



AGENDA
PLANNING, BUILDING AND ZONING COMMITTEE
Village of Hoffman Estates
November 9, 2009

Immediately Following the Transportation and Road Improvement Committee

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

I. Roll Call

II. Approval of Minutes - October 19, 2009

NEW BUSINESS

1. Request by LeRoy Family Ltd. Partnership for approval of the disconnection of 7,420 square feet of land from the Village of Hoffman Estates for the purpose of correcting a previous platting error.
2. Request approval of:
 - a. An ordinance amending Ordinance #2899-1997 providing for the issuance of a not to exceed \$3,584,840 aggregate principal amount redevelopment note (Barrington-Higgins project), Series 1997A.
 - b. An ordinance approving a second amended Redevelopment Agreement with Barrington Venture Partnership.
 - c. An ordinance approving the amended Village of Hoffman Estates 1986 Barrington Higgins District Tax Increment Redevelopment Plan and Project.
3. Request approval of a logo design for the Entertainment District in Prairie Stone.
4. Presentation and discussion of the Bridlewood Subdivision Annexation Study.
5. Request acceptance of Department of Development Services monthly report for Planning Division.
6. Request acceptance of Department of Development Services monthly report for Code Enforcement Division.
7. Request acceptance of Department of Development Services monthly report for Economic Development and Tourism.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

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

October 19, 2009

I. Roll Call

Members in Attendance:

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

**Other Corporate Authorities
in Attendance:**

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

**Management Team Members
in Attendance:**

**Jim Norris, Village Manager
Arthur Janura, Corporation Counsel
Dan O'Malley, Deputy Village Manager
Mark Koplin, Asst. Vlg. Mgr., Dev. Services
Mike Hankey, Director of Transportation
Patrick Seger, Director of HRM
Clint Herdegen, Police Chief
Robert Gorvett, Fire Chief
Algean Garner, Director of HHS
Michael DuCharme, Director of Finance
Gordon Eaken, Director of IS
Bev Romanoff, Village Clerk
Bruce Anderson, CATV Coordinator
Rebecca Suhajda, Administrative Intern
Dave Christensen, Emergency Services**

Others in Attendance

Reporter from Daily Herald

The Planning, Building and Zoning Committee meeting was called to order at 8:00 p.m.

II. Approval of Minutes

Motion by Trustee Collins, seconded by Trustee Mills, to approve the Planning, Building & Zoning Committee meeting minutes of September 14, 2009. Voice vote taken. All ayes. Motion carried.

NEW BUSINESS

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

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

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

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

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

3. Request acceptance of Development of Development Services monthly report for Economic Development and Tourism.

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

III. President's Report

IV. Other

V. Items in Review

1. Discussion regarding an update to the Bridlewood Annexation Study (November).

VI. Adjournment

Motion by Trustee Collins, seconded by Trustee Newell, to adjourn the meeting at 8:02 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Debbie Schoop, Executive Assistant

Date

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request by LeRoy Family Ltd. Partnership for approval of the disconnection of 7,420 square feet of land from the Village of Hoffman Estates for the purpose of correcting a previous platting error

MEETING DATE: November 9, 2009

COMMITTEE: Planning, Building and Zoning

FROM: Peter Gugliotta *PG*

REQUEST: The LeRoy Family Ltd. Partnership is seeking approval for the disconnection of 7,420 square feet of land from the Village of Hoffman Estates for the purpose of correcting a previous platting error.

BACKGROUND: The Kelley Farm property was annexed into the Village in 1992. The initial development on the property was the Deer Crossing subdivision soon followed by the Poplar Creek Surgical Center (now known as the Ashton Medical and Surgical Center) and Cannon Crossings Park. The property was further developed in the 2000s with the Airdrie Estates and Yorkshire Woods subdivisions, as well as the Timber Trails Elementary School.

The Kelley Farm Annexation Agreement provided for the development of the Deer Crossing subdivision as the residential component of the property. The balance of the property was intended for non-residential development under the business, office, or manufacturing zoning designations. As each of the residential uses was brought forth, the Annexation Agreement had to be amended to allow for the residential use.

In 2007, Dartmoor Homes brought forth a two lot final plat of subdivision for the vacant land located between Yorkshire Woods subdivision and the Ashton Medical and Surgical Center. The plat was needed to correct an issue that came about as the result of the medical building sale that previously occurred without a plat of subdivision. The building and parking were parceled off and sold separate from the balance of the land.

The plat was approved, along with a preliminary concept plan for a single-family housing development by Dartmoor Homes called Yorkshire Woods II. The plat was never recorded and the property is no longer being considered for single-family homes at this time.

DISCUSSION:

The landowner (Hoffman Estates Development Venture, Inc.) has come forward to finalize and record the two lot subdivision. This plat was reviewed by the Plan Commission and recommended for approval on May 6, 2009. As mentioned previously, this plat is needed to correct a previous land sale based on a non-platted property division that was not processed or approved by the Village which created the need for the resubdivision to legally establish lot lines.

As part of preparing the final plat of subdivision for the land between the surgical center and the existing Yorkshire Woods subdivision, a discrepancy was discovered between the proposed property line and the property line, as shown on the original Kelley Farm plat of annexation. It appears that a small sliver of land that was included on the Kelley Farm plat of annexation is actually outside the current landowner's property (Hoffman Estates Development Venture, Inc.) and is actually included in the neighboring property owned by the petitioner (LeRoy Family Ltd. Partnership).

After discussions with Corporation Counsel and attorneys representing the petitioner, it was decided that the best way to resolve this issue is to disconnect the small parcel of land (approximately 7,420 square feet) from the Village and quit claim it to the neighboring property owner.

The property was quit claimed by the current landowner (Hoffman Estates Development Venture, Inc.) to the LeRoy Family Ltd. Partnership in May 2009, and the petition for disconnection was filed with the Village Clerk on October 1, 2009. As per state statute, once the petition has been filed with the Village Clerk for 30 days, the corporate authorities, in their discretion, may disconnect the territory from the municipality, by an ordinance passed by a majority of the members elected to the City Council or Board of Trustees, as the case may be.

There are no specific plans for the remaining vacant parcel that is within the Village and development is not proposed at this time. The applicants are merely creating a legal lot to be marketed and developed at a future date.

RECOMMENDATION:

Approval of a petition for disconnection from the Village of Hoffman Estates for an approximately 7,420 square foot piece of property, as shown and legally described on the attached plat of disconnect prepared by Christian Roge & Associates dated December 11, 2008.

Attachment

PETITION FOR DISCONNECTION FROM
THE VILLAGE OF HOFFMAN ESTATES

LeRoy Family Ltd. Partnership, an Illinois limited partnership (hereinafter collectively referred to as “Petitioner”), petitions the Village of Hoffman Estates (“Village”) for disconnection from the Village, and states as follows:

1. Petitioner is the owner of record of certain contiguous tracts of Property within the corporate limits of the Village, legally described on Exhibit A (the “Property”).

2. Included on Exhibit A is a map locating the Property within its surroundings and identifying the jurisdictional limits of the Village. The Property proposed to be disconnected is Identified on Exhibit A in blue.

3. Petitioner desires that the Property be disconnected from the Village pursuant to Section 7-3-4 of the Illinois Municipal Code (65 ILCS 5/7-3-4).

4. The Property is located on the border of the Village (See Exhibit A).

5. The disconnection of the Property from the Village will not result in the isolation of any part of the Village from the remainder of the Village (See Exhibit A).

6. The disconnection of the Property from the Village will not unreasonably disrupt the growth prospects or the plan and zoning ordinances of the Village.

7. The disconnection of the Property from the Village will not substantially disrupt existing municipal service facilities, such as, but not limited to, sewer systems, street lighting, water mains, garbage collection and fire protection.

8. The disconnection of the Property from the Village will not unduly harm the Village through the loss of tax revenue in the future.

9 The property is vacant and undeveloped.

10 The circumstances as to its incorporation within the Village boundaries are such that its incorporation was in error at the time of the original Kelly Farm annexation petition.

WHEREFORE, Petitioner requests that the Village Of Hoffman Estates by Ordinance duly enacted, disconnect the Property from the Village.

Respectfully submitted,

LeRoy Family Ltd. Partnership


By: Carol LeRoy, General Partner

5/12/09
Date

Bernard Citron
Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street, Suite 1910
Chicago, Illinois 60601
(312) 332-0200
Attorney Code: 6228896

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of:

- a. An ordinance amending Ordinance #2899-1997 providing for the issuance of a not to exceed \$3,584,840 aggregate principal amount redevelopment note (Barrington-Higgins project), Series 1997A.
- b. An ordinance approving a second amended Redevelopment Agreement with Poplar Creek, L.L.C.
- c. An ordinance approving the amended Village of Hoffman Estates 1986 Barrington Higgins District Tax Increment Redevelopment Plan and Project.

MEETING DATE: November 9, 2009

COMMITTEE: Planning, Building and Zoning

FROM: Nancy S. Harbottle

REQUEST: Request three ordinances modifying the Barrington Higgins TIF to incorporate the 12 year extension approved by the General Assembly:

- ◆ Amend Ordinance No. 2899-1997 providing for the issuance of a not to exceed \$3,584,840 aggregate principal amount redevelopment note (Barrington-Higgins project), series 1997A.
- ◆ Approval of a second amended Redevelopment Agreement with Poplar Creek, L.L.C.
- ◆ Approval of an amended Tax Increment Redevelopment Plan and Project.

BACKGROUND: The Barrington/Higgins TIF, which now consists of the Stonegate Conference Center and undeveloped property, has not been fully developed. Originally, the restaurants at the southeast corner of Higgins and Barrington Roads were also part of the TIF, but that portion of the TIF was exempted when the plan was amended in the 1990s to provide for a hotel and conference center. The incremental tax revenue from the TIF is generated only by the Stonegate Conference Center. The Village has made payments towards the interest on the TIF note but no principle payments have been made.

BACKGROUND: (Continued)

Therefore, the Village was approached by the developer, Poplar Creek, L.L.C., to apply for a 12 year extension, as permitted by Illinois statute and the Village agreed. The Illinois State Legislature approved this extension during the last legislative session, thus enabling the Village to consider and approve the Amended Redevelopment Plan, the Amended and Restated Redevelopment Agreement and extend the Note in an amount not to exceed \$3,584,840.00 (which is the original amount of the Note).

The Village Board approved Resolution #1340-2007 supporting the TIF extension.

DISCUSSION:

The Amended Plan, an Amended and Restated Agreement, and the Amended Note are attached to the appropriate enabling ordinances. There have been no material changes to the original terms and conditions. Only typographical errors, necessary date changes, and necessary title changes have been made.

Since the original ordinance passed on December 22, 1986, by statute may have a duration of 35 years, there is no public hearing or notice required for the 12 year extension.

RECOMMENDATION:

Approval of:

- a. An ordinance amending Ordinance #2899-1997 providing for the issuance of a not to exceed \$3,584,840 aggregate principal amount redevelopment note (Barrington-Higgins project), Series 1997A.
- b. An ordinance approving a second amended Redevelopment Agreement with Poplar Creek, L.L.C.
- c. An ordinance approving the amended Village of Hoffman Estates 1986 Barrington Higgins District Tax Increment Redevelopment Plan and Project.

Attachments

ORDINANCE NO. _____-2009

AN ORDINANCE AMENDING ORDINANCE NO. 2899-1997 PROVIDING FOR THE ISSUANCE OF A NOT TO EXCEED \$3,584,840 AGGREGATE PRINCIPAL AMOUNT REDEVELOPMENT NOTE (BARRINGTON-HIGGINS PROJECT), SERIES 1997A

* * *

WHEREAS, the Village President and the Board of Trustees (the "Corporate Authorities") of the Village of Hoffman Estates, Cook and Kane Counties, Illinois (the "Village") adopted Ordinance No. 2899-1997 entitled "An Ordinance of the Village of Hoffman Estates, Cook and Kane Counties, Illinois Providing for the Issuance of a Not to Exceed \$3,584,840 Aggregate Principal Amount Redevelopment Note (Barrington-Higgins Project), Series 1997A," on March 17, 1997; and

WHEREAS, the Corporate Authorities adopted Ordinance No. 3182-2000 entitled "An Ordinance Amending Ordinance No. 2899-1997 Providing for the Issuance of a Not to Exceed \$3,584,840 Aggregate Principal Amount Redevelopment Note (Barrington-Higgins Project), Series 1997A," on May 1, 2000; and

WHEREAS, Section 16 of Ordinance No. 2899-1997 provided that, for the purpose of adding any provisions to or changing in any manner or eliminating any provisions of Ordinance 2899-1997 or of any supplemental ordinance, the Corporate Authorities may pass supplemental ordinances with the consent of the registered owners of not less than sixty-six percent (66%) in aggregate principal amount of the Redevelopment Note approved by Ordinance No. 2899-1997 (the "Original Note") and amended pursuant to Ordinance No. 3182-2000 (the "Amended Note") (the Original Note and the Amended Note are hereinafter collectively referred to as the "Note") at the time outstanding; and

WHEREAS, the Village and the sole registered owner of the Note, Poplar Creek, L.L.C. (“Poplar”), as successor to Barrington Venture Partnership, now wish to amend the Note in the manner described below and as reflected in the Second Amended and Restated Note attached hereto as Exhibit A and incorporated herein by reference (the "Second Amended Note"); and

WHEREAS, one hundred percent (100%) of the owners of Poplar have consented to the changes described below and reflected in the Second Amended Note, and evidence of such consent is attached hereto as Exhibit B and incorporated herein by reference;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HOFFMAN ESTATES, COOK AND KANE COUNTIES, ILLINOIS AS FOLLOWS:

Section 1. That the statements set forth in the preamble to this Ordinance are true and correct and are adopted as part of this Ordinance.

Section 2. That the Second Amended Note attached hereto as Exhibit A and incorporated herein by reference is hereby approved. The maturity date of the Note is extended to April 30, 2017, as reflected in the Second Amended Note. The Village President is hereby authorized and directed to execute the Second Amended Note, and the Village Clerk is authorized and directed to attest to the Village President's signature. The Village Treasurer is authorized and directed to execute the Certificate of Authentication contained in the Second Amended Note.

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

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

PASSED this _____ day of _____, 2009.

<u>VOTE</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Cary J. Collins	_____	_____	_____	_____
Trustee Raymond M. Kincaid	_____	_____	_____	_____
Trustee Jacquelyn Green	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____

APPROVED:

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2009.

EXHIBIT A

SECOND AMENDED NOTE

EXHIBIT B

CONSENT OF NOTEHOLDER

ORDINANCE NO. ____ - 2009**AN ORDINANCE APPROVING A SECOND AMENDED REDEVELOPMENT AGREEMENT WITH POPLAR CREEK, L.L.C., AS SUCCESSOR TO BARRINGTON VENTURE PARTNERSHIP**

WHEREAS, on March 17, 1997, in compliance with all requirements of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (the "Act"), the Village of Hoffman Estates, Cook and Kane Counties, Illinois (the "Village") entered into a Redevelopment Agreement (the "Agreement") with Poplar Creek, L.L.C., as successor to Barrington Venture Partnership (the "Developer"); and

WHEREAS, the Agreement concerned the redevelopment of certain real property (the "Property") located in the Village which is the subject of the *Village of Hoffman Estates 1986 Barrington Higgins District Tax Increment Redevelopment Plan and Project*, as approved and subsequently amended pursuant to the Act; and

WHEREAS, pursuant to the Act, the Agreement was amended on May 1, 2000 (the "Amended Agreement"); and

WHEREAS, in accordance with the Act, in order to advance the redevelopment of the Property and in furtherance of the public health, safety and welfare, it is now in the best interests of the Village to amend the Agreement in the form attached hereto as Exhibit A and incorporated herein by reference (the "Second Amended Agreement");

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 statements set forth in the preamble to this Ordinance are true and correct and are adopted as part of this Ordinance.

Section 2: That the Second Amended Agreement, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved. The Village President is authorized and directed to execute the Second Amended Agreement, thereby binding the Village to its terms. The Village Clerk is authorized and directed to attest to the Village President's signature on the Second Amended Agreement, as required.

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

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

PASSED THIS _____ day of _____, 2009

<u>VOTE</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Cary J. Collins	_____	_____	_____	_____
Trustee Raymond M. Kincaid	_____	_____	_____	_____
Trustee Jacquelyn Green	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____

APPROVED:

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2009.

SECOND AMENDED REDEVELOPMENT AGREEMENT

THIS SECOND AMENDED REDEVELOPMENT AGREEMENT (this "Second Amended Agreement"), is made and entered into as of the 16th day of November, 2009 by and between the **VILLAGE OF HOFFMAN ESTATES**, an Illinois home rule municipal corporation located in Cook and Kane Counties, Illinois (the "Village"), and **POPLAR CREEK, L.L.C., as successor to BARRINGTON VENTURE PARTNERSHIP**, a general partnership (the "Developer"). (The Village and the Developer are sometimes individually referred to as a "Party" and collectively referred to as the "Parties").

RECITALS:

A. The Village has the authority to adopt tax increment allocation financing: pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act").

B. The Village has authorized the preparation of the "Village of Hoffman Estates 1986 Barrington Higgins District Tax Increment Redevelopment Plan and Project," dated November, 1986 (the "Original Redevelopment Plan") concerning the area legally described in Exhibit A attached hereto and made a part hereof (the "Redevelopment Project Area").

C. In accordance with the Act, the Village held and conducted a public hearing with respect to the Original Redevelopment Plan, the Redevelopment Project Area, and the Redevelopment Project described in the Original Redevelopment Plan at a meeting of the President and Board of Trustees of the Village (the "Corporate Authorities") held on December 8, 1986.

D. On December 22, 1986, the Corporate Authorities, after giving all notices required by law and after conducting all public hearings required by law, adopted the following ordinances: (1) Ordinance No. 1806-1986, approving the Original Redevelopment Plan; (2) Ordinance No. 1807-1986, designating the Redevelopment Project Area; (3) Ordinance No. 1808-1986, adopting tax increment allocation financing for the Redevelopment Project Area; and (4) Ordinance No. 1809-1986, electing to utilize incremental taxes in accordance with Section 11-74.4-8a of the Act.

E. From time to time, the Corporate Authorities have proposed amendments to the Original Redevelopment Plan and, in accordance with the Act, have convened a Joint Review Board, which held and conducted public hearings with respect to the proposed amendments on August 24, 1996 (which public hearing was continued to September 23, 1996, October 14, 1996, November 11, 1996, and December 16, 1996), and on May 18, 1999.

F. The Corporate Authorities, after giving all notices required by law and after conducting all public hearings required by law, adopted the following ordinances: (1) Ordinance No. 2890-1997 approving amendments to the Original Redevelopment Plan, on February 3, 1997; (2) Ordinance No. 2899-1997 approving and authorizing the execution of a redevelopment agreement (the "Original Agreement"), dated March 17, 1997; (3) Ordinance No. 3102-1999 approving further amendments to the Original Redevelopment Plan (as amended, the "Second Amended Redevelopment Plan"), on July 6, 1999; (4) Ordinance No. 3182-2000 approving and

authorizing the execution of the Amended Redevelopment Agreement dated May 1, 2000 (the "Amended Agreement"), (5) Ordinance No. ____-2009 approving additional amendments to the Original Redevelopment Plan, to the Amended Redevelopment Plan and to the Second Amended Redevelopment Plan (the "Third Amended Redevelopment Plan"), and (6) Ordinance No. ____-2009 approving and authorizing the execution of this Second Amended Redevelopment Agreement dated November 16, 2009 (the "Second Amended Agreement"), on November 16, 2009.

G. To facilitate the redevelopment of the Redevelopment Project Area, the Village, pursuant to the Original Agreement and as approved by Ordinance No. 2899-1997, executed and delivered to Developer a note (the "Note"), subsequently amended said Note (the "Amended Note") pursuant to Ordinance No. 3182-2000 passed on May 1, 2000, and again amended the Note (the "Second Amended and Restated Note") pursuant to Ordinance No. ____-2009 passed on November 16, 2009. The amounts paid by the Village under the Second Amended and Restated Note will be used to finance a portion of the Redevelopment Project Costs (as hereinafter defined). To further the growth of the Village, facilitate the redevelopment of the Redevelopment Project Area, and foster increased economic activity within the Village, the Second Amended and Restated Note includes incremental sales tax revenue from the Eastern Property (as defined herein) as a pledged source of principal and interest to repay the Redevelopment Note.

H. Within that portion of the Redevelopment Project Area legally described in Exhibit B attached hereto and made a part hereof (the "Eastern Property") Developer intends to develop a commercial development (the "Project") including a hotel (which will have a swimming pool, exercise facilities, a restaurant, meeting room and lobby) (the "Hotel") or other uses permitted by the Third Amended Redevelopment Plan. Pursuant to the Amended Agreement, Developer previously completed a conference center (with meeting rooms, exhibition space, and related facilities) (the "Conference Center"). The Parties agree that the Eastern Property may be developed only with uses permitted by the Third Amended Redevelopment Plan (including all permitted and special uses under the Village's B-2 Community Business District).

I. In addition to the Project, Developer will construct or cause the construction of (or, in some cases, has constructed, or caused the construction of) certain improvements (the "TIF Improvements") and has incurred, or will incur, certain costs, as identified on Exhibit C attached hereto and made a part hereof (collectively, "Redevelopment Project Costs"), which are "redevelopment project costs" as defined in the Act.

J. This Second Amended Agreement has been submitted to the Corporate Authorities for consideration and review, and the Corporate Authorities have taken all actions required to be taken prior to the execution of this Second Amended Agreement in order to make this Second Amended Agreement binding upon the Village according to its terms.

K. The Corporate Authorities, after due and careful consideration, have concluded that the development of the Redevelopment Project Area as provided for in this Second Amended Agreement and in the Third Amended Redevelopment Plan will further the growth of the Village, facilitate the redevelopment of the entire Redevelopment Project Area, improve the

environment of the Village, increase the assessed valuation of real estate situated within the Village, foster increased economic activity within the Village, and otherwise be in the best interests of the Village by furthering the health, safety, morals and welfare of its residents and taxpayers.

L. The Village is desirous of having the Redevelopment Project Area developed for such uses in order to serve the needs of the Village community and in order to produce increased tax revenues for the various taxing districts authorized to levy taxes within the Redevelopment Project Area, and the Village, in order to stimulate and induce the development of the Redevelopment Project Area, has agreed to finance a portion of the actual Redevelopment Project Costs through tax increment revenues and through the Second Amended and Restated Note, all in accordance with the terms and provisions of the Act and this Second Amended Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

I

RECITALS PART OF AGREEMENT

The representations, covenants and recitations set forth in the foregoing recitals are material to this Second Amended Agreement and are hereby incorporated into and made a part of this Second Amended Agreement as though they were fully set forth in this Article I.

II

MUTUAL ASSISTANCE

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Second Amended Agreement and to aid and assist each other in carrying out such terms, provisions and intent. Further, the Village agrees that it will not revoke or amend the Third Amended Redevelopment Plan or the ordinances adopted by the Village relating to the Third Amended Redevelopment Plan, the Redevelopment Project Area, the Redevelopment Project, or this Second Amended Agreement, without the prior written consent of Developer, which consent may be withheld in Developer's sole discretion. The Parties shall cooperate fully with each other in seeking from any appropriate governmental bodies (whether federal, state, county or local) any financial or other aid and assistance (including any necessary permits, entitlements and approvals) required or useful for the construction or improvement of property and facilities in and on the Eastern Property or for the provision of services to the Eastern Property, including, without limitation, grants and assistance for public transportation, roads and highways, water and sanitary sewage facilities and storm water drainage facilities.

III

DESIGNATION OF DEVELOPER

The Village hereby designates Developer as the exclusive developer for the Redevelopment Project Area. The Village hereby represents and warrants to Developer that the Village has taken all necessary actions and has complied with all requirements imposed by law required to be taken and met prior to the designation of Developer as the exclusive developer for the Redevelopment Project Area.

IV

ACQUISITION OF ACCESS PROPERTY

The Parties acknowledge that (i) the Village has acquired the property legally described in Exhibit D attached hereto and made a part hereof, which property provides vehicular access to and from the Eastern Property and Higgins Road (the "Access Property"); (ii) Developer has contributed \$45,000 towards the Village's acquisition of the Access Property (the "Developer's Contribution"); (iii) the Village has claimed that, pursuant to the Original Agreement, Developer was required to reimburse the Village for certain amounts paid by the Village to acquire the Access Property (the "Access Costs"); (iv) the Village passed and approved Resolution No. 1018-1997 providing that the Village be reimbursed for the Access Costs, plus interest, from the Fund (as defined herein); and (v) the Developer has disputed such claim and such right of reimbursement. The Village hereby waives any and all claims against the Developer that the Village may now have, or may have in the future, related to the Access Costs, including any and all claims that the Developer is required to pay, or that the Village has a right to reimbursement of, any of the Access Costs or any interest thereon. Without limiting the preceding sentence, the parties agree that this Agreement shall have the effect of repealing, and hereby does repeal, Resolution No. 1018-1997. The Parties further agree that the \$45,000 Developer's Contribution qualifies as a Redevelopment Project Cost to be financed by the Second Amended and Restated Note and shall be deemed to be, and hereby is, certified as a Redevelopment Project Cost.

V

CONSTRUCTION OF THE TIF IMPROVEMENTS

5.01 TIF Improvements

In order to further the redevelopment of the Redevelopment Project Area, Developer shall cause, or has caused, the design and construction of the TIF Improvements. The Village shall receive all contracts submitted to it by Developer in connection with the construction to occur of the TIF Improvements identified on Exhibit C to this Second Amended Agreement in order to review: (i) that the contractors which are to perform work pursuant to such contracts are sufficiently experienced in doing the size and type of work required for the construction of the improvements to be constructed; (ii) that all contracts accurately reflect the cost of completing such improvements; and (iii) that no purpose would be served in the Village's obtaining bids for the

construction of such improvements. The Board of Trustees of the Village shall have twenty-one (21) days to review and approve or disapprove the contracts submitted to it by Developer. If disapproved, the Village Manager shall give reasons, in writing, to Developer of such disapproval. With respect to such construction contracts and where the provisions of this Section 5.01 are satisfied, the Board of Trustees of the Village, in accordance with Section 65 ILCS 5/8-9-1 of the Illinois Municipal Code, shall hereafter waive any advertising for bids by the Village.

5.02 Costs

The Village agrees that Developer shall cause the construction of the TIF Improvements and, after Village approval in accordance with this Second Amended Agreement of documentation of the actual costs of constructing the TIF Improvements, the Village shall reimburse Developer in accordance with Article VI of this Second Amended Agreement for the actual costs of the Redevelopment Project Costs, but not to exceed the "TOTAL" amount set forth on Exhibit C to this Second Amended Agreement. It is the intent of the Parties that Developer will be reimbursed under the Second Amended and Restated Note for some or all of its costs of those items set forth on Exhibit C; provided, however, that in no event shall Developer be entitled to receive more under the Second Amended and Restated Note in reimbursement for Redevelopment Project Costs than the lesser of (x) the "TOTAL" amount set forth on Exhibit C, and (y) the amount Developer actually incurs for such Redevelopment Project Costs. Developer reserves the right to reallocate dollars between and among line items as may be desirable or necessary to implement the Redevelopment Project including reallocations that increase specific line item dollar amounts from those included in Exhibit C provided that such costs as reallocated have been incurred by Developer, are Redevelopment Project Costs, and are consistent with the terms of the Third Amended Redevelopment Plan and the Act and that no such reallocation shall increase the total amount to be reimbursed to Developer to more than the "TOTAL" amount set forth on Exhibit C.

The Village previously reimbursed the special counsel fees paid to Chapman & Cutler incurred in connection with the issuance of the Redevelopment Note and a fee of \$22,924.00 based upon the fee schedule of Ordinance No. 1577-1984, including attorney fees of 25% for its administrative costs of the Village in connection with the negotiation of the Original Agreement and the issuance of the Note (collectively, the "Issuance Costs") out of funds contained in the Fund. Developer and the Village acknowledge and agree that the Village paid such Issuance Costs, prior to the payment to the Developer, from the ad valorem or sales taxes due to the development of the Project in the Eastern Property and that the payment of such Issuance Costs shall not reduce the amounts available for payment of the Second Amended and Restated Note.

The Village shall reserve the right to complete the Illinois Department of Transportation Right-of-Way Improvement ("Improvement") approved by the Village Board on April 3, 2000 out of funds contained in the Fund if, for any reason, said Improvement is not completed by the Developer. Developer and Village acknowledge and agree that the Village shall pay such Improvement costs prior to the payment to the Developer, if necessary, from the ad valorem or sales tax due to the development of the Project in the Eastern Property and that the payment of such Improvement cost shall reduce the amounts available for payment of the Second Amended and Restated Note.

OBLIGATIONS AND DISBURSEMENTS6.01 Note Ordinance

In connection with its ongoing administration of the Redevelopment Project Area, the Village shall deposit into the special tax allocation fund established pursuant to the requirements of the Act (the "Fund") all of the incremental taxes generated in the Redevelopment Project Area immediately upon receipt of such incremental taxes by the Village. None of that portion of the funds contained in the Fund equal to the Pledged Amount (as hereinafter defined) shall at any time be commingled with any other funds of the Village. The Parties agree that tax increment financing, implemented in accordance with the terms and provisions of the Act, is intended to be a source of funding for the undertaking of the Redevelopment Project. Therefore, the Corporate Authorities have passed various ordinances concerning the amendment of the Note, and the Second Amended and Restated Note, which was approved pursuant to Ordinance No. ____ - 2009, is attached hereto as Exhibit E and incorporated herein by reference. The Second Amended and Restated Note shall be paid from the funds contained from time to time in the Fund or, as determined solely by the Village, from proceeds of any bonds or other obligations issued by the Village or any other sources available to the Village and permitted by law to be used to make payments under the Second Amended and Restated Note. Payments of principal and interest under the Second Amended and Restated Note shall be made within 30 days after the Village's receipt of (1) incremental *ad valorem* taxes generated by the application of tax increment financing to the Redevelopment Project Area in accordance with Section 11-74.4-8 of the Act, (2) the "Net State Sales Tax Increment" (as defined in the Act) generated by the application of tax increment financing to the Redevelopment Project Area in accordance with Section 11-74.4-8a of the Act, and (3) One Hundred Percent (100%) of the "Municipal Sales Tax Increment" (as defined in the Act) generated by the application of tax increment financing to the Redevelopment Project Area in accordance with Section 11-74.4-8a of the Act and the amount required to be paid under the Second Amended and Restated Note each year shall equal but shall not exceed an amount equal to (1) One Hundred Percent (100%) of the incremental *ad valorem* taxes generated by the application of tax increment financing to the Eastern Property in accordance with Section 12-74.4-8 of the Act, (2) One Hundred Percent (100%) of the Net State Sales Tax Increment generated by the application of tax increment financing to the Eastern Property in accordance with Section 11-74.4-8a for such year, and (3) One Hundred Percent (100%) of the Municipal Sales Tax Increment generated by the application of tax increment financing to the Eastern Property in accordance with Section 11-74.4-8a for such year (collectively, the "Pledged Amount"). In each year until the Second Amended and Restated Note is fully retired, the holder of the Second Amended and Restated Note shall have a first lien on the Fund in an amount equal to the Pledged Amount for such year until a payment for such year is made under the Second Amended and Restated Note equal to the Pledged Amount. Such first lien shall arise each year with respect to the Pledged Amount for such year and the funds in the Fund (in an amount equal to, but not exceeding, the Pledged Amount for such year) shall be irrevocably pledged to the repayment of the amounts due for such year under the Second Amended and Restated Note until paid each year. Any funds contained in the Fund in excess of the Pledged Amount may be used by the Village for any lawful purpose permitted under the Act (including, but not limited to, calculation and distribution of "surplus" in accordance with

Sections 11-74.47 and 11-74.4-8a of the Act). Because the Fund is a special fund, the amounts deposited in the Fund shall be disbursed in accordance with this Second Amended Agreement, all ordinances concerning the approval of and subsequent amendments to the Note (collectively, the "Note Ordinance"), and the Second Amended and Restated Note without further action by the Corporate Authorities.

If the Village does not receive all of the incremental ad valorem taxes, all of the Net State Sales Tax Increment, or all of the Municipal Sales Tax Increment generated during tax year 2017 by the Maturity Date of the Second Amended and Restated Note, and, if by the Maturity Date of the Second Amended and Restated Note, Developer has not been paid an amount equal to the lesser of (i) the actual costs of the Redevelopment Project Costs incurred by Developer and certified by the Village in accordance with Section 6.03 of this Agreement, and (ii) the "TOTAL" amount set forth on Exhibit C, then the Village shall pay to Developer an amount equal to the difference between (a) the lesser of clauses (i) and (ii) above and (b) the total principal payments previously made under the Second Amended and Restated Note, but not more than an amount equal to (1) One Hundred Percent (100%) of the incremental ad valorem taxes generated by the application of tax increment financing to the Eastern Property in accordance with Section 11-74.4-8a of the Act, (2) One Hundred Percent (100%) of the Net State Sales Tax Increment generated by the application of tax increment financing to the Eastern Property in accordance with Section 11-74.4-8a of the Act, and (3) One Hundred Percent (100%) of the Municipal Sales Tax Increment generated by the application of tax increment financing to the Eastern Property in accordance with Section 11-74.4-8a of the Act for tax year 2017. Such amounts shall be paid within 30 days after receipt but, in any event, not later than December 1, 2018. If it is finally determined by a court of competent jurisdiction that the Village was not permitted under Illinois law and the Village's home rule powers to pay to Developer incremental taxes generated during 2017, then Developer shall promptly repay such amounts to the Village.

6.02 Second Amended and Restated Note

Developer will cause (and, in certain cases, has caused) the advancement of funds to pay for the TIF Improvements and Redevelopment Project Costs. In order to reimburse Developer for the costs of the TIF Improvements and Redevelopment Project Costs, the Village will execute and deliver to Developer the Second Amended and Restated Note. The Second Amended and Restated Note shall evidence the Village's obligation to reimburse Developer for the costs of the TIF Improvements and Redevelopment Project Costs in accordance with this Second Amended Agreement. The Village shall deliver the Second Amended and Restated Note to Developer on the same day that the Ordinance approving the Second Amended and Restated Note is adopted by the Corporate Authorities. The Second Amended and Restated Note shall be in the original principal amount of \$3,584,840.00, shall be Federal-tax exempt and shall bear interest at the rate of seven and one-half percent (7.5%) per annum. If, for any reason, the Second Amended and Restated Note is not (or ceases to be) Federal-tax exempt, the Second Amended and Restated Note shall bear interest at the rate of nine and one-half (9.5%) per annum. However, the total principal amount due under the Second Amended and Restated Note shall not exceed the amount certified in accordance with Section 6.03 of this Second Amended Agreement. The Second Amended and Restated Note shall be secured by the Fund in an amount equal to, but not exceeding, the Pledged Amount for each year. Developer hereby acknowledges that the Pledged Amount may be insufficient to cover the payment of all principal and interest on the Second

Amended and Restated Note. In the event that the Pledged Amount is insufficient to pay all the principal and interest due under the Second Amended and Restated Note, Developer hereby acknowledges that it shall have no recourse against the Village provided that all amounts required to be deposited in the Fund from time to time pursuant to the Act and this Second Amended Agreement have been deposited into the Fund and an amount equal to the Pledged Amount in each year has been used solely to pay amounts due under the Second Amended and Restated Note.

6.03 **Procedures**

For certifications of Redevelopment Project Costs to be made in connection with the Second Amended and Restated Note, Developer shall submit to the Village a written request for certification in the form attached to this Agreement as Exhibit F setting forth the amount of Redevelopment Project Costs for which certification is sought. Each request for certification shall be accompanied by such bills, contracts, invoices, lien waivers or other evidence as the Village shall reasonably require to evidence appropriate payment of such costs. The Village shall approve or disapprove any such request for certification within a reasonable time (which the Parties expect to be no more than sixty (60) days) after its submission. Upon approval of the request for certification the Village shall, within twenty-one (21) days thereafter, send a notice of certification (the "Certification") to Developer. In the event the Village finds an error in any request for certification, the Village shall specify such error in reasonable detail within a reasonable time (which the Parties expect to be no more than sixty (60) days) from the date of such request and the request for certification shall be corrected prior to approval of the portion of the request for certification affected. Notwithstanding anything to the contrary contained in this Agreement, no funds will be paid to reimburse land acquisition costs until there is site plan approval for (i) the acreage for which land acquisition costs are sought and any other portion of the Redevelopment Project Area necessary to serve such acreage, such as roads or other public purposes and (ii) either the Hotel or the Conference Center and any other portion of the Redevelopment Project Area necessary to serve the Hotel or Conference Center, as the case may be, such as roads or other public improvements.

VII

COMPLETION

7.01 **Project**

Promptly upon the completion of any phase or portion of the Project or the TIF Improvements, as applicable, the Village shall furnish Developer with a certificate of completion (each, a "Certificate of Completion"). Issuance of a Certificate of Completion shall mean that Developer has substantially completed the applicable phase or portion of the Project, or the TIF Improvements, as the case may be, in accordance with the Third Amended Redevelopment Plan and this Second Amended Agreement.

7.02 **Form of Certificate**

Each Certificate of Completion shall be in a recordable form, and shall be a conclusive determination of satisfaction and termination of the covenants in this Second Amended Agreement with respect to the obligations of the party to whom it is issued and such party's successors and assigns with respect to the construction and completion of the Project or the TIF Improvements (or the phase or portion of the Project or the TIF Improvements) to which it is applicable. Upon written request by Developer for a Certificate of Completion, the Village shall within a reasonable time (which the Parties expect to be no more than sixty (60) days) after receipt of such request provide Developer with a Certificate of Completion or a written statement indicating in detail how Developer has failed to complete the construction of such phase or portion of the Project or the TIF Improvements, as the case may be in accordance with the Third Amended Redevelopment Plan and this Second Amended Agreement, or has otherwise failed to perform its obligations under this Second Amended Agreement, and what additional measures or acts will be necessary, in the reasonable opinion of the Village (which shall be determined based solely on the requirements of applicable Village ordinances and regulations, as may be modified by the Third Amended Redevelopment Plan and this Second Amended Agreement), for Developer to take or perform in order to obtain the Certificate of Completion.

VIII

UTILITIES AND FEES

The Village hereby agrees that Developer shall have the right to connect any and all on-site water lines, sanitary and storm sewer lines constructed on or within the Redevelopment Project Area to Village utility lines existing at or near the perimeter of the Redevelopment Project Area and shall pay such taxes, charges, tap-on fees, recapture fees, impact fees and such other exactions that are required generally of owners, users and developers of property within the Village. Without the prior written consent of Developer, which consent may be withheld in Developer's sole discretion, the Village shall not (a) establish a special service area including all or any portion of the Redevelopment Project Area or levy or impose additional taxes on the Redevelopment Project Area in the manner provided by law for the provision of special services to the Redevelopment Project Area, or (b) undertake any local improvements in, on, or for the benefit of the Redevelopment Project Area pursuant to the imposition of a special assessment or special tax against the Redevelopment Project Area or any portion thereof. The Village represents and warrants to Developer that no tax, fee, charge, exaction or imposition of any kind shall be imposed upon or with respect to the Redevelopment Project Area, the Eastern Property, or Developer, or upon, or by reason of, the planning, development, construction, use, ownership, and/or operation of any portion of the Redevelopment Project Area or any public improvements or services associated with the Redevelopment Project Area after the date of this Agreement that are not made generally applicable on a uniform basis to all owners, users, and developers of property within the Village.

IX

MORTGAGE HOLDERS

Whenever the Village shall deliver any notice or demand to Developer with respect to any alleged default of this Second Amended Agreement by Developer, the Village shall at the same time deliver to each holder of record (a "Holder") of any mortgage, deed of trust or other security interest and the lessor under any sale-leaseback or grantee under any other conveyance for financing ("Security Interest") a copy of such notice or demand, provided the Village has been advised of the name and address of any such Holder. Each such Holder shall (insofar as the rights of the Village are concerned) have the right at its sole option within thirty (30) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default; provided, however, in the event of a default by Developer under this Second Amended Agreement which is not curable by such Holder (e.g., insolvency or bankruptcy or the need to take possession of property), such Holder shall be deemed to have cured such non-curable defaults by its execution of the assumption agreement contemplated in the later portions of this Article IX. No Holder shall be obligated by the provisions of this Second Amended Agreement to construct or complete any improvements or to guarantee such construction or completion, notwithstanding the assignment of this Second Amended Agreement to such Holder by Developer. Nothing contained in this Second Amended Agreement shall be deemed to permit or authorize any Holder to undertake or continue the construction or completion of any improvements (beyond the extent necessary to conserve or protect the improvement or construction already made) without first having expressly assumed the obligations of Developer (with respect to the portion of the Redevelopment Project Area in which the Holder has a Security Interest) to the Village as set forth in this Second Amended Agreement by written agreement reasonably satisfactory to the Village. Such Holder and its successors in interest shall be deemed only to have assumed the obligations of Developer for as long as such Holder has an interest in and possession of a portion of the Redevelopment Project Area, and the sole remedy for breach of this assumption agreement will be limited to the equity interest of such Holder or successor in its respective portion of the Redevelopment Project Area. No such assumption agreement will relieve Developer of any of its obligations under this Second Amended Agreement. Any such Holder or other entity properly completing such improvements shall be entitled, upon written request made to the Village, to Certificates of Completion from time to time from the Village with respect to such improvements. Nothing in this Article IX shall be deemed to grant to any such Holder referred to in this Article IX any rights or powers beyond those granted under such Holder's underlying agreement with Developer.

X

AUTHORITY

10.01 Actions

(a) The Village represents and warrants to Developer that, upon application of Developer, it has taken or will take all such actions as may be required and necessary to process all amendments, variations and special use and planned unit development approvals relating to its zoning ordinances and its other ordinances, codes, and regulations as may be necessary or

proper in order to insure the development of the Redevelopment Project Area in accordance with the Third Amended Redevelopment Plan and this Second Amended Agreement and to enable the Village to execute this Second Amended Agreement and to carry out fully and perform the terms, covenants, agreements, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

(b) Developer represents and warrants to the Village that it has taken all such actions as may be required and necessary to execute this Second Amended Agreement and to carry out fully and perform the terms, covenants, agreements, duties, and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

10.02 **Powers**

(a) The Village represents and warrants to Developer that the Village has full constitutional and lawful right, power, and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Second Amended Agreement, including, but not limited to, the right, power and authority to issue, execute, and deliver the Second Amended and Restated Note, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary Village proceedings, findings, and actions. Accordingly, this Second Amended Agreement and Second Amended and Restated Note each constitute the legal, valid, and binding obligations of the Village, are enforceable in accordance with their respective terms and provisions, and do not require the consent of any other governmental authority.

(b) The Developer represents and warrants to Village that the Developer has full lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Second Amended Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary Developer actions. Accordingly, this Second Amended Agreement constitutes the legal, valid, and binding obligations of the Developer, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

10.03 **Authorized Parties**

Whenever under the provisions of this Second Amended Agreement, the Second Amended and Restated Note, and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent, or agreement of the Village or Developer is required to agree to or to take some action at the request of any other Party, such request, demand, approval, notice or consent, or agreement shall be given for the Village by the Village Manager or his or her designee, and for Developer by any authorized person(s) (in any event, the person(s) executing this Second Amended Agreement are so authorized) and either Party shall be authorized to act on any such request, demand, approval, notice or consent or agreement.

GENERAL PROVISIONS

11.01 Time of Essence

Time is of the essence of this Second Amended Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Second Amended Agreement requires their continued cooperation.

11.02 Defaults

A Party shall be deemed in default under this Second Amended Agreement if such Party fails to materially perform, observe, or comply with any of its covenants, agreements, or obligations hereunder or breaches or violates any of its representations or warranties contained in this Agreement. Before any failure of either Party to this Second Amended Agreement to perform its obligations under this Second Amended Agreement shall be deemed to be a default of this Second Amended Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No default of this Second Amended Agreement may be found to have occurred if performance has commenced to cure such alleged default to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice and the Party alleged to be in default continues diligently to pursue such cure, subject, however, to Permitted Delays. Notwithstanding anything to the contrary contained in this Agreement, in the event that Developer does not obtain site plan approval for either the Hotel or the Conference Center on or before December 1, 2009, then the sole remedy of the Village under this Agreement shall be to declare the Redevelopment Note null and void. In addition, the failure of Developer to obtain site plan approval for the balance of the Eastern Property (other than that portion on which the Hotel or Conference Center is to be developed) shall not be a default under this Second Amended Agreement.

11.03 Amendment

This Second Amended Agreement and all exhibits attached hereto may be amended only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of an ordinance or resolution of the Village approving such amendment, as provided by law, and by the execution of such amendment by the Parties or their successors in interest.

11.04 No Other Agreement

Except as otherwise expressly provided herein, this Second Amended Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

11.05 Severability

If any provision, covenant, agreement, or portion of this Second Amended Agreement or its application to any person, entity, or property, is held invalid, such invalidity shall not affect the

application or validity of any other provisions, covenants, agreements, or portions of this Second Amended Agreement and, to that end, all provisions, covenants, agreements or portions of this Second Amended Agreement are declared to be severable.

11.06 **Illinois Law**

This Second Amended Agreement shall be construed in accordance with the laws of the State of Illinois.

11.07 **Notice**

Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefor; or (ii) sent by telecopy facsimile; or (iii) sent for overnight delivery by a recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and shall be effective (a) upon receipt or refusal if delivered personally or by telecopy facsimile; (b) one (1) business day after depositing with such an overnight courier service, or (c) two (2) business days after depositing in the mails, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance with this Section 11.07. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail.

To the Developer: Poplar Creek, L.L.C.
400 Northwest Corporate Centre
2500 West Higgins Road
Hoffman Estates, Illinois 60195
Attn: George A. Moser
Fax No. (847/843-8152)

With a copy to: Wildman, Harrold, Allen & Dixon LLP
225 West Wacker Drive
Chicago, IL 60606
Attn: Mark A. Huddle
Fax No. (312/416-4686)

To the Village: Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60195-2308
Attn: Village Manager
Fax No. (847/882-2621)

With a copy to: Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60195-2308
Attn: Corporation Counsel
Fax No. (847/882-2621)

11.08 **Counterparts**

This Second Amended Agreement may be executed in two (2) or more counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

11.09 **No Recordation**

The Parties agree that this Second Amended Agreement may not be and shall not be recorded without the prior written consent of Developer, which consent may be withheld in Developer's sole discretion.

11.10 **Consent or Approval**

Except as otherwise provided in this Second Amended Agreement, whenever consent or approval of any Party to this Second Amended Agreement is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

IN WITNESS WHEREOF, the Parties have duly executed this Second Amended Agreement pursuant to all requisite authorizations as of the date first above written.

VILLAGE OF HOFFMAN ESTATES,
an Illinois home rule municipal corporation

By: _____
William D. McLeod
Village President

ATTEST:

Bev Romanoff
Village Clerk

**POPLAR CREEK, L.L.C., AS
SUCCESSOR TO BARRINGTON
VENTURE PARTNERSHIP,**
a general partnership

By: _____
George A. Moser
Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE REDEVELOPMENT PROJECT AREA

ALL THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 7, IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE 240 FOOT WIDE RIGHT OF WAY OF STATE ROUTE NO. 72 AND LYING NORTHERLY OF THE CENTER LINE OF OLD HIGGINS ROAD, AS IT IS NOW CONSTRUCTED AND TRAVELED. (ALSO EXCEPTING THEREFROM THE WEST 50 FEET OF SAID SECTION 7, BEING THE RIGHT OF WAY OF BARRINGTON ROAD, AS NOW DEDICATED), (ALSO EXCEPTING THEREFROM A TRACT OF LAND HERETOFORE CONVEYED TO HARVEY BIERMAN AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF OLD HIGGINS ROAD AND THE EAST LINE OF BARRINGTON ROAD; THENCE NORTHERLY ALONG THE EAST LINE OF BARRINGTON ROAD, 201.20 FEET; THENCE EASTERLY 201.20 FEET; THENCE SOUTH 231.76 FEET TO THE NORTH LINE OF OLD HIGGINS ROAD; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF OLD HIGGINS ROAD, 203.51 FEET TO THE PLACE OF BEGINNING, IN THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND ALSO EXCEPTING THAT PART CONDEMNED BY THE DEPARTMENT OF TRANSPORTATION IN CASE NO. 84 L 052729, AND ALSO EXCEPTING: BEGINNING AT A POINT 50.0 FEET EAST (AS MEASURED AT RIGHT ANGLES THERETO FROM THE WEST LINE OF SAID FRACTIONAL NORTHWEST 1/4, SAID POINT BEGINNING, LYING 404.24 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHWEST FRACTIONAL 1/4 AND BEING THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF BARRINGTON ROAD AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF HIGGINS ROAD (ROUTE NO, 72); THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF HIGGINS ROAD, 94.36 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE OF A CURVE TO THE LEFT HAVING A RADIUS OF 9968.18. FEET A DISTANCE OF 160.64 FEET; THENCE SOUTHWESTERLY, A DISTANCE OF 99.56 FEET TO A POINT ON A LINE DRAWN 150.0 FEET EAST OF AND AT RIGHT ANGLES TO THE EAST RIGHT OF WAY LINE OF BARRINGTON ROAD AT A POINT LYING 240.0 FEET SOUTH FROM THE POINT OF BEGINNING: THENCE WEST 150.0 FEET ON SAID LINE DRAWN AT RIGHT ANGLES TO THE SAID EAST RIGHT OF WAY LINE OF BARRINGTON ROAD TO SAID POINT LYING 240.0 FEET SOUTH FROM POINT OF BEGINNING; THENCE NORTH ON SAID EAST RIGHT OF WAY LINE OF BARRINGTON ROAD, A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING ALL IN SCHAUMBURG TOWNSHIP, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

LEGAL DESCRIPTION OF THE EASTERN PROPERTY

LOT 6 IN RESTAURANT MALL, BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 04016244, IN COOK COUNTY, ILLINOIS.

EXHIBIT C

TIF IMPROVEMENTS AND REDEVELOPMENT PROJECT COSTS

Professional Service Costs	\$ 284,000.00
Land Acquisition Costs	2,512,639.00
Site Work and Roads	526,000.00
Future Acquisition Costs	87,201.00
Construction Interest	25,000.00
Access to Higgins Road	<u>150,000.00</u>
TOTAL	<u>\$3,584,840.00</u>

EXHIBIT D

LEGAL DESCRIPTION OF THE ACCESS PROPERTY

OUTLOT A IN CANCER TREATMENT CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT E

REGISTERED
NO. R-1

REGISTERED
NOT TO EXCEED \$3,584,840

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF COOK AND KANE
VILLAGE OF HOFFMAN ESTATES
SECOND AMENDED AND RESTATED REDEVELOPMENT NOTE
(BARRINGTON-HIGGINS PROJECT), SERIES 1997A**

Interest	Maturity	Dated
Rate: 7.50%	Date: April 30, 2017	Date: April 30, 1997

Registered Owner: POPLAR CREEK, L.L.C.

Principal Amount: NOT TO EXCEED THREE MILLION, FIVE HUNDRED EIGHTY-FOUR THOUSAND, EIGHT HUNDRED FORTY DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the Village of Hoffman Estates, Cook and Kane Counties, Illinois (the "*Village*"), a municipality and home rule unit under the laws of the State of Illinois, hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Second Amended and Restated Redevelopment Note (Barrington-Higgins Project), Series 1997A (the "Note") or from the most recent Interest Payment Date to which interest has been paid at the Interest Rate per annum set forth above, on December 1 of each year, commencing December 1, 1997, and as otherwise provided in that certain Redevelopment Agreement by and between the Village and Poplar Creek, L.L.C., as successor to Barrington Venture Partnership (the "*Developer*"), dated as of March 17, 1997, and subsequently amended on May 1, 2000 and on November 16, 2009 (collectively, the "*Redevelopment Agreement*"), until said principal sum is paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity are and become applicable hereto. Payment of principal hereof and interest hereon shall be made to the Registered Owner hereof on the registration books of the Village maintained by the Village Treasurer, or successors or assigns, as note registrar and paying agent (the "*Note Registrar*"), at the close of business on the Regular Record Date and shall be paid by check or draft of the Note Registrar, payable upon presentation thereof in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Note Registrar. If an Interest Payment Date is not a Business Day at the place of payment, then payment may be made at that place on the next Business Day, and no interest shall accrue for the intervening period.

This Note is issued pursuant to Section 6 of Article VII of the 1970 Constitution of the State of Illinois, as supplemented by Division 74.4 of Article 11 of the Illinois Municipal Code, and all laws amendatory thereof and supplemental thereto, and specifically as supplemented by the Local Government Debt Reform Act, as supplemented and amended, and the Omnibus Bond Acts, as amended (collectively, the "*Act*"), and the principal of and interest on the Note are

payable solely from (i) the portion of the ad valorem taxes, if any, arising from the taxes levied upon taxable real property in the Barrington-Higgins District Tax Increment Redevelopment Project Area established by the Village in accord with the provisions of the Act (the "*Project Area*") by any and all taxing districts or municipal corporations having the power to tax real property in the Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Project Area over and above the initial equalized assessed value of each such piece of property, all as determined by the County Clerk of the County of Cook, Illinois, in accordance with the provisions of the Act (the "*Incremental Property Taxes*"), (ii) the portion of taxes, if any, paid within the Project Area arising out of the Retailers' Occupation Tax Act, the Use Tax Act, the Service Use Tax Act, and the Service Occupation Tax Act (collectively, the "*State Sales Tax*") over and above the Initial State Sales Tax (as defined in the Act) paid within the Project Area, which portion is defined in the Act as the "Net State Sales Tax Increment," (iii) the portion of taxes, if any, paid within the Project Area arising out of the State Sales Tax that are paid to the Village from the Local Government Tax Fund over and above the Initial State Sales Tax paid within the Project Area, which taxes are defined in the Act as the "Municipal Sales Tax Increment" and (iv) the amounts on deposit in and pledged to the 1997A Principal and Interest Account of the Barrington-Higgins District Tax Increment Redevelopment Project Area Special Tax Allocation Fund (the "*Special Tax Allocation Fund*") heretofore established by the Village in connection with the designation of the Project Area. The "*Pledged Taxes*," as that term is used herein, constitute an amount of (i) the Incremental Property Taxes which is equal to one hundred percent (100%) of the Incremental Property Taxes calculated solely by reference to the Eastern Property (as defined in the Redevelopment Agreement) within the Project Area, (ii) the Net State Sales Tax Increment which is equal to one hundred percent (100%) of the Net State Sales Tax Increment calculated solely by reference to the Eastern Property (as defined in the Redevelopment Agreement) within the Project Area, and (iii) the Municipal Sales Tax Increment which is equal to one hundred percent (100%) of the Municipal Sales Tax Increment calculated solely by reference to the Eastern Property (as defined in the Redevelopment Agreement) within the Project Area, all as more fully specified in the Redevelopment Agreement and in the hereinafter defined Note Ordinance. This Note is being issued in consideration for the payment by the Developer of a portion of certain costs of a redevelopment project in the Project Area, all as more fully described in proceedings adopted by the President and Board of Trustees of the Village (the "*Corporate Authorities*") pursuant to the Act and in ordinances authorizing the issuance and subsequent amendment of this Note adopted by the Corporate Authorities on the March 17, 1997, and on May 1, 2000, and on November 16, 2009 (collectively, the "*Note Ordinance*"), to all the provisions of which the holder, by the acceptance of this Note, assents. This Note, together with the interest thereon, is a limited obligation of the Village payable solely from the Pledged Taxes and the amounts on deposit in and pledged to the 1997A Principal and Interest Account of the Special Tax Allocation Fund as provided in the Note Ordinance. For the prompt payment of this Note, both principal and interest, as aforesaid, at maturity, the Pledged Taxes are hereby irrevocably pledged.

THIS NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE VILLAGE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF THIS NOTE SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE VILLAGE FOR PAYMENT OF PRINCIPAL HEREOF OR INTEREST HEREON. AS PROVIDED IN THE REDEVELOPMENT AGREEMENT AND THE NOTE ORDINANCE, INSUFFICIENCY OF PLEDGED TAXES TO PAY ANY INTEREST REQUIREMENT OR PRINCIPAL REQUIREMENT RELATING TO THIS NOTE WHEN DUE SHALL NOT BE A DEFAULT

HEREON, AND NO HOLDER HEREOF SHALL HAVE ANY RECOURSE WHATSOEVER AGAINST THE VILLAGE IN THE EVENT THAT THE PLEDGED TAXES ARE INSUFFICIENT TO PAY ANY INTEREST REQUIREMENT OR PRINCIPAL REQUIREMENT WHEN DUE, WHETHER AT STATED MATURITY, UPON REDEMPTION OR OTHERWISE.

Under the Act and the Note Ordinance, the Incremental Property Taxes, the Net State Sales Tax Increment, and the Municipal Sales Tax Increment shall be deposited in the Special Tax Allocation Fund. Pledged Taxes on deposit in the Special Tax Allocation Fund shall be used first and are pledged for paying the principal of and interest on this Note and then in making any further required payments to the funds and accounts as provided by the terms of the Note Ordinance. No additional obligations on a parity with the Note may be issued pursuant to the terms of the Note Ordinance.

This Note is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal office of the Note Registrar in Hoffman Estates, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Note Ordinance, and upon surrender and cancellation of this Note. Upon such transfer a new Note of authorized denomination and for the same aggregate principal amount will be mailed to the transferee in exchange therefor.

This Note is issued in fully registered form in the original denomination of not to exceed \$3,584,840. This Note may be exchanged at the principal office of the Note Registrar for a like aggregate principal amount solely and only in such denomination, upon the terms set forth in the Note Ordinance.

The Village and the Note Registrar may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Village nor the Note Registrar shall be affected by any notice to the contrary.

This Note is subject to optional redemption prior to maturity, in whole or in part, from any available moneys, at the times, upon the terms and as provided in the Note Ordinance.

The rights and obligations of the Village and of the registered owners of this Note may be modified or amended at any time with the consent of the Village and of the holders of not less than sixty-six percent (66%) in aggregate principal amount of the outstanding Note in the manner, to the extent, and upon the terms provided in the Note Ordinance, provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the Village to pay the principal hereof or interest hereon at the time and place and at the rate and in the currency provided herein without the express consent of the registered owner hereof, or reduce the percentage of outstanding principal amount of this Note required for the affirmative vote or written consent to an amendment or modification, all as more fully set forth in the Note Ordinance.

The Village has designated this Note a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist and have happened and

been done and performed in regular and due form and time as required by law, and the Village hereby covenants and agrees that it has made provision for the segregation of the Incremental Property Taxes, the Net State Sales Tax Increment, the Municipal Sales Tax Increment, and the Pledged Taxes and that it will properly account for said taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Note Ordinance.

Whenever, under the terms hereof, principal hereof or interest hereon become due and payable, the holder of this Note may pursue any remedies, legal or equitable, that are available to collect such unpaid principal or interest. In any proceeding instituted to collect any unpaid principal hereof or interest hereon, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs of litigation from the other party. The Village hereby waives notices of nonpayment and of dishonor, protest of dishonor, and notice of protest.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Note Registrar.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, said Village of Hoffman Estates, Cook and Kane Counties, Illinois, by its President and Board of Trustees, has caused this Note to be signed by the manual or duly authorized facsimile signatures of the President and Village Clerk, and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

President

Village Clerk

Date of Authentication: _____, _____

[SEAL]

CERTIFICATE
OF
AUTHENTICATION

Note Registrar and Paying Agent:
Village Treasurer, Village of Hoffman Estates,
Cook and Kane Counties, Illinois

This Note is the Second Amended and Restated Redevelopment Note (Barrington-Higgins Project), Series 1997A, of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, described in the within-mentioned Note Ordinance.

Village Treasurer,
Village of Hoffman Estates, Cook and Kane
Counties, Illinois, as Note Registrar

By: _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____ (Name and
Address of Assignee) the within Note and does hereby irrevocably constitute and
appoint _____ or its successor as attorney to
transfer the said Note on the books kept for registration thereof with full power of substitution in
the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

ORDINANCE NO. ____-2009**AN ORDINANCE APPROVING THE
AMENDED VILLAGE OF HOFFMAN ESTATES
1986 BARRINGTON HIGGINS DISTRICT
TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT**

WHEREAS, the Village of Hoffman Estates, Cook and Kane Counties, Illinois (the "Village") desires to amend, pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et. seq.*, as amended (the "Act"), the Village of Hoffman Estates 1986 Barrington Higgins District Tax Increment Redevelopment Plan and Project, as previously amended (the "Redevelopment Plan and Project"), for the Redevelopment Project Area described in Exhibit "A" of this Ordinance, within the municipal boundaries of the Village, which area constitutes in the aggregate more than one and one-half (1½) acres; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the President and Board of Trustees caused a public hearing to be held relative to the amendment of the Redevelopment Plan and Project on May 18, 1999 at the Municipal Building, 1900 Hassell Road, Hoffman Estates, Illinois 60195; and

WHEREAS, due notice in respect to such hearing was given pursuant to Section 11-74.4-5 and 11-74.4-6 of the Act, said notice being given to taxing districts by certified mail on May 4, 1999, by publication on June 2, 1999 and June 9, 1999 and by certified mail to taxpayers on May 4, 1999; and

WHEREAS, the President and Board of Trustees of the Village (the "Corporate Authorities") have reviewed the conditions pertaining to lack of private investment in the Redevelopment Project Area to determine whether private development would take place in the Redevelopment Project Area as a whole without the adoption of the proposed amended Redevelopment Plan and Project; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the Redevelopment Project Area to determine whether contiguous parcels of real property and improvements thereon in the Redevelopment Project Area would be substantially benefited by the Redevelopment Project improvements.

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 statements set forth in the preamble to this Ordinance are true and correct and are adopted as part of this Ordinance.

Section 2: That the President and Board of Trustees of the Village of Hoffman Estates hereby make the following findings:

- a. The area constituting the Redevelopment Project Area of the Village of Hoffman Estates, Illinois is described as set forth in the attached Exhibit "A".
- b. There exist conditions which cause the area to be designated as a Redevelopment Project Area to be classified as a "blighted area" as defined in Section 11-74.4-3(a) of the Act.
- c. The Redevelopment Project Area subject to this benefit on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the amended Redevelopment Plan and Project.
- d. The amended Redevelopment Plan and Project conforms to the Comprehensive Plan for the development of the Village as a whole.
- e. The parcels of real property in the Redevelopment Project Area are contiguous and those contiguous parcels of real property and improvements thereon, which will be substantially benefited by the Redevelopment Project improvements, are included in the Redevelopment Project Area.
- f. The estimated date for final completion of the Redevelopment Project is not later than December 1, 2021.
- g. The estimated date for retirement of obligations incurred to finance Redevelopment Project costs is not later than April 30, 2017.
- h. The findings made in Ordinance No. 1809-1986 are hereby remade as of the date hereof.

Section 3: That the amended Redevelopment Plan and Project dated November 16, 2009, attached hereto as Exhibit B and incorporated herein by reference, is hereby adopted and approved.

Section 4: That the Village Clerk is hereby authorized to publish this Ordinance in pamphlet form.

Section 5: That this Ordinance shall be in full force and effect immediately from and after its passage and approval by the Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, and approval by the President thereof.

Section 6: That all ordinances, resolutions and orders, and parts thereof, in conflict herewith, are hereby superseded to the extent of such conflict. This Ordinance shall not be codified.

PASSED THIS ____ day of _____, 2009

<u>VOTE</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Cary J. Collins	_____	_____	_____	_____
Trustee Raymond M. Kincaid	_____	_____	_____	_____
Trustee Jacquelyn Green	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____

APPROVED:

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2009.

EXHIBIT "A"

LEGAL DESCRIPTION:

All that part of the Northwest Fractional $\frac{1}{4}$ of Section 7, in Township 41 North, Range 10, East of the Third Principal Meridian, lying southerly of the 240 foot wide right of way of State Route No. 72 and lying northerly of the center line of Old Higgins Road, as it is now constructed and travelled,' (also excepting therefrom the west 50 feet of said Section 7, being the right of way of Barrington Road, as now dedicated), (also excepting therefrom a tract of land heretofore conveyed to Harvey Bierman and described as follows: beginning at the intersection of the north line of Old Higgins Road and the east line of Barrington Road; thence northerly along the east line of Barrington Road 201.20 feet; thence easterly 201.20 feet; thence south 231.76 feet to the north line of Old Higgins Road; thence northwesterly along the north line of Old Higgins Road, 203.51 feet to the place of beginning, in the northwest $\frac{1}{4}$ of Section 7, Township 41 North, Range 10, east of the Third Principal Meridian, in Cook County, Illinois, and also excepting that part condemned by the Department of Transportation in Case No. 84 L 052729, and also excepting: beginning at a point 50.0 feet east (as measured at right angles thereto from the west line of said fractional northwest $\frac{1}{4}$ said point beginning, lying 404.24 feet south from the north line of said northwest fractional $\frac{1}{4}$ and being the intersection of the east right of way line of Barrington Road and the southwesterly right of way line of Higgins Road (Route No. 72); thence southeasterly along the southwesterly right of way line of Higgins Road, 94.36 feet to a point of curvature in said line; thence continuing along said right of way line of a curve to the left having a radius of 9968.18 feet a distance of 160.64 feet; thence southwesterly, a distance of 99.56 feet to a point on a line drawn 130.0 feet east of and at right angles to the east right of way line of Barrington Road at a point lying 240.0 feet south from the point of beginning; thence west 150.0 feet on said line drawn at right angles to the said east right of way line of Barrington Road to said point lying 240.0 feet south from point of beginning; thence north on said east right of way line of Barrington Road, a distance of 240.00 feet to the point of beginning all in Schaumburg Township, in Cook County, Illinois.

VILLAGE OF HOFFMAN ESTATES

1986

BARRINGTON HIGGINS DISTRICT

TAX INCREMENT REDEVELOPMENT

PLAN AND PROJECT

AS AMENDED BY ORDINANCE NO. _____ - 2009

NOVEMBER 16, 2009

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MAP 1

APPENDIX A - LEGAL DESCRIPTIONS OF PROPERTY IN REDEVELOPMENT
PROJECT AREA

I. INTRODUCTION

On December 22, 1986, the President and Board of Trustees for the Village of Hoffman, Estates adopted the “Barrington Higgins District Tax Increment Redevelopment Plan and Project” (the “Redevelopment Plan and Project”). Subsequently, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (the "Act"), the Village determined that it was necessary to amend the Redevelopment Plan and Project in order to reflect certain changes affecting the general land uses and the nature of the Redevelopment Plan and Project, and, accordingly, passed Ordinances 2890-1997 and 3102-1999, each of which approved amendments to the Redevelopment Plan and Project. The purpose of those changes to the Redevelopment Plan and Project was to make only descriptions, or points of clarification pertaining to such changes in the Redevelopment Plan and Project (or, in some cases, changes in general facts about the Village itself). All other declarations and findings made by the Village with respect to the November, 1986 adoption of the Redevelopment Plan and Project remained in place and are not intended to be affected by this amendment.

The Village now wishes to amend the Redevelopment Plan and Project solely to extend (1) the Redevelopment Plan and Project to December 1, 2021, and (2) the maturity date of obligations issued hereunder and under Ordinance No. _____-2009 to April 30, 2017.

The Village of Hoffman Estates is located 30 miles northwest of the City of Chicago in Cook and Kane Counties, and covers an approximately 19.9 square mile area. The Village has experienced rapid growth in the years since its incorporation in 1959. From a population of 8265 in 1960, the Village has grown to a 1990 population of 46,363, and, has further grown to an expected population of 49,100 based on the anticipated finalization of a Special 1996 census.

II. GENERAL GOALS

The President and Board of Trustees of the Village, in the Village's Comprehensive Plan adopted in 1978, identified the following basic land use goals:

To achieve a balanced land use distribution through land use and annexation decisions which contribute to the fiscal soundness of the Village government and the well being of its citizens.

To diversify the tax base of the Village.

To increase the assessed valuation of the Village.

To increase local employment opportunities within the Village.

It was this 1978 Comprehensive Plan which was in place at the time this Redevelopment Plan and Project was adopted by the Village in 1986. The Village's most recent Comprehensive Plan was adopted by the President and Board of Trustees of the Village in 1989. The 1989 Comprehensive Plan identified the following economic development and employment goal: The Village of Hoffman Estates will encourage development and maintenance of a diversified and balanced tax base and encourage an increase in employment opportunities within the Village.

The public goals of this Redevelopment Plan and Project are to:

- A. Reclaim 22 acres of vacant land heretofore undeveloped because approximately 50% of the site is flood plain, rendering the entire site undevelopable without massive public improvements. Such reclamation will increase the assessed valuation of real property within the Village.
- B. Create a commercial and retail development (including service establishments) to serve the needs of Village residents and attract business from surrounding communities, thereby increasing the property tax sales tax and hotel tax revenue to the Village and job opportunities in the Village.

- C. Provide public improvements and utilities necessary to reclaim the site for retail/commercial development.

III. EVIDENCE OF LACK OF DEVELOPMENT AND GROWTH WITHIN REDEVELOPMENT PROJECT AREA AND ASSESSMENT ON AFFECTED TAXING DISTRICTS

Prior to the time of establishment of the Redevelopment Project Area (the “RPA”) in December 1986, the RPA had never contained any development activity, and suffered from lack of improvements through private sector investment. The RPA was flood prone and not suitable for private sector development as reflected by the findings regarding the designation of the RPA by the Village in 1986.

Since 1986, the RPA has attracted certain development activity which has resulted in a positive fiscal impact to the overlapping taxing districts. The nature of development activity has been such that none of the overlapping taxing districts, except the Village, is in need of delivery of public services in connection to the RPA. As a result, there has been no negative fiscal impact on the overlapping taxing districts. Instead, positive fiscal impact has been realized by virtue of the Village’s enhanced position to declare positive tax surpluses for all the overlapping taxing districts and this situation is expected to continue.

IV. TAX INCREMENT FINANCING REDEVELOPMENT

After a blighted area is designated as a Redevelopment Project Area, and Tax Increment Financing is adopted, pursuant to the Act, as amended, all taxing districts will continue to receive the real estate tax revenue they received prior to redevelopment. The new real estate tax revenue generated by the application of tax rates due to the increase in assessed values is described as tax increment revenue. New state legislation enables the Village to obtain State sales tax increment generated by business in the Redevelopment Project Area. As soon as Redevelopment Project Costs (as defined below) are paid, the surplus revenue will be distributed to the state and other

taxing districts which have real property in the Redevelopment Project Area. All taxing districts, are, therefore, the beneficiaries of the redevelopment. The increase in the Village tax base also helps to minimize the real property tax burden on the homeowners in the Village.

Boundary Description

A Redevelopment Project Area is to be established which designates the area to be included. This Redevelopment Project Area lies immediately southeast of the intersection of Higgins Road and Barrington Road, entirely within Cook County. The Redevelopment Project Area consists of 22 acres, and is shown on Map 1. The legal description of the included properties will be attached to Appendix A. The Redevelopment Project Area was designated on December 22, 1986 pursuant to Ordinance Number 1807. This amended Redevelopment Plan and Project does not alter the Redevelopment Project Area, or the findings made by the Village in connection to its establishment.

V. BLIGHTED AREA CONDITIONS EXISTING IN THE REDEVELOPMENT PROJECT AREA

Based on surveys, inspections, and analysis of the Redevelopment Project Area, the Redevelopment Project Area would qualify as a “blighted area,” as defined by the Act, as amended, because a substantial portion of the Redevelopment Project Area is in a flood plain, has been, prior to its designation hereby, subject to chronic flooding, which has adversely affected neighboring improved real property, and cannot be developed, without the public improvements contemplated by this Plan, because of such flooding conditions.

VI. REDEVELOPMENT PLAN AND PROJECT OBJECTIVES

The Village of Hoffman Estates proposes to accomplish the redevelopment goals and objectives through public financing methods, including, but not limited to, Tax Increment

Financing, and by providing thereby public improvements which are redevelopment projects costs reconstruction work), utilities, parking, streetscapes, landscaping, etc.

D. **Criteria for Redevelopment**

The following criteria shall apply to all areas in the Redevelopment Project Area.

Concept

In general, the intent is to achieve the goals and objectives set forth herein.

Pedestrian Movement

Direct and contiguous pedestrian linkage via sidewalk along Higgins Road should form a network connecting the Eastern portions.

Landscaping

Maintain an integrated landscape program, providing various scales, seasonal variations and support with a well detailed maintenance program.

Parking

Parking is imperative for support and success of this development. Parking should be convenient, accessible and compatible with the new development.

Traffic Patterns and Movements

Traffic flow must complement access to all uses in the Redevelopment Project Area and be in harmony with the public improvements.

Signs

Signage for the Redevelopment Project Area will be considered in accordance with the development and applicable ordinances of the Village.

Service

The intent is for service docks to be off-street and screened from the streets.

Specific service plans will be subject to review of the pending development proposal.

E. **Proposed Land Use Plan**

The following land use provisions have been established for the Redevelopment Project Area. All of these uses are permitted in accordance with the applicable Zoning Ordinances affecting the Redevelopment Project Area from time to time and allowable variances therefrom. It is the intent of the Plan to encourage retail and commercial development (including all permitted B-2 Zoning uses of the Village). Development of a principal building, specifically a conference center of a minimum of 18,000 square feet, may occur prior to the construction of a hotel (including a swimming pool, exercise facilities, a restaurant, meeting room and lobby) if commencement of construction commences prior to May 1, 2000. Notwithstanding the foregoing, after May 1, 2000, commencement of construction of a hotel, including a swimming pool, exercise facilities, a restaurant, meeting room and lobby shall have occurred within the Redevelopment Area on or before development of any further principal building in such area.

Hotel Uses

One or more nationally recognized hotels with amenities and services designed for business travelers.

Retail and Commercial Uses

Retail and commercial (including all permitted B-2 zoning uses of the Village) uses should be developed in order to make the Redevelopment Project Area a center for such activities in the whole area.

Parking Uses

Full realization of the economic development potential of the Redevelopment Plan and Project is directly related to the provision of automobile parking that is conveniently located. The intent is for parking uses to be off-street.

Other Uses

Additional uses as permitted, or by special uses granted under the B-2 Zoning Ordinance designation will be allowed within the Redevelopment Project Area and include, but not limited to: banquet facilities, and ancillary uses *to the hotel* use.

F. **Specific Project Proposed in Redevelopment Area**

1. **Existing Uses**

At the time of designation, the Redevelopment Project Area consisted of unimproved vacant land, substantially within a flood plain, and subject to chronic flooding.

2. **Proposed Uses**

Proposed uses includes those retail, commercial, service and ancillary uses permitted as above or allowed by special permit, under the Village's B-2 zoning district.

Construction activities on certain portions of the Redevelopment Project Area commenced in 1994. The construction activities for the development proposal which initiated this amended Redevelopment Plan and Project (which includes the Hotel Uses and Other Uses) has an anticipated starting timeframe of Spring 1997.

VII. ESTIMATED REDEVELOPMENT PROJECT COSTS

The Village of Hoffman Estates Redevelopment Project Costs mean and include the sum-total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to the Project and this Redevelopment Plan and Project and as permitted specifically under Illinois Compiled Statutes, Chapter 65, Section 5/11-74.4-3(q).

A list or development activities for the Redevelopment Plan and Project, for which public costs may be incurred, may include, but are not limited to, without limitation, the following:

- (1) Costs of studies and surveys, development of plans and specifications, implementation and administration of the redevelopment plan including, but not

limited to, staff and professional service costs for architectural, engineering, legal, marketing, financial, planning, other special services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected;

- (2) Properly assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
- (3) Costs of rehabilitation, reconstruction or repair or remodeling of existing buildings and fixtures;
- (4) Costs of the construction of public works or improvements;
- (5) Costs of job training and retraining projects;
- (6) Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued pursuant to the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;
- (7) All or a portion of a taxing district's capital cost resulting from the redevelopment project necessarily incurred or to be in furtherance of the objectives of the redevelopment plan and project, to the extent the Village by written agreement accepts and approves such costs;

- (8) Relocation costs to the extent that the Village determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;
- (9) Payment in lieu of taxes;
- (10) Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the Redevelopment Project Area, and (ii) when incurred by a taxing district or taxing districts other than the Village, are set forth in a written agreement by or among the Village and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 20-23.3a of the School Code.
- (11) If deemed prudent by the Board of Trustees of the village for a particular redevelopment project, interest cost incurred by a redeveloper related to the

construction, renovation or rehabilitation of a redevelopment project provided that:

- (a) such costs are to be paid directly from the special tax allocation fund established pursuant to the Act; and
- (b) such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year; and
- (c) if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph (10) then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and
- (d) the total of such interest payments incurred pursuant to the Act may not exceed 30% of the total Redevelopment Project Costs excluding any property assembly costs and any relocation costs incurred pursuant to the Act.

- (12) Unless explicitly stated within the Act, the cost of construction of new privately-owned building shall not be an eligible redevelopment cost.

Estimated costs are shown in the next section. Adjustments to these cost items may be made without amendment to the Redevelopment Plan and Project. The costs represent estimated amounts and do not represent actual Village commitments or expenditures. Rather, they are a ceiling on possible expenditures of TIF funds in the Redevelopment Project Area.

No funds will be paid to reimburse land acquisition costs until there is site plan approval for the subject acreage and the portion of the site necessary to serve the subject acreage.

The Redevelopment Project Area would not reasonably be developed as planned without the use of the incremental revenues as provided by Section 8(a) of the Act, as amended, and as it may be amended. The incremental revenues received by the Village from the State will be exclusively utilized for the redevelopment of the Redevelopment Project Area.

REDEVELOPMENT COSTS

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

<u>ITEM</u>	<u>PROJECTED COSTS</u>
Professional service costs (including engineering, consultants, legal, planning, etc.)	\$ 284,000
Land Acquisition (Cost or Land writedown) Costs	\$2,512,639
Site work and roads (construction and reconstruction)	\$ 526,000
Financing Costs	\$ 87,201
Construction Interest	\$ 25,000
Highway Access	\$ 150,000
Total Projected Costs	\$3,584,840

All project cost estimates are in 1996 dollars. Adjustments may be made in line items either increasing or decreasing line item costs for redevelopment. However, the total cost amount cannot be exceeded without additional amendment to this Redevelopment Plan and Project.

The developer proposal which initiated this amendment to the Redevelopment Plan and Project contemplates reimbursing private developers for Redevelopment Project Costs in the amount of \$3,584,840 (plus annual interest at a rate of 7.5%). Additional eligible Redevelopment Project Costs could result, should the Village choose to reimburse itself for eligible expenses, or should additional costs be reimbursed as part of expanded redevelopment of the Redevelopment Project Area all in accordance with the Act.

VIII. SOURCES OF FUNDS TO PAY FOR REDEVELOPMENT PROJECT COSTS

Funds necessary to pay for Redevelopment Project Costs are to be derived principally from tax increment revenues and proceeds from municipal obligations, (including notes), which have as their principal repayment source tax increment revenue. To secure the issuance of these obligations, the Village may permit the utilization of notes, guarantees, deposits and other forms of security, made available by the private sector, including the project developers.

The tax increment revenue which will be used to fund tax increment obligations and Redevelopment Project Costs will be the incremental taxes attributable to the increase in the current equalized assessed value of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area, over and above the initial equalized assessed value of each such property in the Redevelopment Project Area, and Sales and Use Tax increments, as permitted by the Act, or the Act as it may be amended from time to time. Other sources of funds which may be used to pay for Redevelopment Project Costs and obligations issued, the proceeds of which are used to pay for such costs, may include, without limitation, land disposition proceeds, Industrial Development Bonds, County, State and Federal government grants, other investment income and any other revenue available to the Village.

IX. ISSUANCE OF OBLIGATIONS TO PAY FOR REDEVELOPMENT

The Village may issue obligations (including notes) or otherwise borrow funds, repayment of which will be secured by the tax increment special tax allocation fund pursuant to Section 11- 74.4-7 of the Act, and its Home Rule Powers under the Constitution of the State of Illinois. Such obligations shall be limited obligations of the Village and the Village shall not be required to pay and finance any Redevelopment Project Costs unless funds for such purposes are available from the tax increment special tax allocation fund or other monies made available by the Act. Any such obligations shall be retired not more than thirty-five (35) years from the

adoption of the ordinance approving the Redevelopment Project Area, such ultimate retirement date occurring not later than December 1, 2021. In any event, the final maturity date of any such obligations may not be later than twenty (20) years from their respective dates. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan and Project. The amounts payable in any year as principal of and interest on all obligations issued by the Village, pursuant to the Redevelopment Plan and Project and the Act, shall not exceed the amounts available, or projected to be available from tax increment revenues and from such bond sinking funds, capitalized interest funds, debt service reserve funds and other sources of funds as may be provided by ordinance.

Revenues shall be used for the schedule and/or early retirement of obligations, and for reserves, sinking funds and Redevelopment Project Costs, and, to the extent not used for such purposes, may be declared surplus and shall then become available for distribution annually to the State and taxing districts in the Redevelopment Project Area in the manner provided by the Act.

X. MOST RECENT ASSESSED VALUATION OF REAL PROPERTY IN THE REDEVELOPMENT PROJECT AREA

The most recent equalized assessed valuation of real property in the Redevelopment Project Area as of the date of the establishment of the Redevelopment Project Area in 1986 was \$12,357.00.

XI. ANTICIPATED EQUALIZED ASSESSED VALUATION

It is estimated that all anticipated redevelopment will be completed and assessed by the year 2021. The estimated future equalized assessed valuation of real property in the Redevelopment Project Area upon completion of all anticipated redevelopment is estimated at approximately \$13,700,000.

XII. COMMITMENT TO FAIR EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION

As part of any Redevelopment Agreement entered into by the Village and any private developers, both will agree to establish and implement a honorable, progressive, and goal-oriented affirmative action program that serves appropriate sectors of the Village. The program will conform to the most recent Village policies and plans.

With respect to the public/private development's internal operations, both entities will pursue employment practices which provide equal opportunity to all people regardless of sex, color, race or creed. Neither party will countenance discrimination against any employee or applicant because of sex, marital status, national origin, age, or the presence of physical handicaps. These nondiscriminatory practices will apply to all areas of employment; including: hiring, upgrading and promotions, terminations, compensation, benefit programs and education opportunities.

All those involved with employment activities will be responsible for conformance to this policy and the compliance requirements of applicable state and federal regulations.

The Village and private developers will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level. Additionally, any public/private entities will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which all employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to minority and/or female individuals.

Finally, the entities will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner.

Underlying this policy is the recognition by the entities that successful affirmative action programs are important to the continued growth and vitality of the community.

XIII. TERMINATION OF THE REDEVELOPMENT PLAN

The estimated date for completion of the Redevelopment Plan and Project is not later than December 1, 2021, and may be completed sooner, depending on the incremental tax yield.

XIV. AMENDMENT OF THE REDEVELOPMENT PLAN

The Redevelopment Plan and Project may be amended pursuant to the provisions of the Act, as amended.

APPENDIX A

**LEGAL DESCRIPTION OF
PROPERTY IN REDEVELOPMENT
PROJECT AREA**

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of a logo design for the Entertainment District in Prairie Stone


MEETING DATE: November 9, 2009

COMMITTEE: Planning, Building & Zoning


FROM: Gary Skoog *GS*

REQUEST: Request approval of a logo design for the Entertainment District in Prairie Stone.


BACKGROUND: Development Services staff has worked diligently with IDOT staff, Cabela's, as well as sign companies to obtain approval of a digital billboard. The sign will be located just west of the Canadian National railroad bridge on Hoffman Boulevard and will be installed in December 2009.


The sign is an opportunity for the Village to promote the emerging Entertainment District, as well as major tenants such as the Sears Centre Arena and Cabela's. A component of the sign content development was identifying and branding the Entertainment District as a destination for locals and tourists to dine and be entertained by sports, music, family shows, and the total destination retail shopping experience at Cabela's. New restaurants and other entertainment venues are anticipated. The Village Board adopted the name "Poplar Creek at 59/90", along with the symbol, in the form of  Poplar Creek at 59/90 for the marquee sign to brand the Entertainment District.

DISCUSSION: There may be some exceptions, but predominantly, shopping centers and Entertainment Districts in North America have a name and often a logo as well. To be effective, marketing or promotional strategies should have a name and logo to be successful.

The Village Board approved the  Poplar Creek at 59/90 on the marquee position for the Village digital billboard to be located just west of the CN railroad bridge on the south end of Prairie Stone Business Park at the June 22, 2009, Village Board meeting. This will communicate to 120,000 cars per day that they are passing by "Poplar Creek at 59/90", Hoffman Estates' Entertainment District. This works great for a sign but does not work well for a logo that can be utilized on a letterhead, on a banner, put in a magazine ad, or even utilized on the digital sign itself for a 10 second digital ad.

DISCUSSION: (Continued)

There are two sample logos that the Village's consultant, Pressley Jacobs, has presented that provide flexibility for a logo and yet are action oriented appropriate for an Entertainment District (see attachments). The logo  communicates the primary intersection for a customer or visitor destination. "Poplar Creek" not only communicates a destination familiar to many in the Chicago area, but also has a connotation of entertainment and great memories. The "at 59 and 90" reinforces the major intersection where the Sears Centre, Cabela's, restaurants, and shopping await consumers. This strategy addresses a historical consumer difficulty in finding the Sears Centre and Cabela's.

The 59/90 inside a circle () again reinforces "Poplar Creek at 59/90" as a destination and allows additional information such as "The Entertainment Crossroads, Sports, Music, etc.". Examples of how the logos may be utilized in banners, in ads by the Sears Centre Arena, Cabela's, restaurants, hotels, and more are attached to provide a better understanding of the value and power of a logo design that can be adopted by district stakeholders.

The more the logo is incorporated into the digital sign, wayfinding signs, print ads, television, banners, and more, the more customers will recognize a special area and more equity is built, tenants benefit in terms of increased customers and sales.

RECOMMENDATION:

Adopt the logos, as presented, to be utilized by the Village and stakeholders in the Entertainment District and adjacent shopping centers and tenants.

Attachments

AT FIFTY-NINE  Creek
Poplar AND NINETY

AT FIFTY-NINE  Creek
Poplar AND NINETY

THE ENTERTAINMENT  AND NINETY
AT FIFTY-NINE CROSSROADS

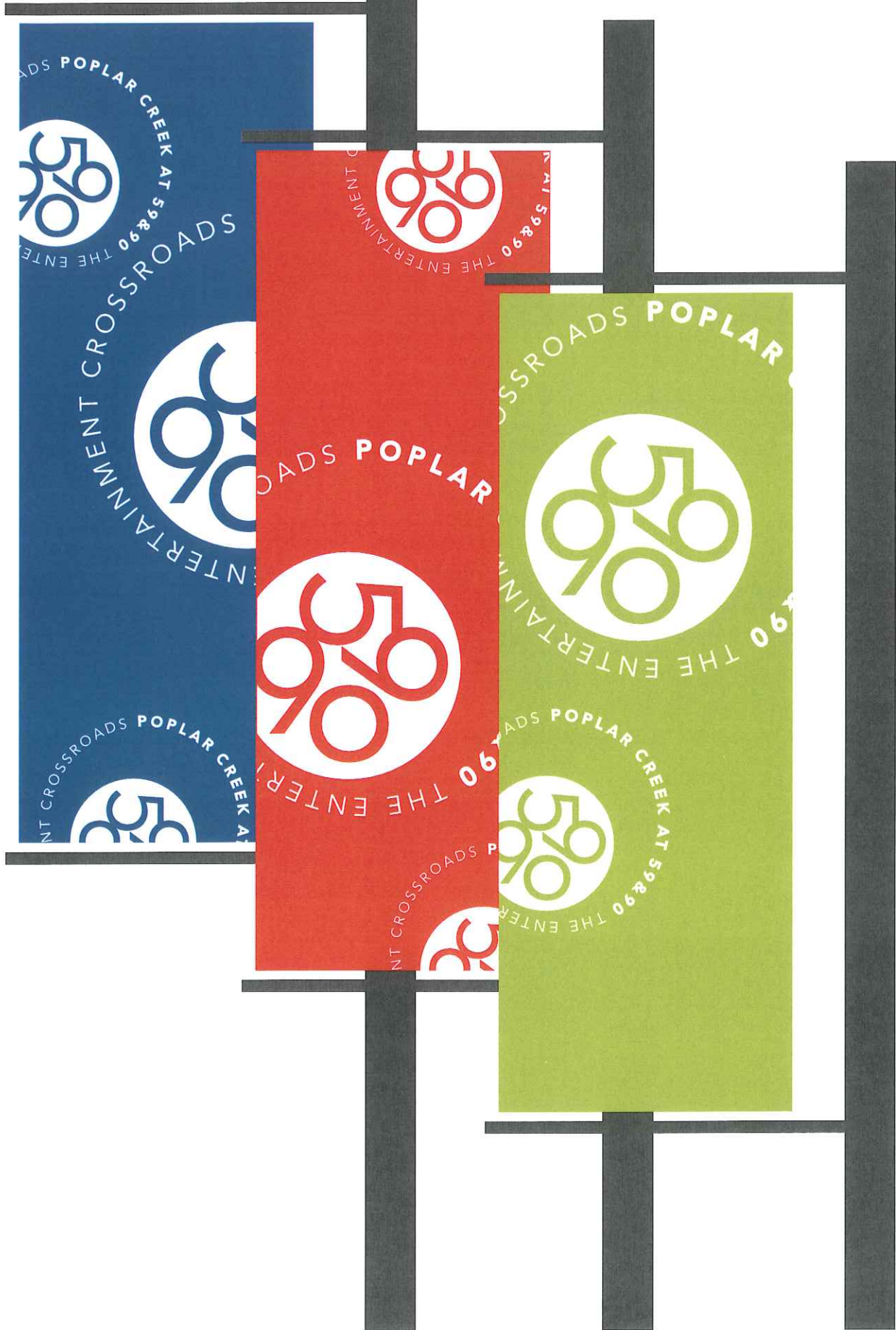
POPLAR CREEK AT  **Music.** **Sports.**
FIFTY-NINE AND NINETY

ENTERTAINMENT  **Events.** **Shows.**
CROSSROADS









Oct 29 BILLY JOEL ROCK

Nov 3 CARRIE UNDERWOOD OUT

Nov 11 LIONEL RITCHIE THIS

Nov 24 GEORGE STRAITS FALL

2009

AT THE SEARS CENTRE ARENA




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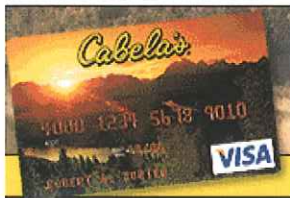
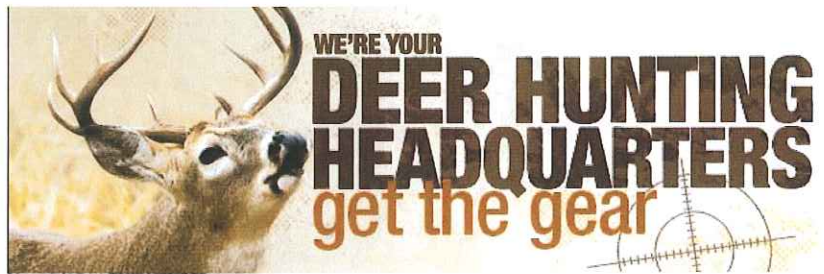
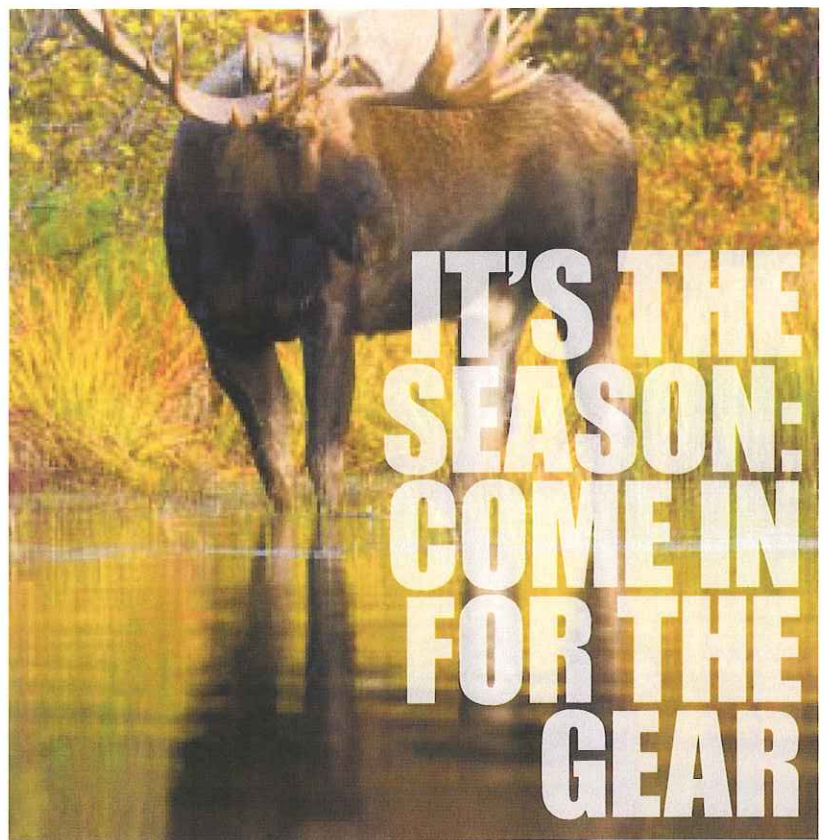


HOW DO YOU LIKE YOUR ADVENTURE?

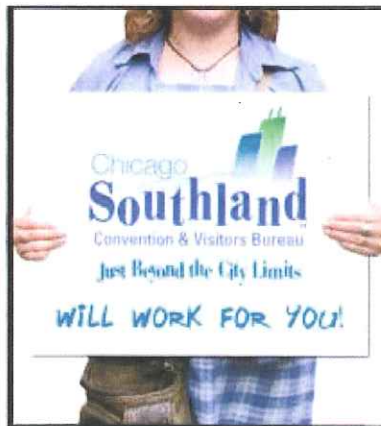
- All-American
- Romantic
- Outdoorsy
- Artsy
- Cosmopolitan
- Scenic
- Sports-crazed
- Cultural
- Other _____

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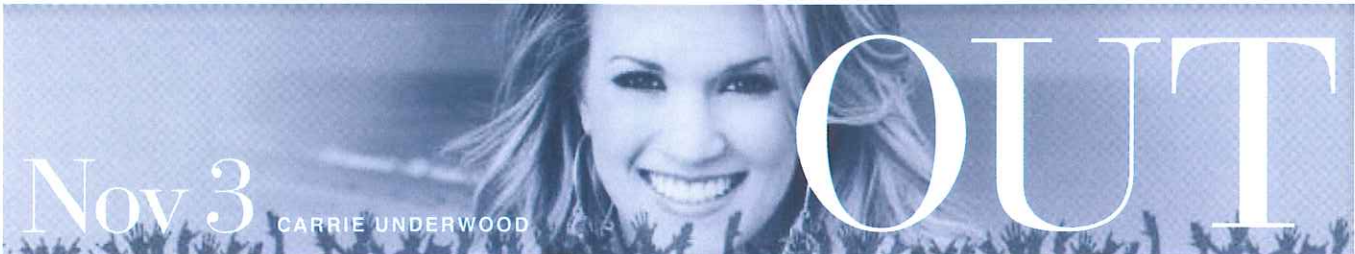
ENTERTAINMENT
Shows.  Events.

POPULAR CREEK AT
Music.  Sports
FIFTY-NINE AND
FIFTY-NINE AND

Poplar  Creek
AND



Oct 29 BILLY JOEL **ROCK** LY JO



Nov 3 CARRIE UNDERWOOD **OUT**



Nov 11 LIONEL RITCHIE **THIS**



Nov 24 GEORGE STRAITS **FALL**



2009

AT THE SEARS CENTRE ARENA

AT FIFTY-NINE AND NINETY
Poplar Creek


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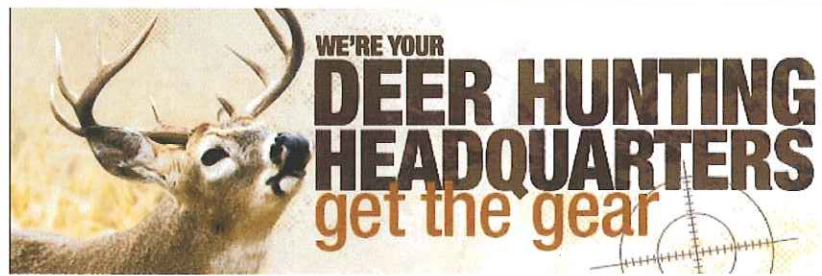
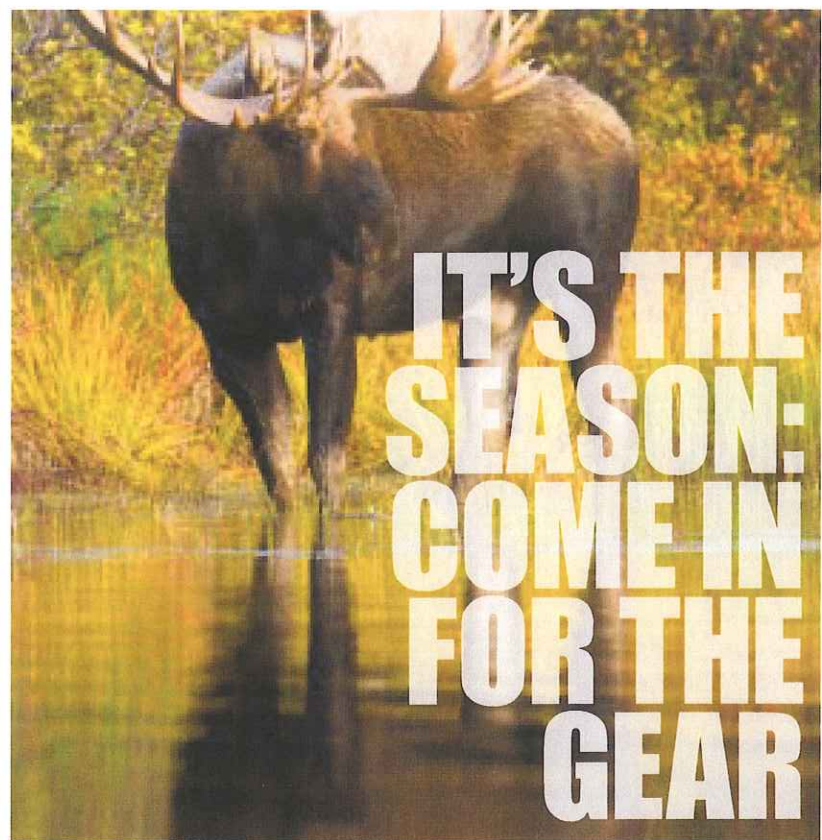


HOW DO YOU LIKE YOUR ADVENTURE?

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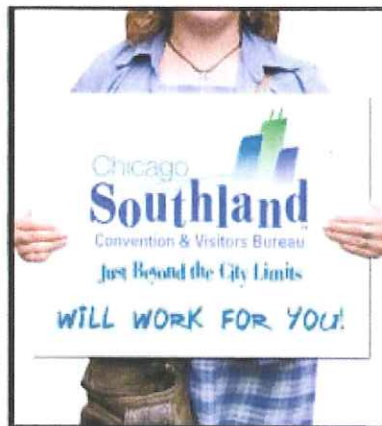
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AT FIFTY-NINE AND NINETY
Poplar Creek

IN HOFFMAN ESTATES AT ROUTE 59 & I-90

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COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT: Presentation and discussion of the Bridlewood Subdivision Annexation Study

MEETING DATE: November 9, 2009

COMMITTEE: Planning, Building and Zoning Committee

FROM: Becky Suhajda, Administrative Intern
Peter Gugliotta, Director of Planning *pb*

PURPOSE: To present and discuss the 2009 Bridlewood Subdivision Annexation Study

BACKGROUND: The Bridlewood Subdivision was developed in the 1990's in unincorporated Cook County. In accordance with an earlier agreement, the developer was permitted to connect all the homes in the subdivision to the Village's sanitary sewer and water system without annexing the property. Residents pay water bill rates identical to homes that are within the Village. No other Village services are available to these residents.

Bridlewood has 265 homes and approximately 963 residents, located on 111.6 acres. The Subdivision has 3.06 miles of road, serviced and maintained by the Hanover Township Highway Department. Police services are provided by the Cook County Sheriff's Police Department. The Bartlett Fire Protection District provides fire and EMS services to the Subdivision.

In the years since Bridlewood was built, the question of annexation has periodically been raised. A few years ago, the Village began evaluating the expenses and revenues that might be generated with the annexation of this subdivision. This information is useful in answering the periodic questions that arise about annexation and for the Village to perform long range resource and land use planning. For discussion purposes, staff has comprehensively updated the Bridlewood study. As with most properties, the Village has maintained a "wait and see" approach to this annexation, which depends entirely a majority of the residents to band together and request to be annexed.

This subdivision is unique in that it was constructed with Village water and sewer service. The homes/lots were developed in manner somewhat similar to the current development standards of

the Village. However, there are some deviations, which would need to be addressed if the property is annexed.

DISCUSSION:

Annexation Process

The Village surrounds the development on all sides and therefore no other municipalities could annex the property. Traditionally, the Village has considered annexations only in response to requests initiated by the land owner(s).

According to Illinois Statute 65 ILCS 5/7-1-2, Bridlewood annexation would be elective. In order for elective annexation to occur, the following must happen: 1) 51% or more of the owners must sign a written petition for annexation; 2) 51% or more of the electors must sign a written petition for annexation; 3) the Village President and Board of Trustees must agree to annex; 4) A Petition would be filed in Circuit Court; 5) after notice and hearing, the Court would enter the order.

Operations

Bridlewood’s annexation into the Village would not adversely affect current public safety and public works operations within the Village.

Due to significant growth in both the commercial and residential portions of the Western Area, the Police Department has increased staffing to this part of the Village. Two Hoffman Estates “patrol beats” in the west are staffed 24 hours per day. If the Village were to pursue annexation, there would be no need for additional officers.

Bridlewood Farms is surrounded by Fire Station 24’s service area. The Fire Department believes that existing personnel and apparatus can adequately handle Bridlewood’s additional call volume. Current state law requires that, in an instance where a group of homes is removed from a protection district via annexation, the community that is adding the homes must reimburse the district for lost property tax revenue (Illinois Municipal Code 65 5/7-1-1). This reimbursement provision requires a sliding fee scale that is in effect for five years with year one reimbursements as 100% of lost revenue and year five at 20%.

Reimbursement Projections to Bartlett Fire Protection District

Reimbursement 2010	\$124,133
Reimbursement 2011	\$99,307
Reimbursement 2012	\$74,480
Reimbursement 2013	\$49,654
Reimbursement 2014	\$24,827
Total of Payments to BFPD	\$372,401

The Public Works Department does not foresee the need for additional plows and personnel for snow removal, but does need to increase their annual salt purchase to accommodate 3.04 miles of additional road at an annual cost to the Village of \$26,300. Street sweeping of the subdivision three times per year would cost approximately \$1,088.

Bridlewood Homeowner’s currently pay the standard Village water and sewer rate. However, the

subdivision is not serviced by the Village's municipal solid waste collection program. Instead, the homeowner's association for Bridlewood Farms has contracted with a private hauler for the provision of this service. The Village requires all residents to participate in the Village's program. If the subdivision were to be annexed prior to the expiration of the subdivisions current contract, they would have to terminate their existing contract or be allowed to keep the contract until expiration (expiration unknown at this time).

Infrastructure

The annexation study details at length the state of the subdivision's infrastructure. In considering annexation, the following infrastructure needs must be addressed:

Streets and Curbs – The subdivision's pavement is 3" of asphalt over a thick stone base, which does not meet Village standards. If annexation were to occur, in 2019-2024 the Village would have to apply a structural overlay to the Subdivision's current roads. The new road would last the typical 15 years between resurfacings, which would allow for a more cost effective maintenance of these roads. The estimated cost for a structural overlay from 2019-2024 is \$3.5 million.

Storm Sewers - The storm sewer system that services Bridlewood Farms was not inspected at the time of installation by Village staff. As a result, this utility would need to be reviewed – and televised – to determine its actual condition. Prior to annexation, staff suggests a thorough inspection of the storm sewer be conducted to determine the final costs. For the purpose of the study, staff estimates \$35,000 worth of repairs with an additional \$10,000 needed for televising the current system.

Drainage - There is an overland flow problem in the southwest corner of Bridlewood Farms, which causes several backyards, side yards, and pavement areas to flood in the event of heavy rain for an extended period of time. The solution would be to re-grade one or two side yards in this area to allow the water to drain to the next downstream location. Drainage needs would need to be addressed immediately upon annexation and require \$25,000 to repair.

Street Signs – Staff estimates that the street signs located within Bridlewood Farms are over 10 years old and would need to be replaced after annexation. Total cost of sign replacement is \$11, 200.

Street Lights - The streetlights installed in the Bridlewood Farms Subdivision do not meet the criteria established in Village standards for municipal roadway lighting. Bridlewood Farms currently has 33 existing streetlights that need to be replaced due to size, type and direct-bury wiring. Staff estimates that the subdivision will need two more lights, estimating a total of 35 streetlight replacements at \$7,500 per light (\$263,000 total).

Parkway Trees - Very few parkway trees have been installed in the subdivision. Additionally, trees that have been installed are below the Village's (parkway) minimum size requirement of 2.5" in diameter. To bring the subdivision in conformance with Village standards, an additional 300 trees should be planted over an extended period of time in the rights-of-way of the subdivision to meet the minimum tree requirement. Total cost of parkway trees is \$159,600 and would be planted over a four year time span.

On Street Parking Regulation Implementation - Bridlewood residents currently park on both

sides of the street on all roadways. If annexed to the Village, the only roadway in the subdivision large enough to legally capacitate dual-side on-street parking would be McDonough Road. The remainder of the streets in the subdivision would have one side of the street designated as “No Parking.” “No Parking” signage would need to be installed at various locations in the subdivision for a total cost of \$3,800.

Pavement Striping – Staff advises that upon annexation the Village install 24” white preform pavement marking tape stop bars and 400’ double yellow striping along the intersections of Bridlewood and Shoe Factory Road, as well as McDonough and Shoe Factory Road. Estimated cost of the project is \$7,000.

Detention Ponds - Hanover Township currently owns and maintains the detention ponds in the Bridlewood Farms subdivision. It is anticipated that upon annexation, Hanover Township would require the Village, the Park District, or the Homeowners Association to own and maintain the ponds. If the Village must maintain the detention basins, an annual cost of \$5,120 would be needed for repair and mowing services.

Brick Mailboxes - Some Bridlewood homes have brick mailboxes placed in the right-of-way; one house within the subdivision has brick entry walls on either side of the driveway apron. Rigid structures such as these are not permitted under Village code due to liability concerns with the potential of damage to motorized vehicles. Additionally, there is a concern that snowplows may come in contact with these structures. Upon annexation, these mailboxes may be ‘grandfathered’ in or required to be taken down to meet Village code.

FINANCIAL IMPACT:

Revenue

The revenue details are based on the last available average Bridlewood homeowner’s tax bill. Unlike previous updates, including the May 2009 update, homeowner’s exemptions were taken into account when estimating total revenue, therefore decreasing the last Annexation Update projections by \$112,764.

The total estimated property tax revenue for Bridlewood Farms is \$234,877 (for calculation see page 5 of study).

Total estimated income tax is \$74,151.

Total estimated motor fuel tax is \$24,653.

Total estimated local use tax is \$12,231.

Total revenue is \$345,912.

Staff estimates that revenues will continue to increase 2% per year, based on the current economic climate.

Expenditures

The estimated expenditures of annexing Bridlewood, including all infrastructure repairs, municipal services and Bartlett Fire Protection District payments total \$4,424,663. Total one-time expenditures excluding the State mandated payments to the BFPD would be \$4,024,600.

RECOMMENDATION:

Material is presented for discussion of the Bridlewood annexation issue. There are several policy questions involved with this issue. Four possible alternatives regarding the Bridlewood Annexation are listed below:

1. The Village could take a more aggressive position on annexation and initiate efforts to stimulate resident interest with the expectation that all new infrastructure costs will be paid for by the increase in new revenue.
2. The Village could take a more aggressive position on annexation and initiate efforts to stimulate resident interest with the expectation that the homeowners pay a portion or all the new infrastructure costs through a Special Service Area Taxing District, Special Assessment, or similar means.
3. The Village could maintain a “wait and see” approach regarding annexation, and allow interested residents to initiate a request on their own, and wait to address the issue of paying for improvements at the time a request for annexation is made.

The Village could also take the position that the Bridlewood annexation is not desirable.

ATTACHMENTS: 2

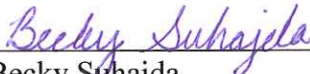
VILLAGE OF HOFFMAN ESTATES

Memo

TO: Jim Norris, Village Manager
FROM: Becky Suhajda, Administrative Intern
RE: **Bridlewood Annexation Presentation**
DATE: November 4, 2009

Due to the font size of certain graphs and tables, as well as the subject of this presentation, a copy of the Bridlewood Annexation PowerPoint presentation has been included to the attached agenda item.

Respectfully Submitted,

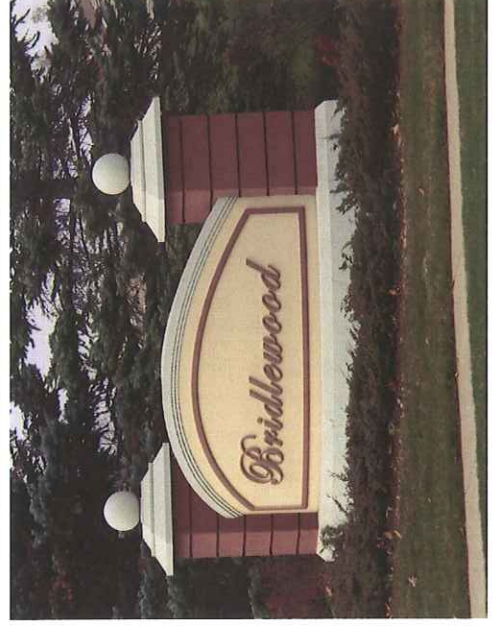


Becky Suhajda
Administrative Intern

Bridlewood Farms Annexation Impact Study

Planning Building & Zoning
Committee

November 9, 2009



History & Annexation Process



History/Annexation Process

- Bridlewood Subdivision was developed in the 1990's in unincorporated Cook County by the Terrestris Corporation.
- The Village surrounds the development on all sides and therefore no other municipalities could annex the property.
- Traditionally, the Village has considered annexations only in response to requests initiated by the land owner(s).
- An annexation of Bridlewood would be elective, requiring 51% of owners and electors to sign a petition desiring annexation into the Village.
- Staff has prepared and updated an impact study on the annexation of the Bridlewood Farms Subdivision.



Aerial View of Bridlewood Farms

Bridlewood Farms



Operations



Bridlewood's General Features

Township	Hanover
County	Cook
Land Area	111.6 acres
Miles of Street	3.04 miles
Units (Homes)	265
Residents per Unit	3.631
Total Population	963
Police Protection	Cook County Sheriff
Fire Protection/EMS	Bartlett Fire Protection District
Street Maintenance	Hanover Township Highway Department
Snow Plowing	Hanover Township Highway Department
Water Service	Village of Hoffman Estates
Sewer Service	Village of Hoffman Estates



Operations - Police Service

- Bridlewood is policed by the Cook County Sheriff's Police Department.
- Currently, the Western Area is patrolled by two Hoffman Estates "police beats" 24 hours per day.
- Hoffman Estate's Police Department does currently respond to calls in Bridlewood, if requested by the Cook County Sheriff's Police Department.
- The Police Department does not foresee a need for additional officers or routes upon annexation of Bridlewood.



Operations - Police Service Continued

Crime Statistics Descriptor	2007	2008
Cook County Sheriff Part 1 Crime Incidences Burglary – Forcible, Theft and Arson	9	5
Cook County Sheriff Part 2 Crime Incidences – Simple Battery, Criminal Trespass/Damage and Disorderly Conduct	25	25
Cook County Sheriff Service Call Incidences – Premise Checks, Public Complaints and Suspicious Acts	114	71



Operations - Fire Service

- Bridlewood subdivision is currently serviced by the Bartlett Fire Protection District.
- Bridlewood is surrounded by the Station 24 service district.
- The Fire Department believes that these additional calls could be handled by existing personnel and apparatus at new Station 24.
- Response time will be less than 3 minutes.



Operations - Fire Service Continued

- Current state law requires that, in an instance where a group of homes is removed from a protection district via annexation, the community that is adding the homes must reimburse the district for lost property tax revenue (Illinois Municipal Code 65 5/7-1-1).

<i>Reimbursement Projections to Bartlett Fire Protection District</i>	
Reimbursement 2010	\$124,133
Reimbursement 2011	\$99,307
Reimbursement 2012	\$74,480
Reimbursement 2013	\$49,654
Reimbursement 2014	\$24,827
Total of Payments to BFPD	\$372,401



Operations - Misc. Services

- **Water and Sewer** – Bridlewood homeowners currently pay the standard Village water and sewer rate.
- **Solid Waste Collection** – The subdivision is currently under a private contract and would have to integrate into the Village's solid waste program.
- **Snow Plowing** – 3.04 miles of road would be added to Public Works snow plow routes. Adding \$26,300 per year for salt and plowing. However, there is no need for additional staffing.
- **Street Sweeping** – The streets would be cleaned 3 times per year adding \$1,088 to the budget.



Infrastructure



Infrastructure

The costs of the upcoming infrastructure needs can be addressed through the following options:

1. Absorption of the costs.
2. Require Bridlewood property owners to pay for the upgrades.
3. Wait for the Bridlewood residents to request annexation on their own and address the cost of infrastructure at that time.



Infrastructure Issues

topic	cost	year of replacement
Streets & Curbs	\$3,500,000	2019-2024
Storm Sewers	\$10,000 + \$35,000	2010
Drainage Issues	\$25,000	2010
Street Signs	\$11,200	2011
Streetlights	\$263,000	2011 - 2013
Parkway Trees	\$159,600	2011 - 2014
Implementation of Village On Street Parking (signs)	\$3,800	2011
Pavement Striping	\$7,000	2011
Detention Ponds	\$5,120	annually





Infrastructure - Structural Overlay

- The subdivision's pavement is 3" of asphalt over a thick stone base, which does not meet Village standards.
- If annexation were to occur, in 2019-2024, the Village would have to apply a structural overlay to the Subdivision's current roads.
- The new road would last the typical 15 years between resurfacings, which would allow for a more cost effective maintenance of these roads.
- The estimated cost for a structural overlay in 2019 to 2024 is \$3.5 million.

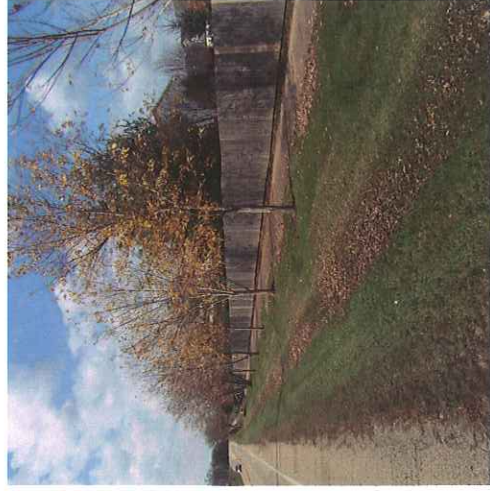




Infrastructure Issues

topic	cost	year of replacement
Streets & Curbs	\$3,500,000	2019-2024
Storm Sewers	\$10,000 + \$35,000	2010
Drainage Issues	\$25,000	2010
Street Signs	\$11,200	2011
Streetlights	\$263,000	2011 - 2013
Parkway Trees	\$159,600	2011 - 2014
Implementation of Village On Street Parking (signs)	\$3,800	2011
Pavement Striping	\$7,000	2011
Detention Ponds	\$5,120	annually

Infrastructure Issues Continued



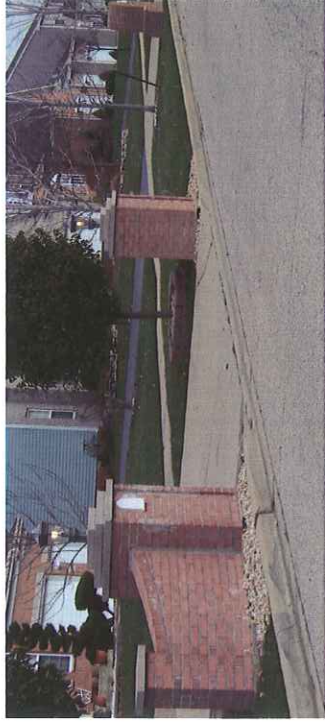
Parkway Trees - Very few parkway trees have been installed in the subdivision. trees that have been installed are below the Village's (parkway) minimum size requirement of 2.5" in diameter.



Street Lights - The streetlights in the Subdivision do not meet the criteria established in Village standards for municipal roadway lighting. The 33 existing streetlights need to be replaced due to size, type and direct-bury wiring.



Infrastructure Issues Continued



Brick Mailboxes - Some Bridlewood homes have brick mailboxes placed in the right-of-way. Rigid structures such as these are not permitted under Village code due to liability concerns with the potential of damage to motorized vehicles.



Detention Ponds - Hanover Township currently owns and maintains the detention ponds in the Bridlewood subdivision. It is anticipated that upon annexation, Hanover Township would require the Village, the Park District, or the Homeowners Association to own and maintain the ponds. The Village does not willingly maintain detention ponds.



Revenues



Revenues - Average Bridlewood Tax Bill

3,262.65
 (on time)

Property Index Number (PIN) Volume Code Tax Year (Payable In) Township

TAX CALCULATOR

IF PAID LATE 01/02/09 - 02/01/09
 \$ 3,409.47

IF PAID LATE 12/02/08 - 01/01/09
 \$ 3,360.53

IF PAID LATE 11/04/08 - 12/01/08
 \$ 3,311.59

LATE PENALTY IS 1.5% PER MONTH, BY STATE LAW.

THANK YOU FOR YOUR FIRST INSTALLMENT PAYMENT OF:
 \$ 2,846.99 ON 02-16-08
 PAY THIS BILL AT COOKCOUNTYTREASURER.COM OR ANY CHASE BANK.

2006 Assessed Value 39,847
 2007 Property Value 308,500
 2007 Assessment Level X 16%

2007 Assessed Value = 49,360
 2007 State Equalization Factor X 2.8439
 2007 Equalized Assessed Value (EAV) = 140,375
 2007 Local Tax Rate X 5.690%
 2007 Total Tax Before Exemptions = 7,987.34

Homeowner's Exemption - 1,877.70
 Senior-Citizen Exemption - .00
 Senior Assessment Freeze Exemption .00

2007 Total Tax After Exemptions = 6,109.64
 First Installment 2,846.99
 Second Installment 3,262.65
 Total 2007 Tax (Payable in 2008) = 6,109.64

Property location and classification for this PIN

Taxing District	2007 Tax	2007 Rate	Pension	2006 Tax	2006 Rate
SUBURBAN T B SANITARIUM	0.00	0.000		4.52	0.005
NW MOSQUITO ABATEMENT	8.59	0.008		8.13	0.009
WATER RECLAMATION DIST	292.40	0.283	16.10	256.60	0.284
BARTLETT FIRE DISTRICT	466.01	0.434	17.18	460.80	0.510
GAIL BORDEN LIBRARY DIST	360.78	0.336	23.62	325.27	0.350
HOFFMAN ESTATES PARK DIST	450.98	0.420	41.87	430.98	0.477
LAKE CO. TAX OBJECTION-D220	56.91	0.053		58.73	0.065
CMY UNIT SCHOOL DIST 220	3,380.17	3.148	113.81	3,126.18	3.460
HARPER COLLEGE DIST 512	279.18	0.260	4.29	260.21	0.288
COMM. MENTAL HEALTH DIST.	35.43	0.033		33.43	0.037
ROAD AND BRIDGE HANOVER	57.98	0.054		54.21	0.060
HANOVER GENERAL ASSISTANCE	11.81	0.011		10.84	0.012
TOWN OF HANOVER	170.73	0.159	10.73	160.83	0.178
FOREST PRESERVE DISTRICT	56.91	0.053	1.07	51.50	0.057
CONSOLIDATED ELECTIONS	12.89	0.012		0.00	0.000
COUNTY OF COOK	199.69	0.186	66.57	241.23	0.267
COOK COUNTY PUBLIC SAFETY	179.32	0.167		117.46	0.130
COOK COUNTY HEALTH FACIL.	99.86	0.093		93.05	0.103
(DO NOT PAY THESE TOTALS)	6,109.64	5.690		5,693.98	6.302



Impact on Bridlewood Tax Bills

Increase in Average Bridlewood Resident's Tax Bill

Village of Hoffman Estates Tax	\$886.33
Bartlett Fire Protection District Tax	- <u>\$466.01</u>
Increase (in dollars) of total tax bill	\$420.32
Increase (percentage) of total tax bill	6.87%



2010 Revenue Summary

Property Tax Revenue	-	\$234,877
Income Tax Revenue	-	\$74,151
Motor Fuel Tax Revenue	-	\$24,653
Local Use Tax	-	\$12,231
		TOTAL REVENUE - \$345,912*

*estimated to raise 2% annually





20 Year Revenue/Expenditure Summary

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Street Core Sampling	\$10,000																			
Structural Overlay										\$3,500,000										
Storm Sewer Televising	\$10,000																			
Drainage Repairs	\$25,000																			
Storm Sewer Repairs		\$35,000																		
Street Sign Replacement				\$11,200																
Street Light Replacement																				
Trees Additions	\$65,750	\$65,750	\$65,750	\$65,750	\$65,750															
Parking Signs Additions	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920														
Pavement Striping	\$3,800	\$7,000																		
Street Sweeping	\$1,088	\$1,121	\$1,154	\$1,189	\$1,225	\$1,261	\$1,299	\$1,338	\$1,378	\$1,420	\$1,462	\$1,506	\$1,551	\$1,598	\$1,646	\$1,695	\$1,746	\$1,798	\$1,852	\$1,908
Snow Plowing	\$26,500	\$27,089	\$27,902	\$28,739	\$29,601	\$30,489	\$31,404	\$32,346	\$33,316	\$34,316	\$35,345	\$36,406	\$37,498	\$38,623	\$39,781	\$40,975	\$42,204	\$43,470	\$44,774	\$46,118
Mowing	\$5,120	\$5,274	\$5,432	\$5,595	\$5,763	\$5,935	\$6,114	\$6,297	\$6,486	\$6,680	\$6,881	\$7,087	\$7,300	\$7,519	\$7,744	\$7,977	\$8,216	\$8,463	\$8,716	\$8,978
Payments to BFPD		\$124,133	\$99,307	\$74,480	\$49,654	\$24,827														
Total Expenditures	\$51,208	\$266,086	\$231,465	\$218,873	\$185,912	\$94,433	\$38,817	\$39,981	\$41,180	\$3,542,416	\$43,688	\$44,999	\$46,349	\$47,739	\$49,172	\$50,647	\$52,166	\$53,731	\$55,343	\$57,003
Revenues																				
Property Taxes	\$234,877	\$239,575	\$244,366	\$249,253	\$254,238	\$259,323	\$264,510	\$269,800	\$275,196	\$280,700	\$286,314	\$292,040	\$297,881	\$303,838	\$309,915	\$316,114	\$322,436	\$328,885	\$335,462	\$342,171
Income Taxes	\$74,151	\$75,634	\$77,147	\$78,690	\$80,263	\$81,869	\$83,506	\$85,176	\$86,880	\$88,617	\$90,390	\$92,197	\$94,041	\$95,922	\$97,841	\$99,797	\$101,793	\$103,829	\$105,906	\$108,024
Motor Fuel Taxes	\$24,653	\$25,146	\$25,649	\$26,162	\$26,685	\$27,219	\$27,763	\$28,319	\$28,885	\$29,463	\$30,052	\$30,653	\$31,266	\$31,891	\$32,529	\$33,180	\$33,843	\$34,520	\$35,211	\$35,915
Local Use Tax	\$12,231	\$12,476	\$12,725	\$12,980	\$13,239	\$13,504	\$13,774	\$14,050	\$14,331	\$14,617	\$14,910	\$15,208	\$15,512	\$15,822	\$16,139	\$16,461	\$16,791	\$17,126	\$17,469	\$17,818
Total Revenues	\$345,912	\$345,830	\$349,887	\$347,085	\$347,426	\$348,1915	\$349,553	\$349,744	\$349,5291	\$413,397	\$421,665	\$430,098	\$438,700	\$447,474	\$456,424	\$465,552	\$474,863	\$484,360	\$494,048	\$503,928
NET GAIN (LOSS)	\$294,704	\$86,744	\$128,422	\$148,212	\$190,514	\$287,482	\$350,737	\$357,363	\$364,111	-\$3,129,019	\$377,976	\$385,099	\$392,351	\$399,735	\$407,252	\$414,905	\$422,697	\$430,629	\$438,704	\$446,925



Adjusted 20 Year Revenue/Expenditure Summary

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	
Street Core Sampling	\$10,000																				
Street Structural Overlay	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000
Storm Sewer Televising	\$10,000																				
Drainage Repairs	\$25,000																				
Storm Sewer Repairs			\$35,000																		
Street Sign Replacement				\$11,200																	
Street Light Replacement	\$65,750	\$65,750	\$65,750	\$65,750	\$65,750																
Parkway Trees Additions	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920																
Parking Signs Additions	\$3,800																				
Pavement Striping	\$7,000																				
Street Sweeping	\$1,450	\$1,494	\$1,538	\$1,584	\$1,632	\$1,681	\$1,731	\$1,783	\$1,837	\$1,892	\$1,949	\$2,007	\$2,067	\$2,129	\$2,193	\$2,259	\$2,327	\$2,397	\$2,469	\$2,543	
Snow Plowing	\$26,300	\$27,089	\$27,902	\$28,739	\$29,601	\$30,489	\$31,404	\$32,346	\$33,316	\$34,316	\$35,345	\$36,406	\$37,498	\$38,623	\$39,781	\$40,975	\$42,204	\$43,470	\$44,774	\$46,118	
Mowing	\$5,120	\$5,274	\$5,432	\$5,595	\$5,763	\$5,935	\$6,114	\$6,297	\$6,486	\$6,680	\$6,881	\$7,087	\$7,300	\$7,519	\$7,744	\$7,977	\$8,216	\$8,463	\$8,716	\$8,978	
Payments to BFPD		\$124,133	\$99,307	\$74,480	\$49,654	\$24,837															
Total Expenditures	\$255,120	\$441,459	\$406,849	\$394,268	\$359,320	\$269,853	\$214,249	\$215,426	\$216,639	\$217,888	\$219,175	\$220,500	\$221,865	\$223,271	\$224,719	\$226,211	\$227,747	\$229,330	\$230,959	\$232,638	
Revenues																					
Property Taxes	\$234,877	\$239,575	\$244,366	\$249,253	\$254,238	\$259,323	\$264,510	\$269,800	\$275,196	\$280,700	\$286,314	\$292,040	\$297,881	\$303,838	\$309,915	\$316,114	\$322,456	\$328,885	\$335,462	\$342,171	
Income Taxes	\$74,151	\$75,634	\$77,147	\$78,690	\$80,263	\$81,869	\$83,506	\$85,176	\$86,880	\$88,617	\$90,390	\$92,197	\$94,041	\$95,922	\$97,841	\$99,797	\$101,793	\$103,829	\$105,906	\$108,024	
Motor Fuel Taxes	\$24,653	\$25,146	\$25,649	\$26,162	\$26,685	\$27,219	\$27,763	\$28,319	\$28,885	\$29,463	\$30,052	\$30,653	\$31,266	\$31,891	\$32,529	\$33,180	\$33,843	\$34,520	\$35,211	\$35,915	
Local Use Tax	\$12,231	\$12,476	\$12,725	\$12,980	\$13,239	\$13,504	\$13,774	\$14,050	\$14,331	\$14,617	\$14,910	\$15,208	\$15,512	\$15,822	\$16,139	\$16,461	\$16,791	\$17,126	\$17,469	\$17,818	
Total Revenues	\$345,912	\$352,830	\$359,887	\$367,085	\$374,426	\$381,915	\$389,553	\$397,344	\$405,291	\$413,397	\$421,665	\$430,098	\$438,700	\$447,474	\$456,424	\$465,552	\$474,863	\$484,360	\$494,048	\$503,928	
NET GAIN (LOSS)	\$130,792	-\$88,629	-\$46,962	-\$27,184	\$15,107	\$112,062	\$175,304	\$181,918	\$188,652	\$195,509	\$202,490	\$209,598	\$216,835	\$224,203	\$231,704	\$239,341	\$247,116	\$255,031	\$263,088	\$271,290	

Conclusions



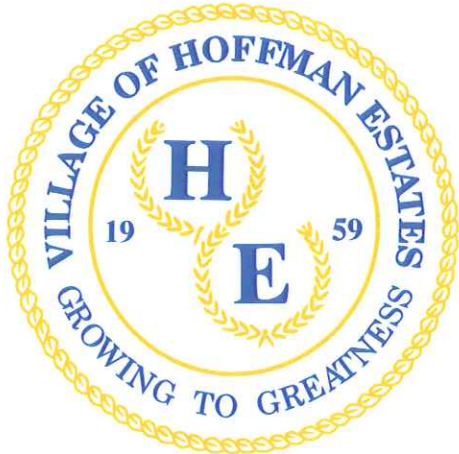
Policy Questions

- Four possible alternatives regarding the Bridlewood Annexation:
 1. Actively promote annexation and absorb costs
 2. Actively promote annexation and require property owners to pay for infrastructure upgrades
 3. Wait for residents to request annexation on their own and address infrastructure costs at that time
 4. Take position that annexation is not desirable at this time.



BRIDLEWOOD ANNEXATION IMPACT STUDY

VILLAGE OF HOFFMAN ESTATES



UPDATED NOVEMBER 2009

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Executive Summary

Background

The Bridlewood Farms subdivision is located in what is considered the “Western Area” of Hoffman Estates. Built in the mid-1990’s by Terrestris Development Corp. and completed by subsequent developer Concord Homes, the subdivision is comprised of strictly residential properties that vary from \$400,000-\$550,000+ in true market value. The property is located immediately south of the Northwest Tollway (I-90) and is comprised of 265 homes with 963 residents (based on the 2000 census).

Purpose of Analysis

This document is an evaluative study considering the implications that annexation of the subdivision known as Bridlewood Farms would have on Village resources.

The Annexation Process

There are two types of annexation: forced and elective. Forced annexation guidelines require the satisfaction of two criteria; first, that the target property be less than 60 acres in size and second, that it be surrounded by the prevailing municipality. The Bridlewood Farms subdivision fails to meet either requirement. Alternatively, elective annexation requires a petition signed by 51% of homeowners and 51% of electors.

Annexation of the Bridlewood Farms property would be most convenient during the fall of any given year as it would ensure the least amount of time between the commencement of municipal service delivery and receipt of property tax and other revenues due to the Village of Hoffman Estates.

Conclusions

Based on staff estimates and tentative dates for the addition, repair, or replacement of certain items within the Bridlewood Farms subdivision, the following time-series revenue and expenditure summary is provided:

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Total Expenditures	\$225,120	\$441,459	\$406,849	\$394,268	\$359,320	\$269,853	\$214,249	\$215,426	\$216,639	\$217,888
Total Revenues	\$345,912	\$352,830	\$359,887	\$367,085	\$374,426	\$381,915	\$389,553	\$397,344	\$405,291	\$413,397
NET GAIN (LOSS)	\$120,792	(\$88,629)	(\$46,962)	(\$27,184)	\$15,107	\$112,062	\$175,304	\$181,918	\$188,652	\$195,509

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	\$219,175	\$220,500	\$221,865	\$223,271	\$224,719	\$226,211	\$227,747	\$229,330	\$230,959	\$232,638
	\$421,665	\$430,098	\$438,700	\$447,474	\$456,424	\$465,552	\$474,863	\$484,360	\$494,048	\$503,928
	\$202,490	\$209,598	\$216,835	\$224,203	\$231,704	\$239,341	\$247,116	\$255,031	\$263,088	\$271,290

Revenue Summary

Property Taxes

Total Bridlewood EAV 2007	13,080,400
State Equalizer	<u>x 2.8439</u>
	37,199,349

Divided by 100	371,994
Village Tax Rate	<u>x .82</u>
	305,035

Deductions:	
Estimated Homeowner's Exemptions (23%)	70,158

Total Estimated Property Tax Revenue \$234,877

Income Taxes

Population (estimate)	963	
Estimated Per Capita Income Tax	77.00	
Total Estimated Income Tax Revenue		\$ 74,151

Motor Fuel Taxes

Population	963	
Estimated Per Capita MFT tax	25.60	
Total Estimated MFT Tax Revenue		\$ 24,653

Local Use Taxes

Population	963	
Estimated Per Capita LU Tax	12.70	
Total Estimated LU Tax Revenue		\$ 12,231

ESTIMATED TOTAL PROJECTED REVENUE (per year) \$ 345,912

Expenditure Summary

	Amount	Est. Expend Date	Frequency	Page
Streets/Sidewalks/Curbs				
Core Sampling	\$10,000	2010	One-Time	Page 11
Structural Overlay	\$3,500,000	2019	One-Time	Page 11
Storm Sewers				
Televising	\$10,000	2010	One-Time	Page 11
Repairs	\$35,000	2012	One-Time	Page 11
Drainage Issues	\$25,000	2010	One-Time	Page 12
Street Signs/Traffic Controls				
Replacement	\$11,200	2013	One-Time	Page 12
Street Lights				
Replacement	\$263,000	2011-2014	One-Time	Page 12
Parkway Trees				
Addition	\$159,600	2011-2015	One-Time	Page 13
Parking Signs				
Addition	\$3,800	2011	One-Time	Page 13
Pavement Striping				
Addition	\$7,000	2011	One-Time	Page 13
Street Sweeping				
3 times per year	\$1,088	Ongoing	Annual	Page 15
Snow Plowing				
As needed	\$26,300	Ongoing	Annual	Page 15
Mowing				
As needed	\$5,274	Ongoing	Annual	Page 14
Fire Protection				
Payments to BFPD	\$372,401	2010-14	One-Time	Page 18
Total Estimated One Time Expenditures*	\$4,397,001			
Total Estimated Annual Expenditures	\$27,662			

TOTAL ESTIMATED EXPENDITURES **\$4,424,663**

* Total one-time expenditures excluding the State mandated payments to the BFPD would be \$4,024,600. This would amount to an assessment of \$15,188 per lot if property owners were to bring the development up to Village standards as a condition of annexation.

20 Year Revenue/Expenditure Summary

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Street Core Sampling	\$10,000																			
Street Structural Overlay	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000
Storm Sewer Televising	\$10,000																			
Drainage Repairs	\$25,000																			
Storm Sewer Repairs		\$35,000																		
Street Sign Replacement				\$11,200																
Street Light Replacement	\$65,750	\$65,750	\$65,750	\$65,750	\$65,750	\$65,750	\$65,750	\$65,750	\$65,750	\$65,750	\$65,750	\$65,750	\$65,750	\$65,750	\$65,750	\$65,750	\$65,750	\$65,750	\$65,750	\$65,750
Parkway Trees Additions	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920
Parking Signs Additions	\$3,800																			
Pavement Striping	\$7,000																			
Street Sweeping	\$1,450	\$1,494	\$1,538	\$1,584	\$1,632	\$1,681	\$1,731	\$1,785	\$1,837	\$1,892	\$1,949	\$2,007	\$2,067	\$2,129	\$2,193	\$2,259	\$2,327	\$2,397	\$2,469	\$2,543
Snow Plowing	\$26,300	\$27,089	\$27,922	\$28,739	\$29,601	\$30,489	\$31,404	\$32,346	\$33,316	\$34,316	\$35,345	\$36,406	\$37,498	\$38,623	\$39,781	\$40,975	\$42,204	\$43,470	\$44,774	\$46,118
Mowing	\$5,170	\$5,274	\$5,432	\$5,605	\$5,763	\$5,945	\$6,114	\$6,297	\$6,486	\$6,680	\$6,881	\$7,087	\$7,300	\$7,519	\$7,744	\$7,977	\$8,216	\$8,463	\$8,716	\$8,978
Payments to BFPP	\$124,133	\$99,327	\$74,800	\$74,800	\$10,651	\$21,827														
Total Expenditures	\$225,120	\$441,459	\$406,849	\$394,268	\$359,320	\$269,853	\$214,249	\$215,426	\$216,639	\$217,888	\$219,175	\$220,500	\$221,865	\$223,271	\$224,719	\$226,211	\$227,747	\$229,330	\$230,959	\$232,638
Revenues																				
Property Taxes	\$234,877	\$259,275	\$244,596	\$249,225	\$254,238	\$259,513	\$264,910	\$269,830	\$275,196	\$280,900	\$286,914	\$291,040	\$297,881	\$303,858	\$309,973	\$316,114	\$322,436	\$328,882	\$335,462	\$342,171
Income Taxes	\$74,151	\$75,634	\$77,147	\$78,690	\$80,263	\$81,869	\$83,506	\$85,176	\$86,880	\$88,617	\$90,390	\$92,197	\$94,041	\$95,922	\$97,841	\$99,797	\$101,793	\$103,829	\$105,906	\$108,024
Motor Fuel Taxes	\$4,653	\$5,145	\$5,640	\$6,167	\$6,685	\$7,219	\$7,763	\$8,316	\$8,885	\$9,467	\$10,057	\$10,653	\$11,266	\$11,897	\$12,539	\$13,180	\$13,843	\$14,520	\$15,211	\$15,915
Local Use Tax	\$12,231	\$12,475	\$12,725	\$12,980	\$13,239	\$13,504	\$13,774	\$14,050	\$14,331	\$14,617	\$14,910	\$15,208	\$15,512	\$15,822	\$16,139	\$16,461	\$16,791	\$17,126	\$17,469	\$17,818
Total Revenues	\$345,912	\$352,833	\$359,837	\$367,085	\$374,426	\$381,915	\$389,553	\$397,344	\$405,291	\$413,397	\$421,665	\$430,098	\$438,700	\$447,474	\$456,424	\$465,552	\$474,863	\$484,360	\$494,048	\$503,928
NET GAIN (LOSS)	\$120,792	-88,629	-46,952	-27,184	\$15,107	\$112,062	\$175,304	\$181,918	\$188,652	\$195,509	\$202,490	\$209,598	\$216,835	\$224,203	\$231,704	\$239,341	\$247,116	\$255,031	\$263,088	\$271,290

Assumptions/Notes:

- Population increase of 963 persons
- Historically, the Village has used a 3% annual growth tax rate to project revenue. Due to the current economic climate, a 2% annual growth property, income, motor fuel, and local use tax rate is assumed for the next seven years.
- Structural overlay priced at 2019-2024 dollars. The table represents the yearly cost (over 20 years) of the structural overlay.

General Features of Bridlewood Farms

Township	Hanover
County	Cook
Land Area	111.6 acres
Units (Homes)	265
Lot Sizes	10,120 square feet (approximately ¼ acre)
Completion Date	Phase I: 1995; Phase II: 1996; Phase III: 1997
Developer	Terrestris Corporation
Zoning (Cook County)¹	R-5 PUD
Miles of Street	3.04 miles
Cul-de-Sacs	4
Residents per Unit²	3.631
Total Population	963
Outstanding Recaptures	None
Water Service	Village of Hoffman Estates
Sewer Service	Village of Hoffman Estates
Police Protection	Cook County Sheriff
Fire Protection	Bartlett Fire Protection District
Paramedic Service	Bartlett Fire Protection District
Street Maintenance	Hanover Township Highway Department
Snow Plowing	Hanover Township Highway Department
Library District	Gail Borden Library District
School District	School District 220 and U46
Park District	Hoffman Estates Park District

¹ Equivalent Village of Hoffman Estates zoning is R-3.

² Village Subdivision Code – Table 1 Detached Single Family – four bedroom

Police Call Statistics for Bridlewood Farms

Types of calls within Bridlewood Farms

The following information was provided by the Cook County Sheriff's Department, which is responsible for police service to the Bridlewood Farms subdivision.

Cook County Sheriff Part 1 Crime Stats for Bridlewood Subdivision: 2007-2008

Descriptor	2007	2008
Murder/Manslaughter		
Attempt Murder/Manslaughter		
Criminal Sexual Assault		
Attempt Criminal Sexual Assault		
Armed Robbery		
Aggravated Assault		
Burglary - Forcible	7	
Burglary - No Force		
Attempt Burglary		
Theft - Over \$300	1	2
Theft - Under \$300		3
Attempt Theft		
Motor Vehicle Theft		
Attempt Motor Vehicle Theft		
Arson	1	
Attempt Arson		
Part 1 Crime Index Total	9	5

Cook County Sheriff Part 2 Crime Stats for Bridlewood Subdivision: 2007-2008

Descriptor	2007	2008
Simple Battery	2	
Simple Assault	2	1
Deception & Attempts	1	2
Criminal Trespass/Damage	7	10
Vandalism		
Sex Offenses		
Offenses Involving Children	8	4
Cannabis Control Act		
Drug Paraphernalia Act		
Liquor Act		
Driving Under the Influence		
Motor Vehicles Offenses		
Disorderly Conduct	4	4
Other Criminal Offenses	1	4
Part 2 Crime Index Total	25	25

Cook County Sheriff Service Call Stats for Bridlewood Subdivision: 2007-2008

Descriptor	2007	2008
Accidents - Injury		
Accidents - Property Damage		
Hazardous Driving		
Non-Moving Violations		
Other Traffic Tickets/Services		
Assist Other Agency	4	4
Public Service	15	9
Public Service - Premise Check	26	27
Public Complaint	8	4
Public Complaint - False Alarm	28	17
Suspicious Acts	11	3
Suspicious Acts - Phone Calls	14	5
Animal Complaints	4	1
Lost, Found Missing Items	1	
Mental Health, Suicide Attempts		
Sudden death		
Traffic & Other Activities	3	
Crime Hazard Alerts		1
Total Dept. Service/Activities	114	71

Rights-of-Way Issues

The following information is based on 2009 dollars and assumes, for the sake of discussion, that annexation would occur within one year.

Topic	Streets & Curbs
Units	3.04 miles of streets
Repair/Replace Cost	\$3,500,000 (Future Costs)
Repair/Replace Window	2019-2024
Additional Cost	\$10,000 for pavement core samples
Additional Cost Window	2010
Staff Summary	Good pavement, though thin; core sampling needed

Discussion

Staff conducted a Pavement Condition Rating and concluded the following:

Given the subdivision recording dates in the mid-1990s, the oldest streets in the subdivision are in the 12-year age range. The pavement in this subdivision is believed to be 3", which is one inch short of the Village standard of 4".

Due to the shallow depth of the pavement, a simple overlay (where pavement is ground down by an inch and then recoated) is not recommended, as the action would not be amenable to the long-term durability of the road. The estimated cost for a simple overlay for the Bridlewood Farms subdivision is \$900,000; expected useful life before major reconstruction is 15 years.

Instead, a structural overlay is recommended. In this process, the pavement is ground down by 3" and is replaced by 4" of new pavement. The new result is a more durable street. The estimated cost for a structural overlay for the Bridlewood Farms subdivision in 2019 is \$3,500,000; expected useful life before major reconstruction is 25 years. This price also includes upgrading the sidewalk ramps to conform with new ADA standards.

Topic	Storm Sewers
Units	N/A
Repair/Replace Cost	\$35,000
Repair/Replace Window	N/A
Additional Cost	\$10,000
Additional Cost Window	2010
Staff Summary	Storm sewers need to be closely inspected for analysis

Discussion

The storm sewer system that services Bridlewood Farms was not inspected at the time of installation by Village staff. As a result, this utility would need to be reviewed – and televised – to determine its actual condition. To do so, the Hoffman Estates Department of Public Works would have to spend approximately 3 to 5 days to inspect all the manholes in this subdivision. Additionally, televising of the system would be required.

For the purposes of analysis, however, staff is estimating repair costs around \$35,000. Prior to acceptance a thorough inspection must be performed to determine the final cost.

Topic	Drainage Issues
Units	N/A
Repair/Replace Cost	\$25,000
Repair/Replace Window	2010
Staff Summary	Drainage needs to be addressed immediately.

Discussion

There is an overland flow problem in the southwest corner of Bridlewood Farms, which causes several backyards, side yards, and pavement areas to flood in the event of heavy rain for an extended period of time. The solution would be to re-grade one or two side yards in this area to allow the water to drain to the next downstream location.

Topic	Fire Hydrants
Units	42
Repair/Replace Cost	\$0
Repair/Replace Window	N/A
Staff Summary	Functional

Discussion

Rates for water service cover the costs of water system maintenance including fire hydrants.

Topic	Street Signs
Units	19 street name signs; 24 speed limit signs; 20 stop signs; 25 no parking signs
Repair/Replace Cost	\$11,200
Repair/Replace Window	2011
Staff Summary	Signage needs to be replaced.

Discussion

The street signs – defined as speed limit, stop and street name signs-are estimated to be ten years old (Villages' standard sign life) and would, due to physical weathering, require replacement upon annexation. No parking signs would need to be added to each street in the Bridlewood Subdivision.

Topic	Streetlights
Units	29 street lights
Repair/Replace Cost	\$263,000
Repair/Replace Window	2011 - 2013
Staff Summary	Lights are not the standard used Village-wide

Discussion

The streetlights installed in the Bridlewood Farms subdivision do not meet the criteria established in Village standards for municipal roadway lighting.

There are currently 33 existing streetlights in Bridlewood. The light pole, luminaire head, mast arm and underground wiring does not meet current Village standards. Specifically, the wiring for the lights was installed using the direct-bury method, resulting in wiring being close to the surface. As such, it is more prone to damage and power disruption from even minor dig-ups. Due to the type of luminaire head, the light dispersion does not illuminate the street area. Staff's evaluation also revealed two additional street light locations, bringing the total number of streetlights that need to be rewired and replaced to 35 at \$7,500 apiece.

Topic	Parkway Trees
Units	300 trees
Repair/Replace Cost	\$159,600
Repair/Replace Window	2011-2014
Staff Summary	Trees undersized, few in number

Discussion

Very few parkway trees have been installed in the subdivision. Additionally, trees that have been installed are below the Village's (parkway) minimum size requirement of 2.5" in diameter. It appears that individual property owners installed these trees. To bring the subdivision in conformance with Village standards, an additional 300 trees should be planted over an extended period of time in the rights-of-way of the subdivision to meet the minimum tree requirement.

Topic	Implementation of Village on Street Parking (signs)
Units	30+ signs
Repair/Replace Cost	\$3,800
Repair/Replace Window	2011
Staff Summary	Signage required designating no parking zones

Discussion

Bridlewood residents currently park on both sides of the street on all roadways.

If annexed to the Village, the only roadway in the subdivision large enough to legally capacitate dual-side on-street parking (defined as a street with a right-of-way greater than 66') would be McDonough Road (80' right-of-way). The remainder of the streets in the subdivision would have one side of the street designated as "No Parking."

"No Parking" signage would need to be installed at various locations in the subdivision.

Topic	Pavement Striping
Units	20 Stop Signs
Repair/Replace Cost	\$7,000
Repair/Replace Window	2011
Staff Summary	No Pavement markings within the subdivision

Discussion

Staff advises that upon annexation the Village install 24” white preform pavement marking tape stop bars and 400’ double yellow striping along the intersections of Bridlewood and Shoe Factory Road, as well as McDonough and Shoe Factory Road.

Topic	Brick Mailboxes
Units	N/A
Repair/Replace Cost	N/A
Repair/Replace Window	Prior to acceptance
Staff Summary	Brick mailboxes prevalent, not allowed in Village code

Discussion

Some Bridlewood homes have brick mailboxes placed in the right-of-way; one house within the subdivision has brick entry walls on either side of the driveway apron. Rigid structures such as these are not permitted under Village code due to liability concerns with the potential of damage to motorized vehicles. Additionally, there is a concern that snowplows may come in contact with these structures. Upon annexation, these mailboxes may be ‘grandfathered’ in or required to be taken down to meet Village code.

Topic	Detention Ponds
Units	\$5,120 annually
Repair/Replace Cost	N/A
Repair/Replace Window	Determination prior to acceptance
Staff Summary	Ownership and maintenance of the detention ponds.

Discussion

Hanover Township currently owns and maintains the detention ponds in the Bridlewood subdivision. It is anticipated that upon annexation, Hanover Township would require the Village, the Park District, or the Homeowners Association to own and maintain the ponds. The Village does not willingly maintain detention ponds.

In the past, the Hoffman Estates Park District has accepted ownership responsibility for detention ponds of subdivisions out West and of this size. It is unknown at this time if the Park District would own and maintain the detention ponds upon annexation.

If the Park District does not take over these detention basins, the Village will incur annual mowing costs and other minor detention basin maintenance issues. The price listed above reflects cost of Village ownership for mowing and maintenance of the detention basins

General Service Issues

The following information is based on 2009 dollars and assumes that annexation would occur within one year.

Topic	Water & Sewer Service
Units	N/A
Cost	N/A
Cost Window	N/A

Discussion

Bridlewood Homeowners currently pay the standard Village water and sewer rate.

Topic	Street Sweeping
Units	4 times per year
Cost	\$1,450
Cost Window	Ongoing

Discussion

Street sweeping would be performed 4 times per year, on 3.04 miles of streets.

Topic	Snow Plowing
Units	N/A
Cost	\$26,300
Cost Window	Ongoing

Discussion

Staff calculates that an additional vehicle would not be required.

Topic	Solid Waste Collection
Units	N/A
Cost	\$0
Cost Window	Ongoing

Discussion

The subdivision is not serviced by the Village's municipal waste collection program. Instead, the homeowner's association for Bridlewood Farms has contracted with a private hauler for the provision of this service. Residents are currently billed a flat fee each month.

It is unknown to Village staff at present when this contract is set to terminate. All residents are required to participate in the Village's program. If the subdivision were to be annexed prior to the expiration of their current contract, they would either be required to drop their current

contract or be allowed to keep it until it expires and then be brought onto the Village program at that time.

Topic	Yard Waste Collection
Units	N/A
Cost	\$0
Cost Window	Ongoing

Discussion

Bridlewood Farms will have the option to participate in the subscription or sticker program as available through the Village’s solid waste collection contractor. The cost of the service would cover the cost to the Village for any increase in tipping fees based on the additional compost tonnage.

Fire Protection Issues

Overview

The Bartlett Fire Protection District currently provides fire and emergency services to the Bridlewood Farms subdivision. The Village of Hoffman Estates, on occasion, has provided mutual aid response to this area for fire and EMS emergency response. These mutual aid responses, when received, originate from Bartlett Fire Protection District due to multiple calls or lengthy response times for their apparatus.

Provision of Service

If the annexation were to occur, the Village of Hoffman Estates Fire Department would be increasing its service area by less than one (1) square mile without significantly increasing the number of fire suppression or EMS responses annually (based on observed calls to the Bridlewood Farms subdivision from 2008 to 2009).

The Fire Department staff believes that these additional calls can be adequately handled by existing personnel and apparatus. Additionally, the subdivision is located within the acceptable-response-time sphere for the new Fire Station 24 located off of Beacon Point Drive, west of Beverly.

Hoffman Estates Fire department response Schedule for Bridlewood Farms

Function	Station	Apparatus	Response Time
Primary Response	24	Engine 24 Ambulance 24	<3 minutes
Secondary Response	22	Engine 22 Ambulance 22 Truck 22	>6 minutes

Current Protection District Response Times

The subdivision is currently served by the Bartlett Fire Protection District and is experiencing emergency response times that exceed the Village's average of four to six minutes. Estimates place current response times at equal to or greater than 15 minutes.

Financial Impact on Bartlett Fire Protection District (BFPD)

Annexation of the subdivision would cause the Bartlett Fire Protection District a loss in property tax revenues of approximately \$124,312.96 per year. The following table elaborates:

Property Tax Revenue Generated by Bridlewood Farms to BFPD

Average EAV	37,199,349
Divided by 100	371,994
Bartlett FPD Tax Rate	x .434
Estimate Tax	161,445.39
Deductions (23%)	- 37,132.43
Total Estimated Property Tax Revenue	\$124,312.96

Village Must Reimburse BFPD for Lost Revenue

Current state law requires that, in an instance where a group of homes is removed from a protection district via annexation, the community that is adding the homes must reimburse the district for lost property tax revenue (Illinois Municipal Code 65 5/7-1-1).

This reimbursement provision requires a sliding fee scale that is in effect for five years with year one reimbursements as 100% of lost revenue and year five at 20%. Staff believes, however, that the lengthy emergency response times would compel the district to negotiate this reimbursement provision.

For the purposes of this review, however, staff has assumed that the expenditure will be required in the event of a Bridlewood Farms annexation. The following table details the costs:

Reimbursement Projections to Bartlett Fire Protection District

Reimbursement 2010	\$124,133
Reimbursement 2011	\$99,307
Reimbursement 2012	\$74,480
Reimbursement 2013	\$49,654
Reimbursement 2014	\$24,827
Total of Payments to BFPD	\$372,401

Home Address Numbering

Village code regarding the proper display of house address numbers would have to be enforced. Homes within the subdivision currently display multiple addressing types, including cursive lettering and block numbering. Some changes may be necessary to those homes whose address numbers are illegible from the street on which it is located.

Water Supply and Hydrants

Water supply and fire hydrant spacing in Bridlewood Farms currently meets Village standards.

Access to Subdivision

Access to the subdivision would not be an issue. Primary access from Shoe Factory Road and secondary access from McDonough Road near Ivy Ridge Subdivision on the west is sufficient.

Other Fire Department services to this area would include inspections, public education, plan reviews, and pre-incident planning. Again, impact on the Village's Fire Department would be minimal. The ability to inspect and enforce codes would be a benefit of annexation.

Emergency Call Transition

In the event of annexation, initial changeover of the emergency 911 service (to default to Northwest Central Dispatch [NWCD] rather than to the Bartlett Fire Protection District) would be necessary. Initial oversight would be required of Hoffman Estates Fire Department staff. Once the transition is complete, the anticipated Fire Department emergency call load would not place a significant additional demand on Village or NWCD staff.

Police Protection Issues

Western Area Development Impacts Police Shifts

Due to significant growth in both the commercial and residential portions of the Western Area, the police Department has increased staffing to this part of the community and added an additional “patrol beat.” Four of the five new officers requested to staff the new “beat” have been hired and are currently in service. Two of these “beats” continue to be staffed 24 hours per day.

Based on staff analysis of “calls for service” and crime information received from Cook County regarding the Bridlewood subdivision, staff anticipates that this area can easily be serviced by existing police personnel already servicing the area(s) around the subdivision and that no new equipment or police staffing would be necessary.

Impact on Bridlewood Farms Tax Bills

Increase in Average Homeowner's Tax Bill

If the Bridlewood subdivision were annexed into Hoffman Estates, the levy for the Bartlett Fire Protection District would be removed in favor of that of the Village of Hoffman Estates. The change would add, on average, \$420.32 per year to the property tax bill of a Bridlewood Farms homeowner. The following table elaborates:

Increase in Average Bridlewood Resident's Tax Bill

Village of Hoffman Estates Tax	\$886.33
Bartlett Fire Protection District Tax	\$466.01
Increase (in dollars)	\$420.32
Increase (percentage) of total tax bill	6.87%

The additional expense to the Bridlewood Farms homeowner would, to some degree, be mitigated by the increased service levels to the community as provided by the Village of Hoffman Estates.

Miscellaneous Issues

Impact of Prospective Annexation on Population

If the Bridlewood Farms subdivision were annexed into Hoffman Estates, the Census Bureau would alter our official population *without* requiring an additional enumeration or special census. The official 2000 decennial census counts for the subdivision, 963, and for the Village as a whole, 49,495 would be combined for a total of 50,294. However, with the addition of the 2003 Special Census Estimate of 50,573, and the Bridlewood Farms area conservatively adding approximately 963 people to the Village, this would bring the official total population to 51,536.

The State of Illinois however would not alter our official population without requiring an additional enumeration or special census. Since the next decennial census will occur in 2010, with results in 2011, the Village could wait a couple years to receive its portion of the Bridlewood Farms subdivision property and income tax revenues generated from the state without the cost of a special census.

Code Enforcement and Permitting

The Code Enforcement Division's primary responsibilities as they pertain to residences can be divided into two distinct categories: enforcement (response to observed or reported violations of codes); and permitting. Due to the age of the homes in Bridlewood, it is anticipated that 25 to 50 permits will be issued annually for roof, deck, water heater, and air-conditioning replacements and repairs. Code education programs would be implemented upon annexation to educate Bridlewood residents on proper maintenance of their homes and Village codes. The first year may yield many enforcement citations due to the difference in code enforcement between the Village and County, but should taper off after the implementation of the education program to less than one incidence per unit per year.



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

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

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

PLAN COMMISSION

OCTOBER 21, 2009 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
Meeting canceled		

NOVEMBER 4, 2009 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
Meeting canceled		

Upcoming Meeting: November 18, 2009

Meeting canceled

Upcoming Meeting: December 2, 2009

No petitioners scheduled yet

Upcoming Petitioners and Related Activities

- St. Alexius Medical Center Campus, 1555 North Barrington Road - Plat of resubdivision*
- Jewel 1485-89 Palatine Road - Site plan amendment for fence removal*
- Southeast corner of Hassell and Barrington - Site plan for gas station/retail buildings*
- Beacon Point Phase II - Annexation Agreement amendment and site plan for residential/commercial development*
- Prairie Stone Parcel 16 - Site plan for hotel and restaurant*
- Prairie Stone Parcel 24 - Plat of resubdivision and site plan amendment for restaurant*
- Shree Jalaram Mandir Expansion, 425 Illinois Boulevard - Site plan for parking and building expansion.*
- Poplar Creek Crossing Shopping Center - Plat of resubdivision and site plan amendment*
- Bright Hope, northwest Corner Hassell and Stonington - Site plan amendment for site improvements*
- Poplar Creek Crossing New Restaurant - Site plan amendment for facade change (administrative approval)*
- Maranatha Church, southwest corner of Berner and Shoe Factory Roads - Annexation and site plan for new church*
- Knanaya Catholic Church - West side of Rohrssen Road, south of Shoe Factory Road- Annexation & site plan for church*
- Southeast corner Roselle & Golf Roads - Site plan improvements for division and reoccupancy of existing retail building*
- Beverly Properties, southwest corner of Beverly and Higgins Road - Site plan for apartments*
- Alliance Church, 665 Grand Canyon Parkway - Site plan for parking lot expansion*
- Police Department - Rezoning, plat of consolidation*
- Prairie Pointe (Prairie Stone Parcel 23) - Site plan for gas station/retail building*
- High School District 211- Berner Road - Subdivision plats for single-family homes*
- Prairie Stone, Sears parcel (next to helipad) - Site plan for small office on outparcel*
- Prairie Stone, Parcel 8 - Site plan for a new office/warehouse building(s)*

ZONING BOARD OF APPEALS

OCTOBER 20, 2009 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
Canterbury Farms, Maureen & Shoe Factory	Variation for two signs to be illuminated	Approved
Clearwire/Sprint, 750 Salem Drive	Special use and variation for communication antennas	Continued to 11/17

NOVEMBER 3, 2009 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
Meeting canceled		

Upcoming Meeting: November 17, 2009

Clearwire/Sprint, 750 Salem Drive - Special use and variation for communication antennas *(Cont'd from 10/20)*
 Clearwire/Sprint/VOHE, 95 Aster - Special use for communication antennas
 Clearwire/Sprint/VOHE, 3990 Huntington - Special use for communication antennas

Upcoming Meeting: December 8, 2009

No petitioners scheduled yet

Upcoming Petitioners:

Clearwire/Sprint/VOHE, 4690 Olmstead - Special use for communication antennas
 Clearwire/Sprint/Sears, 3333 Beverly Road, Special use and height variation for communication antennas
 McShane, Prairie Stone Parcel 23, Variation for temporary real estate sign
 Citibank, 2550 N. Sutton - Setback and lot size variations
 T-Mobile/Village of Hoffman Estates, 2550 Beverly Road - Special use for cell antennas
 T-Mobile/Village of Hoffman Estates, 4690 Olmstead Drive - Special use for cell antennas
 Water Park H₂Otel's Prairie Stone LLC, 5555 Prairie Stone Parkway - Master Sign Plan
 Prairie Pointe (Prairie Stone Parcel 23) - Master Sign Plan
 Village of Hoffman Estates, Text Amendment - Shed size

GENERAL ACTIVITIES

General Planning Efforts. Staff has held several meetings to discuss various sites that may be the subject of future development or redevelopment. Staff has also continued to stay in contact with recently approved projects that have not yet started construction to determine if any assistance can be provided to facilitate the projects moving forward.

Recently, Staff has met with various residential developers to discuss available properties. Based on the current market conditions, these developers are looking at options for potential future developments. Staff has also spent significant time working with various commercial property owners on property maintenance issues and ensuring that ongoing improvement projects will be completed during this construction season.

Prairie Stone Entertainment District. Staff is working with the Economic Development Director on coordinating the Prairie Stone Entertainment District streetscape and signage project. As part of the Saddle Room/OTB final plans, staff worked with the owner to incorporate some streetscape elements into their project that will coincide with the Village's goals along Prairie Stone Parkway and Pratum Avenue.

Coordination is being done with businesses, including Cabela's, regarding their signage needs and how they will fit with the Village efforts. A significant public/private signage opportunity is being implemented for Tollway signage with Cabela's playing a major role in this effort. Staff is currently working to develop possible locations and designs for Entertainment District signs at the three primary entrances to the District and talking to businesses who may be interested in funding/partnering on these signs. Temporary signs and roadside way-finding signs are also being discussed as a short-term option.

Training. Peter Gugliotta and Brian Portz attended the American Planning Association's Upper Midwest Regional Planning Conference in Chicago. This conference celebrated the 100th Anniversary of Daniel Burnham's 1909 *Plan of Chicago*, which was a significant document in planning history. Jim Donahue attended an American Institute of Certified Planners review seminar in Chicago in preparation for an upcoming certification test. Ashley Monroe attended a 2-day Consolidated Plan training session sponsored by HUD in Chicago, a Clean Air Counts recognition meeting in Chicago, and the Bringing Green Down to Earth conference in Oakbrook.

COMMUNITY DEVELOPMENT BLOCK GRANT

The Planning Division maintains up to date CDBG Program information, including access to copies of all past documents, public meeting notices, RFP notices, and current status information for ongoing CDBG activities on the Village's website at www.hoffmanestates.org/cdbg.

General. Staff is working on regular report items that are periodically due to HUD. The 2009 Program Year began on October 1, 2009. Staff has received the grant agreement notification from HUD releasing funds for the projects designated in the 2009 Annual Action Plan.

2008 Consolidated Annual Performance and Evaluation Report (CAPER). Planning staff is working on the 2008 CAPER. This is the year-end report for Program Year 2008, which ended on September 30, 2009. This document reviews past expenditures of CDBG funds, efforts taken toward non-funded activities and various technical reports to address requirements established by HUD as part of the CDBG program.

Single-Family Housing Rehabilitation. North West Housing Partnership (NWHP), acting as the Village's subrecipient, is currently working with approximately 10-15 homeowners on the loan and construction application process for various single family home rehabilitation projects.

Barrington Square Street Light Project. The contractor has completed work on Phase 1 of the Barrington Square neighborhood infrastructure street light installation. The 2009 Annual Action Plan designates funds for a Phase 2 project.

Spring Mill Drive Reconstruction Project. Construction is proceeding on Spring Mill Drive reconstruction project and should be complete in the near future. Coordination is occurring with the ongoing construction of the new Village Police Department building on an adjacent property.

Audit. Village has received a final letter from HUD indicating satisfaction of all requirements that arose from HUD's 3-day audit that took place the week of April 13.

American Recovery and Reinvestment Act Allocation (CDBG-R). In September, the Village awarded the contract to M & A Cement Work, Inc. for the sidewalk reconstruction and accessible ramp upgrade project in the Barrington Square neighborhood. The project is being funded by a \$81,078 grant to Hoffman Estates through HUD as part of the American Recovery and Reinvestment Act (ARRA). With a goal of implementing this project as quickly as possible, the contractor started work in early October. Transportation and Engineering field staff are working with the Planning Division to implement this project. This project has been completed.

2010 CENSUS

The Planning Division maintains up to date census information, including information on the 2010 Census and links to current census data, on the Village's website at www.hoffmanestates.org/census.

Staff is working with the U. S. Census Bureau to promote the importance of Village residents participating in the upcoming 2010 U. S. Census. The Census data is used to determine the distribution of certain federal funds and affects the distribution of congressional seats. The Village recently established a Complete Count Committee which will assist with efforts to distribute information about the 2010 Census. Staff also arranged with the U. S. Census Bureau to have a representative present at the October 17th Hispanic Heritage Day Fiesta at the Village Hall.

Staff will soon be contacting the members of the new *Complete Count* Committee to discuss their role in promoting the upcoming Census. Planning staff has also been working extensively with the Village's GIS staff and the Census Bureau on the address verification process to ensure that all valid addresses are included in the Census.

Throughout the upcoming months leading up to the April 2010 Census, staff will continue to distribute information via mail and email, provide information at various community events, post web site updates, and get the word out via other means. Ongoing correspondence with surrounding communities will continue in an effort to learn of new opportunities that can be used to distribute information about the Census.

ECONOMIC RECOVERY AND GRANTS

The Planning Division maintains up to date information, including a summary of current grant efforts and transparency reporting information, on the Village's website at www.hoffmanestates.org/grants.

The Village has recently been awarded two grants under the American Reinvestment and Recovery Act of 2009 (ARRA). One is funded through the U. S. Department of Housing and Urban Development's *Community Development Block Grant* (CDBG) program and is being used to replace deteriorated sidewalks and accessible ramps in the CDBG-eligible neighborhood of Barrington Square. The other is funded through the U. S. Department of Energy's *Energy Efficiency and Conservation Block Grants* (EECBG) program and will be used to fund several initiatives for public facilities and residents.

Village staff continues to seek out and investigate grant opportunities through a variety of sources.

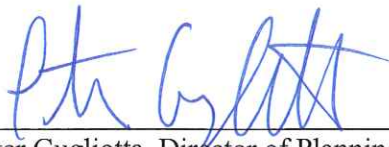
GREEN INITIATIVES

The Planning Division maintains up to date information on current green programs under the Village's Growing to Greenness initiative on the Village's website at www.hoffmanestates.org/green.

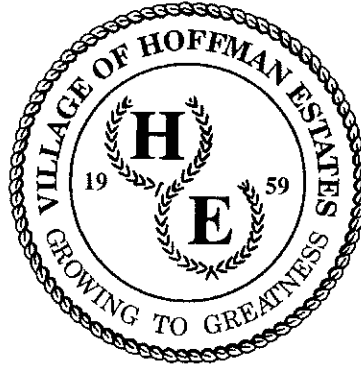
The Village is participating in Commonwealth Edison's *Community Energy Challenge* program. This program makes the Village eligible for funding incentives from the State of Illinois. The Village's participation in this program also allows private businesses the opportunity to obtain various financial incentives from the State and makes various cost savings programs available for residents of the Village.

The Village participates in the *Clean Air Counts* regional initiative, supported by the Metropolitan Mayor's Caucus, to support clean air and emissions reduction. Information can be found on the Village's website.

On October 24, 2009, the Village sponsored a Recycling at the Public Works facility, which was very successful.



Peter Gugliotta, Director of Planning Division



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

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

Don Plass, Director of Code Enforcement

ACTIVITIES

On October 1, 2009, Don Plass attended the monthly meeting of the Northwest Building Officials and Code Administrators in Deer Park, Illinois. The topic was "Key Changes to the 2009 I Codes."

On October 4, 2009, Betty Melligan conducted the Health Inspection for GiGi's Play House Event.

On October 10, 2009, Betty Melligan conducted the Health Inspection for the Leopardo Rummage Sale & Bake Goods.

On October 12-14, 2009, David Banaszynski attended the Illinois Environmental Health Association's Annual Education Conference in Peoria, Illinois.

On October 14, 2009, Don Plass, Ray Norton, and Jeff Mattes attended a seminar in Elk Grove Village, Illinois sponsored by the Chicago Regional Council of Carpenters.

On October 15, 2009, Don Plass, Bill Chlebik, Tim Meyer and Harry Gunderson attended a seminar in Elk Grove Village, Illinois sponsored by the Chicago Regional Council of Carpenters.

On October 17, 2009, Betty Melligan conducted the Health Inspection for the Village of Hoffman Estates Hispanic Heritage Day.

On October 24, 2009, David Banaszynski attended the Village's Recycling Event at the Public Works facility.

EMERGENCY CALL OUTS

On October 29, 2009, Tim Meyer and Betty Melligan were called out to an electrical fire at 1025 W. Golf Rd.

DEMOLITION PERMITS

No demolition permits issued

CONSTRUCTION INSPECTIONS

Inspections performed:

• Structural	100	• Mechanical	48
• Electrical	36	• Other	247
• Plumbing	41		

CITATIONS

Robert Ismail
600 Geronimo
Working without a permit – remodeling

Lakewood & Barrington Rd. LLC
North of Fountain Crossing Shopping Center
Failure to maintain exterior lighting (2) and tall grass/weeds

Elcin Ozbay
4420 Huntington
Working without a permit – siding

Hope Shiba
75 Kingman
Debris accumulation (2), failure to maintain exterior surfaces (2), failure to maintain accessory structures (2) and tall grass/weeds

Jerry Wang
1340 Dennison
Fence in disrepair and debris accumulation

New Haven Development
950 Freeman
Failure to maintain vacant structure/land and failure to maintain exterior surfaces

Dino Alex (Property Mgr.)
5 E. Golf Rd.
Failure to obtain permit (2)

CODE ENFORCEMENT MONTHLY REPORT

NOVEMBER, 2009

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Kin Properties (Owner)
5 E. Golf Rd.
Failure to obtain permit (2)

Jodee Levy
1160 Hermitage
Failure to maintain exterior surfaces

John Perry
1550 Fairfield
Failure to maintain exterior surfaces (2)

Kin Properties
35 E. Golf Rd.
Failure to maintain driveway

Jorge Ramirez (owner)
20 Westview
Home occupation creating nuisance and parked vehicle containing scrap material

Gilberto Castro (tenant)
20 Westview
Home occupation creating nuisance and parked vehicle containing scrap material

Young Kyoung Kim
1975 Brookside
Roof in disrepair

Nicolay Mirchef
1200 Highland
Failure to obtain permit – fence

Ramotu Brooks (owner)
1392 W. Oakmont
Debris accumulation, improper storage and tall grass/weeds

Lynn Mattefs (tenant)
1392 W. Oakmont
Debris accumulation, improper storage and tall grass/weeds

CODE ENFORCEMENT MONTHLY REPORT
NOVEMBER, 2009
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Gary Catton
1685 Bedford
Unapproved driveway extension

Elizabeth Craig
1450 Gentry
Failure to maintain exterior surfaces

Dartmoor Homes
Debris accumulation in subdivision, vacant structure in disrepair, driveway
condition creating a hazard and nonpayment of fees due

Anthony Kozlowski
715 Mohave
Failure to maintain garage, failure to maintain exterior surfaces & tall grass/weeds

Cynthia Maheras
750 Maywood
Improper storage & obstruction of the right of way

Jeannette LaPenna
4642 Brigantine
Improper outside storage

Aaron Chopra
1780 W. Parkside
Improper outside storage

Vanita Patel (owner)
186 Grissom
Improper outside storage

Juan Crisostomo
186 Grissom (tenant)
Improper outside storage

Armando Gamba
2350 Hassell Rd.
Unsafe Entry (4)

CODE ENFORCEMENT MONTHLY REPORT
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Ofeaia Vega
240 Illinois
Failure to remove dead tree

Agha Ali (Owner)
1971 Haddam
Infestation

Krystal McConnell (Tenant)
1971 Haddam
Infestation

Wojciech Duda
720 Olive
Exterior Property not maintained

Wojciech Duda
720 Olive
Tall grass/weeds over 10 inches

Mohammed Allaaheakh
Comfort Inn
2075 Barrington Rd.
Failure to pay fee's for elevator (12)

Shree Jalaram Madir
425 Illinois
Exterior Property not maintained

Jun Wan park (owner)
4155 Ludington Ct.
Grass/weeds over 10 inches

Chang Cho (tenant)
4155 Ludington Ct.
Grass/weeds over 10 inches

RESIDENTIAL INSPECTION REPORT

The initial inspections have been completed for all single family residences north of Golf Rd. and south of I-90. Letters have gone out to the addresses that have violations and the re-inspections are ongoing.

MULTI-FAMILY LICENSING REPORT

Multi-Family Winter Property Inspections will start the week of November 30, 2009. All common area interiors will be inspected.

CLEAN SWEEP PROGRAM

The Clean Sweep Program was conducted on June 5, 2009. The "Clean Sweep" involves teams driving through single family neighborhoods looking for the most common property maintenance issues. Owners were notified by mail if a violation was identified on their property and were given a time frame to comply.

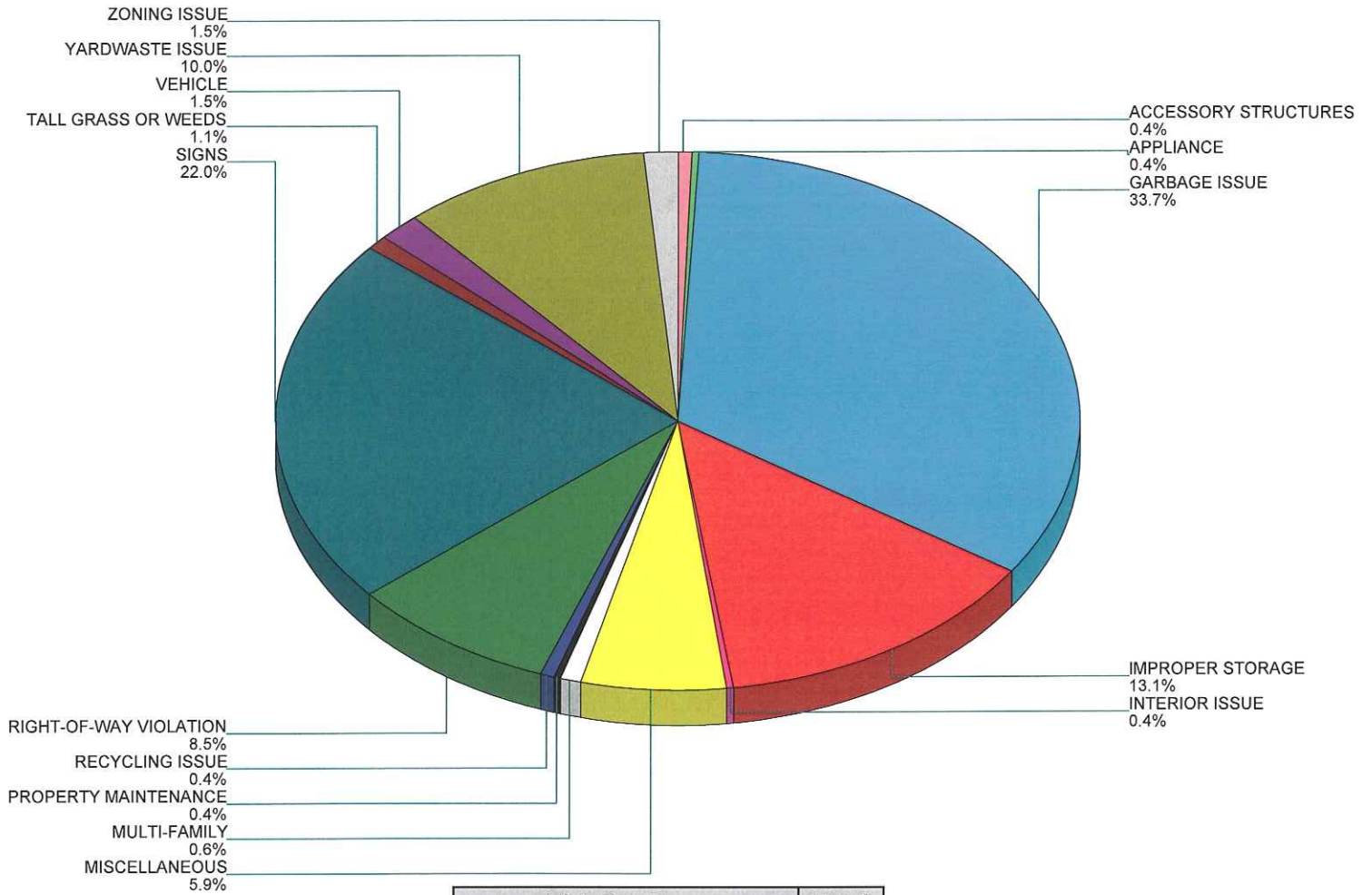
Total Violations	463
Complied	455
Open Violations	8

ENVIRONMENTAL HEALTH INSPECTION REPORT

The following table presents a breakdown of the different types of inspections the Health Officer performs. Inspections are performed mainly at food establishments; however the Health Officer also inspects day care centers, public pools, beauty salons etc. These inspections can be routine, license or complaint driven. Food establishments are divided into the risk categories of high, moderate or low/minimal risk. A high risk establishment presents a high relative risk of causing foodborne illness based on the large number of food handling operations typically implicated in foodborne outbreaks and/or the type of population served by the facility. Banquet facilities, nursing homes, and large operations such as Sears Holdings cafeteria are defined as high risk and are inspected more frequently than other risk categories. Fast food, grocery stores and day care facilities present a moderate risk to the public while the low risk category is reserved for convenience stores, coffee houses and similar facilities. There are over 250 establishments that require inspections each year.

ACTIVITY	THIS MONTH	YEAR TO DATE
High Risk	28	213
Moderate Risk	0	94
Low Risk	2	29
Swimming Pools	0	23
Other Inspections	6	120
Totals:	36	479

Monthly Code Violation Summary Report 10/1/2009 - 10/31/2009



Violation Type	Total
ACCESSORY STRUCTURES	2
APPLIANCE	2
GARBAGE ISSUE	159
IMPROPER STORAGE	62
INTERIOR ISSUE	2
MISCELLANEOUS	28
MULTI-FAMILY	3
PROPERTY MAINTENANCE	2
RECYCLING ISSUE	2
RIGHT-OF-WAY VIOLATION	40
SIGNS	104
TALL GRASS OR WEEDS	5
VEHICLE	7
YARDWASTE ISSUE	47
ZONING ISSUE	7
TOTAL	472

PERMIT REPORT

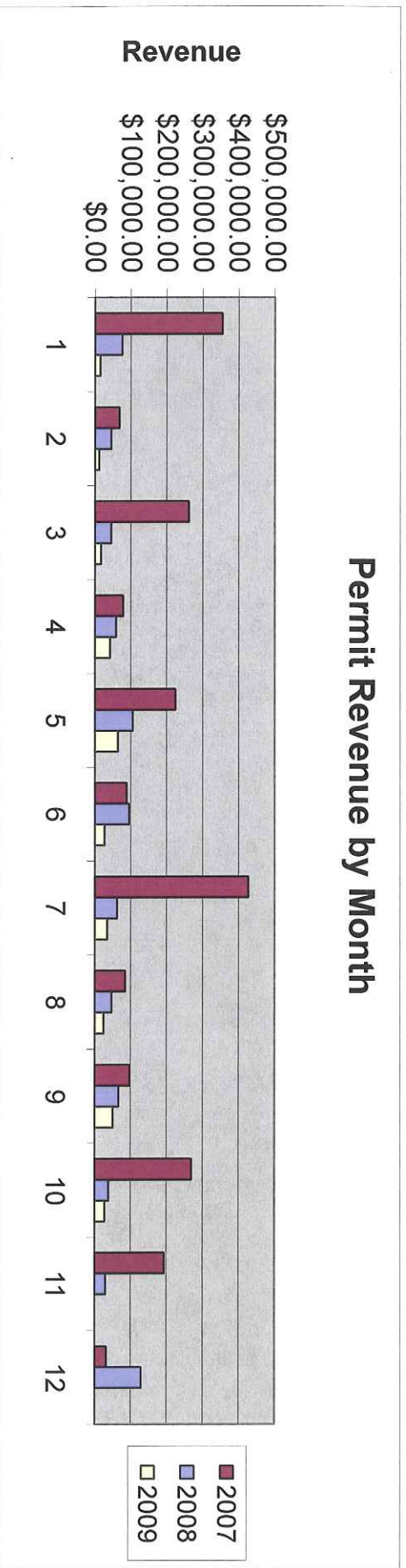
DESCRIPTION	2008 YEAR-TO-DATE # OF PERMITS (not including current month)	2008 OCTOBER # OF PERMITS	2008 TOTAL YEAR-TO-DATE # OF PERMITS	2009 YEAR-TO-DATE # OF PERMITS (not including current month)	2009 OCTOBER # OF PERMITS	2009 TOTAL YEAR-TO-DATE # OF PERMITS
Bus. Remodeling/Buildouts	60	2	62	57	3	60
Demolition	9	0	9	3	0	3
Driveways	202	26	228	189	17	206
Electrical	59	0	59	117	24	141
Fences	108	14	122	123	6	129
Mechanical	117	13	130	112	23	135
Miscellaneous Permits	113	14	127	123	15	138
Multi-Family Remodeling	67	36	103	1	0	1
New Business	3	0	3	3	0	3
Plumbing	136	1	137	158	17	175
Pools - Above Ground	77	18	95	16	0	16
Pools - In-Ground	12	1	13	0	0	0
Residential Decks	43	0	43	58	4	62
Residential Patios	96	3	99	111	3	114
Residential Garages	82	16	98	3	1	4
Residential Remodeling	64	2	66	80	9	89
Residential Sheds	47	8	55	32	7	39
Roofs/Siding	381	3	384	652	103	755
Signs	335	110	445	91	8	99
Single Family Residences	108	18	126	11	0	11
Town Homes/Duplexes	13	1	14	0	0	0
TOTALS	2132	286	2418	1940	240	2180

Permit Revenue Comparison

Year	2007	2008	2009
Jan.	\$354,681.74	\$75,235.48	\$14,988.31
Feb	\$68,301.48	\$45,474.16	\$11,279.07
Mar	\$261,861.42	\$44,994.58	\$17,251.32
Apr	\$78,271.92	\$58,869.25	\$41,817.20
May	\$223,896.39	\$105,165.22	\$64,316.18
Jun	\$88,629.82	\$95,125.07	\$26,933.37
Jul	\$427,576.72	\$62,087.77	\$34,829.98
Aug	\$84,385.76	\$46,856.30	\$24,545.20
Sep	\$97,806.54	\$66,306.76	\$50,185.27
Oct	\$268,766.39	\$38,290.37	\$27,638.81
Nov	\$193,315.04	\$29,903.48	
Dec	\$32,444.64	\$129,259.48	
Revenue	\$2,179,937.86	\$797,567.92	\$313,784.71
Elevator Invoices	-\$26,290.00	-\$27,610.00	
Total Revenue	\$2,153,647.86	\$769,957.92	\$313,784.71

2009 Budget **\$680,940.00**

Permit Revenue by Month



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

**ECONOMIC DEVELOPMENT MONTHLY REPORT
NOVEMBER 2009**

COMMERCIAL

- ◆ Continued dialogue and clarification regarding easements from Myoda, Firestone, and Golf Center ownership regarding a stoplight between the two shopping centers on Roselle Road.
- ◆ Planning and implementation of the Economic Development Commission meeting with Lennar Corporation representatives as guests.
- ◆ Progression with wayfinding signs in the Entertainment District. Working with staff, Cabela's, Marriott, and sign contractors.
- ◆ Seeking Village Board approval for a logo to be utilized in Entertainment District promotions and advertisements.
- ◆ Wrote an article on the ComEd Energy Conservation "Smart Ideas" program. A letter and further contact information was sent to an editor (Dianna Wallace) of the Daily Herald. The goal is to get other Village companies to participate in the cost rebate program.

INDUSTRIAL

- ◆ Attendance and networking at the Mori Seiki ribbon cutting, as well as the grand opening "tradeshow" event from November 3-5 at the new Mori Seiki headquarters.
- ◆ Participant in the Manufacturing Innovation Workshop on November 4, at Harper College's Wojick Center. Worked with three other municipalities (Elgin, Schaumburg, and Rolling Meadows) to recruit companies to explore an innovation park concept.
- ◆ Planning with Business Facilities Magazine to write a story about "precision tool clustering" in Hoffman Estates. Scheduled for a February 2010, edition, the article would feature Mori Seiki, BIG Kaiser, and FANUC America.
- ◆ Coordination with the Chicagoland Chamber's Innovation Now Program, to push the Golden Corridor Innovation park agenda.

RETAIL

- ◆ Coordination with Cabela's digital sign project manager in Nebraska. They are subcontracting with a local landscape company to prepare the site.
- ◆ Continued dialogue with an interested auto dealership interested in Hoffman Estates.
- ◆ Outreach to a current auto dealer regarding possible expansion.

- ◆ Seven formal meetings at the October ICSC Dealmaking show at the Hyatt Hotel in Chicago. Discussions explored filling a major vacancy at Poplar Creek Crossing and Golf Center Shopping Centers. Other meetings were held with brokers representing Hoffman Estates properties for lease or sale. Numerous informal “drop by” meetings also occurred at the Hoffman Estates booth.
- ◆ Exploration of Hoffman Estates sites for a fast food restaurant.
- ◆ Discussion to retain a Hoffman Estates retail based company and relocate to a better location.
- ◆ Outreach to bank after property foreclosure to obtain a new tenant on Higgins Road.
- ◆ Continued coordination to close deals on two new restaurants in the Entertainment District.

TOURISM

- ◆ Creating bid packets for future convention activities at the Sears Centre Arena (Barbershop Harmony Society - 2014 International Convention drawing 10,000 attendees and consuming over 11,000 hotel room nights).
- ◆ Creating annual print ads for State Tourism Publication and Northern Illinois Bureau of Tourism - single page ad featuring Sears Centre Arena, Cabela's, Stonegate Conference and Banquet Center, and eight hotels - “Make a Day and a Night of it”!
- ◆ Hoffman Estates Chamber of Commerce - Division Head of Business Vitality. Attending new member receptions and offering one-on-one consulting with small business owners. Created new format for the annual fashion show showcasing only member fashions, local “celebrity” models, and assisting WINGS by tagging a portion of the proceeds to their efforts. Working with Daily Herald to produce the annual publication for the Chamber that also includes a two minute promotional video.
- ◆ Sears Centre Arena - participated in Ad Hoc Committee interviews and follow-up meetings.
- ◆ Hotels - assisting sales leaders at each property to penetrate corporate markets with local businesses and ensure room nights generated by Hoffman Estates based businesses are captured by Hoffman Estates hotels. Coordinating bid packet responses, search engine optimization for their unique websites, property specific photography for inclusion on the Tourism website, and ensuring that each sales leader has a contact at every new business to solicit lodging needs.
- ◆ Working with dance group and inflatable company to find a location in Hoffman Estates that wants an additional draw to their retail setting. Dance group is organized by Siemens employees, inflatable company typically leases extraordinary inflatables and game units with no public access. Our idea was to have them set up throughout the winter to create an indoor play area for families while becoming an additional draw for the retail center.

Suggested Linens n' Things space at Poplar Creek Crossing, Harlem Furniture location adjacent to Michael's, and Far West location adjacent to Jockey Wok and Roll.

- ◆ Working with the St. Andrew Society to move the annual Highland Games from their 23 year home in Oak Brook at the Polo Grounds. Needing 14 acres for the festival (takes place over Father's Day weekend) and parking for 6,000-7,000 cars. We suggested the Meijer "Field of Dreams" and are currently in discussions with Meijer and the St. Andrew Society to capture the games for 2010. Fields would need grading. We are gathering quotes/ prices and suggesting the St. Andrew Society pay to grade the field (would be less than they have been paying in leasing fees and parking fees at their current location. Meijer is writing the agreement between themselves and the St. Andrew Society to remove the Village from any liability.
- ◆ Creating the Tartan Day Commission and working with the Cultural Commission to translate their Unity Day Celebration into the "Celebration of Nations" we hope to feature at the conclusion of the parade in 2010. Currently exploring moving the parade to Prairie Stone so we can accommodate large Macy's type of balloons to enhance the parade for 2010. Creating all invitation formats, posters, rack cards and assisting Tattoo organizer with sponsorship sales in Fanfare Booklet to offset festival costs.
- ◆ Investigating funding ideas and sources that might allow our Tourism Office to embrace other communities such as Streamwood, Palatine, and South Barrington. Tom Rivera is assisting in generating examples from area CVBs. The State of Illinois will not certify a standalone Tourism Office that serves a single municipality. Certification is required to write grants to the State for matching dollars to assist in event promotion, marketing materials, and Tourism initiatives.