregate, of the CONSULTANT to the CLIENT or anyone claiming by, through, or under the CLIENT, whether arising in tort, breach of contract, or by virtue of any other cause of action or legal theory, shall be limited to the coverage and limits of the insurance required of CONSULTANT by this Agreement.

The CONSULTANT shall indemnify and hold the CLIENT from and against damages, costs, liabilities, and expenses, to the extent caused by the CONSULTANT'S negligence in the performance of its services under this Agreement.

L. Insurance

The CONSULTANT shall maintain and keep in force during the term of this Agreement Commercial General Liability and Automobile Liability coverage in the following minimum amounts:

Commercial General Liability


General Aggregate Limit	\$4,000,000
Products-Completed Operation Aggregate	\$4,000,000
Each Occurrence Limit	\$2,000,000

Medical expense Limit	\$10,000
Auto - Combined Single Limits (each Accident)	\$1,000,000
Excess/Umbrella Liability	\$1,000,000
Workers Compensation (statutory limits)	\$1,000,000

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this Agreement on the date and year first above written.

CONSULTANT:
TESKA ASSOCIATES, INC.

CLIENT:
VILLAGE OF HOFFMAN ESTATES, IL

BY: 
Lee M. Brown, President

BY: _____

Date: February 8, 2022

Date: _____

Attachment A:

SCOPE OF SERVICES: I-90 AND BARRINGTON ROAD TAX INCREMENT FINANCING DISTRICT

PHASE 2: PREPARATION OF REDEVELOPMENT PLAN

2.1 Plan Preparation.

TESKA will prepare a Redevelopment Plan for the Study Area that will include all required elements as outlined in the Tax Increment Allocation Redevelopment Act (Chapter 65 ILCS 5/11-74.4-1, et seq.) of the Illinois Statutes as amended, including:

- Redevelopment Project Area boundary description, and corresponding maps;
- Redevelopment Plan and Program Goals & Objectives;
- Project Area existing and future land use plans, infrastructure, and public improvements; and
- Project Budget based on projected incremental revenue from the Redevelopment Project Area.

Deliverables:

TESKA will prepare draft Redevelopment Plan.

2.2 Identification of Public Notice of Meetings.

TESKA will work with Village staff (and Cook County) to identify the property owners of record and subsequent public notice list for all properties located within the TIF Redevelopment Project Area and all residential properties within 750 feet of the TIF Redevelopment Project Area as required per the Act. TESKA will prepare all required notices.

The Village will execute all required mailed and published public notification of the Joint Review Board, public hearing, and other required notices as described in state statutes, and will keep complete records of these notices.

Deliverables:

TESKA will research and prepare required public notice list(s).

2.3 Report Submittal and Meeting with Staff.

A draft TIF Redevelopment Plan will be prepared and submitted for review by the Village. TESKA will attend one meeting to discuss the draft TIF Redevelopment Plan with Village staff and any recommended changes to the draft plan.

Deliverables:

TESKA will submit draft Redevelopment Plan and attend one meeting with Village staff.

2.4 Revisions and Preparation of Final Plan.

TESKA will make one set of revisions to the draft Redevelopment Plan resulting from phase 2.3 (if necessary) and create a Final Draft. TESKA will submit a Final Draft of the Redevelopment Plan to the Village to be used for during the TIF adoption process.

Deliverables:

TESKA will prepare Final Draft of the Redevelopment Plan.

Phase 3: ADOPTION

3.1 Confer with Village Attorney.

TESKA will confer with the Village Attorney and create a schedule/timeline for the adoption of the proposed TIF district.

Deliverables:

TESKA will coordinate schedule/timeline for approval of the TIF.

3.2 Joint Review Board Meeting.

The Village will convene a Joint Review Board (JRB) as required by TIF statute for the project area. (In advance of this task, TESKA will have prepared and will provide to the Village a contact list of the affected taxing districts within the Study Area). TESKA will attend one meeting of the JRB to present the findings of the Eligibility Study, Redevelopment Plan and Housing Impact Report to the affected taxing districts.

Deliverables:

TESKA will prepare presentation and attend meeting of the Joint Review Board.

3.3 Public Hearing.

The Village will provide public notice of the required public hearing. (In advance of this task, TESKA will have prepared and will provide to the Village a taxpayer of record list for each Property Identification Number (PIN) within the Study Area). TESKA will participate in one formal public hearing as required by Illinois Revised Statutes to discuss the proposed amendment to the TIF, summarize the discussion from the Joint Review Board meeting, and respond to questions.

Deliverables:

TESKA will prepare presentation and attend public hearing to present the proposed TIF.

3.4 Revisions.

TESKA will perform revisions to the Redevelopment Plan as needed based on feedback from the public hearing and public comment and Village Board of Trustees (and staff) recommendations. TESKA will submit to the Village a Final approved Redevelopment Plan and associated Eligibility Study in print as well as electronic format.

Deliverables:

TESKA will prepare final approved Redevelopment Plan suitable for filing with Cook County.

3.5 Filing of Required Documents.

TESKA will assist the Village in submitting all required forms and data to the Cook County Clerk/Recorder and the Illinois Department of Commerce and Economic Opportunity.

Deliverables:

TESKA will assist with filing of TIF documents.

End of Scope

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of an Ordinance adopting the 2022 zoning map

MEETING DATE: February 14, 2022

COMMITTEE: Planning, Building & Zoning

FROM: Jennifer Horn, Director of Planning and Transportation *JA*
Daisy Dose, Assistant Planner

PURPOSE: Request approval of an Ordinance adopting the 2022 zoning map.

BACKGROUND: In accordance with 65 ILCS 5/11-13-19 and Section 9-1-3 of the Village's Zoning Code, the Village of Hoffman Estates zoning map is annually revised by March 31, and adopted by the President and Village Board of Trustees.

DISCUSSION: Attached you will find the draft 2022 zoning map and Ordinance. There have been no zoning changes from the 2021 zoning map.

RECOMMENDATION: Approval of an Ordinance adopting the 2022 zoning map.

Attachments

ORDINANCE NO. _____ - 2022

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE DIRECTING THE PUBLISHING OF THE 2022 ZONING MAP

WHEREAS, the Director of Development Services of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, has presented to the President and Board of Trustees an updated zoning map showing the existing and revised zoning changes as of December 31, 2021.

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

Section 1: That the Village Clerk is hereby directed to publish said updated zoning map pursuant to 65 ILCS 5/11-13-19.

Section 2: That the Director of Development Services is hereby directed to have said zoning map reproduced and shall file two (2) copies of said zoning map with the Village Clerk.

Section 3: That said updating zoning map showing existing zoning as of December 31, 2021, is hereby declared as the official zoning map of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, effective January 1, 2022.

Section 4: That said updated zoning map is attached hereto as Exhibit "A".

Section 5: The Village Clerk is hereby authorized to publish this Ordinance in pamphlet form.

Section 6: This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2022

Table with 5 columns: VOTE, AYE, NAY, ABSENT, ABSTAIN. Rows list Village officials: Trustee Karen V. Mills, Trustee Anna Newell, Trustee Gary J. Pilafas, Trustee Gary G. Stanton, Trustee Michael Gaeta, Trustee Karen Arnet, and President William D. McLeod. Each cell contains a horizontal line for a signature or mark.

APPROVED THIS _____ DAY OF _____, 2022

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2022.

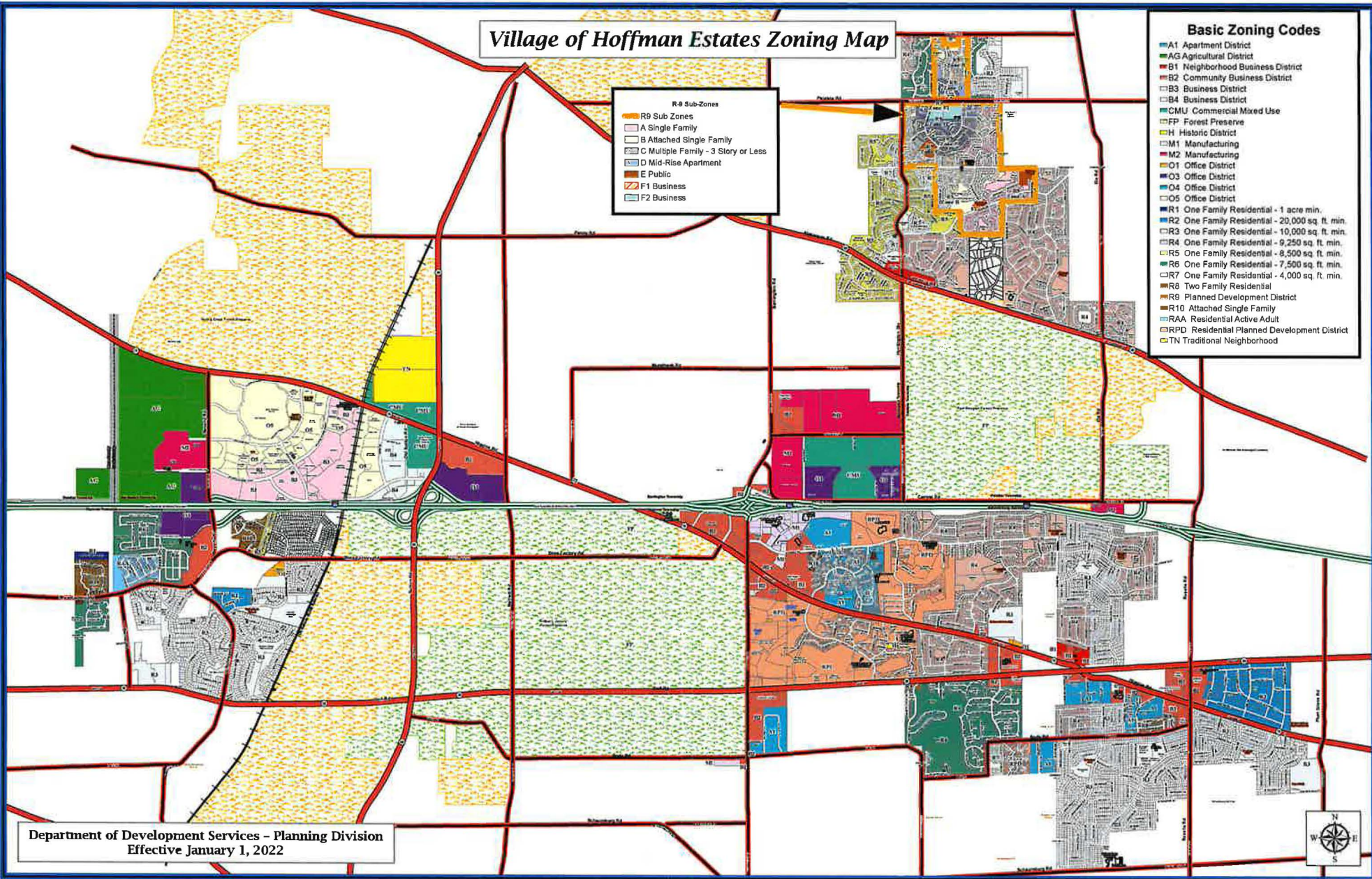
Village of Hoffman Estates Zoning Map

R-9 Sub-Zones

- R9 Sub Zones
- A Single Family
- B Attached Single Family
- C Multiple Family - 3 Story or Less
- D Mid-Rise Apartment
- E Public
- F1 Business
- F2 Business

Basic Zoning Codes

- A1 Apartment District
- AG Agricultural District
- B1 Neighborhood Business District
- B2 Community Business District
- B3 Business District
- B4 Business District
- CMU Commercial Mixed Use
- FP Forest Preserve
- H Historic District
- M1 Manufacturing
- M2 Manufacturing
- O1 Office District
- O3 Office District
- O4 Office District
- O5 Office District
- R1 One Family Residential - 1 acre min.
- R2 One Family Residential - 20,000 sq. ft. min.
- R3 One Family Residential - 10,000 sq. ft. min.
- R4 One Family Residential - 9,250 sq. ft. min.
- R5 One Family Residential - 8,500 sq. ft. min.
- R6 One Family Residential - 7,500 sq. ft. min.
- R7 One Family Residential - 4,000 sq. ft. min.
- R8 Two Family Residential
- R9 Planned Development District
- R10 Attached Single Family
- RAA Residential Active Adult
- RPD Residential Planned Development District
- TN Traditional Neighborhood



Department of Development Services - Planning Division
Effective January 1, 2022



**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Update on the Economic Development Strategic Plan process

MEETING DATE: February 14, 2022

COMMITTEE: Planning, Building and Zoning

FROM: Kevin Kramer, Director of Economic Development *KK*
Ashley Hines, DS & PW Intern

REQUEST: Update on the Economic Development Strategic Plan process.

BACKGROUND: In 2005, the Village commissioned the NIU Center for Governmental Studies to conduct focus groups of various stakeholders soliciting feedback regarding the economic development strategy of the Village. Several changes to our processes, procedures, and methods were changed as a result of that study. Then again, in 2012, Village staff, in conjunction with the Economic Development Commission, reviewed the informal strategic plan for economic development and made informal recommendations.

Near the end of 2020, staff sent out a survey to all businesses in the Village to understand their challenges and opportunities amidst the pandemic. That survey brought to light areas where economic development efforts could be more focused. As a result, staff planned to formally update the Economic Development Strategic Plan of the Village in-house in 2021-2022.

DISCUSSION: Staff is halfway through the process, having finished the existing conditions, data analysis, and stakeholder input sections of the plan. The three components of these sections include:

- ◆ a market and demographic analysis prepared using data from various sources,
- ◆ stakeholder interviews conducted by a third party consultant with more than 25 businesses, land owners, brokers, developers, engineers, architects, attorneys, and workforce developers who have had an impact on Hoffman Estates, and
- ◆ a public survey allowing residents to provide feedback on direction for economic development efforts, of which 165 people responded.

Following the Committee meeting, staff will develop the goals, objectives, strategies, and metrics to create the plan which should be ready for approval in the second quarter of this year.

Staff will present a brief PowerPoint at the Committee meeting.

RECOMMENDATION: For update purposes.



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

SUBMITTED TO: PLANNING, BUILDING & ZONING COMMITTEE

BY: Jennifer Horn, Director of Planning and Transportation *Jennifer Horn*

February 2022

GENERAL UPDATES

- ◆ Staff attended the GIS Committee meeting on January 25th.
- ◆ Staff continues to utilize the Central Square software to process, manage reviews, and report out on planning projects. Work is ongoing to prepare for the release of the public portal for planning projects (eTRAKiT).
- ◆ Planning staff continues to work with IT staff to finalize Laserfiche setup and identify needed GIS data updates.
- ◆ Work continues on the Development Services website overhaul.
- ◆ Transportation and Long Range Planner Phil Green started on January 31st. Welcome, Phil!

ACTIVE PLANNING PROJECTS

Project	Address	Status	PZC or PBZ Meeting	VB Meeting
<i>2601 Pratum Parking Lot Modifications</i>	<i>2601 PRATUM AVE</i>	<i>APPROVED</i>	<i>01/05/2022</i>	<i>01/17/2022</i>
<i>Dispensary 33</i>	<i>5 E GOLF RD</i>	<i>APPROVED</i>	<i>01/05/2022</i>	<i>01/17/2022</i>
<i>Huntington Club Condos Pool Removal</i>	<i>1965 HUNTINGTON BLVD</i>	<i>APPROVED</i>	<i>1/10/2022</i>	<i>01/17/2022</i>
<i>Seasons at Hoffman Estates Prelim. Concept</i>	<i>1701 MOON LAKE BLVD</i>	<i>APPROVED</i>	<i>01/19/2022</i>	<i>02/07/2022</i>
Data Center Text Amendments	N/A	PUBLIC MEETING	03/02/2022	03/17/2022
Thrive Vet Clinic	2547 W GOLF RD	PUBLIC MEETING	03/02/2022	03/17/2022
Barrington Pointe Office Building Signage	2300 N BARRINGTON RD	UNDER REVIEW		
Belle Tire	4801 HOFFMAN BLVD	UNDER REVIEW		
Dar-UI-Illum - Community Center and Mosque	1260 W HIGGINS RD	UNDER REVIEW		
Harvest Community Church Courtesy Review	2080 STONINGTON AVE	UNDER REVIEW		
Fountain Crossing Lot 7b Exterior Improvements	3125 N BARRINGTON RD	UNDER REVIEW		
H-90 Speculative Industrial Building	2685 EAGLE WAY	UNDER REVIEW		
Higgins / Roselle Storm Sewer Project (WT)	HIGGINS & ROSELLE RD	UNDER REVIEW		
Hoffman Plaza Lot 2 Subdivision	50 E HIGGINS RD	UNDER REVIEW		
Open Space Release	775 JODY LN	UNDER REVIEW		
Plum Farms Utilities	HIGGINS / OLD SUTTON	UNDER REVIEW		
Popeyes at Barrington Square	2280 W HIGGINS RD	UNDER REVIEW		
Ricky Rockets & Retail Building Site Modifications	1305 N BARRINGTON RD	UNDER REVIEW		
The Reserve at Bell Works (Townhomes)	1705 LAKEWOOD BLVD	UNDER REVIEW		
Tollway Maintenance Facility	CENTRAL & ELA RD	UNDER REVIEW		
2601 Pratum - Public Utilities Easement	2601 PRATUM AVE	INTAKE REVIEW		
Cannabis Dispensary and Lounge	2595 W GOLF RD	INTAKE REVIEW		

PENDING PLANNING PROJECTS

Project	Address	Status
Autumn Woods SF Subdivision	NEC GOLF / BERNER	PENDING
Beacon Pointe Phase 2	NWC BEVERLY / SHOE FACTORY	PENDING
Casey's Gas Station (Bucky's Redevelopment)	1700 ALGONQUIN RD	PENDING
Casey's Gas Station (Bucky's Redevelopment)	615 W HIGGINS	PENDING
Casey's Gas Station (Bucky's Redevelopment)	1 W GOLF RD	PENDING
Hindu Wellness Center, Temple and SF Homes	SEC ROHRSSSEN / GOLF ROAD	PENDING
Hoffman Lanes Redevelopment	80 W HIGGINS RD	PENDING
Macaroni Grill Redevelopment	2575 HIGGINS RD	PENDING
Plum Farms Mixed Use (CRG Residential)	4800 W HIGGINS RD	PENDING
Seasons at Hoffman Estates Prelim/Final Site Plan	1701 MOON LAKE BLVD	PENDING
U-Haul Redevelopment	2475 PEMBROKE AVE	PENDING

MONTHLY PLANNING PROJECT ACTIVITY

Projects Submitted by Type	January	2022 YTD
Pre-Development Agreement	3	3
Annexation		
Courtesy Review		
Easement		
Master Sign Plan		
Plat of Subdivision	1	1
Other Plat		
RPD Amendment		
Site Plan Review	3	3
Special Use	4	4
Text Amendment	1	1
Variation		
Total	12	12
FOIA Processed	2	2
Zoning Verification Letters	0	0
Building Permits Processed by Planning	19	19

PLANNING PERFORMANCE MEASURES

Site Plan Review Process	January		Year to Date	
Number of administrative/staff review site plan cases completed	1	33%	1	33%
Number of PZC site plan cases processed	2		2	
Annual goal is to complete at least 65% of site plan cases through administrative review process				

Site Plan Review Timing	January		Year to Date	
Number of cases processed within 105 days	3	100%	3	100%
Annual goal is to complete 100% of cases within 105 days				




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

February 2022

GENERAL ACTIVITIES

- On January 25, 2022, John Shogren attended the IPIA continuing education meeting in Aurora.
- Staff began efforts to fill several vacancies in the Division.
- The 2nd home in the Walnut Pond subdivision is underway and is in its rough stages.
- **Lou Malnati's** new carry out restaurant on Palatine Road completed their build out and are now officially open for business. 
- The new **speculative warehouse** building in Fountain Crossing is completed with temporary occupancy granted. Division staff has been involved in initial plan reviews for a tenant build out.
- **Microsoft** has mobilized their equipment and quickly begun foundation work on the first building. Village staff has been coordinating with them and their contractors to ensure a smooth construction process.
- Work on the **Stonegate** conference center is complete and occupancy should be issued in the coming month.
- Construction has begun on the **Amita Health** addition.
- The build out for **Banfield** in Hoffman Plaza is closer to completion with the installation of drywall and flooring.
- Staff was able to foster a resolution to a high priority issue between Bell Works and USPS.
- Code Enforcement was represented in the January GIS Committee meeting.
- Division staff partook in safety training and orientation at the Microsoft construction site.

Bell Works Construction Update:

- The build outs for Platinum Mortgage are completed and the tenants have received occupancy for the space.
- The Headline solar buildout is progressing well with occupancy expected in the next couple months.
- Somerset Development discussed their plan to initiate the next phase in their build out process, which would be an addition to the "Ready-to-Wear" space on the southeast corner of the main floor.
- Several other tenant build-outs are in the design and permitting stages with respective building permits to follow.



Central Square Community Development Software Conversion (formerly TRAKiT)

- Community Development officially went live to Village staff on December 6 and 7.
- Early indicators show the software is performing well and staff is becoming more familiar and productive with its use.
- Staff has entered into an Early Adopter agreement with Central Square to test and implement their newest application for field employees, called Mobiles. This application will allow inspectors to access plans and enter inspection information while in the field, reducing their office time and increasing efficiency.
- Staff began working with the Communications Director on a public rollout package to increase awareness of our digital permitting and inform them of a targeted public "go-live" timeframe.
- Efforts continue with Central Square on the resolution of certain issues and finalizing implementation.

2022 Code Enforcement Freedom of Information Act Requests Processed

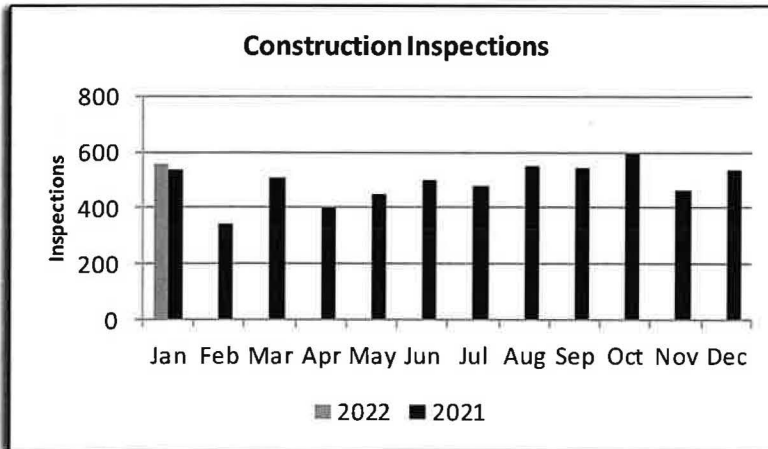
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
43	0	0	0	0	0	0	0	0	0	0	0	43

2022 Code Enforcement GovQA Questions & Complaints Processed

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
6	0	0	0	0	0	0	0	0	0	0	0	6

Construction Inspections

Year	2022	2021
Jan	555	537
Feb	0	342
Mar	0	505
Apr	0	399
May	0	452
Jun	0	498
Jul	0	476
Aug	0	553
Sep	0	540
Oct	0	595
Nov	0	464
Dec	0	537
Total	555	5898



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

RENTAL HOUSING LICENSE AND INSPECTION PROGRAM

- At the start of 2022, Code Enforcement staff resumed normal operation to the Rental Housing Program, which had been modified due to COVID safety measures.
- There are currently 1,938 rental properties registered. This includes 1,273 single family and townhome units (66%) and 665 condominium units (34%). This number fluctuates based on new registrants and owners who choose to no longer rent their properties.
- Renewal notifications were mailed on November 17, 2021 to all rental properties. The deadline to submit payment and update registration information was January 17, 2022.
- As of February 1st, 1,797 properties have renewed.

2022 Rental Inspections

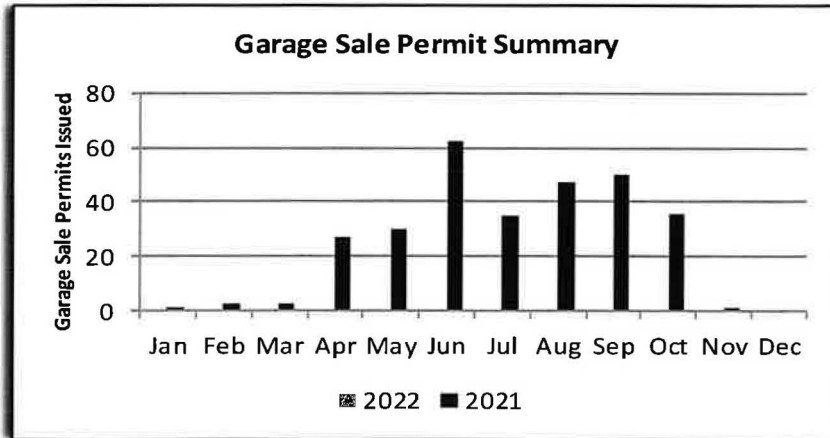
Inspection	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Annual	88	0	0	0	0	0	0	0	0	0	0	0	88
Reinspections	99	0	0	0	0	0	0	0	0	0	0	0	99
Total	187	0	0	0	0	0	0	0	0	0	0	0	187

Inspection Services Performance	January	1 st 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	5%	5%	5%	100% of total*

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

Garage Sales

Year	2022	2021
Jan	0	1
Feb	0	3
Mar	0	3
Apr	0	27
May	0	30
Jun	0	62
Jul	0	35
Aug	0	47
Sep	0	50
Oct	0	36
Nov	0	1
Dec	0	0
Total	0	295

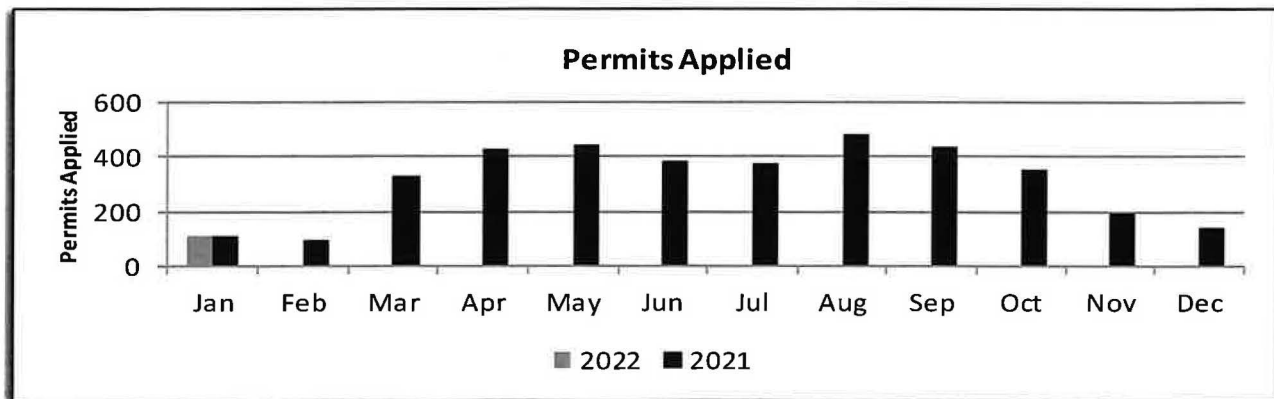


2022 Permits Issued

Permit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2022 YTD	2021 Total
Commercial New	0	0	0	0	0	0	0	0	0	0	0	0	0	3
Single Family New	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Land Development	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Fire	7	0	0	0	0	0	0	0	0	0	0	0	7	112
All Other Permits	114	0	0	0	0	0	0	0	0	0	0	0	114	3523
2022 Total	121	0	0	0	0	0	0	0	0	0	0	0	121	
2021 Total	113	96	256	359	450	392	401	387	469	368	225	124		3640

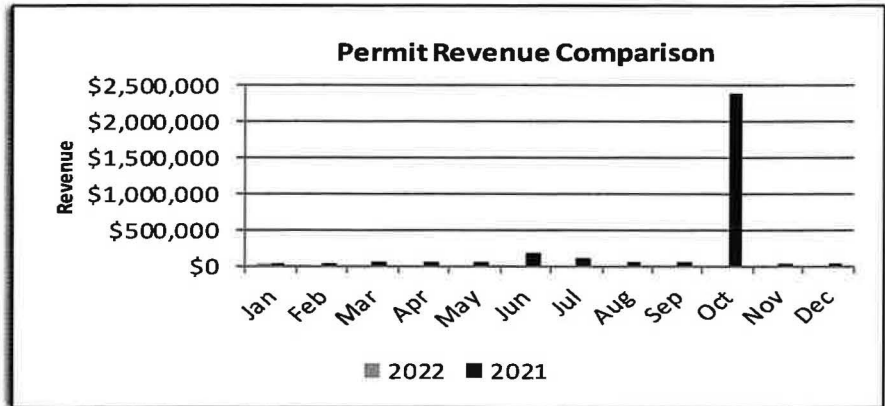
2022 Permits Applied

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2022	113	0	0	0	0	0	0	0	0	0	0	0	113
2021	107	96	328	426	440	383	373	484	436	352	195	143	3763



Permit Revenue

Year	2022	2021
Jan	\$39,197	\$47,073
Feb	\$0	\$2,687
Mar	\$0	\$50,059
Apr	\$0	\$61,109
May	\$0	\$69,400
Jun	\$0	\$187,474
Jul	\$0	\$104,287
Aug	\$0	\$72,843
Sep	\$0	\$59,863
Oct	\$0	\$2,381,009
Nov	\$0	\$38,116
Dec	\$0	\$43,184
Total	\$39,197	\$3,117,104



2022 Budget: \$900,000.

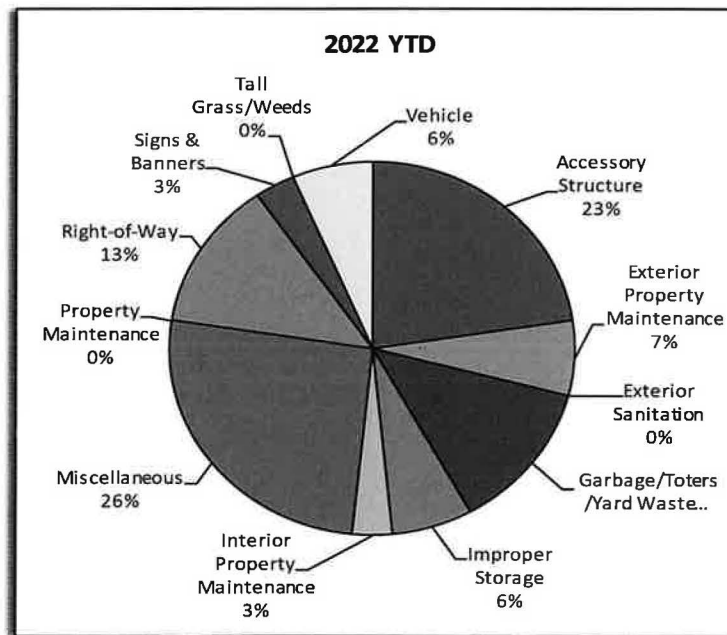
Total Revenue includes building permits, fire permits and Temporary & Full Certificates of Occupancy.

*** The October 2021 increase was due to the Microsoft building permit revenue.**

Building Permit Processing Performance	January	1st 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	99%	99%	98%	95% within 10 days
Percentage of permits processed for issue within 48 hours of plan approval	98%	98%	98%	90% within 48 hours

2022 Property Maintenance Summary Report

Violation	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2022 YTD	2021 Total
Accessory Structure	7	0	0	0	0	0	0	0	0	0	0	0	7	57
Exterior Property Maintenance	2	0	0	0	0	0	0	0	0	0	0	0	2	66
Exterior Sanitation	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Garbage/Toters/Yard Waste	4	0	0	0	0	0	0	0	0	0	0	0	4	48
Improper Storage	2	0	0	0	0	0	0	0	0	0	0	0	2	107
Interior Property Maintenance	1	0	0	0	0	0	0	0	0	0	0	0	1	21
Miscellaneous	8	0	0	0	0	0	0	0	0	0	0	0	8	169
Property Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	82
Right-of-Way	4	0	0	0	0	0	0	0	0	0	0	0	4	48
Signs & Banners	1	0	0	0	0	0	0	0	0	0	0	0	1	10
Tall Grass/Weeds	0	0	0	0	0	0	0	0	0	0	0	0	0	385
Vehicle	2	0	0	0	0	0	0	0	0	0	0	0	2	38
2022 Total	31	0	0	0	0	0	0	0	0	0	0	0	31	
2021 Total	69	49	89	58	275	164	110	69	80	25	23	22		1033



2022 Citations Issued

Violation	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Business License	12	0	0	0	0	0	0	0	0	0	0	0	12
Code	68	0	0	0	0	0	0	0	0	0	0	0	68
Rental	75	0	0	0	0	0	0	0	0	0	0	0	75
Total	155	0	0	0	0	0	0	0	0	0	0	0	155

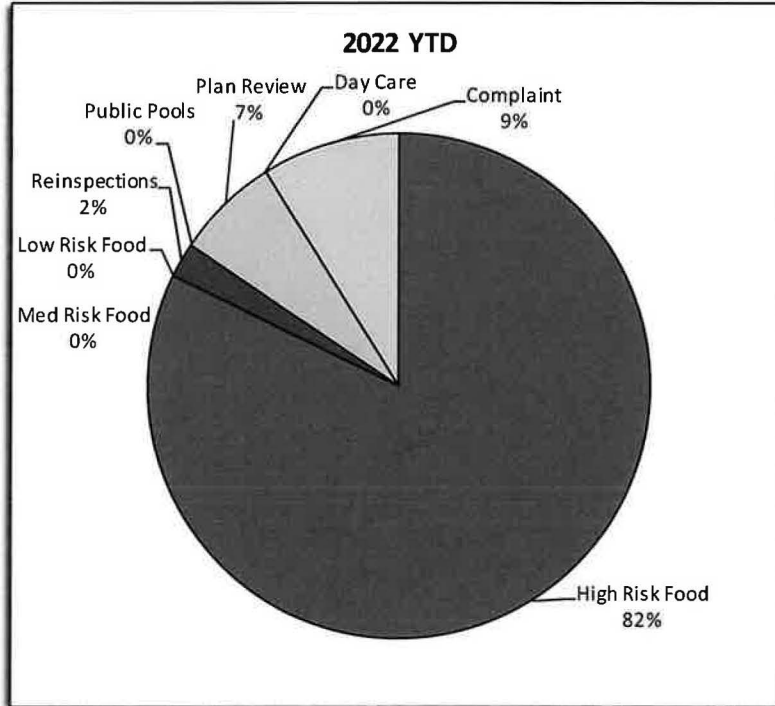
2022 Adjudication Court Dockets - Citations Presented

Court	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Code/Bus. Lic.	79	0	0	0	0	0	0	0	0	0	0	0	79
Rental	46	0	0	0	0	0	0	0	0	0	0	0	46
Total	125	0	0	0	0	0	0	0	0	0	0	0	125

Inspection Services Performance	January	1 st 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

2022 Environmental Health Inspection Report

Activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
High Risk Food	37	0	0	0	0	0	0	0	0	0	0	0	37
Med Risk Food	0	0	0	0	0	0	0	0	0	0	0	0	0
Low Risk Food	0	0	0	0	0	0	0	0	0	0	0	0	0
Reinspections	1	0	0	0	0	0	0	0	0	0	0	0	1
Public Pools	0	0	0	0	0	0	0	0	0	0	0	0	0
Plan Review	3	0	0	0	0	0	0	0	0	0	0	0	3
Day Care	0	0	0	0	0	0	0	0	0	0	0	0	0
Complaint	4	0	0	0	0	0	0	0	0	0	0	0	4
Total	45	0	0	0	0	0	0	0	0	0	0	0	45



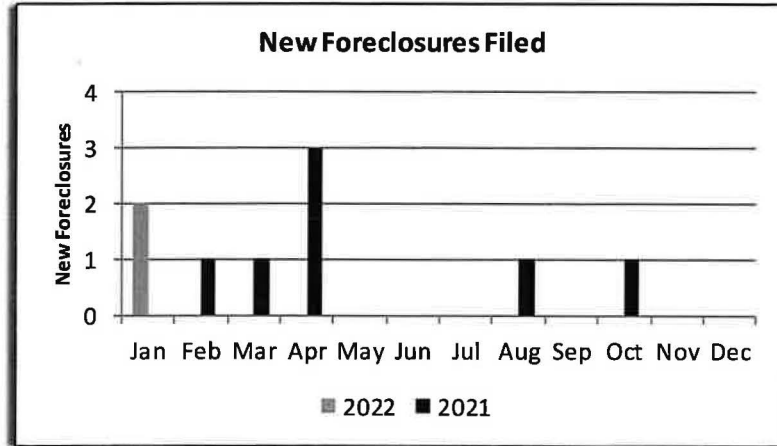
Food establishments are divided into the risk categories of high, moderate or low, and planned inspections are performed three, two, or one time each year respectively. A high risk establishment presents a high relative risk of causing foodborne illness based on the large number of food handling operations 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	January	1 st Quarter	Year to Date	Year Target
Percentage of annual food health inspections completed	9%	9%	9%*	100% of total

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

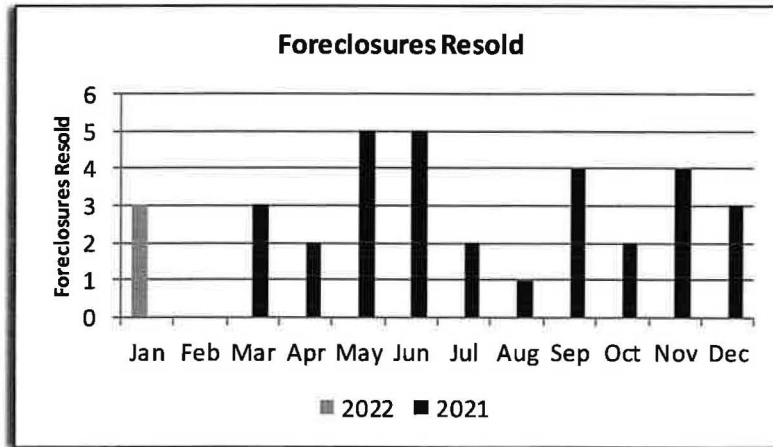
New Foreclosures Filed

Year	2022	2021
Jan	2	0
Feb	0	1
Mar	0	1
Apr	0	3
May	0	0
Jun	0	0
Jul	0	0
Aug	0	1
Sep	0	0
Oct	0	1
Nov	0	0
Dec	0	0
Total	2	7



Foreclosures Resold

Year	2022	2021
Jan	3	0
Feb	0	0
Mar	0	3
Apr	0	2
May	0	5
Jun	0	5
Jul	0	2
Aug	0	1
Sep	0	4
Oct	0	2
Nov	0	4
Dec	0	3
Total	3	31



Historical Foreclosure Information

Foreclosures Filed	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
	312	620	208	139	81	68	90	79	66	26	7

ECONOMIC DEVELOPMENT & TOURISM MONTHLY REPORT

February 2022



Economic Development

-
- **Monthly Reoccurring Tasks:**
 - 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.
 - Continued to update the available properties online database on the Village's website.
 - Promoted Hoffman Estates on social media while building a network to share about projects within the Village.
-
- Continued making progress on the updated Economic Development Strategic Plan by using the background data to guide strategies, goals and outcomes.
 - Continued to promote Bell Works by hosting meetings and planning events in the building.
 - Completed all staff liaison duties for the Arts Commission.
 - Worked with Corporation Counsel to complete a sales tax sharing agreement with the shopping center to bring Homegoods into the former World Market space at Rt. 59 and Rt. 72.
 - Participated in meetings with Planning to determine the expanse of Data Centers into the zoning code.
 - Reviewed the status of all TIFs with the Finance Director.
 - Scheduled a NLNW pitch night for February 24th with CPATAX Services, a tenant in Bell Works.
 - Met, in coordination with the Communications Manager, with various advertising outlets to strategize best ways to market the messages of Hoffman Estates to various audiences.
 - Worked with members of the Economic Development Commission to plan a Broker Tour event at the NOW Arena on February 23rd for residential realtors. The "tour" will be a virtual tour of Hoffman Estates and area amenities followed by a Windy City Bulls day game. RSVP for residential realtors here: www.HoffmanEstates.org/Realtor
 - Received a new TIF Reimbursement Request from the owners of Barrington Square Town Center. Staff began reviewing that submittal and, once it's finalized, will bring forward to the Board for approval.
 - Received a new TIF Reimbursement Request from the developer of the Hoffman Lanes site for the first phase of that RDA – demolition of the former bowling alley. Staff began reviewing that submittal and, once it's finalized will bring forward to the Board for approval.
 - Reserved booth space at the upcoming ICSC Las Vegas show from May 22-24.

- Economic Development staff attended the:
 - Annual NIU Future Financial Forecast conference
 - Monthly Hoffman Estates Chamber Board and Membership Committee Meetings
 - Annual Chamber of Excellence Awards Dinner
 - Monthly AIRE Luncheon
 - Monthly NLNW Board Meeting
-

Tourism

Market Update - new faces at our Hoffman Estates hotels

- Chicago Marriott NW welcomed a new general manager and director of sales.
- Hampton Inn and Suites welcomed a new general manager.
- Holiday Inn Express welcomed a new general manager, who is also overseeing sales.
- Hyatt Place welcomed a new general manager and director of sales.
- Comfort Inn welcomed a new sales leader.
- MainStay Suites welcomed a new general manager while retaining their sales leader, who now has multiple hotels in their regional responsibilities.
- Hilton Garden Inn will be bringing a new general manager in February, White Lodging is no longer the management group, HHM Hospitality takes over in February. Apple REIT remains the owner.
- New owners, management groups, general managers, and sales leaders are offered a driving tour with the Tourism Office to ensure they understand our unique market. We tour top/targeted accounts and demand generators. The material is also sent to each electronically to be sure they can quickly re-grow contracted relationships that would result in corporate and leisure group rooms.

Webinars

- Return to Travel - balancing needs of travelers
- Travel Programs in 2022 and beyond
- Hot Topics in Corporate Travel
- The State of Corporate Travel in 2022
- Vaccination requirement updates - learn de-escalation strategies for restaurant and front-line customer service team members

Meetings/Activities

- Circulate "Back to Business" Grant information to hotel owners and managers.
- Research hotel ordinances enacted in neighboring communities.
- Circulate monthly Police incident reports to each involved hotel.
- Research transportation options available for Excision event at NOW Arena.
- Initial discussions with All Community Events (event organizer for Fit for America 2022).
- Contact all active bookings for NOW Arena to offer assistance in lodging needs, etc.
- Circulate information from Arena HOT Sheet to alert all Village to demand generating events.



Kevin Kramer, Director of Economic
Development



Linda Scheck, Director of Tourism & Business
Retention