

AGENDA
PLANNING, BUILDING AND ZONING COMMITTEE
Village of Hoffman Estates
July 26, 2010

Immediately Following the Transportation & Road Improvement Committee

Members:	Gary Pilafas, Chairperson	Karen Mills, Trustee
	Cary Collins, Vice Chairperson	Jacquelyn Green, Trustee
	Ray Kincaid, Trustee	Anna Newell, Trustee
		William McLeod, Mayor

I. Roll Call

- II. Approval of Minutes -** June 7, 2010 (*Special Meeting*)
June 14, 2010
July 6, 2010 (*Special Meeting*)

NEW BUSINESS

1. Request approval of the Community Development Block Grant (CDBG) Annual Action Plan 2010, for Program Year 5 of the Consolidated Plan 2006-2010.
2. Request approval of North West Housing Partnership as subrecipient to administer the Community Development Block Grant (CDBG) Single-Family Rehabilitation Project and to approve execution of the proposed Subrecipient Agreement.
3. Request approval of an extension to the interim agreement with Levy Food Service, Chicago, IL, to provide food and beverage service at the Sears Centre Arena through September 2010.
4. Request approval of Clear Wireless LLC for communications lease agreement amendments for three separate sites (4690 Olmstead, 95 Aster, 3990 Huntington) to allow the addition of microwave dish antennas on existing Sprint antenna equipment.
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

1. Discussion regarding options for the continuation of the Ad Hoc Sears Centre Advisory Committee. (August 2010)
2. Request approval to expand the number of members on the Economic Development Commission. (November 2010)
3. Discussion regarding notification process for residential nonconforming driveways.
4. Discussion regarding combining the functions of the Plan Commission and Zoning Board of Appeals.

VI. Adjournment

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

June 7, 2010

I. Roll Call

Members in Attendance:

**Gary Pilafas, Chairperson
Cary Collins, Vice Chairperson
Trustee Kincaid, Trustee**

**Other Corporate Authorities
in Attendance:**

**Trustee Karen Mills
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
Bob Gorvett, Fire Chief
Michael DuCharme, Director of Finance
Clint Herdegen, Police Chief
Bev Romanoff, Village Clerk
Ken Hari, Director of Public Works
Doug Schultz, Public Relations Coord.
Patrick Seger, Director of HRM
Algean Garner, Director of HHS
Gordon Eaken, Director of IS
Rebecca Suhajda, Administrative Intern
Bruce Anderson, CATV Coordinator
Ben Gibbs, Sears Centre Arena**

Others in Attendance:

Reporter from *Daily Herald*

Vice-Chairman Collins is attending the meeting by telephone.

The Special Planning, Building and Zoning Committee meeting was called to order at 7:45 p.m.

NEW BUSINESS

- 1. Request approval of an application by Barrington Lakes Apartments, 2200 Hassell Road, to hold a fireworks display on June 19, 2010 subject to meeting the Village code and National Fire Prevention Association (NFPA) requirements.**

An item summary sheet from Becky Suhajda and Russ Gotha was presented to Committee.

Motion by Trustee Collins, seconded by Trustee Mills, to approve an application by Barrington Lakes Apartments, 2200 Hassell Road, to hold a fireworks display on June 18, 2010 subject to meeting the Village code and National Fire Prevention Association (NFPA) requirements. Roll call vote taken. All ayes. Motion carried.

2. Request approval of a Management Agreement for the Sears Centre Arena with Global Spectrum, LP, Philadelphia, PA.

An item summary sheet from Art Janura, Mark Koplin, James Norris, and Michael DuCharme, was presented to Committee.

Trustee Collins inquired and Mr. Janura explained about indemnification clause in this Agreement and that indemnification is limited as much as possible.

There was discussion regarding the deadline for the annual report. Mr. Russo agreed to add language to provide an annual report no later than 60 days after the annual audit.

Motion by Trustee Mills, seconded by Mayor McLeod, to approve a Management Agreement for the Sears Centre Arena with Global Spectrum, LP, Philadelphia, PA, with amendment to provide annual report no later than 60 days after annual audit. Roll call vote taken. Nay: Collins. Motion carried.

3. Request approval of an extension to the interim agreement with Levy Premium Foodservice Limited Partnership, Chicago, IL, to provide food and beverage service at the Sears Centre Arena through July 31, 2010.

An item summary sheet from Art Janura was presented to Committee.

Motion by Mayor McLeod, seconded by Trustee Mills, to approve an extension to the interim agreement with Levy Premium Foodservice Limited Partnership, Chicago, IL, to provide food and beverage service at the Sears Centre Arena through July 31, 2010. Roll call vote taken. All ayes. Motion carried.

4. Discussion regarding options for provision of electrical power and potential sponsorships at the Sears Centre Arena.

An item summary sheet from Mark Koplin and Michael DuCharme was presented to Committee.

Mr. Koplin reported that it appears that the current electrical rate at Sears Centre via a ComEd daily index rate seems to be better than what Glacial proposed when compared to April's bill. Both rates are better than the Village's current fixed rate with Integrys, and less than Park District's fixed rate.

Staff would like to go out for bid and directly compare prices and request both a quote on a fixed rate for 2-4 years as well as an indexed rate for 12 months. Mr. Norris stated that from an historical standpoint, the Board has used an energy broker in the past and the Village Manager approved the bid and reported back to the Board because prices are locked for 24 hours only. Mr. Norris explained that it does not make sense to leave ComEd now, but suggested that staff could be authorized to go out for bids on index and fixed rates, and if none of the rates are less than the existing ComEd rate, to stay with ComEd and then rebid in 60 days and continue to do that until something with more cost savings to the Village and Sears Centre is found. Staff would report back on what staff has obtained. Sponsorship can be requested as part of the bid.

Motion by Trustee Mills, seconded by Mayor McLeod, to proceed with going out for bid for fixed, indexed rates, along with sponsorships, and include ComEd index, and award a contract if there is a better price than ComEd index rate and report back to Board. Roll call vote taken. All ayes. Motion carried.

5. Request authorization of a contract extension with Venue Advisory, LLC (Joseph Briglia) for consulting services related to the Sears Centre Arena in an amount not to exceed \$10,000.

An item summary sheet from Mark Koplin was presented to Committee.

Motion by Trustee Collins, seconded by Mayor McLeod, for authorization of a contract extension with Venue Advisory, LLC (Joseph Briglia) for consulting service related to the Sears Centre Arena in an amount not to exceed \$10,000. Roll call vote taken. All ayes. Motion carried.

II. Adjournment

Motion by Trustee Mills, seconded by Trustee Collins, to adjourn the meeting at 8:12 p.m. Roll call vote taken. All ayes. Motion carried.

Minutes submitted by:

Debbie Schoop, Executive Assistant

Date

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

June 14, 2010

I. Roll Call

Members in Attendance:

**Gary Pilafas, Chairperson
Ray Kincaid, Trustee
Karen Mills, Trustee
Jackie Green, Trustee
Anna Newell, Trustee
William McLeod, Mayor**

**Management Team Members
in Attendance:**

**James H. Norris, Village Manager
Dan O'Malley, Deputy Village Manager
Arthur Janura, Corporation Counsel
Mark Koplín, Asst. Vlg. Mgr., Dev. Services
Don Plass, Director of Code
Mike Hankey, Director of Transportation
Peter Gugliotta, Director of Planning
Gary Skoog, Economic Development Coord.
Bev Romanoff, Village Clerk
Michael DuCharme, Director of Finance
Rachel Musiala, Asst. Dir. of Finance
Patrick Seger, Director of Human Resources
Rebecca Suhajda, Administrative Intern**

Others in Attendance

Reporter from Daily Herald

The Planning, Building and Zoning Committee meeting was called to order at 7:31 p.m.

II. Approval of Minutes

Motion by Trustee Mills, seconded by Trustee Newell, to approve the Planning, Building & Zoning Committee meeting minutes of May 10, 2010. Voice vote taken. All ayes. Motion carried.

Motion by Mayor McLeod, seconded by Trustee Mills, to approve the Special Planning, Building & Zoning Committee meeting minutes of May 17, 2010. Voice vote taken. All ayes. Motion carried.

OLD BUSINESS

- 1. Request approval by homeowner for release of a portion of open space easement at 4603 Mumford Drive (widening of existing driveway).**

An item summary sheet from Pete Gugliotta was presented to Committee.

David Torres, 4603 Mumford Drive, addressed the Committee and stated that he wanted to widen his driveway in order to make it easier to get his elderly mother in and out of the car. He currently has 2 cars in the garage and 2 in the driveway and needs more space. Mr. Torres indicated that he does own a business but does not park commercial vehicles in his driveway. He leaves early in the morning and comes home late in the evening. He indicated there was another home in the area with a widened driveway.

Mr. & Mrs. Zhang, 4605 Mumford Drive, addressed the Committee and stated that they do not want the driveway widened due to the fact that it is a safety issue for children because it blocks the view of the street and it makes it hard to back out of their own driveway. They indicated that no other residents in the area have a widened driveway and believe Mr. Torres should park in the garage.

Trustee Mills inquired of Mr. Torres whether a two foot addition to the right of the driveway would be enough to accommodate a wheelchair to get his mother in and out of the car and Mr. Torres indicated that it was not enough room for him and that he wanted to widen the driveway on both the left and right sides.

Motion by Mayor McLeod, seconded by Trustee Mills, to deny request by homeowner for release of a portion of open space easement at 4603 Mumford Drive. Voice vote taken. All ayes. Motion carried.

NEW BUSINESS

- 1. Request by McShane Development Company for approval of temporary Poplar Creek at 59/90 Entertainment District signage on the southwest corner of Hoffman Boulevard and Route 59.**

An item summary sheet from Pete Gugliotta was presented to Committee.

Scott Freres, Lakota Group, addressed the Committee and provided a presentation regarding temporary signs at Hoffman Boulevard and Route 59. The sign package would include 4 signs. The 59/90 disc sign would be installed at Route 59 and Hoffman Boulevard and would be owned and maintained by McShane. Three (3) sign panels would be installed on additional lots and would be temporary.

Motion by Mayor McLeod, seconded by Trustee Green, to approve a Poplar Creek at 59/90 Entertainment District sign on the southwest corner of Hoffman Boulevard and Route 59. Voice vote taken. All ayes. Motion carried.

- 2. Request by Yavitski, LLC d/b/a Saddle Room Restaurant for extension of a special use and zoning variations.**

An item summary sheet from Pete Gugliotta was presented to Committee.

Motion by Trustee Mills, seconded by Trustee Newell, to approve extension of a special use and zoning variations to Yavitski, LLC d/b/a Saddle Room Restaurant. Voice vote taken. All ayes. Motion carried.

3. Request approval to expand the number of members on the Economic Development Commission.

An item summary sheet from Jim Norris was presented to Committee.

Trustee Pilafas requested deferral of this item until the Board and staff and Commission reviews the duties of the Commission.

Motion by Mayor McLeod, seconded by Trustee Green, to defer this item to the next meeting. Voice vote taken. All ayes. Motion carried.

4. Request acceptance of Department of Development Services monthly report for Planning Division.

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

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

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

The Department of Development Services monthly report for the Code Enforcement Division was presented to Committee.

Trustee Kincaid requested that tall grass along Palatine Road near Olmstead be investigated.

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

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

The Department of Development Services monthly report for Economic Development and Tourism was presented to Committee.

Motion by Trustee Mills, seconded by Trustee Newell, 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

Mayor McLeod reported that he attended the Town Hall meeting hosted by Rep. Crespo on June 9 at Village Hall.

IV. Other

V. Items in Review

1. Discussion regarding notification process for residential nonconforming driveways.
2. Discussion regarding combining the functions of the Plan Commission and Zoning Board of Appeals.

VI. Adjournment

Motion by Trustee Green, seconded by Trustee Mills, to adjourn the meeting at 8:10 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Debbie Schoop, Executive Assistant

Date

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

July 6, 2010

I. Roll Call

Members in Attendance:

**Gary Pilafas, Chairperson
Cary Collins, Vice Chairperson
Trustee Kincaid, Trustee**

**Other Corporate Authorities
in Attendance:**

**Trustee Karen Mills
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 Koplín, Asst. Vlg. Mgr., Dev. Services
Bev Romanoff, Village Clerk
Michael DuCharme, Director of Finance
Rebecca Suhajda, Administrative Intern
Ben Gibbs, Sears Centre Arena**

Others in Attendance:

Reporter from *Daily Herald*

The Special Planning, Building and Zoning Committee meeting was called to order at 6:45 p.m.

NEW BUSINESS

- 1. Request approval to accept the Ad Hoc Sears Centre Advisory Committee's recommendation to appoint Mark Koplín as interim Owner's Representative to the Sears Centre Arena for the Village.**

An item summary sheet from Mark Koplín was presented to Committee.

Motion by Mayor McLeod, seconded by Trustee Newell, to accept the Ad Hoc Sears Centre Advisory Committee's recommendation to appoint Mark Koplín as interim Owner's Representative to the Sears Centre Arena for the Village. Voice vote taken. Nay: Collins. Motion carried.

II. Adjournment

Motion by Trustee Mills, seconded by Trustee Green, to adjourn the meeting at 6:54 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 approval of the Community Development Block Grant (CDBG) Annual Action Plan 2010, for Program Year 5 of the Consolidated Plan 2006-2010.

MEETING DATE: July 26, 2010

COMMITTEE: Planning, Building & Zoning

FROM: Peter Gugliotta *PG*

REQUEST: Request approval of the Community Development Block Grant (CDBG) Annual Action Plan 2010, for Program Year 5 of the Consolidated Plan 2006-2010.

BACKGROUND: The Village will be entering Program Year 5 of the 2006-2010 Consolidated Plan under the CDBG program. The Annual Action Plan identifies the Village's specific strategy each year to address affordable housing, infrastructure improvements, supportive services, and community development needs of low and moderate income residents. Each Annual Action Plan must be drafted and approved individually to reflect the community's specific goals and the annual CDBG funding allocation. The Village of Hoffman Estates' program year runs from October 1 to September 30, therefore, HUD's deadline for submission of the Village's Annual Plan is mid-August every year. This program year will be the last within the 2006-2010 Consolidated Plan. Next year will require the development of a new five-year plan, in combination with the 2011 Action Plan.

DISCUSSION: For Program Year 5, the Village of Hoffman Estates has been allocated \$327,334, a nearly \$25,000 increase from last year. The Village also has \$33,092 of unused funds from the previous year that will be allocated as part of the Program Year 5 budget. Consistent with previous years, the Program Year 5 proposed draft plan includes funding for:

- Housing Rehabilitation Program. The Village contracts with the North West Housing Partnership (NWHP) to administer the program.
- Neighborhood Infrastructure Projects. These include Phase 2 of the Barrington Square Street Light Project (public lights only). Funding is also proposed for bicycle and pedestrian improvements, and the remainder is proposed for public street reconstructions for the most deteriorated streets in eligible neighborhoods.

DISCUSSION: (Continued)

- Program Administration. Funds are allocated to offset staff and other administration costs of the program up to the allowable 20% limit.

The proposed budget is as follows:

<u>2010/2011 CDBG FUNDING ALLOCATIONS</u>		
<u>Previously Unused Funds</u>		
<i>Left over from infrastructure projects</i>		\$33,092
<u>2010/2011 Allocation</u>		
		\$327,334
<u>Total Funds Available for 2010/2011 Allocation</u>		
		\$360,426
<u>2010/2011 Budgeted Funds</u>		
<u>Infrastructure Improvements (Objective 10)</u>		
		\$184,960
Streetlighting Project Phase II	\$150,000	
Street Reconstruction Project	\$19,960	
Bicycle and Pedestrian Improvement Project	\$15,000	
<u>Private Property Rehabilitation (Objective 7 & 9)</u>		
		\$110,000
<u>Planning & Administration</u>		
		\$65,466
<u>TOTAL FUNDS BUDGETED</u>		
		\$360,426

These projects continue to reflect the goals and objectives outlined in the Consolidated Plan. Specifically, the objectives addressed by the Annual Action Plan 2010 include:

OBJECTIVES:

- **Promote revitalization programs by continuing to improve infrastructure and safety need in existing neighborhoods.**

1. Infrastructure Improvements:

- a. Barrington Square Street Lights - Phase I of the Barrington Square street light replacement project identified additional streetlights that would be appropriate to replace as part of Phase II. This project will replace the remaining public light poles in the neighborhood. Improved lighting will increase safety and visibility for residents. This project was put on hold in the 2009 Program Year because there was not enough funding to do both the street lighting and street reconstruction in the available project time frame.

OBJECTIVES: (Continued)

- b. **Bicycle and Pedestrian Improvements** - The approved Comprehensive Bicycle Plan includes three ready-to-go facility or intersection improvement projects located within or serving CDBG neighborhoods with an estimated cost of \$15,000 or less. The projects do not require connection with road construction projects. The three projects selected for potential use of CDBG funds are a sidewalk connection near Volid Drive to the Hoffman Estates Park District facility; striping and signage along Bode Road and Salem Drive; and striping, signage, and intersection improvement at Moon Lake Boulevard and Governors Lane. The proposed Action Plan specifies that only one project will be chosen, and selection will be based upon number of low-moderate income users, priority, and cost.
- c. **Street Reconstruction Projects** - CDBG funds can be combined with other funds to make reconstruction work feasible for streets in CDBG-eligible neighborhoods. Street projects will be selected based on the same rating system used for all Village streets and projects will be completed as funds are available. As proposed, the 2010 funding will be used to assist with the cost of reconstructing the southern portion of Williamsburg Drive in Barrington Square. This project was proposed in Program Year 4 along with Western Street but prohibitive construction costs prevented doing work on both streets in the same year. Recent consultations with the Transportation and Engineering Division have disclosed that Williamsburg Drive remains high on the list of planned 2011 street construction projects.

➤ **Effectively utilize the existing housing stock by encouraging maintenance and rehabilitation efforts of housing units for low and moderate income people.**

1. **Private Property Rehabilitation: North West Housing Partnership** - A single-family rehabilitation program that offers zero interest loans to help residents bring their home up to code and/or improve energy efficiency and safety. The proposed \$110,000 is equal to the allocation in Program Year 4 and reflects the \$25,000 loan cap. NWHP continues to regularly work with homeowners and nearly all funding will be depleted by the end of the program year, September 30, 2010. Due to sustained interest in the program, the Village anticipates again exceeding the original goal of assisting four households per year.
2. **Administration** - HUD does not address program administration as a goal or objective of the CDBG program. However, a maximum of 20% of the grant can be spent on administrative activities. The proposed allocation for administration, 20% of the grant total, reflects funding for staff time, training, and consultant costs.

PUBLIC INPUT:

A combination of techniques was implemented to ensure public notification and encourage input. The draft of the Annual Action Plan was posted on the Hoffman Estates' website and made available by request. Letters were sent to local social services, religious institutions, homeowners associations, rental management agencies, elected officials, educational institutions, and other relevant organizations to inform them of the availability of the draft and the date of the public hearing. The Schaumburg Library posted the plans at the branch on Hassell Road and the main library building on Roselle Road in Schaumburg. Three representatives from area organizations sent letters requesting 2010 CDBG funding but no one attended the Public Hearing. The following comments were received regarding possible funding:

- ◆ **Ms. Holly Fracarro, Director of the Northwest Housing Partnership** maintains frequent communication with Village staff in order to continue successful management of the Village's Private Property Rehabilitation Program. She wrote a letter asking the Village to continue to contract with the North West Housing Partnership for management of the Private Property Rehabilitation Program. She requested \$110,000 in funding, but asked for a 5% increase from 10% to 15% for administration costs. NWHP staff must review each application and spend time identifying whether the applicants meet HUD requirements for assistance. Some of these cases may take many days or weeks to eliminate from consideration, and in most cases, some funds must be spent to verify eligibility for items such as credit and title checks, and occasionally lead inspections or appraisals. NWHP continues to receive a steady stream of new applications for assistance.
- ◆ **Ms. Anne Marquez, Director of Development for Life Span**, provided supplement information and a letter requesting support of the Life Span organization. Life Span provides counseling, 24-hour crisis line, legal representation, employment readiness assistance to women and children who suffer consequences of domestic violence. Their offices are based out of Des Plaines and Chicago but they served 76 Hoffman Estates adult residents in 2009 through their hotline and ongoing legal and counseling services. The letter did not request a specific amount of funds but Ms. Marquez wanted to share information with the Village Board and public about the importance of the Life Span organization. Ms Marquez asked that Life Span be included in working with the Village on next year's draft of the upcoming five-year Consolidated Plan.
- ◆ **Ms. Peggy Dickson, Director of Development for Journeys from PADS to HOPE**, emailed staff to inquire as to whether the Village would be open to supporting the Journeys organization in the upcoming CDBG Program Year. Journeys assists homeless and nearly homeless individuals and families by providing an emergency PADS shelter program, day center program/services, and a transitional housing program. In the past few years, Journeys has seen the number of Hoffman Estates residents served increase and the numbers of persons assisted continue to rise. Ms. Dickson stated that Journeys continues to hold interest in assisting with the Village's development of the upcoming five-year Consolidated Plan and hopes to have some social services funded.

PUBLIC INPUT: (Continued)

Under the current five-year Consolidated Plan, the Village has identified public infrastructure and single-family housing rehabilitation as priorities. The proposed budget reflects these goals.

FINANCIAL IMPACT:

The Community Development Block Grant allocation for FY2010 is \$327,334. This will provide 100% funding for the housing rehabilitation, lighting, and bicycle and pedestrian projects identified in the Annual Action Plan 2010, and a portion of funding for the Neighborhood Infrastructure street reconstruction project. It should be noted that only 20% of the CDBG funds can be used to reimburse the Village for administration costs and therefore some staff time will not be reimbursed.

RECOMMENDATION:

Approval of the Hoffman Estates' Community Development Block Grant Annual Action Plan 2010.

Attachments



VILLAGE OF HOFFMAN ESTATES

**COMMUNITY DEVELOPMENT BLOCK GRANT
ANNUAL ACTION PLAN: 2010**

PROGRAM YEAR 4 – OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011

ADOPTED BY THE HOFFMAN ESTATES VILLAGE BOARD:
_____, 2010

PREPARED BY:
VILLAGE OF HOFFMAN ESTATES
DEPARTMENT OF DEVELOPMENT SERVICES
1900 HASSELL ROAD
HOFFMAN ESTATES, IL 60169
(847)882-9100

HOFFMAN ESTATES VILLAGE BOARD

VILLAGE PRESIDENT

WILLIAM D. MCLEOD

TRUSTEES

KAREN V. MILLS

CARY J. COLLINS

RAYMOND M. KINCAID

JACQUELYN GREEN

ANNA NEWELL

GARY PILAFAS

DRAFT

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DRAFT

STANDARD FORM 424
 [24 CFR 91.220 (a)]

OMB Number: 4040-0004
 Expiration Date: 01/31/2009

Application for Federal Assistance SF-424		Version 02
<p>*1. Type of Submission:</p> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
<p>*2. Type of Application * If Revision, select appropriate letter(s)</p> <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision		
<p>*Other (Specify) _____</p>		
3. Date Received:		4. Applicant Identifier:
5a. Federal Entity Identifier:		5b. Federal Award Identifier:
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
*a. Legal Name: Village of Hoffman Estates		
*b. Employer/Taxpayer Identification Number (EIN/TIN): 36-2434101		*c. Organizational DUNS: 074439308
d. Address:		
*Street 1:	1900 Hassell Road	
Street 2:	_____	
*City:	Hoffman Estates	
County:	Cook	
*State:	Illinois	
Province:	_____	
*Country:	USA	
*Zip / Postal Code	60169	
e. Organizational Unit:		
Department Name: Development Services		Division Name: Planning
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix:	Mr	*First Name: Peter
Middle Name:	_____	
*Last Name:	Gugliotta	
Suffix:	_____	
Title:	Director of Planning	
Organizational Affiliation: Village of Hoffman Estates		
*Telephone Number: 847-781-2660		Fax Number: 847-781-2679
*Email: peter.gugliotta@hoffmanestates.org		

Application for Federal Assistance SF-424		Version 02
16. Congressional Districts Of:		
*a. Applicant: 8		*b. Program/Project: 8,6,10
17. Proposed Project:		
*a. Start Date: October 1,		*b. End Date: September 30,
18. Estimated Funding (\$):		
*a. Federal	327,334	
*b. Applicant		
*c. State	0	
*d. Local	0	
*e. Other		
*f. Program Income	0	
*g. TOTAL	327,334	
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?		
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____ <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E. O. 12372		
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001) <input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions		
Authorized Representative:		
Prefix: Mr.		*First Name: William
Middle Name: D.		
*Last Name: McLeod		
Suffix:		
*Title: Village President		
*Telephone Number: 847-882-9100		Fax Number: 847-781-2628
* Email: william.mcleod@hoffmanestates.org		
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Standard Form 424 (Revised 10/2005)
 Prescribed by OMB Circular A-102

Application for Federal Assistance SF-424

Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

[Empty text box for explanation]

Executive Summary

[24 CFR 91.220 (b)]

In 2006, the United States Department of Housing and Urban Development (HUD) identified the Village of Hoffman Estates as a Community Development Block Grant (CDBG) entitlement community. The Village completed a Consolidated Plan: 2006-2010 to address the goals of the CDBG program. The Consolidated Plan is a five year plan that provides a unified vision for developing actions designed to address housing and community development needs that provide decent housing, a suitable living environment, and expand economic opportunities that benefit low- and moderate-income residents.

The Annual Action Plan is a one-year plan that provides a detailed description of resources to be used and projects to be undertaken by the Village in effort to address the priority needs and specific objectives that were identified by the Consolidated Plan: 2006-2010. This Action Plan lists the activities to be carried out using Community Development Block Grant (CDBG) funds in the Program Year that runs from October 1, 2010 through September 30, 2011. The Village's allocation is \$327,334 for fiscal year 2010. The projects the Village intends to pursue during the program year include implementation of a single family rehabilitation program for eligible residents, installation of streetlights in an eligible neighborhood, street improvement projects in an eligible neighborhood, and administration of the programs. Each of the selected projects fulfills at least one of the annual objectives described below.

STATEMENT OF SPECIFIC ANNUAL OBJECTIVES

Specific objectives that address housing and community development needs for the citizens of Hoffman Estates were identified in the Consolidated Plan: 2006-2010. During Program Year 5, the Village will use CDBG funds to address certain objectives which are included in the Consolidated Plan. Other objectives will be addressed by supporting programs through technical assistance or other funding sources. These objectives are included below. Quantitative results for Program Year 5 for these program objectives are included in HUD Table 3, "Consolidated Plan Listing of Proposed Projects for Local Jurisdictions" (pages 9 through 13).

- Objective 1:** Provide emergency shelter, transitional housing with supportive services, and permanent supportive housing to persons with long-term mental illness, and homeless adults and children who are working toward solutions to their long-term housing needs.
- Objective 2:** Explore the provision of permanent housing choices for homeless persons by coordinating with Cook County Housing Authority and other public/private agencies to increase the number of decent and safe housing units that will not be an excessive cost burden or result in over-crowding.
- Objective 3:** In coordination with the Suburban Cook County Continuum of Care, study the feasibility of additional transitional and permanent housing with supportive services for homeless individuals and families.
- Objective 4:** Provide support services that ensure a continuum of care necessary for the elderly and other persons with special needs to live independently and with dignity.
- Objective 5:** Provide support services and outreach programs that address the needs of at-risk youths in order to provide opportunities for them to become successful adults.
- Objective 6:** Increase distribution of information regarding supportive services to ensure that eligible individuals are aware of available services.

- Objective 7:** Effectively utilize the existing housing stock by encouraging maintenance and rehabilitation efforts of housing units for low- and moderate-income persons.
- Objective 8:** Research the need to implement housing regulations that support construction or retention of affordable housing units.
- Objective 9:** Support accessibility modifications through rehabilitation of existing housing units and research the need to implement housing regulations in new construction of single-family and multi-family units that increase the number of accessible or adaptable units.
- Objective 10:** Promote revitalization programs by continuing to improve infrastructure and safety needs in existing neighborhoods.
- Objective 11:** Provide easier access to education, health care, senior and youth programs for underserved low- and moderate-income persons by locating programs within the community.

2010 ACTIVITIES AND DESCRIPTIONS

Three projects were identified that will receive 2010 CDBG funding for Program Year 5. These projects will directly address three of the objectives listed above.

Private Property Rehabilitation:

HUD Matrix Code: 14A
Local Objective 7 and 9

HUD Objective: Decent Housing
HUD Outcome: Affordability

This is a grant/loan program for very low- and low-income persons. Assistance is provided for moderate rehabilitation efforts such as roof and furnace replacements, exterior improvements and to address life safety issues. The objective for this program is to increase the supply of standard, affordable housing through rehabilitation of existing housing units. See page 9 for additional details.

Neighborhood Infrastructure Improvements:

HUD Matrix Code: 03
Local Objective 10

HUD Objective: Suitable Living Environment
HUD Outcome: Sustainability

In order to ensure that residential neighborhoods are safe and provide a good quality of life, the funds for this program will be used to improve street lighting, sidewalks, streets and certain safety features. The area commonly referred to as Barrington Square and is defined by Higgins Road to the south and Governor's Lane through the development has been a target area throughout this Consolidated Plan period. This neighborhood is within a CDBG eligible area as defined by HUD based on the relative income levels of the residents. Installation of Phase I streetlight program was installed in the Barrington Square neighborhood in 2008-2009 using budgeted CDBG funding. The Barrington Square neighborhood's security and stability would benefit considerably from installation of additional streetlights, planned as Phase II of the Barrington Square streetlight project. See page 10 for additional details and Appendix A for a map of the area.

A street reconstruction in the Barrington Square neighborhood was identified last year as part of a phased Neighborhood Infrastructure Improvement project. Williamsburg Drive has been identified as a priority project within a CDBG eligible area as defined by HUD, based on the relative income levels of the residents. Due to the availability of CDBG funds in Program Year 4, and current material and labor costs of reconstruction on debilitated streets, Williamsburg Drive is Phase II of the street reconstruction project which began with reconstruction of Western Street in Program Year 4 (2009-2010). Williamsburg Drive is located within the southern portion of the Barrington Square area discussed above; see page 11 for additional details and Appendix A for a map of the area.

At least one bicycle and pedestrian improvement project is planned for Program Year 5. Three potential projects have been selected as candidates for improvements in CDBG eligible neighborhoods. The activities would consist of either bicycle striping and signage, or intersection improvements to aid neighborhood bicycles and pedestrians safe direct access to the community center, schools, or places of employment. See page 12 for additional details and Appendix A for a map of the proposed areas.

Planning and Administration:

Planning funds will be used to complete the Action Plan and the Consolidated Annual Performance and Evaluation Report (CAPER). Administration funds will be used for overall program management, training, coordination, monitoring, and evaluation of CDBG and related programs. See page 13 for additional details.

PAST PERFORMANCE

The Village of Hoffman Estates was designated an Entitlement Community in 2006. Over the past four years, the Village has worked diligently to gain an understanding of the CDBG program, completed a Consolidated Plan, a Consolidated Annual Performance and Evaluation Report, an Annual Action Plan, set up the IDIS system, completed Environmental Review Reports, submitted quarterly and semiannual financial reports, and worked to complete projects to address the objectives of the plans.

Over this time, the Village has funded the rehabilitation of sixteen homes, completed Phase I of the street lighting project in Barrington Square, reconstructed portions of Spring Mill Drive and Western Street, and administered the CDBG program. In 2009, the American Recovery and Reinvestment Act (ARRA) allocated an additional \$81,078 to Hoffman Estates for CDBG projects. With this funding, the Village reconstructed sidewalks and installed pedestrian-accessibility ramps in the Barrington Square neighborhood. The Village has continually worked to meet the other Consolidated Plan objectives through programs and efforts not funded by the CDBG program.

CITIZEN PARTICIPATION AND CONSULTATION

The Village held a public hearing during the development of the Annual Action Plan 2010. The hearing was held to obtain comments on the Draft Annual Action Plan as well as obtain feedback on community needs and how they might be addressed through the Community Development Block Grant Program. Throughout the program year, three agencies contacted the Village of Hoffman Estates with project proposals. Each agency was asked to submit a letter or proposal for their project and these are included in Appendix C. Unfortunately, no residents or agencies attended the public hearing to share their views. To the best of the Village's knowledge, there were no complications or miscommunication of the public hearing's location, date, or time that would prevent attendance. The mailing lists, comment sheet, public notice, certificate of publication, and hearing minutes are included in Appendix C.

RESOURCES AND OBJECTIVES

[24 CFR 91.220 (c)]

FEDERAL RESOURCES

During CDBG Program Year 5, October 1, 2010, through September 30, 2011, the Village of Hoffman Estates anticipates an allocation of \$327,334 in CDBG funds plus an additional estimated \$33,092 of unexpended funds from Program Year 4. In addition, the CDBG program recaptures funds from the private property rehabilitation program. In 2010, one property improved by the private property rehabilitation program was repaid to the Village. The total value of the program income returned to the Village is \$13,576, from two receipts of program income. The exact amount of program income funds to be received in Program Year 5 cannot be determined in advance and is not included in the annual budget. All program income will be returned to the budget for the program from which they were generated and will be used to supplement that program. The funds received return to a separate program income account within the Village's CDBG account, are recorded as Program Income in the Integrated Database

Information System (IDIS), and used for the first home rehabilitation project after the income was received.

The Village does not have a Section 108 loan. Therefore, no funds are anticipated from this program. CDBG and other funds will be leveraged to provide the greatest opportunity for use of funds. It is anticipated that the community will indirectly receive additional services funded through Federal and State Continuum of Care (CoC), Section 8, State Emergency Shelter Grant, other Federal, State and local funds, private foundations, local lenders, private funding agencies and other sources identified during the program year to conduct housing and community development programs.

OTHER RESOURCES

The Village will provide support to eligible nonprofit and for-profit agencies for proposed housing, community development, and social service projects that are consistent with the Consolidated Plan. These agencies must provide sufficient information for the Village to determine that adequate organizational capacity exists for the agency to provide a level of service consistent with needs identified in the Consolidated Plan.

The Department of Housing and Urban Development (HUD) does not require the Village to provide match funding for any programs that are a part of this Action Plan, however the CDBG funding allocated to several Program Year 5 infrastructure improvement projects will be supplementary to other Village funds in order to complete the projects.

The Village will be the lead agency in administering CDBG funds to address affordable housing, supportive services, and community development priorities. Other anticipated funds including Section 8, ESG, HOPWA, and CoC homeless assistance will be administered by other local or regional agencies as appropriate.

STATEMENT OF SPECIFIC ANNUAL OBJECTIVES

Specific objectives that address housing and community development needs for the citizens of Hoffman Estates were identified in the Consolidated Plan: 2006-2010. During Program Year 5, the Village will use CDBG funds to address certain objectives which are included in the Consolidated Plan. Other objectives will be addressed by supporting programs through technical assistance or other funding sources. These objectives are listed below.

- Objective 1:** Provide emergency shelter, transitional housing with supportive services, and permanent supportive housing to persons with long-term mental illness, and homeless adults and children who are working toward solutions to their long-term housing needs.
- Objective 2:** Explore the provision of permanent housing choices for homeless persons by coordinating with Cook County Housing Authority and other public/private agencies to increase the number of decent and safe housing units that will not be an excessive cost burden or result in over-crowding.
- Objective 3:** In coordination with the Suburban Cook County Continuum of Care, study the feasibility of additional transitional and permanent housing with supportive services for homeless individuals and families.
- Objective 4:** Provide support services that ensure a continuum of care necessary for the elderly and other persons with special needs to live independently and with dignity.
- Objective 5:** Provide support services and outreach programs that address the needs of at-risk youths in order to provide opportunities for them to become successful adults.

- Objective 6:** Increase distribution of information regarding supportive services to ensure that eligible individuals are aware of available services.
- Objective 7:** Effectively utilize the existing housing stock by encouraging maintenance and rehabilitation efforts of housing units for low- and moderate-income persons.
- Objective 8:** Research the need to implement housing regulations that support construction or retention of affordable housing units.
- Objective 9:** Support accessibility modifications through rehabilitation of existing housing units and research the need to implement housing regulations in new construction of single-family and multi-family units that increase the number of accessible or adaptable units.
- Objective 10:** Promote revitalization programs by continuing to improve infrastructure and safety needs in existing neighborhoods.
- Objective 11:** Provide easier access to education, health care, senior and youth programs for underserved low- and moderate-income persons by locating programs within the community.

ACTIVITIES TO BE UNDERTAKEN: PROGRAM YEAR 5

[24 CFR 1.220 (d)]

The Village intends to address three activities and fund program administration during Program Year 5, CDBG program year 2010.

<u>2010/2011 CDBG FUNDING ALLOCATIONS</u>		
<u>Previously Unused Funds</u>		
<i>Left over from infrastructure projects</i>		\$33,092
<u>2010/2011 Allocation</u>		
		\$327,334
<u>Total Funds Available for 2010/2011 Allocation</u>		
		\$360,426
<u>2010/2011 Budgeted Funds</u>		
<u>Infrastructure Improvements (Objective 10)</u>		
Streetlighting Project Phase II	\$150,000	
Street Reconstruction Project	\$19,960	
Bicycle and Pedestrian Improvement Project	\$15,000	
<u>Private Property Rehabilitation (Objective 7 & 9)</u>		
		\$110,000
<u>Planning & Administration</u>		
		\$65,466
<u>TOTAL FUNDS BUDGETED</u>		
		\$360,426

The following tables provide a project description for each activity. Table 3C correlates the project to objective and outcome categories, HUD matrix codes, CDBG citations, National Objective and performance indicators as well as funding information.

**TABLE 3C – ANNUAL ACTION PLAN LISTING OF PROJECTS
PRIVATE PROPERTY HOUSING REHABILITATION**

Jurisdiction's Name: Village of Hoffman Estates

Priority Need: Effectively utilize the Village's existing housing stock by encouraging maintenance and rehabilitation efforts of housing units for low- and moderate-income persons.

Project Title: Private Property Housing Rehabilitation

Description: Private property rehabilitation program for very low-, low- and moderate-income owner-occupied single-family properties.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity

Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area: Community-wide

Objective Number: 7	Project ID
HUD Matrix Code: 14A	CDBG Citation: 570.202
Type of Recipient: Households	CDBG National Objective: 570.208(a)(3) LMH
Start Date: 10/1/10	Completion Date: 09/30/11
Performance Indicator: Low/Mod Households	Annual Units: 4
Local ID: 01.08	Units Upon Completion: 4

Funding Source	
CDBG	\$110,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$110,000

The primary purpose of the project is to help:

the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**TABLE 3C – ANNUAL ACTION PLAN LISTING OF PROJECTS
NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS**

Jurisdiction's Name: Village of Hoffman Estates

Priority Need: Promote revitalization programs by continuing to improve infrastructure and safety in existing neighborhoods that have been identified as revitalization areas. The specific target area is commonly referred to as Barrington Square and is defined by Higgins Road to the south and Governor's Lane through the development. This neighborhood is within a CDBG eligible area as defined by HUD based on the relative income levels of the residents. Installation of Phase I streetlight program was completed in the Barrington Square neighborhood in 2008-2009 using budgeted CDBG funding. This neighborhood's security and stability would benefit considerably from installation of additional streetlights as planned Phase II of the Barrington Square streetlight project. Due to scheduling conflicts and priority of funding for another planned project, completion of Phase II of this project was delayed in Program Year 4. Staff continued to work on engineering and planning of Phase II throughout Program Year 4.

Project Title: Neighborhood Infrastructure Improvements

Description: Revitalize at least 1 neighborhood by completing sidewalk, street lighting, and other infrastructure improvements.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity

Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area: Low/moderate-income area to be identified.

Objective Number: 10	Project ID
HUD Matrix Code: 03	CDBG Citation: 570.201
Type of Recipient:	CDBG National Objective: 570.208(a)(1) – LMA
Start Date: 10/1/10	Completion Date: 09/30/11
Performance Indicator: Low/Mod Area	Annual Units: 1
Local ID: 02.08	Units Upon Completion: 1

Funding Sources:	
CDBG	\$150,000
ESG	_____
HOME	_____
HOPWA	_____
Total Formula	_____
Prior Year Funds	_____
Assisted Housing	_____
PHA	_____
Other Funding	_____
Total	\$150,000

The primary purpose of the project is to help:

the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

TABLE 3C – ANNUAL ACTION PLAN LISTING OF PROJECTS
NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS

Jurisdiction's Name: Village of Hoffman Estates

Priority Need: Promote revitalization programs by continuing to improve infrastructure and safety in existing neighborhoods that have been identified as revitalization areas. Two street reconstructions in eligible neighborhoods have been selected as a phased Neighborhood Infrastructure Improvement project. The project will be funded by a combination of CDBG funding and other Village funds. Available funding will only allow for one street project per year. Williamsburg Drive has been identified as a priority project within a CDBG eligible area as defined by HUD based on the relative income level of the residents. This project is the second phase of the CDBG street reconstruction project, which began with the reconstruction of Western Street in Program Year 4. Williamsburg Drive is located within the southern portion of the Barrington Square area.

Project Title: Neighborhood Infrastructure Improvements

Description: Revitalize at least 1 neighborhood by completing sidewalk, street lighting, and other infrastructure improvements.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity

Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area: Low/moderate-income area to be identified.

Objective Number: 10	Project ID
HUD Matrix Code: 03	CDBG Citation: 570.201
Type of Recipient:	CDBG National Objective: 570.208(a)(1) – LMA
Start Date: 10/1/10	Completion Date: 09/30/11
Performance Indicator: Low/Mod Area	Annual Units: 1
Local ID: 02.08	Units Upon Completion: 1

Funding Sources:	
CDBG	\$19,960
ESG	_____
HOME	_____
HOPWA	_____
Total Formula	_____
Prior Year Funds	_____
Assisted Housing	_____
PHA	_____
Other Funding	_____
Total	\$19,960

The primary purpose of the project is to help:
 the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**TABLE 3C – ANNUAL ACTION PLAN LISTING OF PROJECTS
NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS**

Jurisdiction's Name: Village of Hoffman Estates

Priority Need: Promote revitalization programs by continuing to improve infrastructure and safety in existing neighborhoods that have been identified as revitalization areas.

Project Title: Bicycle and Pedestrian Improvements

Description: Improve and install bicycle and pedestrian accommodations within or adjacent to CDBG eligible neighborhoods with the intent to improve accessibility for low-moderate income individuals who reside there. One of the potential improvement locations is located at Moon Lake Drive and Governors Lane. Intersection accessibility and bicycle signage and striping improvements would be provided at this site. A second opportunity is identified along Salem Road and Bode Road. Providing bicycle lane access and signage would assist families who need access to the local Community Resource Center and also would provide safer access to two local schools. A third opportunity, would install a section of sidewalk along the south side of Higgins Road, west of Volid Drive. This sidewalk would provide direct public access to the Hoffman Estates Park District Community Center. Each of these projects was budgeted \$15,000 or less in the 2010 Village Comprehensive Bicycle Plan. The final project will be selected based upon actual estimated cost, determined immediate need, and potential demographic changes determined by 2010 Census data.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity

Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area: Community-wide

Objective Number: 10	Project ID
HUD Matrix Code: 03	CDBG Citation: 570.201
Type of Recipient:	CDBG National Objective: 570.208(a)(1) – LMA
Start Date: 10/1/10	Completion Date: 09/30/11
Performance Indicator: Low/Mod Area	Annual Units: 1
Local ID: 02.08	Units Upon Completion: 1

Funding Sources:

CDBG	\$15,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$15,000

The primary purpose of the project is to help:

- the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**TABLE 3C – ANNUAL ACTION PLAN LISTING OF PROJECTS
PLANNING AND ADMINISTRATION**

Jurisdiction's Name: Village of Hoffman Estates

Priority Need: Planning and Administration

Project Title: Planning and Administration

Description: Activities including development of the Annual Action Plan and other required HUD documents, overall program management, coordination, and evaluation of the program. The Village intends to use a combination of staff time and a consultant to administer the program.

Objective Category: Suitable Living Environment Decent Housing Economic Opportunity

Outcome Category: Availability/Accessibility Affordability Sustainability

Location/Target Area: N/A

Objective Number: N/A	Project ID
HUD Matrix Code: 21A	CDBG Citation: 570.206
Type of Recipient: N/A	CDBG National Objective: N/A
Start Date: 10/01/10	Completion Date: 09/30/11
Performance Indicator: N/A	Annual Units: N/A
Local ID: 03.08	Units Upon Completion: N/A

Funding Sources:

CDBG	\$65,466
ESG	_____
HOME	_____
HOPWA	_____
Total Formula	_____
Prior Years Funds	_____
Assisted Housing	_____
PHA	_____
Other Funding	_____
Total	\$65,466

The primary purpose of the project is to help:

- the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

OUTCOME MEASURES

[24 CFR 91.220 (e)]

During Program Year 1, the Village developed a performance measurement system used in determining the outcome of programs funded through CDBG. This system will provide proposed outcome and actual outcome. Results of this system will be incorporated in the Comprehensive Annual Performance and Evaluation Report (CAPER). In general, the following projects will generate the corresponding performance measure:

Single-family Residential Rehabilitation:	Number of Households (5 expected)
Neighborhood Infrastructure Improvements:	Number of Neighborhoods (2 expected)

GEOGRAPHIC DISTRIBUTION

[24 CFR 91.220 (f)]

Geographically targeted funding will be provided for the neighborhood infrastructure improvements. An area referred to as Barrington Square is part of a CDBG eligible area located between Route 72 and Hassell Road, generally along Governors Lane, is planned to receive infrastructure improvements. This area is composed of parts of three of the Village's eleven eligible areas with low to moderate income levels of 33.1%, 42.9% and 46.1%. The streetlighting infrastructure improvement project is concentrated in this neighborhood. Only residents of the eligible census blocks benefit from this improvement. The area is residential in nature and no collector streets run through the area drawing any ineligible residents to benefit. See eligible areas and project area maps in Appendix A. The bicycle and pedestrian improvements will be located in different Village neighborhoods. These locations are identified in the project maps in Appendix A.

One project will be funded on a community-wide basis: private property rehabilitation. Administration funds will be used to develop the Action Plan, Consolidated Annual Performance Report (CAPER), program guidelines, and other plans and procedures required by HUD for administration of the CDBG grant.

AFFORDABLE HOUSING

[24 CFR 91.220(g)]

FOSTER AND MAINTAIN AFFORDABLE HOUSING

The Village will provide housing rehabilitation for low/moderate income residents via the single family rehabilitation program. The Village will use over one third of their 2010 CDBG allocation to address this need. It is anticipated that five homes will be rehabilitated with the 2010 allocation.

The Village will also try to work with property managers, tenants and homeowners in the creation of landlord/tenant and neighborhood associations that work to foster a better quality of life for residents.

The Village will provide staff support and continue to increase intergovernmental coordination with area agencies to improve the services and availability for low and moderate income residents. The Village has not directly budgeted CDBG funding to address the homeless, non-homeless, and special needs households.

PUBLIC HOUSING

[24 CFR 91.220(h)]

There are no public housing projects in the Village. All subsidized housing is provided through tenant based Section 8 Vouchers that are administered by the Housing Authority of Cook County (HACC). The wait list for these vouchers is closed and HACC is not taking applications.

The HACC also operates a Rent Assistance Division called the Housing Choice Voucher Program. This program is designed to expand housing opportunities in the private housing market to low-income families. The HACC provides rent assistance to over 12,000 households including families, the elderly and the disabled.

The HACC helps participants move toward self-sufficiency by connecting participants with other services. One such initiative is the Family Self-Sufficiency Program that assists participating families in obtaining the skills they need to become economically independent from government services. Another initiative is the Home Ownership Program that assists participating families by allowing them to use their voucher subsidy for mortgage subsidy purposes. In general, the Village will encourage public housing residents to become more involved in management and participate in homeownership and promote programs that encourage families receiving housing subsidies to work toward homeownership by utilizing first time homebuyer programs.

HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES

[24 CFR 91.220(i)]

EMERGENCY SHELTER AND TRANSITIONAL HOUSING

The Village will work with and support the activities of other organizations, such as PADS and WINGS, which focus on the needs of the homeless and special needs populations and provide support to homeless individuals seeking information and help.

PREVENTION

Using non-CDBG funding, the Village has supported a community resource center (CRC) for the last several years. The CRC is housed in a unit in an apartment building where many low and moderate income residents live, and local agencies provide supportive services programs for seniors, youth and low-income families. There is an acknowledged need to move the CRC to a space in the same area of town that will accommodate more people. The Village continues to investigate opportunities that may offer a comparable location and improved access to CRC clientele in the future.

In addition, The Village will provide CDBG assistance through existing staff to support the services and programs that work to prevent homelessness. The Village will continue to coordinate with area agencies such as PADS, WINGS, CEDA, and the Community Resource Center to provide programs designed to help a broad spectrum of Village residents including homeless, as well as, low income, elderly, and disabled individuals and families. Agencies such as Journeys from PADS to HOPE and the Cook County Alliance to Prevent Homelessness have recently reached out to the Village. While there is not funded support of the organizations in Program Year 5, the Village plans to communicate frequently with the organizations and attend regional meetings concerning the up-to-date status of homelessness and prevention efforts. Each organization stated in their funding proposal that they would like to work with the Village when creating the new five-year Consolidated Plan.

Any agencies monetarily supported by the Village will be required to provide sufficient information to determine organizational capacity necessary to provide a high level of service consistent with the needs identified in the Consolidated Plan Gaps Analysis.

HOMELESS TRANSITION TO PERMANENT HOUSING AND INDEPENDENT LIVING

The Village will provide CDBG assistance through existing staff to support the services and programs that work to help persons with transition to permanent housing and living independently. The Village will work to coordinate with area agencies such as PADS, WINGS, CEDA, and the Community Resource Center to provide programs designed to help a broad spectrum of Village residents including homeless, as well as, low income, elderly, and disabled individuals and families.

SPECIAL NEEDS POPULATION WHO ARE NOT HOMELESS

The Village will provide CDBG assistance through existing staff to support the services and programs that work to help persons with special needs such as the disabled, persons with mental illness, persons with drug dependence, and the elderly and frail elderly to continue to live independently. The Village will work to coordinate with area agencies such as PADS, WINGS, CEDA, and the Community Resource Center to provide programs designed to help a broad spectrum of Village residents including homeless, as well as, low income, elderly, and disabled individuals and families.

BARRIERS TO AFFORDABLE HOUSING

[24 CFR 91.220(j)]

Over 22 percent of the housing in Hoffman Estates is considered affordable. This exceeds the State of Illinois affordable housing threshold, and indicates that the current Village policies encourage diverse housing opportunities within the Village, including the maintenance and development of affordable housing. The CDBG single family private property rehabilitation project supports the maintenance of affordable homes and a number of residential developments for elderly residents are located within the Village. Village staff regularly monitors the private property rehabilitation application process for evidence of discrimination or barriers to fair housing. To date there is no evidence that the rehabilitation program or the Village's policies or codes discourage affordable housing. The Village will continue to monitor the situation, take action to abate detrimental policies when they are identified, and review existing building codes and zoning regulations to determine better methods to support the creation and retention of affordable housing.

IMPEDIMENTS TO FAIR HOUSING CHOICE

The Village conducted an Analysis of Impediments to Fair Housing to identify impediments to fair housing choice and actions to be taken to ensure that all residents are treated equally and fairly. This analysis is on file at the Village and reflects positive fair housing practices and opportunities that exist throughout the Village. However, a recent study (Racial Residential Segregation and Exclusion in Illinois) completed by Maria Krysan, PhD at the University of Illinois Chicago) indicated that the Village of Hoffman Estates has a dissimilarity rate showing 53.7% of Latinos living within one area of the Village. This clustering of race could be caused by economic disparity, discriminatory practices, or because of resident preferences. In an attempt to prevent dissimilation, the Village has distributed information in English and Spanish to community resources that actively assist the local Latino population to spread the word about discriminatory practices and fair housing issues. The Village will continue to monitor the housing market to determine if impediments exist and take action to abate any detrimental situation that is found.

AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)

The Village conducted an analysis of impediments to fair housing during the 2006 program. The analysis included surveying local agencies to determine their experience with fair housing issues within the Village, as well as analyzing demographics and housing trends within the Village. The analysis concluded that Hoffman Estates is a community that provides a balanced environment that includes affordable housing and a diverse population with no indication of unfair treatment to any specific population. The Village's AFFH program is currently being re-evaluated based upon new information from a local fair housing agency. Staff hopes to have a revised plan for AFFH by the beginning of the 2011 Program Year. The Village will continue to monitor the situation by coordinating with local agencies to inform the public of their rights and watch for signs of unfair practices and take action if a problem is identified.

NEIGHBORHOOD STRATEGY AREAS

The Village does not have HUD designated Neighborhood Revitalization Strategy Areas. The Village will continue to monitor the condition of older neighborhoods to determine if there is a need to prepare formal revitalization plans for HUD approval as strategy areas.

OTHER ACTIONS [24 CFR 91.220(k)]

UNDERSERVED NEEDS

The Village will continue to support agencies seeking additional funding for programs that meet the Consolidated Plan objectives and insure information regarding available services is provided to individuals eligible for, but not presently using, available programs.

LEAD BASED PAINT HAZARDS

During Program Year 5, the Village will continue to work with the Cook County Health Department and Illinois Health Department to monitor lead-based paint hazards in the community. To reduce lead hazards in residential units, the Village developed a lead hazard reduction plan as required by HUD and which incorporated federal guidelines for all applicable CDBG funded programs. In addition, the Housing Rehabilitation Program requires tests for lead in homes participating in the housing rehabilitation program which were built prior to 1970. If the home is found positive for lead, the children in the household are sent to Cook County for testing. In Program Year 4, two of the rehabilitation homes were found to have lead hazards. There were no children living in the homes, and lead paint was properly abated by professionals.

REDUCE NUMBER OF POVERTY LEVEL FAMILIES

Anti-poverty strategies were identified in the Consolidated Plan 2006-2010. The Village intends to continue address these issues through Program Year 5.

- Self-sufficiency: Support comprehensive, family case management/self-sufficiency programs that promote, empower and nurture families or family members toward self-sufficiency, help to eliminate causes of poverty and help break generational cycles of poverty.
- Networking: Provides information and referral support services for low-income individuals and families by supportive service providers in the community.
- Emergency Assistance: Support services that provide for urgent family needs including housing and nutrition services.
- Housing: Assist low-income homeowners with housing rehabilitation.
- Income Management: Support programs that provide family stabilization such as family budget counseling, financial management, credit, and income tax planning and preparation.
- Nutrition and Health: Support health and nutrition programs including direct client services, referrals, counseling and educational programs.

DEVELOP INSTITUTIONAL STRUCTURE

The Village intends to implement programs that foster partnerships to insure full utilization of resources in the completion of CDBG related programming and coordinate efforts between the Village and other appropriate partners for community development programs. For instance, the Village's Community Resource Center provides a single, accessible location for residents to access services and programs. These programs include English as a Second Language, computer classes, child day care, health clinics, etc. The Village will also be available to provide technical assistance to local nonprofit agencies and organizations that provide public and community services to residents with special needs.

ENHANCE COORDINATION BETWEEN PUBLIC AND PRIVATE HOUSING AND SOCIAL SERVICE AGENCIES

The Village will provide technical assistance, as determined, to entities seeking funding for housing, health and social services that are consistent with the Consolidated Plan objectives.

SPECIFIC PROGRAM REQUIREMENTS

[24 CFR 91.220(l)]

The Village of Hoffman Estates is a Community Development Block Grant entitlement community. The following information addresses specific CDBG program requirements.

PLANNED ACTIVITIES

The Village has planned four activities to fund and set aside some funds for administration during Program Year 5, CDBG program year 2010. A total of 80% of the CDBG 2010 allocation will directly support low and moderate income residents of the Village of Hoffman Estates.

<u>2010/2011 CDBG FUNDING ALLOCATIONS</u>		
<u>Previously Unused Funds</u>		
<i>Left over from infrastructure projects</i>		\$33,092
<u>2010/2011 Allocation</u>		\$327,334
<u>Total Funds Available for 2010/2011 Allocation</u>		\$360,426
<u>2010/2011 Budgeted Funds</u>		
<u>Infrastructure Improvements (Objective 10)</u>		\$184,960
Streetlighting Project Phase II	\$150,000	
Street Reconstruction Project	\$19,960	
Bicycle and Pedestrian Improvement Project	\$15,000	
<u>Private Property Rehabilitation (Objective 7 & 9)</u>		\$110,000
<u>Planning & Administration</u>		\$65,466
<u>TOTAL FUNDS BUDGETED</u>		\$360,426

FUNDS EXPECTED TO BE AVAILABLE

During CDBG Program Year 5, October 1, 2010, through September 30, 2011, the Village of Hoffman Estates anticipates the receipt of \$327,334 in CDBG funds. In addition, the CDBG program recaptures funds from the private property rehabilitation program. The exact amount of program income funds to be received cannot be determined in advance and is not included in the budget. All program income will be returned to the program from which they were generated and will be used to supplement that program. The funds received return to a separate program income account within the Village's CDBG account, are recorded as Program Income in the Integrated Database Information System (IDIS), and used for the first home rehabilitation project after the income was received.

The Village does not have a Section 108 loan. Therefore, no funds are anticipated from this program. CDBG and other funds will be leveraged to provide the greatest opportunity for use of funds. It is anticipated that the community will receive additional funding from Federal and State Continuum of Care (CoC), Section 8, State Emergency Shelter Grant, other Federal, State and local funds, private foundations, local lenders, private funding agencies and other sources identified during the program year to conduct housing and community development programs.

The Village will provide support to eligible nonprofit and for-profit agencies for proposed housing, community development, and social service projects that are consistent with the Consolidated Plan. These agencies must provide sufficient information for the Village to determine that adequate

organizational capacity exists for the agency to provide a level of service consistent with needs identified in the Consolidated Plan.

The Village is not required to provide matching funding for any programs that are a part of this Action Plan.

The Village will be the lead agency in administering CDBG funds to address affordable housing, supportive services, and community development priorities. Other anticipated funds including Section 8, ESG, HOPWA, and CoC homeless assistance will be administered by other local or regional agencies as appropriate.

CERTIFICATIONS

[24 CFR 91.225]

As part of the CDBG program, the Village is required to provide certifications that certain conditions are followed both within the Village in general and in reference to the CDBG program specifically. The subjects of these certifications are listed below. The executed certifications are found in Appendix B.

Affirmatively Furthering Fair Housing	Anti-displacements and Relocation Plan
Drug-Free Workplace	Anti-Lobbying
Authority of Jurisdiction	Consistency with Plan
Acquisition and Relocation	Section 3
Citizen Participation	Community Development Plan
Following a Plan	Use of Funds
Excessive Force	Compliance with Antidiscrimination laws
Compliance with Lead Based Paint Procedures	Compliance with Laws

MONITORING

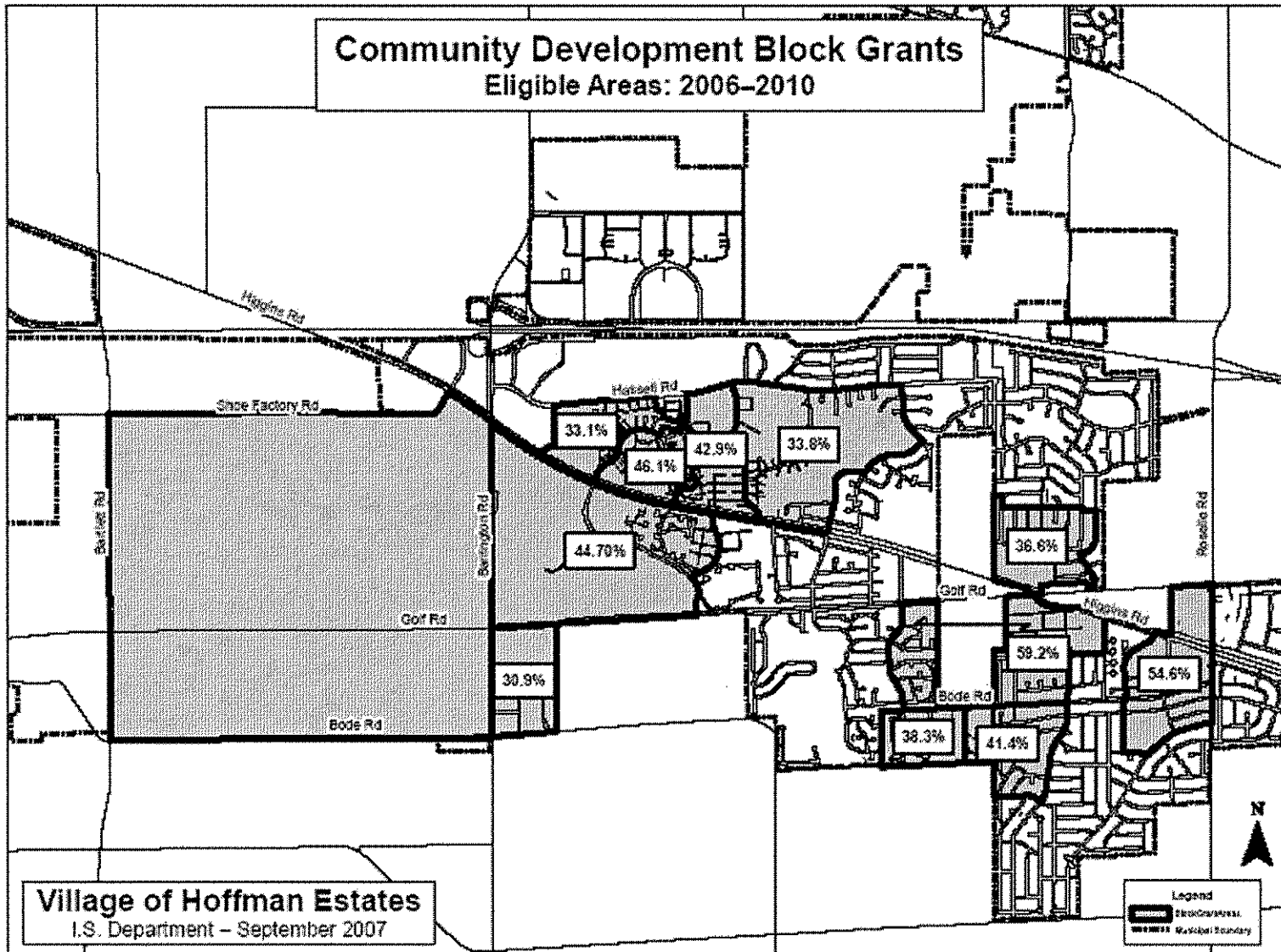
[24 CFR 91.230]

The Village will continue the monitoring plan based on CDBG regulations and conduct regular monitoring visits in conformance with the approved plan. The Village will monitor progress of all programs funded during the program year to ensure compliance with federal regulations. It is anticipated that subrecipients will administer public services and housing rehabilitation programs. Staff will monitor the single family rehabilitation program with on site visits during the project construction and on-site visits to the office. Documentation of project progress & financial procedures will also be monitored. The subrecipient will be required to submit documentation of each project prior to invoice approval. The neighborhood infrastructure improvements projects will include labor standards for contractor qualification and on site visits during construction will be conducted, including worker interviews.

Subrecipient funding for public services include annual audits, resumes of responsible staff members, and other information that will provide details of the agencies' capacity to adequately deliver the proposed programs.

During the program year, the Village will monitor the performance of all activities in order to measure them against the Consolidated Plan goals and objectives to insure conformance with the Plan and evaluate progress toward meeting the quantitative and qualitative benchmarks. The Neighborhood Infrastructure Streetlighting project is proceeding with finalizing the contract and forthcoming construction of the second phase of the project to begin in Program Year 5. The Neighborhood Infrastructure Street Reconstruction project is proceeding with the development of engineering plans, bid specifications, and forthcoming construction of a second phase of the project to begin in Program Year 5. Finally, the single family rehabilitation program is anticipated to include the rehabilitation of five homes.

**APPENDIX A
ELIGIBLE AREAS MAP**



Barrington Square Neighborhood
Streetlight Project – Phase II



Hoffman Estates Designated Eligible Areas



Barrington Square
Neighborhood Improvement Area

Prepared by the Planning Division
June 2009

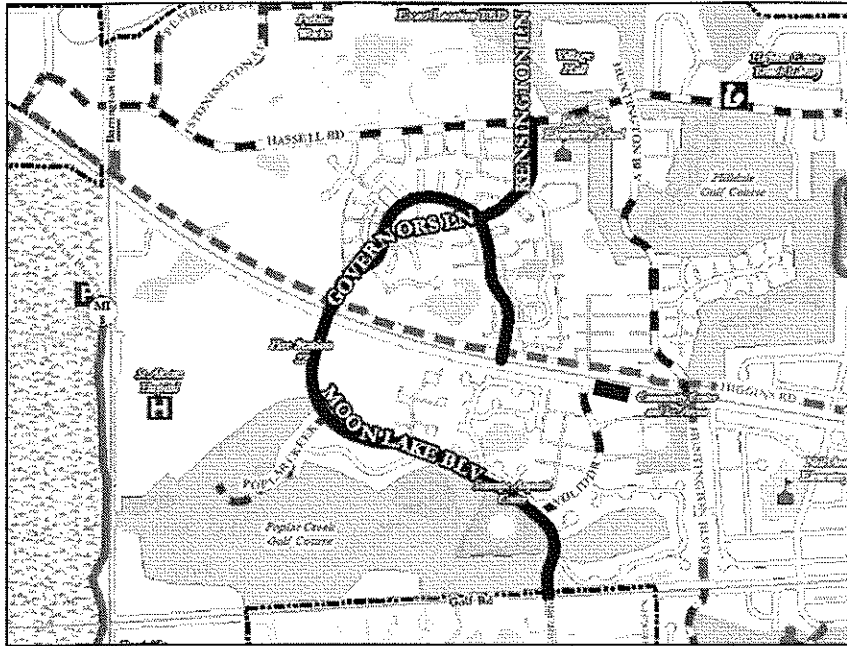
**Williamsburg Drive in Barrington Square Neighborhood
2009 (Program Year 4) CDBG
Neighborhood Infrastructure Improvement Project**



1 inch = 300 feet

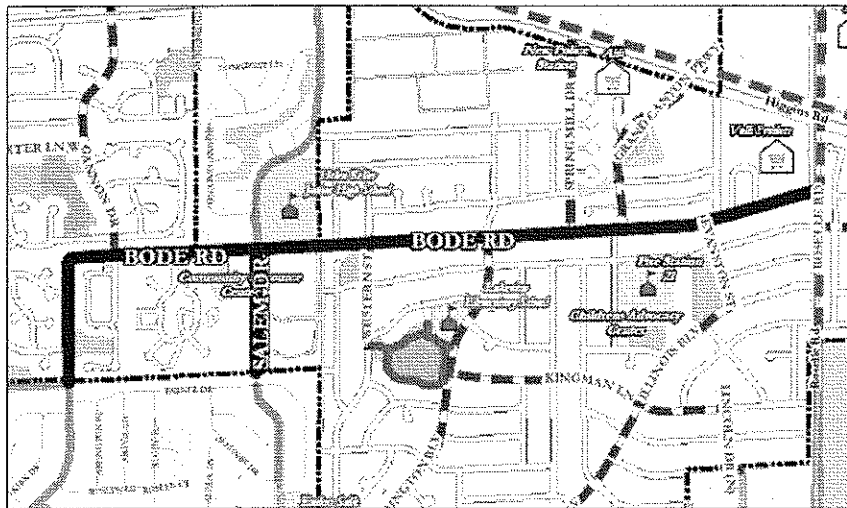
Blue hatch indicates CDBG Eligible Area
Yellow crosshatch indicates planned project location

Planning Division
Village of Hoffman Estates
June 2009



Map of proposed Barrington Square / Moon Lake Drive and location of Volid Drive area bicycle facilities.

The thick red lines indicate proposed facilities.



Map of proposed Bode Rd / Salem Road bicycle facilities.

The thick red and blue lines indicate proposed facilities.

**APPENDIX B
CERTIFICATIONS**

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under Section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying – To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction – The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

William D. McLeod 7-9-2010
Signature/Authorized Official Date

Village President
Title

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;

2. **Overall Benefit.** The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2006, 2007, 2008, 2009, and 2010, shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

William D. Asch 7-9-2010
Signature/Authorized Official Date

Village President
Title

**OPTIONAL CERTIFICATION
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

William D. Asch 7-9-2010
Signature/Authorized Official Date

Village President
Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.

William D. McEl 7-9-2010
Signature/Authorized Official Date
Village President
Title

ESG Certifications

The Emergency Shelter Grantee certifies that:

Major rehabilitation/conversion -- It will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 10 years. If the jurisdiction plans to use funds for rehabilitation (other than major rehabilitation or conversion), the applicant will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 3 years.

Essential Services and Operating Costs -- Where assistance involves essential services or maintenance, operation, insurance, utilities and furnishings, it will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure as long as the same general population is served.

Renovation -- Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services -- It will assist homeless individuals in obtaining appropriate supportive services, including permanent housing, medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living, and other Federal State, local, and private assistance.

Matching Funds -- It will obtain matching amounts required under 24 CFR 576.51.

Confidentiality -- It will develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement -- To the maximum extent practicable, it will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, operating facilities, and providing services assisted through this program.

Consolidated Plan -- It is following a current HUD-approved Consolidated Plan or CHAS.

Discharge Policy --- It has established a policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

HMIS -- It will comply with HUD's standards for participation in a local Homeless Management Information System and the collection and reporting of client-level information.

William D. Ong
Signature/Authorized Official

7-9-2010
Date

Village President
Title

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

William D. McLeod 7-9-2010
Signature/Authorized Official Date
Village President
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

APPENDIX C
CITIZEN PARTICIPATION

CITIZEN PARTICIPATION

PUBLIC INQUIRIES/COMMENTS RECEIVED THROUGHOUT YEAR

During Program Year 4, the following inquiries were received related to the CDBG program:

- Upon the posting of the Program Year 5 Action Plan and notifying area agencies, the Schaumburg Public Library took special interest and requested copies to post inside the two libraries.
- Twelve telephone inquiries and ten on-site requests were made to the Village regarding funds for housing rehabilitation. The callers & visitors were directed to the North West Housing Partnership, the Village's subrecipient, which administers the CDBG single family rehabilitation program. Additional application/informational brochures were put on display at the Village Hall, posted on the Village website, articles were published in the Village newsletter, and notices ran on the Village cable channel.
- Inquiry was made regarding funding assistance for aid to Hoffman Estates homeless and nearly homeless by the Journeys from PADS to HOPE organization. Staff instructed the organization to send a funding proposal and summary of program operations in order to be considered for funding in Program Year 5. The funding request was included in a memo to the Board of Trustees prior to the Public Hearing.
- Inquiry was made regarding funding assistance for aid to Hoffman Estates victims of domestic violence by the Life Span organization. Staff instructed the organization to send a funding proposal and summary of program operations in order to be considered for funding in Program Year 5. The funding request was included in a memo to the Board of Trustees prior to the Public Hearing.

CDBG PUBLIC HEARING
NOTIFICATION LIST

The following list represents agencies or organizations the Village of Hoffman Estates has included on their notification list for the CDBG Program:

Elected Officials

- The Honorable Paul Froehlich
- The Honorable Fred Crespo
- The Honorable Suzanne Bassi
- The Honorable John J. Millner
- The Honorable Matt Murphy
- The Honorable Michael Noland

- Clearbrook Center for the Handicapped
- Community Crisis Center Shelter, Inc
- Alliance to End Homelessness in Suburban Cook County
- Home of the Sparrow

Service Providers

- Leyden Family Services/SHARE
- Children's Advocacy Center
- Catholic Charities
- Children's Home and Aid Society of Illinois
- Willow Creek Community Care Center Food Pantry
- The Salvation Army Community Counseling Center
- Centro de Informacion
- The Bridge Youth and Family Services
- PHD Counseling Center
- Renz Addiction Counseling Center

Senior Housing Providers

- Brookdale-The Devonshire of Hoffman Estates
- Sunrise Senior Living
- Carefree Development Corp.

Faith Based Organizations

- Life Changers International Church
- Korean Church of Chicago
- Destiny Church
- Church of the Cross
- Summit View Christian Church
- Willow Creek Community Care Center
- St. Hubert Catholic Church
- Alliance Fellowship Church
- The Church of the Holy Innocents Episcopal Church
- Beth Tikvah Congregation
- Bright Hope International

Housing Rehabilitation

- North West Housing Partnership

Health Care

- St. Alexius Medical Center
- Alexian Brothers Behavior Health Hospital
- Alden-Poplar Creek Rehabilitation and HealthCare Center

Homeowners Associations

- Barrington Square Townhome Association
- Barrington Square, Units #7 & #8 Association
- Butter Creek Townhomes Homeowners Association
- The Links of Poplar Creek Homeowners Association
- Spring Mill Townhomes Homeowners Association
- Barrington Square 1 Condo Association

Homeless and Supportive Housing

- Journey from PADS to Hope
- CEDA Northwest
- Kenneth Young Center
- WINGS: Women in Need Growing Stronger
- Little City Foundation

- Hilldale Condominiums Homeowners Association
- Huntington Club Townhomes Homeowners Association
- Steeple Hill Condominiums Homeowners Association
- Haverford Place Homeowners Association
- Buttercreek Condominiums Homeowners Association
- Estates of Deer Crossing Homeowners Association
- Canterbury Farms/Fields Townhomes Homeowners Association
- Partridge Hill Clubhomes Homeowners Association
- Townhomes of Princeton Homeowners Association
- Barrington Square Quads V Homeowners Association
- Castleford/Hearthstone Townhomes Homeowners Association
- Moon Lake Quads Homeowners
- Twelve Oaks at Morningside Homeowners Association
- Hampton Knoll Homeowners Association
- Barrington Square VII Homeowners Association
- Moon Lake Community Condominiums Homeowners Association
- Poplar Creek Clubhomes Homeowners Association
- The Villa's of Casey Farms Homeowners Association
- Highland Crossing Condominiums Homeowners Association
- Huntington Club Condominiums Homeowners Association
- Moon Lake Village Condominiums Homeowners Association
- Barrington Quads Homeowners Association
- Hilldale Green Homeowners Association

- Prestwick Place Homeowners Association
- Breton Point/Charlemagne Homeowners Association
- The Villa's of Casey Farms Homeowners Association
- Winston Knolls Homeowners Association
- Yorkshire Woods Homeowners Association

Education, Employment, Job Training

- Northwest Employment & Training Center
- Forest View Education Center
- School District 54
- Reflejos Publication, LLC Palatine Township H.S. District #211
- School District U-46
- Elgin Community College
- Community S.D. #220
- Community Consolidated S. D. #15
- Harper College
- Community Unit S. D. #300

Recreational Services

- Hoffman Estates Park District
- Cook County Forest Preserve District

Libraries

- Schaumburg Township District Library
- Gail Borden Public Library District
- Palatine Public Library District
- Schaumburg Township District Library - Hoffman Estates Branch
- Schaumburg Township Central Library
- Barrington Area Library

Individuals requesting notification

- Patricia Reid
- Hannelore Conley
- Maria Brooks

PUBLIC HEARING NOTICE

Public Hearing and Notice of Availability of the Community Development Block Grant (CDBG) 2010 Annual Action Plan: Proposed Use of Funds for Program Year 5

The Village of Hoffman Estates seeks citizen input on the CDBG Annual Action Plan for 2010 which is Program Year 5 of the 2006-2010 Consolidated Plan. The plan is a document that identifies the Village's specific strategy to address affordable housing, infrastructure improvements, supportive services, and community development needs of low and moderate income residents. Development of the Annual Action Plan is required of the Village as a recipient of CDBG funds. The CDBG program is a federally funded program intended to develop a viable community, a suitable living environment, and expanded economic opportunities principally for low and moderate income residents of Hoffman Estates.

The Village of Hoffman Estates expects to receive \$327,334 in CDBG funds for Fiscal Year 2010/2011, which begins on October 1, 2010. The Action Plan will include the activities the Village proposes to complete with anticipated CDBG funds to address Consolidated Plan objectives.

Prior and Proposed activities include:

<u>2010/2011 Allocation</u>	
Infrastructure Improvements	\$151,868 + leftover PY4
Private Property Rehabilitation	110,000
Planning & Administration	65,466

The Village of Hoffman Estates is seeking citizen input for the Annual Action Plan 2010. A public hearing to obtain citizen comments and suggestions will be held on July 8, 2010, at 4:00 p.m. in the Helen Wozniak Council Chambers, Hoffman Estates Municipal Building, 1900 Hassell Road, Hoffman Estates, Illinois. All interested citizens are invited to attend and participate at this meeting.

Copies of the Annual Action Plan will be available beginning June 7, 2010, for a 30-day review period ending July 8, 2009. Copies may be obtained from the Village of Hoffman Estates Planning Division, 1900 Hassell Road, Hoffman Estates, Illinois 60169, or by calling 847.781.2660. The Annual Action Plan will be posted on the website at www.hoffmanestates.org/planning.

Written comments and suggestions regarding the Annual Action Plan 2010 may also be submitted to the Planning Division, 1900 Hassell Road, Hoffman Estates, IL 60169, or faxed to 847.781.2679 no later than June 30, 2010. For additional information you may call the Planning Division at 847.781.2660.

If special accommodations are needed for the July 8, 2010 public hearing, such as the need for a translator, please contact the Planning Division at 847.781.2660.

To be published by Paddock Publications on Monday, June 7, 2010.

CERTIFICATE OF PUBLICATION

PUBLIC HEARING

Public Hearing and Notice of Availability of the Community Development Block Grant (CDBG) 2010 Annual Action Plan: Proposed Use of Funds for Program Year 5

The Village of Hoffman Estates seeks citizen input on the CDBG Annual Action Plan for 2010 which is Program Year 5 of the 2006-2010 Consolidated Plan. The plan is a document that identifies the Village's specific strategy to address affordable housing, infrastructure improvements, supportive services, and community development needs of low and moderate income residents. Development of the Annual Action Plan is required of the Village as a recipient of CDBG funds. The CDBG program is a federally funded program intended to develop a viable community, a suitable living environment, and expanded economic opportunities principally for low and moderate income residents of Hoffman Estates.

In addition to \$3,092 (estimated) in unused funds from prior years' allocations, the Village of Hoffman Estates expects to receive \$27,334 in CDBG funds for Fiscal Year 2010(2011), which begins on October 1, 2010. The Action Plan will include the activities the Village proposes to complete with anticipated CDBG funds to benefit persons of low and moderate income persons and will also address the Consolidated Plan objectives.

Prior and Proposed activities include:

Previously Used Funds
 Infrastructure Improvements \$33,092
 Anticipated Program Income \$0
 2009/2011 Allocation \$27,334

2010/2011 Budgeted Funds
 Infrastructure Improvements \$184,940
 Private Property Rehabilitation \$130,000
 Planning & Administration \$65,466

TOTAL FUNDS BUDGETED \$380,416

The Village of Hoffman Estates is seeking citizen input for the Annual Action Plan 2010. A public hearing to obtain citizen comments and suggestions will be held on July 8, 2010, at 4:00 p.m. in the Helen Wozniak Council Chambers, Hoffman Estates Municipal Building, 1900 Hassell Road, Hoffman Estates, Illinois. All interested citizens are invited to attend and participate at this meeting.

Copies of the Annual Action Plan will be available beginning June 14, 2010, for a 30-day review period ending July 14, 2010. Copies may be obtained from the Village of Hoffman Estates Planning Division, 1900 Hassell Road, Hoffman Estates, Illinois 60169, or by calling 847.781.2660. The Annual Action Plan will be posted on the website at www.hoffmanestates.org/cdbg.

Written comments and suggestions regarding the Annual Action Plan 2010 may also be submitted to the Planning Division, 1900 Hassell Road, Hoffman Estates, IL 60169, or faxed to 847.781.2679 no later than July 14, 2010. For additional information you may call the Planning Division at 847.781.2660.

If special accommodations are needed for the July 8, 2010 public hearing, such as the need for a translator, please contact the Planning Division at 847.781.2660.

Published in Daily Herald June 7, 2010 (4216212)N

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.
Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the DAILY HERALD. That said DAILY HERALD is a secular newspaper and has been circulated daily in the Village(s) of Algonquin, Antioch, Arlington Heights, Aurora, Barrington, Barrington Hills, Lake Barrington, North Barrington, South Barrington, Bartlett, Batavia, Buffalo Grove, Burlington, Campton Hills, Hanover Park, Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Carpentersville, Cary, Deer Park, Des Plaines, South Elgin, East Dundee, Elburn, Elgin, Elk Grove Village, Fox Lake, Fox River Grove, Geneva, Gilberts, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Island Lake, Kildeer, Lake Villa, Lake in the Hills, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Long Grove, Mt. Prospect, Mundelein, Palatine, Prospect Heights, Rolling Meadows, Round Lake, Round Lake Beach, Round Lake Heights, Round Lake park, Schaumburg, Sleepy Hollow, St. Charles, Streamwood, Tower Lakes, Vernon Hills, Volo, Wauconda, Wheeling, West Dundee, Wildwood

County(ies) of Cook, Kane, Lake, McHenry and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 71.50, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published June 7, 2010 in said DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
 DAILY HERALD NEWSPAPERS

BY Wesley Bratanick
 Authorized Agent

Control # 4216212

PUBLIC HEARING
VILLAGE OF HOFFMAN ESTATES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
2010 ANNUAL ACTION PLAN

Village Board Room
1900 Hassell Road
Hoffman Estates, IL 60169

MINUTES- JULY 8, 2010

1. Call to order

The public hearing was called to order at 4:05 p.m. by Ashley Monroe, coordinator of the Block Grant Program for the Village of Hoffman Estates.

2. Legal Notice and mailings

Ms. Monroe indicated that a legal notice for this hearing was posted in The Daily Herald on June 7, 2010.

3. Overview of current program projects

Ms. Monroe indicated that the Village of Hoffman Estates is now in its fourth year of administering its Block Grant Program and is planning for its fifth year. The consolidated plan was completed in 2006 and covers the period from 2006 to 2010. Current projects include street reconstruction, single family home rehabilitation, and the recently completed the street lighting improvements in the Barrington Square neighborhood.

This hearing is intended to receive input from residents, home owners associations, other local organizations, and social service agencies.

4. Anticipated Annual Action Plan process

The input received today, she stated, will be included in the memo presented to the Village Board of Trustees for consideration and inclusion in the 2010-2011 Action Plan. The memo will be presented to the Planning, Building and Zoning Committee on July 26th.

Ms. Monroe invited feedback of the proposed programs or additional programs to be made.

5. Audience participation

The floor was open to audience participation; however the only audience present was the Village Planning Coordinator, Paula Moore. Ms. Moore had no comments because she assisted with the development of the Action Plan.

6. Adjournment

Ms. Monroe adjourned the hearing at 4:22 p.m.



1699 E. WOODFIELD ROAD, SUITE 404
SCHAUMBURG, ILLINOIS 60173
PHONE: 847.969.0561 | FAX: 847.969.0564 | www.nwhp.net

July 19, 2010

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

RECEIVED

JUL 20 2010

OFFICE OF THE MAYOR
AND TRUSTEES

Dear Board of Trustees,

It has been a pleasure serving as the Village's Single Family Rehabilitation Program Administrator. I am writing to request approval of the Program Year Five (5) contract for \$110,000 of Single Family Rehabilitation (SFR) assistance to low income Hoffman Estates homeowner's. This contract will renew the North West Housing Partnership's role as SFR Program Administrator for the Village. To date, we have assisted seventeen (17) homeowner's with this program.

Additionally, I am writing to request a five percent (5%) increase in our administrative fee (from 10% to 15%); there are several factors that have lead to my need to request this increase.

- Cost to administer program:
 - a. When first approached by the Village of Hoffman Estates, NWHP determined that 10% of the total SFR budget would be a good starting point. The NWHP staff anticipated a "learning curve" and therefore did not expect the village to pay for what we anticipated would be a slow start-up. As we are not completing our fourth year we have a created a detailed cost accounting that has revealed that we are currently operating the program at a loss.
 - b. Growing overhead expenses- We experience approximately a 2.5% increase annually in overhead expenses (rent, staff salaries/benefits, liability insurance)
- Increased number of applicants ineligible for assistance-
 - a. The economy has seriously impacted the number of applicants we are able to serve.
 - b. The program requires that the homeowner's post rehab loan equity be at or above 5%. Depreciating home values has caused us to have to hold or deny applicants who in prior years may have been eligible.
 - c. We are finding an increased need to carefully screen applicants for foreclosure risk, as the economy is not only hitting home values but also employment.
 - d. Given the fact that our fee is based on the loans granted and not the number of applications processed, we are essentially losing money every time we have a client who does not have enough equity or is deemed a foreclosure risk.

Again, it is my sincere pleasure to provide this service on behalf of the Village of Hoffman Estates.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Holly Fraccaro', is written over a horizontal line.

Holly Fraccaro
Executive Director



May 5, 2010

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

Dear Ms. Monroe:

Thank you for speaking with me in late April about the possibility of funding for Life Span. During our conversation, you mentioned that the Village of Hoffman Estates is putting together the CDBG action plans for the next 5 years. I really appreciate the opportunity to send you some information about our agency. Thank you. Specifically, from January 2009 through December 2009, Life Span served 76 residents of the Village of Hoffman Estates. All were adults over the age of 18; 39 of the 76 received services through our 24-hour domestic violence hotline; the remaining 37 clients received legal and/or counseling services on an ongoing basis.

Life Span is an organization committed to the cessation of domestic violence and to the immediate relief of those who suffer from its consequences. We provide comprehensive services to victims and their children, helping women to eliminate abuse from their lives, build upon their strengths and become self-sufficient. Our aim in providing all facets of social and legal services is to create permanent, client-centered solutions to the complex issues faced by survivors of domestic violence.

The vast majority of victims seeking assistance in the Cook County courts are unrepresented while their abusers nearly always are able to retain counsel. Seventy-five percent of applicants for our services seek help with divorce, custody or visitation cases, as distinguished from orders of protection. *Because of limited resources, we are forced to turn away approximately 70% more victims than we can accept for representation* (Please see attached article). Sadly, countless more survivors never find their way to Life Span or to any other legal service provider.

Established in 1978, Life Span provides free, confidential services to victims and their children at two sites: our counseling and administrative office in Des Plaines, and our Center for Legal Services and Advocacy located at 20 East Jackson in the Loop. We also provide services from offices in Rolling Meadows and Skokie courthouses and in Chicago's Centralized Domestic Violence Court at 555 West Harrison.

Life Span's services include:

- Counseling for victims;
- Counseling for children witnesses of domestic violence;
- Outreach, education & counseling for teens, including boys;
- 24-hour crisis line;
- Criminal court advocacy;
- Legal representation in order of protection and family law cases;
- Legal representation in immigration cases ;
- Employment readiness assistance; and
- Outreach, education and training for systems personnel and for service providers who work with domestic violence victims.

COUNSELING SERVICES

Life Span counselors educate victims about their options and empower them to make and implement their own plans for safety and self-sufficiency. Counselors provide individual and group counseling, advocacy, 24-hour crisis services and referrals to other critical services and resources. We assist victims in finding temporary safe places to live, including linking victims with shelters and underwriting the cost of motel stays when necessary. We also provide rental assistance for women relocating to escape abuse and to remain in the family home without the abuser. We provide counseling from each of our two locations and in community settings including shelters and community resource centers.

Life Span counselors also serve several hundred children and teens each year. Through individual and group counseling, we help children develop nonviolent self-expression and conflict resolution skills. To further our goal of interrupting the intergenerational cycle of violence, we also work with teens who have witnessed abuse in their home and/or who experience teen dating violence. We offer services to teens at our agency and in high schools. Services in the high schools include individual counseling and group counseling sessions that, over the course of eight to twelve weeks, focus on healthy relationships, and on educating teens about the effects of domestic violence and preventing teen dating violence. We have created and implemented innovative in-school programs for adolescent and teen boys which educates young males about positive gender role models and about expressing emotions without violence.

Life Span works to promote self-sufficiency with each individual client. A further development in this effort is Life Span's Employment Services Project (ESP). We have learned time and time again through our clients' experiences that counseling and legal assistance, while necessary to moving forward from an abusive relationship, is often not sufficient to keep a client and her children permanently safe. Without economic independence and a safe, affordable place to live, victims often are forced to return to abusive situations simply to meet basic needs for themselves and their children.

Life Span counselors and staff help ESP clients prepare for work and find quality employment by obtaining GEDs, taking ESL classes, adjusting immigration status, learning to interview and write resumes and researching and identifying job opportunities. The on-going support clients

receive through their counseling relationship with Life Span helps further ensure success in finding and retaining employment. In addition, Employment Services Project clients may receive financial assistance for rent and education and employment expenses.

LEGAL SERVICES

Life Span's legal services are particularly effective for three reasons. First, legal staff collaborate with social workers within our agency on legal cases. Because we address the non-legal obstacles a client faces through counseling, advocacy and support, clients are much more likely to successfully complete what can be an arduous litigation process. Second, we have served solely domestic violence survivors for 32 years, creating an expertise that is unparalleled in other legal programs. This experience, as well as our priority of reaching underserved populations, compels us to concentrate our efforts on difficult issues, such as cases complicated by mental illness, child abduction, substance abuse, and cultural and religious issues. Finally, by employing bilingual and bicultural staff, we identify and address at each case's inception, the cultural barriers and challenges faced by our many immigrant clients, which often complicate efforts to address the violence they have experienced.

Civil Legal Representation: Life Span attorneys represent victims in civil matters including orders of protection, divorce, custody, visitation, and child support cases. Attorneys inform clients of their rights and remedies under the IDVA and family law statutes, develop legal strategies which best addresses clients' long term safety, and conduct hearings and trials on clients' behalf.

Violence Against Women Act Cases: Under federal law, battered women may petition to adjust their immigration status to legal permanent resident without the sponsorship of their abusive spouse or partner. Life Span assists victims in preparing these petitions and in responding to Bureau of Citizenship and Immigration Services (BCIS) requests for information and supplemental documentation and then represents clients at BCIS interviews.

Criminal Court Advocacy: Life Span staff assists women in pressing criminal charges and obtaining orders of protection under the Illinois Domestic Violence Act. Advocates assist with safety planning, provide support and court accompaniment, explain applicable law and available remedies and advocate for the victim's desired outcome with police and state's attorneys.

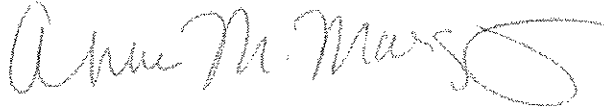
Systemic Advocacy and Community Education: Since our inception, we have been committed to making systems more responsive to the needs of victims and their children. In addition to advocacy work on behalf of individual clients, we provide education and technical assistance to law enforcement, prosecutors, and judges. We also work to reduce community acceptance of domestic violence by providing presentations on appropriate responses to domestic violence and to victims at schools, churches, community groups, hospitals, professional associations, and other groups.

SERVICE AREA

Life Span's service area encompasses the geographically large, racially, ethnically and economically diverse Cook County, Illinois. Our clients are mainly working poor who cannot afford a private attorney and who have no access to household funds, which are fully controlled by the abuser. Over 50% of our clients are recent Latina or Polish immigrants, many of whom speak little or no English.

If you would like more information or have any other questions, please contact me at 312.408.1210, ext. 20, or via email at amarquez@life-span.org. I would welcome the opportunity to meet with you in person to discuss any questions you may have. I look forward to hearing from you.

Best regards,

A handwritten signature in cursive script that reads "Anne M. Marquez". The signature is written in dark ink and is positioned above the printed name and title.

Anne M. Marquez
Director of Development

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

NB2

SUBJECT: Request approval of North West Housing Partnership as subrecipient to administer the Community Development Block Grant (CDBG) Single-Family Rehabilitation Project and to approve execution of the proposed Subrecipient Agreement

MEETING DATE: July 26, 2010

COMMITTEE: Planning, Building and Zoning

FROM: Peter Gugliotta 

REQUEST: Request approval of North West Housing Partnership (NWHP) as sole source bidder to administer the Community Development Block Grant (CDBG) Private Property Housing Rehabilitation Project as a subrecipient and to execute the proposed Subrecipient Agreement.

BACKGROUND: The Village's 2010 Annual Action Plan includes funding for the Single-Family Housing Rehabilitation Program. During the first four CDBG program years, the Village has contracted with NWHP to implement the Housing Rehabilitation Program. A total of 15 homes have been rehabilitated. Eight of these homes were rehabbed in Program Year 4 and several more homeowners are currently in various stages of the program. The interest in the program has remained consistent and with the current economic climate, requests for assistance are expected to continue. Applications vary in terms of scope of work requested and in the type of housing stock assisted (i.e. single-family, townhouse, and condominium). Eligible projects include code violation corrections, health and safety issues, and home weatherization. During previous years, completed projects included a variety of repairs such as installation of new windows and doors, new electrical wiring, bathroom facilities, new siding or roof, and correction of code issues.

NWHP is the sole agency in the area to provide housing rehabilitation services to low and moderate income residents.

DISCUSSION: NWHP has submitted a 2010 proposal to administer the Village's rehabilitation program (attached). NWHP expects to be able to help a minimum of five Hoffman Estates homeowners rehabilitate their home during the upcoming program year (October 1, 2010 - September 30, 2011).

DISCUSSION: (Continued)

The NWHP proposal allocates \$93,500 of the \$110,000 budget to the cost of the rehabs and \$16,500 for program administration. The contract also covers the use of CDBG funds carried over from the previous year. It is anticipated that nearly all carried over program funds will be depleted by the end of the program year (September 30, 2010).

NWHP has requested an increase from 10% to 15% for program management costs. As the NWHP proposal indicates, the basic costs of running the program have exceeded the 10% allotted in previous years, despite increasingly efficient program administration. The primary reason for the cost increase is the number of applications received that do not meet HUD requirements. NWHP staff still must review these applications, some of which take many days or weeks to eliminate from consideration, and in most cases, some funds must be spent to verify eligibility. If the resident proceeds with the loan, processing costs are included in their loan and the Village will eventually be repaid. If the resident does not continue through the process, there is no way to recover the costs. Village staff has continued to work with NWHP, HUD, and the Village's CDBG consultant to ensure that program administration is as efficient as possible. Village staff audits and reviews policies with NWHP each year to ensure program compliance. HUD permits up to 20% of the CDBG project cost for administrative costs and the increase to 15% would remain under that amount.

Under the terms of the contract, NWHP would provide all administrative activities, including, but are not limited to, reviewing client eligibility and applications, obtaining and evaluating bids, awarding and preparing contracts, coordinating property inspections, conducting environmental reviews, arranging for lead based paint testing, and complying with equal opportunity and prevailing wage laws, as necessary. These activities are generally regulated by federal laws and regulations. NWHP also processes the no-interest loans for each applicant and serves as the lender for the projects.

Rehabilitation loans are repaid in full upon sale of the house and the funds are returned to the Village for use in future home rehabilitation projects when the home is sold. NWHP processes the loan repayment as part of the contract administration.

Contract Terms

While the majority of the NWHP proposal remains the same as last year, Village staff and NWHP have incorporated several changes to the program and contract. These changes are intended to provide more detailed clarification on several of the contract terms, however, the basic terms remain the same. Proposed changes are highlighted below:

Change 1: Rehabilitation Projects

Section 5 discusses the allowed scope of rehabilitation projects. Several paragraphs have been added using language directly from HUD program requirements and allowances. These paragraphs expand upon the scope of work and the two other paragraphs explicitly encourage energy and water efficiency improvements.

DISCUSSION: (Continued)***Change 2: Energy Efficiency Products***

While NWHP has been using Energy Star products for improvements, Section 5 of the written agreement now requires the subrecipient to use energy and water efficient products and materials for all possible projects. The program would not require the use of products with the purpose of receiving federal tax credits due to higher costs and the fact that the program participants are already utilizing Federal funds. The change requiring more energy efficient improvements will help reduce some home utility expenditures and allow the participant to observe extended benefits of this program.

Residential Energy Assessment

Although it is not an obligation and, therefore, not included in the agreement, NWHP has agreed to promote the use of the Village's Residential Energy Audit program by housing rehabilitation participants. The Village has provided NWHP with information about the energy audit program and will provide the energy audit service for the price of \$100 with a \$50 rebate to those who complete at least one energy efficiency improvement. An energy audit could discover needed improvements that a traditional construction walk through may not otherwise identify. This relationship will allow residents whose homes most need efficiency upgrades to have improvements made that they could not otherwise afford. Residents who not complete the NWHP rehabilitation will be charged the regular fee (\$100) for the service and permitted the \$50 rebate with any changes. Fees for inspections like the energy audit may be paid for with CDBG funds and will be permitted if the home rehab participant wishes, the fee may be included in their loan.

SUMMARY:

The proposed Subrecipient Agreement defines the parameters of the program and ensures compliance with all HUD and CDBG requirements. As the grantee, the Village is responsible for NWHP's compliance and must monitor their progress and records over the duration of the contract. While NWHP is well versed in HUD regulations, the proposed agreement is specific regarding the requirements and monitoring procedures relative to the Village of Hoffman Estates. To encourage use of the home rehabilitation funds, the Village assists NWHP with promotion by including periodic articles in *The Citizen* and press releases, running a notice on the cable station, and including information on the Village website.

FINANCIAL IMPACT:

This project is funded through the CDBG allocation. The total allocation for the 2010 Program Year is \$327,334, with \$110,000 budgeted for this single-family rehabilitation program. The contract also covers up to \$48,003.68 in CDBG funds that are carried over from the previous program year. This project does not impact the Village's General Fund.

RECOMMENDATION:

Approval of North West Housing Partnership as Subrecipient to administer the Village of Hoffman Estates CDBG Single-Family Rehabilitation Project and approval to execute the attached Subrecipient Agreement including the changes outlined in this memo.

Attachments

cc: Holly Fraccaro (North West Housing Partnership)

PRE-APPLICATION

DATE: _____

NAME: _____

ADDRESS: _____

CITY: _____ ZIP: _____

TEL (H): _____ (C): _____

Please answer the following questions.

YOUR HOME

IS THERE A LIEN ON HOME? YES NO

TYPE OF LOAN CONV FHA VA

REMAINING MORTGAGE AMT? \$ _____

ESTIMATED VALUE OF HOME? \$ _____

NUMBER OF PEOPLE LIVING IN THE HOME? _____

HOW MANY OF THE ABOVE HAVE INCOME REGARDLESS OF SOURCE: _____

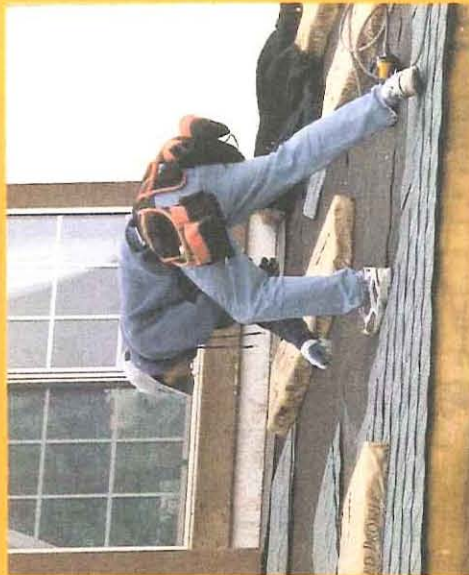
TOTAL OF ALL INCOMES? \$ _____

TYPE OF REPAIRS NEEDED? (Be specific)

Mail Completed Form to:
NORTH WEST HOUSING PARTNERSHIP
1699 E. WOODFIELD ROAD, SUITE 404
SCHAUMBURG, ILLINOIS 60173

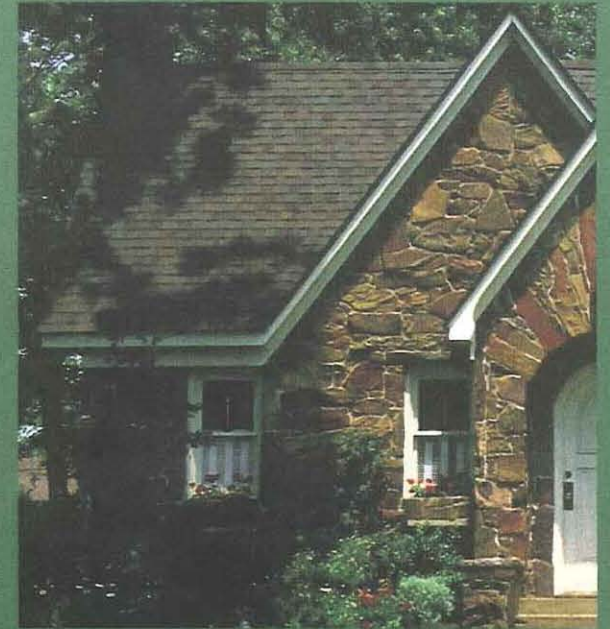
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NORTH WEST HOUSING PARTNERSHIP
1699 E. WOODFIELD RD, SUITE 404
SCHAUMBURG, ILLINOIS 60173



HOME REPAIRS MADE POSSIBLE

0% INTEREST DEFERRED LOANS



SPONSORED BY:



NORTH WEST HOUSING PARTNERSHIP

LOAN PROGRAMS

Qualified homeowners may be eligible for a 0% interest deferred loan up to a maximum amount of \$25,000 with no monthly payments as long as the homeowner lives in & retains title to the home.

The NWHP will determine the amount of assistance the applicant is eligible to receive. These loans are part of Cook County's Community Development Block Grant and HOME Investment Partnerships Programs, funded by the U.S. Department of Housing and Urban Development.

QUALIFICATIONS

To qualify for a loan (at the minimum) you must:

- 1) Reside in the Cook County portion of one of the following municipalities: Barrington, Bartlett, Buffalo Grove, Elk Grove Village, Elmwood Park, Glenview, Hanover Park, Harwood Heights, Hanover Park, Hoffman Estates, Morton Grove, Niles, Northbrook, Park Ridge, Prospect Heights, Rolling Meadows and Wilmette.
- 2) Own and live in the home you wish to repair.
- 3) Do not have money to pay for the needed repairs
- 4) Have a total family income (before deductions) that is not higher than the amounts listed in the following income table.



INCOME TABLE

NUMBER OF PERSONS IN HOUSEHOLD	MAXIMUM GROSS INCOME
1	\$ 42,100
2	\$ 48,100
3	\$ 54,100
4	\$ 60,100
5	\$ 64,950
6	\$ 69,750
7	\$ 74,550
8+	\$ 79,350

INCOME LIMITS ADJUSTED BY HUD PERIODICALLY
NEW LIMITS AS OF 5/12/10

ELIGIBLE IMPROVEMENTS

The money can be used to correct code violations, and unsafe or deteriorated conditions. Loans can not be used for remodeling or "decorating".

The following kinds of repairs can be covered:

- Basic Structural Repairs
- Roofing
- Doors and Windows
- Electrical
- Plumbing
- Heating
- Weatherization

All loan application will be considered & homes will be inspected by a building inspector & NWHP staff. If you qualify, you will be assisted with the entire rehabilitation process by the NWHP staff.

MORE INFORMATION IS AVAILABLE

If you feel you may qualify please complete the pre-application and mail to NWHP.

Visit our website or call our office for more information.



NORTH WEST HOUSING PARTNERSHIP
1699 E. WOODFIELD ROAD, SUITE 404
SCHAUMBURG, ILLINOIS 60173

TEL: 847.969.0561 FAX: 847.969.0564
WWW.NWHP.NET



NORTH WEST
HOUSING
PARTNERSHIP

1699 E. WOODFIELD ROAD, SUITE 404
SCHAUMBURG, ILLINOIS 60173
PHONE: 847.969.0561 | FAX: 847.969.0564 | www.nwhp.net

July 19, 2010

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

RECEIVED

JUL 20 2010

OFFICE OF THE MAYOR
AND TRUSTEES

Dear Board of Trustees,

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Additionally, I am writing to request a five percent (5%) increase in our administrative fee (from 10% to 15%); there are several factors that have lead to my need to request this increase.

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Again, it is my sincere pleasure to provide this service on behalf of the Village of Hoffman Estates.

Respectfully submitted,


Holly Fraccaro
Executive Director

SUBRECIPIENT AGREEMENT

Agreement Between Village of Hoffman Estates
And
North West Housing Partnership

CDBG Program Year 5: 2010-2011

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Section 10	Relocation, Real Property Acquisition and One-for-one Housing Replacement
Section 11	Personnel and Participant Conditions
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Section 13	Severability
Section 14	Section Headings and Subheadings
Section 15	Waiver
Section 16	Entire Agreement
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SUBRECIPIENT AGREEMENT

Agreement Between
Village of Hoffman Estates
And
North West Housing Partnership

This agreement is to commence the 1st of October 2010 by and between the Village of Hoffman Estates, a municipal corporation of the State of Illinois (hereinafter referred to as the "Village"), and North West Housing Partnership (hereinafter referred to as the "Subrecipient").

Section 1. Scope of Service

A. Activities.

The Subrecipient will be responsible for administering a CDBG Single-Family Owner-Occupied Housing Rehabilitation program for the 2010/2011 program year in a manner satisfactory to the Village and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery.

The Subrecipient will administer and rehabilitate single-family owner-occupied homes.

General Administration.

The program administration will include program advertisement and announcements; field inquiries and referrals; prepare forms and applications; process applications verifying income, employment, ownership, credit history, and all other underwriting requirements; determine type and amount of assistance, assist homeowners in conducting eligible rehabilitation activities, prepare loan documentation and closing transactions; complete recordkeeping and bookkeeping in compliance with federal regulations, and provide program reports and invoices to the Village.

B. National Objectives.

The Subrecipient certifies that the activity carried out under this Agreement will meet the Low/Moderate Income Objective. Only documented low/moderate income people/families will qualify for the single-family home rehabilitation program based on the Income Limit Summary for the Chicago-Naperville-Joliet, IL HUD Metro FMR Area generated by the U.S. Department of Housing and Urban Development.

C. Levels of Accomplishment - Goals and Performance Measures.

The levels of accomplishment will be based on number of applicants screened and number of homes rehabilitated. The Subrecipient agrees to rehabilitate at least 5 homes during the 2010 program year, CDBG Program Year 5.

D. Performance Monitoring.

The Village will monitor the performance of the Subrecipient against the goals and performance standard, as stated above. Substandard performance, as determined by the Village, will constitute noncompliance with this Agreement. If action to correct such substandard

performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Village, contract suspension or termination procedures will be initiated.

Section 2. Time of Performance

Services of the Subrecipient shall start on the October 1, 2010 and end on the 30th day of September, 2011. The term of this Agreement and the provision herein shall be extended to cover any additional time period during which the Subrecipient remains in control of the CDBG funds or other CDBG assets, including program income.

Section 3. Budget and Loan Caps

The amount of Hoffman Estates CDBG program funds budgeted for Program Year 5 is \$110,000. The table below illustrates how the funds will be allocated:

Line Item	Amount
PY5 Administration (15%)	\$16,500.00
PY5 Budget - Rehabilitation	\$93,500.00
PY4 carryover (as of 7/26/10)	\$48,003.68
TOTAL	

The maximum amount per home is specified at \$25,000. The Homeowner can seek a waiver of the maximum cap through the Village of Hoffman Estates. Any request for a waiver must be submitted in writing by NWHP and be signed by the Homeowner. The request shall include all details related to the project and justification for the additional amount. Generally, waivers shall be limited to situations where the added repairs are critical to meet code requirements or correct life safety items. The Village Manager shall be authorized to review and approve waivers no greater than \$2,000 above the \$25,000 limit. Waivers greater than this amount shall require review and approval by the Village Board.

Section 4. Loans to Home Value Ratio

The loan amount combined with any homeowner mortgage balance amount cannot exceed the assessed value of the home.

Section 5. Rehabilitation Projects

Allowed rehabilitation projects will include basic structural repairs, roofing, doors, windows, siding, electrical, plumbing, heating, and weatherization. The nature of the each identified issue will be determined by Village inspectors in conjunction with North West Housing Partnership and their contractors. Loans will not be made for interior or exterior decorating.

The items will be prioritized by issue:

Code Violations:	first priority
Health and Safety Issues:	second priority
Weatherization Issues:	third priority
Miscellaneous:	final priority

Improvements are intended to provide general benefit to the residential occupants of the building through the alterations, additions to, enhancement of existing structures and abatement of hazards and contaminants. Eligible improvements include integral fixtures and equipment that are connected to the home and those which are incidental to the other home improvements.

Improvements to increase the efficient use of energy in structures through the means of installing storm windows and doors, siding, wall and attic insulation, and conversion, modification, or replacement of heating and cooling equipment, including the use of solar energy equipment. In all applicable circumstances, the Subrecipient will first consider energy efficiency and shall install Energy Star-rated improvements whenever feasible. Improvements may also be made to improve the efficient use of water through water savings faucets and shower heads, and the repair of leaks, repairs to water distribution lines or local sewer collection lines may also be made. In all applicable instances, the Subrecipient will first consider water efficiency and install the most water efficient improvements feasible.

North West Housing Partnership and their contractors will select only quality, affordably priced materials for the rehabilitation projects. The use of substandard materials or high priced luxury items is prohibited. To ensure that the program and its advocates are adhering to CDBG program guidelines, the subrecipient shall supply the Village with a copy of the contractor and homeowner signed agreement with work specifications attached for each project.

Section 6. Payment

It is expressly agreed and understood that the total amount of Program Year 5 funds to be paid by the Village under this Agreement shall not exceed \$110,000. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Section 3 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 3 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Section 7. Notices

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notice and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Village
Peter Gugliotta
Director of Planning
1900 Hassell Road
Hoffman Estates, IL 60169
847-882-9100
847-781-2679

Subrecipient
Holly Fraccaro
Executive Director
1699 East Woodfield Road, Suite 404
Schaumburg, IL 60173
847-969-0561
847-969-0564

Section 8. General Conditions

A. General Compliance.

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)] including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor".

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Village shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless.

The Subrecipient shall hold harmless, defend and indemnify the Village from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or non-performance of the services or subject matter called for in this Agreement.

D. Workers' Compensation.

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding.

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from losses due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Village.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Village Recognition.

The Subrecipient shall insure recognition of the role of the Village in providing services through this agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments.

The Village or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by

a duly authorized representative of each organization, and approved by the Village's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Village or Subrecipient from its obligations under this Agreement.

The Village may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Village and Subrecipient.

H. Suspension or Termination.

In accordance with 24 CFR 85.43, the Village may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of the Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provision referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Village reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Village or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Village determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Village may terminate the award in its entirety.

Section 9. Administrative Requirements

A. Financial Management.

1. **Accounting Standards.**
The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principle and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all the costs incurred.
2. **Cost Principles.**
The Subrecipient shall administer its program in conformance with OMB Circulars A-122 "Cost Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Recordkeeping.

1. **Records to be Maintained.**

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not limited to:

 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records are required by 24 CFR 570.502, and 24 CFR 84.21-28; and;
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. **Retention.**

The Subrecipient shall retain financial records, supporting documents, statistical record, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Village's Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported of for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. **Client Data.**

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of the service provided. Such information shall be made available to the Village monitors or their designees for review upon request.

4. **Disclosure.**

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Village's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by 5 ILCS 140/7 unless written consent is obtained from the person receiving the service and, in the case of a minor, that of a responsible guardian.

5. **Close-Outs.**

The Subrecipient's obligation to the Village shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused material, equipment, unspent cash advance, program income balances, and account receivable to the Village), and determining the custodianship of record. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

To maintain program efficiency and ensure that CDBG regulations are being met, the Subrecipient should submit the following documents to the Village after each loan closing:

- The Set-up Report (identifying household characteristics and income verification)
- Settlement Statement
- Homeowner Loan Agreement (including bid/scope of work)
- First page of the recorded mortgage
- Invoice for Payment from the Village

The following should be submitted after project construction is complete:

- Copy of all checks to contractor and statement showing payment withdrawal
- Updated internal monthly housing report
- Signed copy of the Completion Certificate (verifies completed project meets Village & NWHP program standards)

6. Audit and Inspections.

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports, must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures.

1. Program Income.

In the event that a rehabilitated property is sold, the loan for the repairs is repaid to the Village. The Subrecipient as the named lender on the title provides a payoff letter to the attorney or closing title company. The Subrecipient prepares and records a release of mortgage and provides a copy of the release and a check repaying the loan directly to the Village. The Village shall reallocate Program Income at its discretion.

Upon receipt of Program Income, the Village will deposit the funds in the CDBG account. Village staff will keep record of the balance of program income.

Program income shall be expended before conventional CDBG funds are drawn to complete a project.

2. Indirect Costs.

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Village for approval, in a form specified by the Village.

3. Payment Procedures.

The Village will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Village policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Village in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Village reserves the right to liquidate funds available under this contract for costs incurred by the Village on behalf of the Subrecipient.

4. Progress Reports.

The Subrecipient shall submit regular Progress Reports to the Village in the form, content, and frequency as required by the Village, typically on a monthly basis unless otherwise required by the Village.

D. Procurement.

1. Compliance.

The Subrecipient shall comply with current Village policy concerning the purchase of equipment and shall maintain inventory records of all non-expandable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Village upon termination of this Agreement.

2. OMB Standards.

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel.

The Subrecipient shall obtain written approval from the Village for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Village any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Village an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Village. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.
3. In all cases in which equipment acquired, whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Village [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.)

Section 10. Relocation, Real Property Acquisition and One-For-One Housing Replacement.

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the HCDA; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606 (b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Village ordinances, resolutions, and policies concerning the displacement of people from their residences.

Section 11. Personnel and Participant Conditions.

A. Civil Rights.

1. Compliance.

The Subrecipient agrees to comply with the Human Rights Act of Hoffman Estates and with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. **Nondiscrimination.**
The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
3. **Land Covenants.**
This contract is subject to the requirement of Title 6 of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such a transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvement erected or to be erected thereon, providing that the Village and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
4. **Section 504.**
The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Village shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action.

1. **Approved Plan.**
The Subrecipient agrees that it shall be committed to carry out pursuant to the Village's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1966. The Village shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. **Women and Minority Owned Businesses (W/MBE).**
The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Village will include in each bid notice for federally-funded projects, a statement to the effect of, "The Village of Hoffman Estates strongly encourages minority firms and women's business enterprises to apply. If subcontracts are to be let, the primary contractor shall take these same affirmative steps to solicit bids from minority and women's firms."

3. **Access to Records.**
The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Village, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
4. **Notifications.**
The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. **Equal Employment Opportunity and Affirmative Action (EEO/AA0 Statement).**
The Subrecipient will, in all solicitations or advertisements for employee placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. **Subcontract Provision.**
The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions.**

1. **Prohibited Activity.**
The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities; lobbying, political patronage, and nepotism activities.
2. **Labor Standards.**
The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S. C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 19 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Village for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. Section 3 Clause.

a. Compliance.

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Village, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Village, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income people residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given

to low- and very low-income people within the service area of the project or the neighborhood in which the project is located, and to low- and very low- income participants in other HUD programs; and award contract for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income people residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications.

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment training.

c. Subcontracts.

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct.

1. Assignability.

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Village thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Village under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Village.

2. Subcontracts.

a. Approval.

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Village prior to the execution of such agreement.

b. Monitoring.

The Subrecipient will monitor all subcontracted service on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content.

The Subrecipient shall cause all of the provision of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process.

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Village along with documentation concerning the selection process.

3. Hatch Act.

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest.

The Subrecipient agrees to abide by the provision of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in contract, subcontract, or agreement with respect to the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Village, the Subrecipient, or any designated public agency.

5. Lobbying.

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and,
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subaward at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient shall certify and disclose accordingly:

Lobbying Certification.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more that \$100,000 for each such failure.

6. Copyright.

If this contract results in any copyrightable material or inventions, the Village and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize other to use, the work or material for governmental purposes.

7. Religious Activities.

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Section 12. Environmental Conditions

A. Air and Water.

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- ◆ Clean Air Act, 42 U.S.C., 7401, et seq.;
- ◆ Federal; Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issues there under;
- ◆ Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection.

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint.

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation.

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list. The subrecipient will obtain permission from the State Historic Preservation office and keep its record in each property file.

Section 13. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

Section 14. Section Headings and Subheadings

The section heading and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

Section 15. Waiver

The Village's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Village to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section 16. Entire Agreement

This agreement constitutes the entire agreement between the Village and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Village and the Subrecipient with respect to this Agreement.

Section 17. Certification

This Agreement is to commence the 1st day of October, 2010.

The Village of Hoffman Estates, a municipal corporation of the State of Illinois

By _____
William D. McLeod, Village President
Village of Hoffman Estates

Attest:

Subscribed and sworn before me
on this ___ day of _____, 2010

By _____
Holly Fraccaro, Executive Director
North West Housing Partnership

Attest:

Subscribed and sworn before me
on this ___ day of _____, 2010

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of an extension to the interim agreement with Levy Food Service, Chicago, IL, to provide food and beverage service at the Sears Centre Arena through September 2010

MEETING DATE: July 26, 2010

COMMITTEE: Planning, Building & Zoning

FROM: Arthur Janura, Corporation Counsel



REQUEST: Request approval of an extension to the interim agreement with Levy Food Service, Chicago, IL, to provide food and beverage service at the Sears Centre Arena through September 2010.

BACKGROUND: The Village entered into an interim agreement with Levy Food Service to continue food service at the Sears Centre Arena. That contract expires on July 31, 2010.

DISCUSSION: Village staff recently met with Levy corporate attorneys and top staff to review the proposed contract. While a final agreement with Levy Food Service is very close to being finalized, a 60-day extension for Levy is being requested due to the Village Board's summer meeting schedule. This agreement will be placed on the Planning, Building & Zoning Committee agenda as soon as it is completed.

The attached amendment to the agreement with Levy provides for continuation of service to provide food and beverage at the Sears Centre Arena until September 30, 2010 at the same terms as the interim agreement. The Village continues to pursue a long term agreement with Levy. However, in the interim, food and beverage service is necessary under an extension to the interim agreement. As mentioned in the past, approval of a final agreement will include a favorable resolution of Levy's claims arising out of MadKatStep and CCO's operations at the Sears Centre Arena.

RECOMMENDATION: Request approval of an extension to the interim agreement with Levy Food Service, Chicago, IL, to provide food and beverage service at the Sears Centre Arena through September 30, 2010.

Attachment

Mr. Andrew J. Lansing
President and Chief Executive Officer
Levy Premium Foodservice Limited Partnership
980 North Michigan Avenue - Suite 400
Chicago, IL 60611

Re: Exclusive Food and Beverages Services at Sears Centre Arena

Dear Mr. Lansing:

This binding letter agreement (“Agreement”) sets forth the terms and conditions to which we have agreed regarding the temporary operations at the Sears Centre Arena (the “Arena”) between the Village of Hoffman Estates (“Owner”) and Levy Premium Food Service Limited Partnership (“Concessionaire”), whereby Concessionaire will have the exclusive right to operate and manage the entire food and beverage operations (the “Operations”) of the Arena.

As you know, the Village of Hoffman Estates took title to the Sears Centre Arena on December 18, 2009. The parties dispute their respective rights and obligations under a Management Agreement between Concessionaire and CCO Entertainment (on behalf of itself and on behalf of Madkatstep Entertainment LLC as Madkatstep’s exclusive agent) dated April 24, 2006 (the “Management Agreement”). Concessionaire takes the position that the Management Agreement continues in full force and effect. Owner takes the position that it has no agreement with Concessionaire. Notwithstanding their disagreement which shall be decided pursuant to the Pending Litigation (as hereafter defined), and without waiving any rights or defenses, or compromising their respective positions, the parties have agreed to enter into this Agreement to allow for the continued operation of the Sears Centre.

1. Management of Sears Centre Arena. Owner hereby retains Concessionaire to operate and manage, on an exclusive basis, the Operations for all events held or conducted in the Arena during the Term (as that term is defined below), including but not limited to, all catering throughout the Arena. The events from **July 31, 2010 through September 30, 2010**, for which this Agreement is based upon, are listed on Exhibit A. In order to provide the Operations, Concessionaire shall also have the exclusive right and license to use all food preparation facilities located at the Arena, including without limitation, the kitchens, pantry areas and other areas of the Arena necessary to provide the Operations. The Operations shall be conducted in

accordance with "management fee" type of arrangements, and more specifically, in accordance with the past practice at the Arena, including, without limitation, delivery by Owner of a "turnkey" Arena to Concessionaire, replacement of all items paid for by Owner, same pricing, and same hours of operation.

2. Term. Concessionaire shall manage and operate, on an exclusive basis, the Operations of the Arena, from **July 31, 2010, through September 30, 2010** (the "Term"). Both parties may extend this Agreement for an additional period by written mutual agreement.

3. Management Fee. As consideration to Concessionaire for providing the food and beverage service operations at the Arena, Concessionaire shall be reimbursed for all of its expenses in connection with the Operations, and Concessionaire shall also retain Five Percent (5%) of all Gross Receipts (the "Management Fee") generated in the Arena during each calendar month. The term "Gross Receipts" shall mean the total gross revenues actually collected from patrons of the Arena in respect of food and beverage sales and services by Concessionaire at the Arena including the net amount received by Concessionaire from subcontractors; provided, however, Gross Receipts shall not include any (i) service charges, discounted sales or gratuities, (ii) any service or discount charges on credit card sales, or (iii) any city, county, state or federal use, excise or similar tax imposed on the sale or use of the food and beverage Items collected and paid to applicable taxing authorities by Concessionaire. Notwithstanding the above, Concessionaire shall not be entitled to its Management Fee for the Term if the Net Receipts are not positive for the Term.

4. Net Receipts. "Net Receipts" shall mean the Gross Receipts, less all direct or indirect expenses (including the Management Fee, if any) Concessionaire incurs related to the Operations. Owner shall retain One Hundred Percent (100%) of the Net Receipts. Expenses are of the type listed on Exhibit B.

5. Operating Deficits/Expenses. It is expressly understood and agreed that (i) Concessionaire is only providing management services to and for Owner and, accordingly, Concessionaire shall not be obligated to fund any portion of any negative Net Receipts from the Operations, except Concessionaire shall be obligated to fund the amount any cumulative negative Net Receipts for the Term exceeds \$20,000.00 (Owner shall be required to pay the first \$20,000.00 in negative Net Receipts for the Term), and (ii) Owner shall be responsible for paying for all expenses related to the Operations within fourteen (14) days of receipt of an invoice. Notwithstanding the above, Owner shall not be responsible for negative Net Receipts in excess of \$20,000.00 for the Term. Owner shall comply with the requirement of the Illinois Prompt Payment Act.

6. Reservation of Rights. The parties expressly reserve any and all rights available to them at law or in equity against each other or any entity in connection with the Management Agreement between Concessionaire and CCO Entertainment (on behalf of itself and on behalf of Madkatstep Entertainment LLC as Madkatstep's exclusive agent) dated April 24, 2006. This Agreement is without prejudice to the claims and defenses asserted, or which may be asserted, by Concessionaire or Owner in the lawsuit pending in the Circuit Court of Cook County, Chancery Division, Case No. 09-CH-34392 (the "Pending Litigation"). Neither the existence nor the terms of this Agreement shall be used as evidence in the Pending Litigation.

7. Conduct of Operations. Owner acknowledges that Concessionaire shall operate the Operations in a manner such that it will be on-site at the Arena only for events (set up and wind down), and shall not be required to be on-site during non-event days. Concessionaire shall operate generally in accordance with the estimated budget attached hereto as Exhibit C, assuming the events on Exhibit A all occur.

8. Future Negotiations. The parties will continue to negotiate a binding and definitive long term agreement for the exclusive Operations and the parties understand Owner is conducting dual negotiations with Concessionaire and Ovations/Global Spectrum. The parties will negotiate in good faith **through September 2010**. Any subsequent agreement is subject to the approval of each party. Owner shall use best efforts to prevent Ovations, or any other foodservice provider, from being in the Arena during the Operations for any event. Provisions will be made by Owner to secure Concessionaire's property at the Arena.

9. Publicity. No party to this letter shall issue any press release or other publicity concerning the proposed transaction without the prior approval of the other party, except as otherwise required by law.

10. Counterparts. This Letter Agreement may be executed by facsimile and in one or more counterparts.

11. Governing Law. This letter agreement shall be governed in accordance with the internal laws of the State of Illinois.

12. Authority. Each party hereto represents and warrants to the other parties that it has the power and authority to enter into this Agreement and perform its obligations hereunder. Neither this Agreement nor any of the rights, duties or obligations hereunder shall be assignable in whole or in part without the prior written consent of other two parties. No consent from any third party is necessary for the effectiveness of this Agreement.

13. Indemnification. Owner and Concessionaire ("Indemnifying Party," as applicable) shall, to the extent legally permitted, each defend, indemnify and hold the other party and its affiliates and representatives (the "Indemnitees") harmless from (a) any third party claims, losses, damages and expenses (collectively, "Claims") arising out of or related to (i) the negligence or willful misconduct of the Indemnifying Party and/or such Indemnifying Party's affiliates, representatives, and employees, or (ii) a breach of any of the Indemnifying Party's obligations hereunder; provided, however, the Indemnifying Party shall have no such obligation in connection with Claims to the extent they (A) arise out of any such respective Indemnitee's breach of any of its obligations under this Agreement, or (B) the gross negligence or willful misconduct of any such Indemnitee. Owner shall defend, indemnify, and hold Concessionaire harmless from Claims by Ovations or Global Spectrum against Concessionaire.

14. Insurance. Insurance will be provided by Concessionaire as identified in Exhibit D.

15. Licenses and Permits. Concessionaire shall maintain all licenses and permits as identified in Exhibit E.

16. Employees. Owner hereby expressly agrees that, during the Term (including any extensions thereof) and for a period of twelve (12) months following either the expiration or earlier termination of this Agreement, none of Owner, any other food or beverage service operator or concessionaire providing food and beverages in, to or for any areas of the Arena, nor any of their respective affiliates, related entities or individuals shall directly or indirectly solicit, hire, offer to hire or employ an former or the any current salaried, management-level employee of Concessionaire (including, but not limited to, Concessionaire's current or former director of operations, chefs, sous chefs and the salaried managers of the various areas of the Foodservice Facilities) to work in or in connection with the Arena or the Foodservice Facilities as a consultant, employee, independent contractor or otherwise in any other capacity, without Concessionaire 's prior written approval, which approval can be granted or denied in Concessionaire's sole and absolute discretion. The provisions of this Paragraph 16 shall survive the termination of this Agreement for any reason.

17. Confidentiality. All of the intellectual property, information systems, proprietary information, work product, and service solution tools conducted in the Operations shall be exclusively owned by Concessionaire.

18. Attorney's Fees. In the event of a breach of this Agreement, the breaching party to this Agreement shall pay for the non-breaching party's attorney's fees and costs to enforce this Agreement.

If the above is acceptable, please confirm your acceptance by signing the enclosed duplicate copy of this letter and returning it to the Village of Hoffman Estates.

Very truly yours,

VILLAGE OF HOFFMAN ESTATES

By: _____
Its: _____

ACCEPTED AND AGREED TO
as of the date first above written.

LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP,
An Illinois limited partnership

By: _____
Its: _____

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of Clear Wireless LLC for communications lease agreement amendments for three separate sites (4690 Olmstead, 95 Aster, 3900 Huntington) to allow the addition of microwave dish antennas on existing Sprint antenna equipment

MEETING DATE: July 26, 2010

COMMITTEE: Planning, Building & Zoning

FROM: Peter Gugliotta *PG*

REQUEST: Request approval of Clear Wireless LLC for communications lease agreement amendments for three separate sites (4690 Olmstead, 95 Aster, 3990 Huntington) to allow the addition of microwave dish antennas on existing Sprint antenna equipment

BACKGROUND: In January 2010, the Village approved special use permit ordinances for dish antennas to be added to three existing Sprint Communications locations on Village water towers. This included 4690 Olmstead (Ord. 2010-4162), 95 Aster (Ord. 2010-4163), and 3990 Huntington (Ord. 2010-4164). Typically, the lease agreements would be presented to the Village Board at the same time as the zoning requests, however, in this case, Sprint/Clearwire changed the consultants they were using for all of their projects in the area and finalization of the lease amendments was delayed.

Prior to the zoning approvals, the Public Works Department, utilizing two separate consultants, reviewed and approved the detailed plans and structural reports for the antennas. The structural information was approved by the Village Board as part of the zoning process.

DISCUSSION: The proposed lease amendments for the three sites are identical. They allow for the existing original Sprint agreements to remain in place unchanged, and they will permit Clearwire (a subsidiary of Sprint) to install backhaul data satellite dishes on the existing Sprint mounting equipment and modify the existing Sprint ground equipment accordingly. The satellite dishes will enhance data communications for the Sprint/Clearwire network.

The leases are written to allow a maximum of three satellite dish antennas on each tower, subject to zoning approval. At this point, the zoning approval has been granted for two dishes on each water tower, however, Sprint/Clearwire has filed for zoning approval of a third dish on each tower. The petitioner will install two dishes per site as soon as possible, and if the third dish is approved, it will be added later. The installation of a third dish will be subject to structural approval and zoning approval by the Village.

DISCUSSION: (Continued)

The new satellite dishes will not take up additional space on the water towers that could be used by future communications carriers to install more equipment because they will be attached to the existing Sprint antenna arrays. No new ground space will be required.

The Village has adopted a standard lease rate schedule for new installations of antenna arrays on water towers, however, the schedule does not address add-ons or expansions. Typically, a standard installation would include up to 12 panel antennas, divided into 3 sectors, and it would require use of a 20' by 10' ground area. In this case, the carrier is adding more antennas and upgrading equipment, but not consuming space that could be leasable to another carrier. While this additional equipment warrants some additional lease payment, it is not a new antenna installation and, therefore, does not command payment of the full lease rate.

In order to maintain consistency with the previously approved rate schedule, a new schedule has been developed equal to one-third of the primary schedule, including annual incremental increases in the rate. The 2010 one-third lease rate will be \$1,233.44 per month, per site. Sprint will continue to pay the Village their previously approved full rate for the existing antennas, and in addition will also pay the one-third rate level for the right to add up to three small satellite dish antennas. Further, for consideration of processing each amendment, the lease provides for a one-time signing bonus payment of \$2,000 per site.

FINANCIAL IMPACT:

For each of the three sites, the new lease will generate approximately \$14,800 (plus the initial \$2,000 payment) to the Village, based on the 2010 rates. The rate increases 4-5% per year after that.

It is also noted that the petitioner paid the zoning application fees, and is responsible for payment of all consultant costs for Public Works plan review, structural review, and construction inspection services. Building permit fees will also be paid for the construction work at each location.

RECOMMENDATION:

Approval of lease agreement amendments with Clear Wireless LLC to allow the installation of microwave dish antennas on existing Sprint communications equipment at 4690 Olmstead, 95 Aster and 3990 Huntington.

Attachments

95 Aster

Site Name: Golf Center

Site ID #: IL3249

AMENDMENT NO. ONE TO THE COMMUNICATIONS SITE LEASE AGREEMENT (WATER TOWER)

This Amendment No. 1 to Communications Site Lease Agreement ("Amendment"), effective as of the date last signed below ("Effective Date"), amends a certain Communications Site Lease Agreement between Nextel West Corp., a Delaware Corporation, ("Lessee") and the Village of Hoffman Estates, an Illinois municipal corporation ("Lessor"), dated October 11, 1999 (the "Agreement").

BACKGROUND

Lessee desires to allow its affiliate Clear Wireless LLC, a Nevada limited liability company to use some portion of the Premises for the deployment of advanced wireless services by installing up to three (3) microwave dishes.

Lessee and Lessor therefore desire to modify the provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which is acknowledged, Lessor and Lessee agree as follows:

- Modification to the Facilities.** Exhibit B of the Agreement is amended to include the revised Exhibit B-1, consisting of lease drawings labeled Site Plan and Elevation, a copy of which is attached and made a part hereof. Upon full execution of this Amendment, Lessee is permitted to do all work necessary to prepare, maintain and alter the Site to install, modify or otherwise relocate the Facilities, all as more fully described and contemplated in Exhibit B-1.
- Modification to Rent.** In consideration for the revisions contemplated by this Amendment, effective upon the first day of the month following the date the facilities are modified, the monthly microwave dish rent will be per the attached Exhibit D-1 (Monthly Microwave Rate Schedule), and will be in addition to the existing rate being paid for the communications antennas installed under the original 1999 agreement. As additional consideration, within forty five (45) business days after full execution of this Agreement, Lessee shall pay to Lessor a one time payment of a signing bonus in the amount of three thousand (\$3,000.00) dollars.
- Expiration or Termination of Sublease.** If Tenant's sublessee or sublessee (i) does not install, construct or add equipment to the Site, or (ii) installs equipment, but later removes the equipment, then upon written notice to Lessor, Tenant may terminate this Amendment. After terminating the Amendment, the terms and conditions of the Agreement as they existed immediately prior to the Effective Date of this Amendment shall be deemed ratified, and shall continue in full force and effect. Rent shall revert to the amount in effect immediately prior to the Effective Date of this Amendment, plus any rental increases, including annual escalators or rent increases due to other site modifications made by Tenant, which occurred during the period of time between the Effective Date of this Amendment and the termination date of this Amendment.
- Lessee's Notice Address.** Lessee's notice address is hereby deleted in its entirety and replaced with the following:

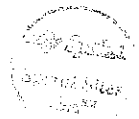
Sprint/Nextel Property Services
Mailstop KSOPHT0101-Z2650
6391 Lessee Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to:

Sprint/Nextel Law Department
Mailstop KSOPHT0101-Z2020
6391 Lessee Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney"

1

hs



Site Name: Golf Center

Site ID #: IL3249

5. General Terms and Conditions.

(a) All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

(b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

(c) This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

(d) Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

(e) The Lessor, by its execution of the Amendment, hereby consents to Lessee subleasing or sublicensing a portion of the Premises to Clear Wireless LLC, a Nevada limited liability company.

SIGNATURES ON FOLLOWING PAGE

☞

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Site Name: Golf Center

Site ID #: IL3249

The parties have executed this Amendment as of the Effective Date.

Lessor:

Village of Hoffman Estates,
an Illinois municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Lessee:

Nextel West Corp.,
a Delaware Corporation,

By: *Holly S. Castellanos*

Name: Holly S. Castellanos

Title: Manager, Real Estate

Date: 7-14-06

Site Name: Golf Center

Site ID #: IL3249

Exhibit B-1

[See attached]



hsc

W

SHEET INDEX

NO.	DESCRIPTION
T-1	TITLE SHEET
C-1	SITE PLAN
C-2	ENLARGED SITE PLAN
C-3	SHELTER/ANTENNA PLAN
C-4	SITE ELEVATION + DETAILS
E-1	SINGLE LINE + NOTES

clear wireless LLC®

a Nevada limited liability company, a Sprint affiliate

SITE NAME

GOLF CENTER

SITE NUMBER

IL-CHI5290

PROJECT SUMMARY

<u>SITE NAME:</u>	GOLF CENTER
<u>SITE NO.</u> <u>SPRINT HOST NO.</u>	IL-CHI5290 IL3748
<u>SITE ADDRESS:</u>	95 ASTER LANE HOFFMAN ESTATES, IL 60169
<u>COUNTY:</u>	COOK
<u>LANDLORD ADDRESS:</u>	VILLAGE OF HOFFMAN ESTATES 300 HANSELL ROAD HOFFMAN ESTATES, IL 60169 (847) 881-9100
<u>SITE COORDINATES (FROM CLEARVISION):</u>	
<u>LATITUDE:</u>	N 42.0486° (NAD 83)
<u>LONGITUDE:</u>	W - 88.0118° (NAD 83)
<u>ZONING:</u>	
<u>JURISDICTION:</u>	
<u>BUILDING CODE:</u>	INTERNATIONAL BUILDING CODE 2003 EDITION
<u>ELECTRICAL CODE:</u>	NATIONAL ELECTRIC CODE 2005 EDITION

clear wireless LLC®

a Nevada limited liability company,
a Sprint affiliate

5600 N. RIVER RD.
SUITE 300
ROSEMONT, IL 60018
(847) 318-3000



Fullerton Engineering Consultants
9100 W. HIGGINS RD.
SUITE 800
ROSEMONT, ILLINOIS 60018
TEL: 847-292-0200
FAX: 847-292-0209
DESIGN FIRM NO. 184-002458

<u>CHECKED BY:</u>	JP		
<u>APPROVED BY:</u>	MB		
<u>#</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>INT.</u>
	03/11/09	30% REVIEW	DZ
	05/18/09	FINAL	SM

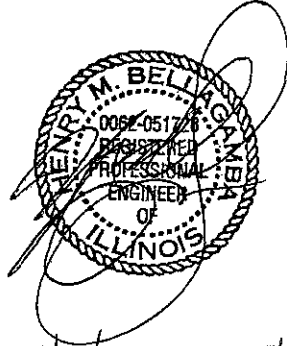
DRIVING DIRECTIONS

DEPART FROM CLEARWIRE OFFICE,
5600 N. RIVER RD., ROSEMONT, IL 60018
HEAD EAST ON BRUN MAUER AVE TOWARD N RIVER RD. TURN
LEFT AT N RIVER RD. TURN LEFT AT DEVON AVE. TAKE THE RAMP
ONTO I-90 W (PARTIAL TOLL ROAD) TAKE THE ROSELLE RD EXIT
(TOLL ROAD) KEEP LEFT AT THE FORK. FOLLOW SIGNS FOR
SCHAUMBURG/HOFFMAN ESTATES (PARTIAL TOLL ROAD) TURN
LEFT AT N ROSELLE RD. TURN LEFT AT GOLF RD/IL-58. TURN RIGHT
AT APPLE ST. TURN LEFT AT ASTER LANE.

ENGINEER'S LICENSE

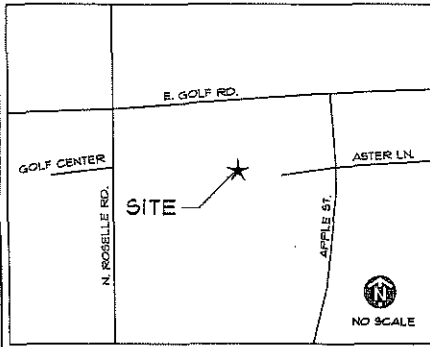
I CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR
UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST
OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS
OF THE INTERNATIONAL BUILDING CODE 2003 EDITION

LICENSED ENGINEER - STATE OF ILLINOIS



EXPIRES: 11/30/09 SIGNED: 5/08/09

VICINITY MAP



SITE ADDRESS

95 ASTER LANE
HOFFMAN ESTATES, IL 60169

PROJECT TYPE

BACKHAUL PROJECT

PROJECT TEAM

clear wireless LLC® a Nevada limited liability company, a Sprint affiliate 5600 N. RIVER RD. SUITE 300 ROSEMONT, IL 60018 (847) 318-3000	EVEREST GROUP THE EVEREST GROUP, LLC 1013 W. 11TH ST. WORTH, IL 60482 TEL: (708) 923-1363	FEED Fullerton Engineering Consultants 9100 W. HIGGINS RD. SUITE 800 ROSEMONT, ILLINOIS 60018 TEL: 847-292-0200 FAX: 847-292-0209
<u>APPLICANT</u>	<u>REAL ESTATE</u>	<u>ENGINEER/STRUCTURAL</u>

- HANDICAP ACCESS REQUIREMENTS ARE NOT REQUIRED
- FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
- FACILITY HAS NO PLUMBING OR REFRIGERANTS
- THIS FACILITY SHALL MEET OR EXCEED ALL FAA AND FCC REGULATORY REQUIREMENTS
- ALL WORK MUST CONFORM TO CLEARWIRE "CLEARWIRE CONSTRUCTION INSTALLATION GUIDE - UMAX"

- SCOPE OF WORK:
- NEW CLEARWIRE BACKHAUL DISH ANTENNAS INSTALLED ON EXISTING WATER TOWER
 - NEW CLEARWIRE BACKHAUL EQUIPMENT INSTALLED IN EXISTING SHELTER

APPROVALS

<u>CLEARWIRE CONST.</u>	<u>DATE</u>
<u>CLEARWIRE RP</u>	<u>DATE</u>
<u>CLEARWIRE OPS</u>	<u>DATE</u>
<u>LANDLORD</u>	<u>DATE</u>

DRAWING SCALED TO 11"x17"

SITE NAME

GOLF CENTER

SITE NO.

IL-CHI5290

SITE ADDRESS

95 ASTER LANE
HOFFMAN ESTATES, IL 60169

SHEET NAME

TITLE SHEET

SHEET NUMBER

T-1

THIS DRAWING IS THE PROPERTY OF FULLERTON ENGINEERING CONSULTANTS, INC. IT IS FOR THE EXCLUSIVE USE OF THIS PROJECT. ANY RE-USE OF THIS DRAWING WITHOUT THE EXPRESSED WRITTEN CONSENT OF FULLERTON ENGINEERING CONSULTANTS, INC. IS PROHIBITED.

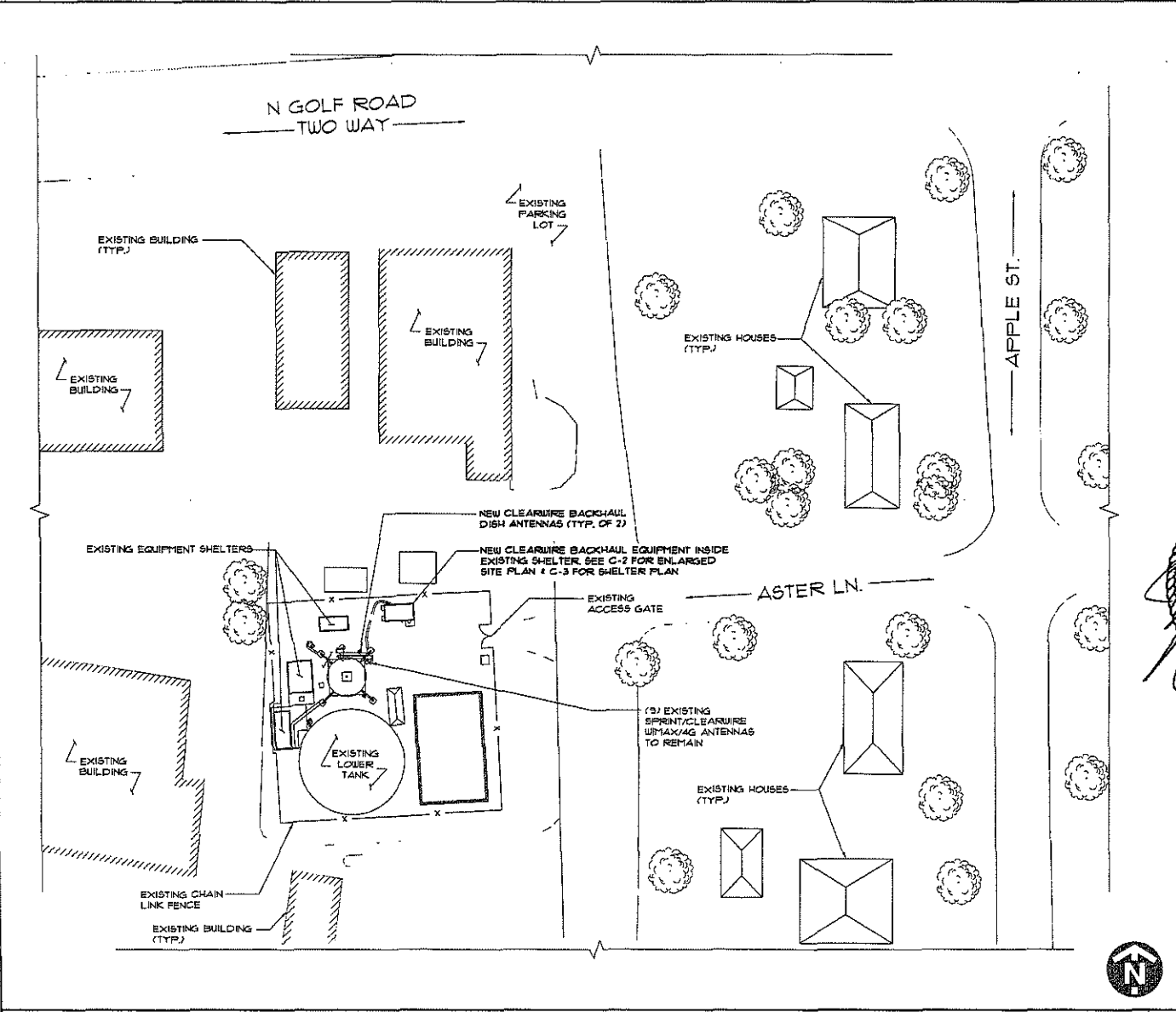
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ABBREVIATIONS

A/C	AIR CONDITIONER
AFF	ABOVE FINISHED FLOOR
AGL	ABOVE GRADE LEVEL
AMSL	ABOVE MEAN SEA LEVEL
APPROX	APPROXIMATE
AWG	AMERICAN WIRE GAUGE
BLDG	BUILDING
BTS	BASE TRANSMISSION STATION
CAB	CABINET
COL	COLUMN
CONC	CONCRETE
CND	CONDUIT
DWG	DRAWING
FT	FOOT (FEET)
EGS	EQUIPMENT GROUND BAR
ELEC	ELECTRICAL
ELEV	ELEVATION
EMT	ELECTRICAL METALLIC TUBING
EQUIP	EQUIPMENT
(E)	EXISTING
FND	FOUNDATION
GALV	GALVANIZED
GND	GROUND
GPS	GLOBAL POSITIONING SYSTEM
IN	INCHES
LB (L)	POUNDS
MAX	MAXIMUM
MFR	MANUFACTURER
MGB	MASTER GROUND BAR
MIN	MINIMUM
(N)	NEW
NEC	NATIONAL ELECTRICAL CODE
NOM	NOMINAL
NTS	NOT TO SCALE
OE/OT	OVERHEAD ELECTRIC/TELCO
POS	POSITION
RGS	RIGID GALVANIZED STEEL
SF	SQUARE FOOT
STL	STEEL
T & B	TOP & BOTTOM
T/	TOP
TBD	TO BE DETERMINED
TYP	TYPICAL
UE/UT	UNDERGROUND ELECTRIC/TELCO
UNO	UNLESS NOTED OTHERWISE
VF	VERIFY IN FIELD
W/	WITH
XFR	TRANSFORMER

SYMBOLS

—	CENTERLINE
—	FLATE
△	REVISION
●	WORK POINT
○	UTILITY POLE
▨	BRICK
▨	COMPRESSED STONE
▨	CONCRETE
▨	EARTH
▨	GRAVEL
▨	MASONRY
▨	STEEL
—	CENTERLINE
—	PROPERTY LINE
—	LEASE LINE
—	EASEMENT LINE
—X—X—	CHAIN LINK FENCE
—□—□—	WOOD FENCE
—UE—	BELOW GRADE ELECTRIC
—UT—	BELOW GRADE TELEPHONE
—OE/OT—	OVERHEAD ELECTRIC/TELEPHONE
—L—A—	SECTION REFERENCE



SITE PLAN

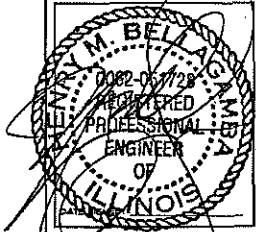
SCALE: 1" = 10'-0"

clear w'reless LLC
 a Nevada limited liability company,
 a Sprint affiliate
 5600 N. RIVER RD.
 SUITE 300
 ROSEMONT, IL 60018
 (847) 318-3000



Fullerton Engineering Consultants
 5100 W. HIGGINS RD.
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 ROSEMONT, ILLINOIS 60018
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 FAX: 847-292-0705
 DESIGN FIRM NO. 184-002458

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APPROVED BY:	MB		
#	DATE	DESCRIPTION	BY
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	05/26/09	FINAL	ST



SITE NAME
GOLF CENTER

SITE NO.
IL-CH15290

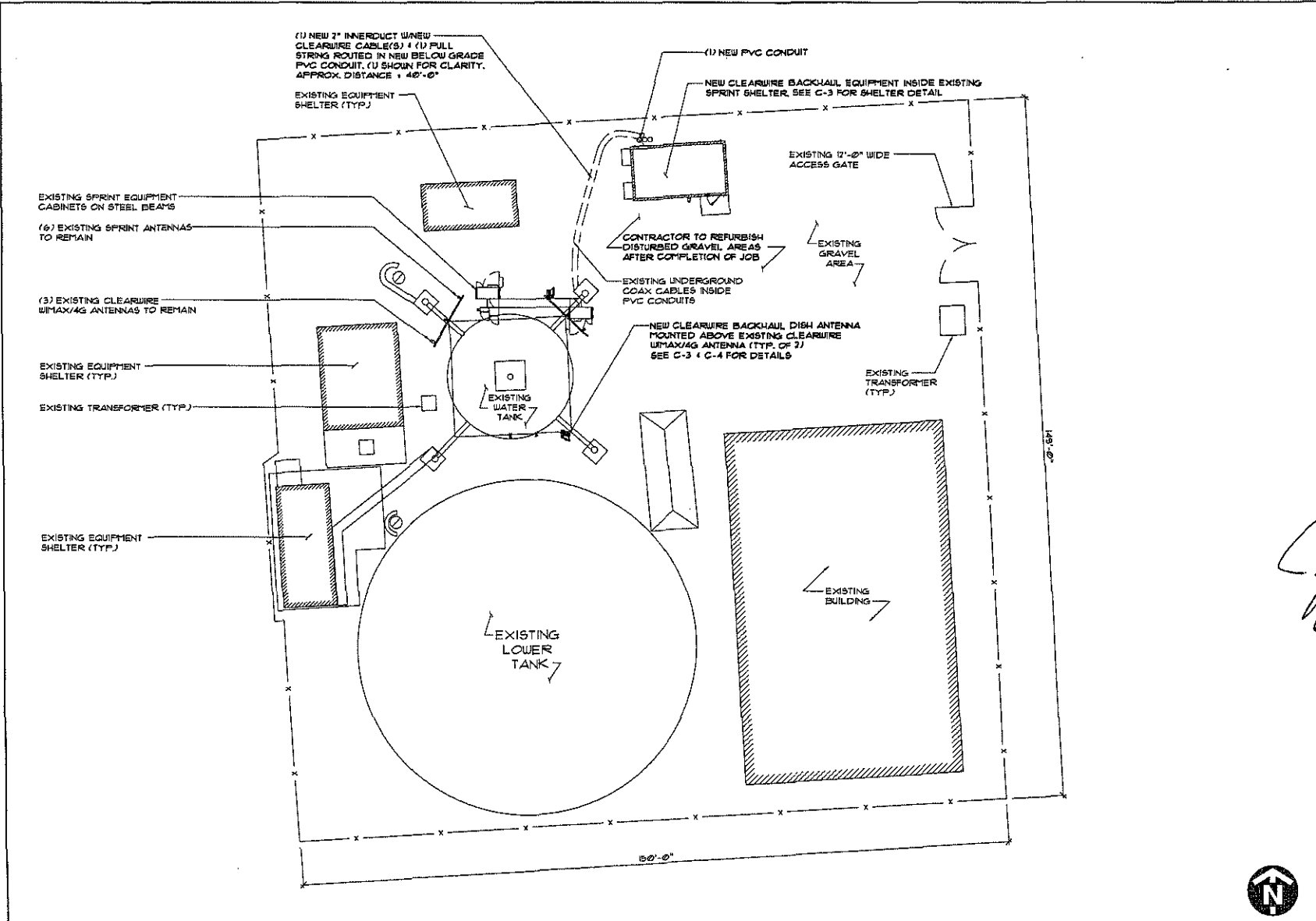
SITE ADDRESS
**95 ASTER LANE
 HOFFMAN ESTATES, IL 60169**

SHEET NAME
SITE PLAN

SHEET NUMBER
C-1

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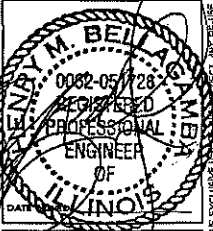
W



**clear
w'reless LLC**
a Nevada limited liability company,
a Sprint affiliate
5600 N. RIVER RD.
SUITE 300
ROSEMONT, IL 60018
(847) 318-3000

FEED
Fullerton Engineering Consultants
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ROSEMONT, ILLINOIS 60018
TEL: 847-297-0700
FAX: 847-297-0205
DESIGN FIRM NO. 194-007498

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APPROVED BY:	MB		
#	DATE	DESCRIPTION	BY
1	03/24/03	90% REVIEW	DZ
2	05/28/03	FINAL	SM



SITE NAME
GOLF CENTER

SITE NO.
IL-CH15290

SITE ADDRESS
**95 ASTER LANE
HOFFMAN ESTATES, IL 60143**

SHEET NAME
**ENLARGED
SITE PLAN**

SHEET NUMBER
C-2

ENLARGED SITE PLAN

SCALE: 1" = 20'-0" 1

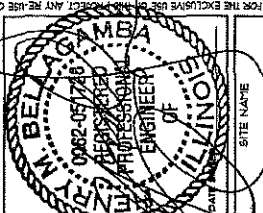
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a Sprint affiliate

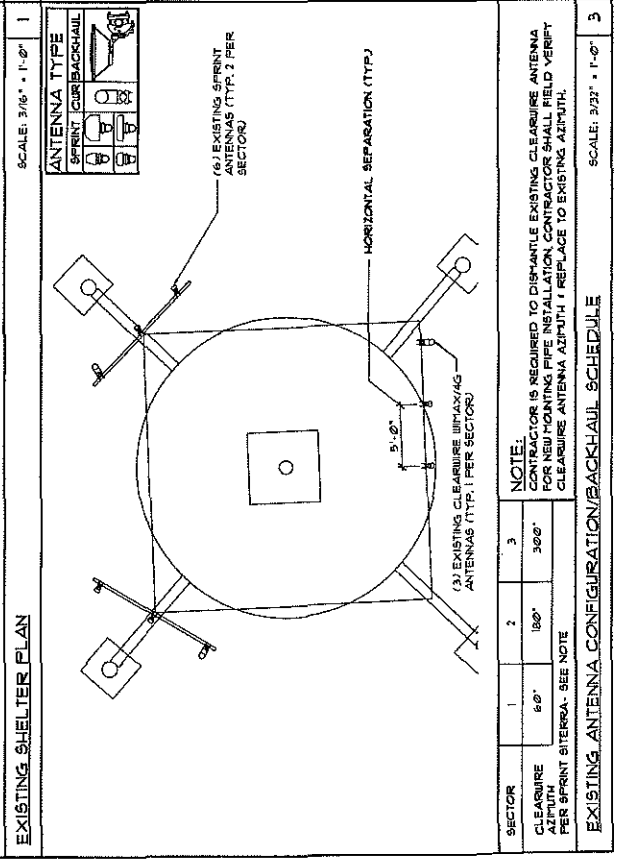
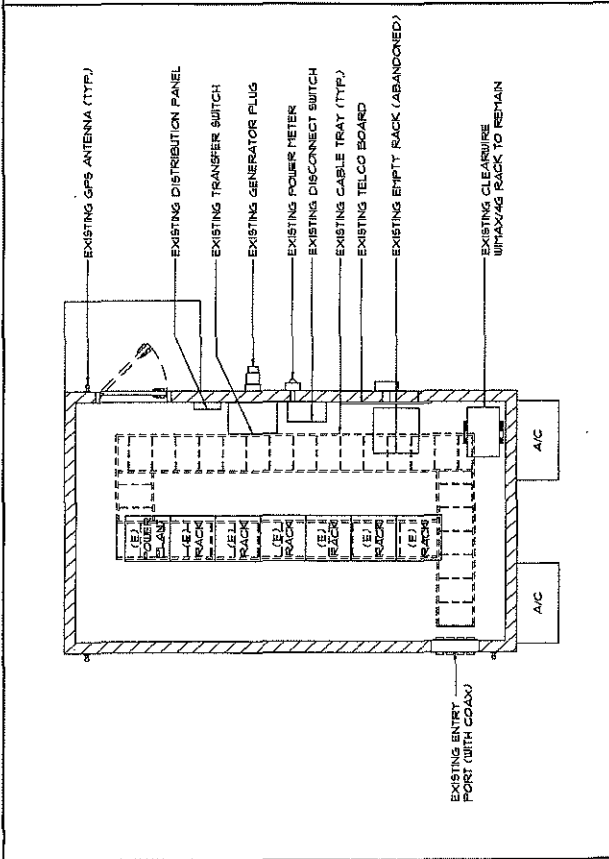
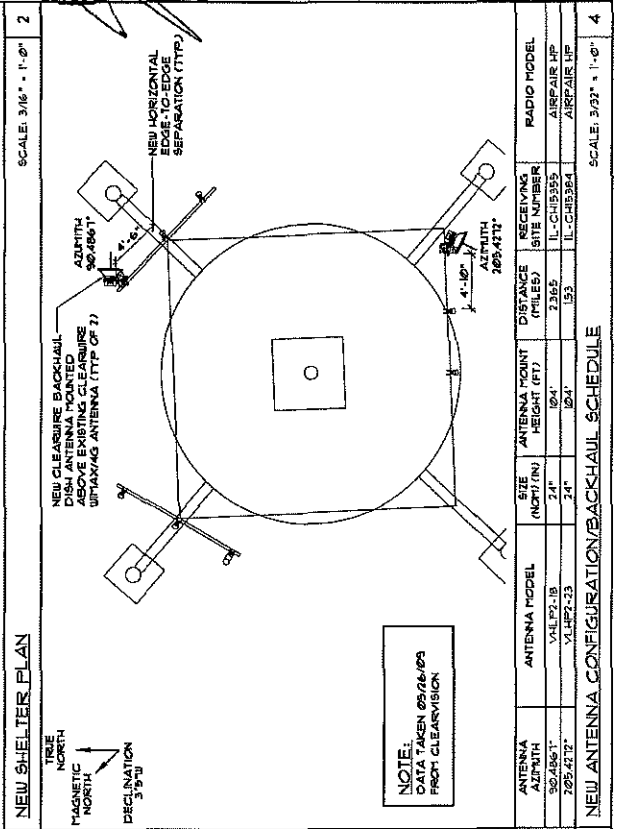
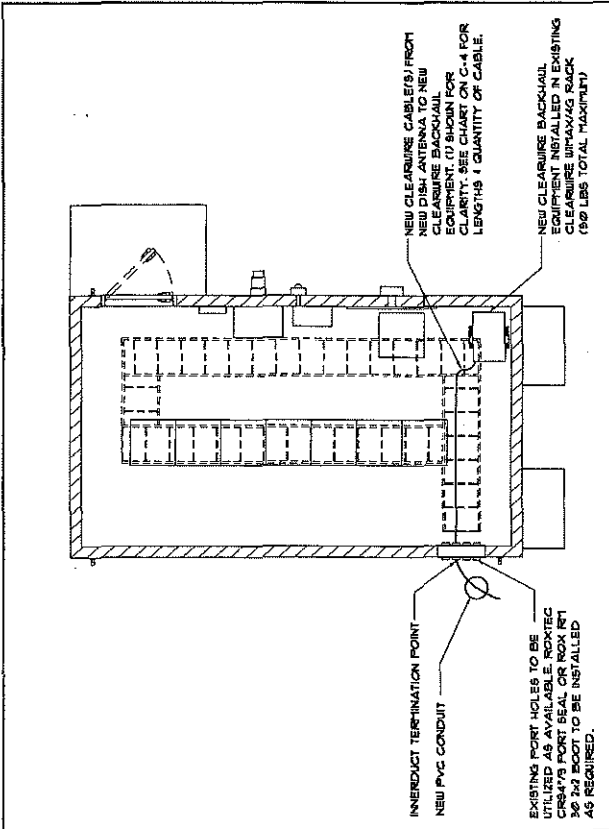
5600 N. BRYCES RD.
SUITE 300
ROSEMONT, IL 60018
(847) 318-3000

TEC
Fulltime Engineering Consultants
9100 W. HIGGINS RD.
ROSEMONT, IL 60018
TEL: 847-392-0700
FAX: 847-392-0705
DESIGN FIRM NO. 184-007489

CHECKED BY:	DATE	DESCRIPTION	BY
JP	11/10/09	DESIGN	JP
JP	07/14/09	REVISED	JP
JP	07/14/09	REVISED	JP



SITE NAME	GOLF CENTER
SITE NO.	IL-CHI5290
SITE ADDRESS	95 ASTER LANE HOFFMAN ESTATES, IL 60149
SHEET NAME	SHELTER/ ANTENNA PLAN
SHEET NUMBER	C-3



SECTOR	1	2	3
CLEARANCE AZIMUTH PER SPRINT SCHEDULE	60°	180°	300°

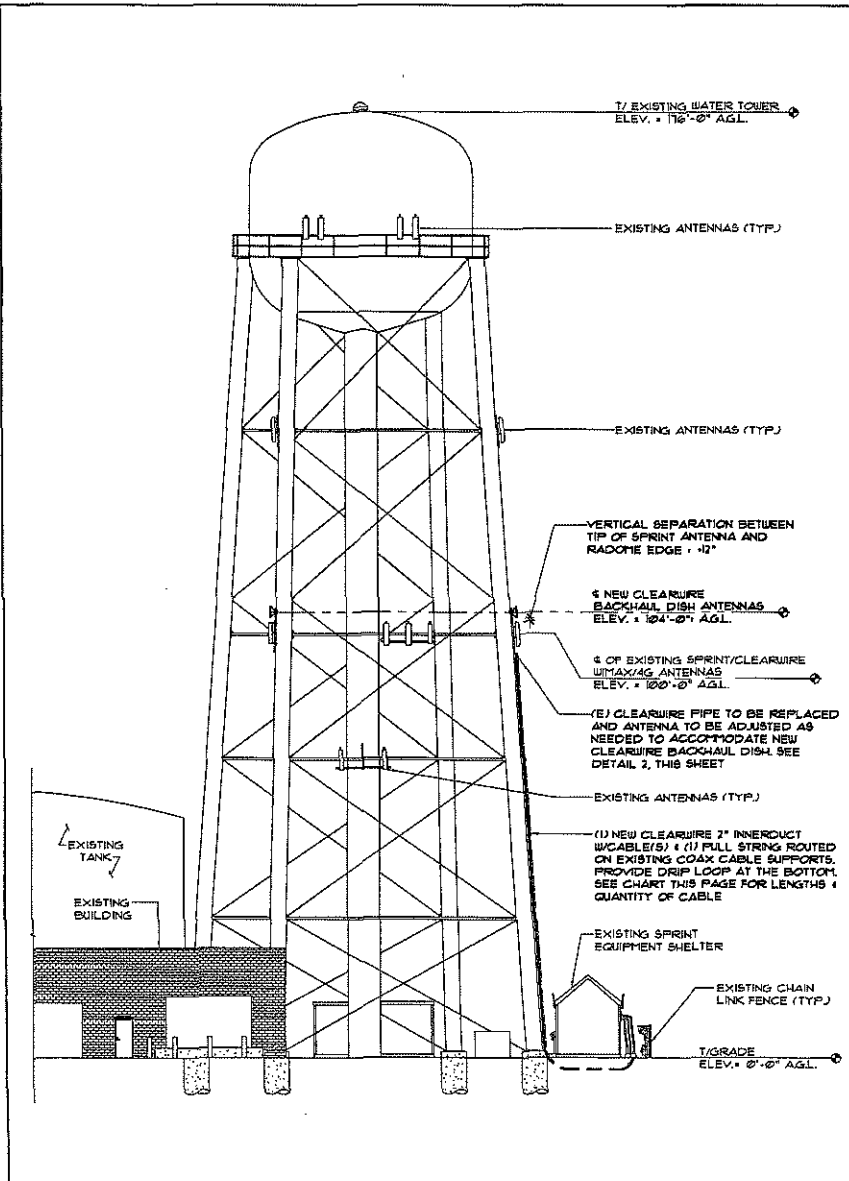
ANTENNA	ANTENNA MODEL	SITE ANGLE (INCL. IN)	ANTENNA POINT HEIGHT (FT)	DEFENSES (FEET)	RECEIVING SITE NUMBER	RADIO MODEL
020-4850°	V-LR2-18	24"	90'	23.65'	IL-CHI5290	AIRSPACE LP
285-417°	V-LR2-23	24"	90'	15.3'	IL-CHI5290	AIRSPACE LP

NEW ANTENNA CONFIGURATION/BACKHAUL SCHEDULE

SCALE: 3/32" = 1'-0"

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Handwritten mark



ELEVATION

SCALE: NTS 1

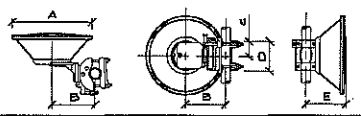
- ANTENNA NOTES:**
1. THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNA SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS.
 2. CONTRACTOR SHALL VERIFY HEIGHT OF ANTENNA WITH CLEARWIRE REPRESENTATIVE.
 3. ALL ANTENNA AZIMUTH TO BE FROM TRUE NORTH.

- STRUCTURAL NOTES:**
1. STRUCTURAL CALCULATION PREPARED BY FULLERTON ENGINEERING CONSULTANTS. CONTRACTOR TO COORDINATE WITH CLEARWIRE REPRESENTATIVE TO OBTAIN A COPY.
 2. CONTRACTOR TO REFER TO TOWER STRUCTURAL CALCULATIONS FOR ADDITIONAL LOADS. NO ERECTION OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.

BACKHAUL CABLE SCHEDULE

ANTENNA TYPE	AZIMUTH	QTY.	ESTIMATED LENGTH	RADIO MODEL	TYPE	SIZE
DISH	90.4867°	1	200 FT.	AIRPAIR HP	5FX500	1/2"
DISH	205.4212°	1	240 FT.	AIRPAIR HP	5FX500	1/2"
TOTAL:			440 FT.	OF	5FX500	1/2"

- NOTES:**
1. ACTUAL LENGTHS SHALL BE DETERMINED PER SITE CONDITION BY THE CONTRACTOR.
 2. THE CONTRACTOR SHALL VERIFY THE ACTUAL LENGTHS BEFORE INSTALLATION.

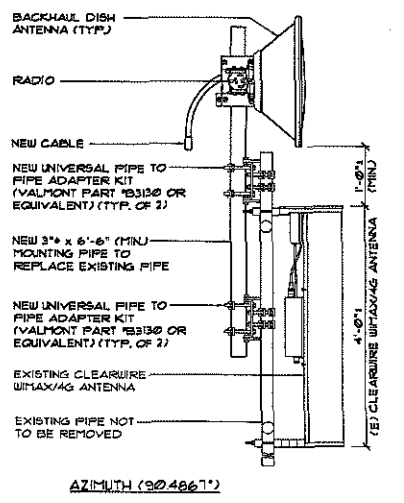


24" DISH	A	B	C	D	E	
	IN	26.10	14.10	7.20	5.60	13.20

NOTE: RADIO NOT SHOWN FOR CLARITY

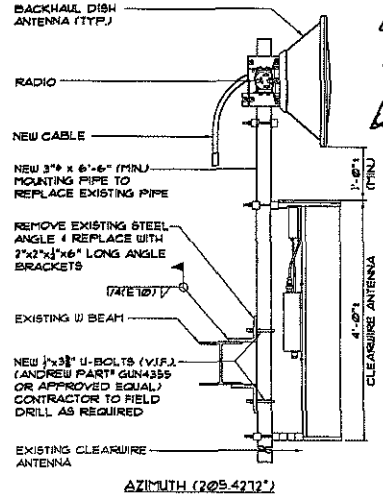
BACKHAUL ANTENNA DETAIL

SCALE: NTS 3



AZIMUTH (90.4867°)

DISH SUPPORT DETAIL



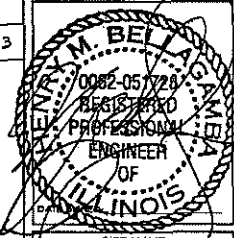
AZIMUTH (205.4212°)

SCALE: NTS 2

clear wireless LLC
 a Nevada limited liability company, a Sprint affiliate
 5600 N. RIVER RD.
 SUITE 300
 ROSEMONT, IL 60018
 (847) 318-3000

Fullerton Engineering Consultants
 5700 W. HIGGINS RD.
 SUITE 800
 ROSEMONT, ILLINOIS 60018
 TEL: 847-292-0700
 FAX: 847-292-0205
 DESIGN FIRM NO. 184-002499

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APPROVED BY:	MB		
#	DATE	DESCRIPTION	INT.
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2	05/18/09	FINAL	DT



GOLF CENTER

SITE NO.
 IL-CH15290
 SITE ADDRESS
 95 ASTER LANE
 HOFFMAN ESTATES, IL 60169

SHEET NAME
 SITE ELEVATION & DETAILS

SHEET NUMBER
 C-4

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2

NOTES COLOR CODING:

- THE EQUIPAGE OF THE RFUS (DAP HEADS) MUST FOLLOW THE MOTOROLA COLOR ASSIGNMENT OF RED/BLUE/YELLOW REGARDLESS OF THE ACTUAL ANTENNA ORIENTATION. (FOR EXAMPLE, THE FIRST EQUIPPED SECTOR IS RED, BUT IN A SITUATION WHERE THE RED SECTOR IS NOT EQUIPPED WITH AN RFU, THE FIRST RFU (DAP HEAD) MUST BE LABELED RED EVEN IF IT LIES WITHIN THE BLUE SECTOR BASED ON ANTENNA ORIENTATION. ANY MICROWAVE ANTENNAS MUST BE LABELED BASED ON THE ORIENTATION. IN SUCH CASE THERE WOULD BE AN RFU (DAP HEAD) LABELED RED AND MICROWAVE ANTENNA(S) LABELED BLUE WITHIN THE BLUE SECTOR LOCATED BETWEEN 61 AND 180 DEGREES.)
- THE CONTRACTOR SHALL USE SECTOR APPROPRIATE COLORED TAPE TO DENOTE THE ANTENNA AND MICROWAVE DISHES. TAPE SHOULD BE UNRAFFED AROUND THE TOP AND BOTTOM OF THE SUPPORT PIPE AS DEPICTED IN THE TABLE ABOVE.

No.	SECTOR DEGREE RANGE	MARKING METHOD COLOR BANDS	MARKING METHOD NUMBER OF BANDS
1	301°-60°	RED	SMALLEST NUMBER WILL BE LABELED "R1", THE NEXT LARGER NUMBER WILL BE LABELED "R2"
2	61°-180°	BLUE	SMALLEST NUMBER WILL BE LABELED "B1", THE NEXT LARGER NUMBER WILL BE LABELED "B2"
3	181°-300°	YELLOW	SMALLEST NUMBER WILL BE LABELED "Y1", THE NEXT LARGER NUMBER WILL BE LABELED "Y2"

- ANTENNA INSTALLATION SHALL BE CONDUCTED BY FIELD CREWS EXPERIENCED IN THE ASSEMBLY AND ERECTION OF RADIO ANTENNAS, TRANSMISSION LINES, AND SUPPORT STRUCTURES.
- CONTRACT COMPANIES AND THEIR EMPLOYEES SHALL OBSERVE AND PRACTICE ALL OSHA SAFETY GUIDELINES WHILE PERFORMING SERVICE FOR CLEARWIRE.
- CONTRACT COMPANIES AND THEIR EMPLOYEES SHALL OBSERVE AND PRACTICE ALL OSHA SAFETY GUIDELINES WHILE PERFORMING SERVICE FOR CLEARWIRE.
- CONTRACTOR SHALL PERFORM A SAFETY INSPECTION PRIOR TO COMMENCING ALL WORK ACTIVITIES AT A CLEARWIRE LEASED OR OWNED SITE. CLEARWIRE SHOULD BE IMMEDIATELY NOTIFIED OF SAFETY HAZARD(S) FOUND DURING THE INSPECTION THAT COULD CAUSE DAMAGE TO PROPERTY. ALL WORK SHALL BE HALTED UNTIL SUCH TIME THE REPORTED SAFETY HAZARD IS CORRECTED. THE SAFETY HAZARD, IF POSSIBLE, SHOULD BE CORRECTED BY THE CONTRACTOR WHILE ON SITE. AFTER THE CONTRACTOR HAS NOTIFIED CLEARWIRE TO PERFORM THE CORRECTION.

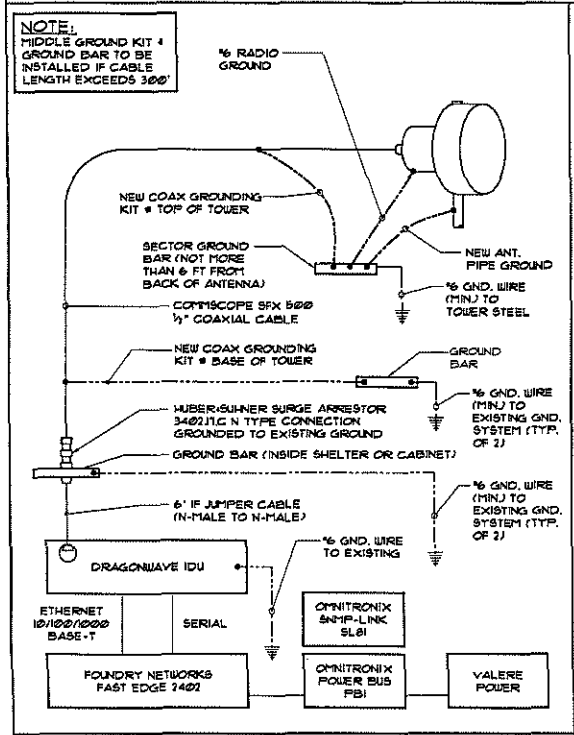
clear wireless LLC
 a Nevada limited liability company,
 a Sprint affiliate
 5600 N. RIVER RD.
 SUITE 3000
 ROSEMONT, IL 60018
 (847) 318-3000

FEB
 Fullerton Engineering Consultants
 9100 W. HIGGINS RD.
 SUITE 8000
 ROSEMONT, ILLINOIS 60018
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 FAX: 847-292-0205
 DESIGN FIRM NO. 194-002498

DATE	DESCRIPTION	INT.
03/24/09	90% REVIEW	DT
05/28/09	FINAL	ST

DISH COLOR CODING NOTES

ANTENNA INSTALLATION NOTES



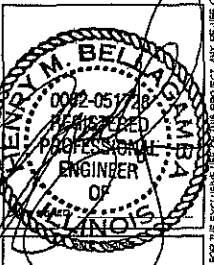
NOT USED

- ALL BASE TRANSCIEVER SITE EQUIPMENT SHALL BE GROUNDED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC), LIGHTNING PROTECTION CODE (NFPA 780) AND CLEARWIRE STANDARDS.
- THE ELECTRICAL SERVICE TO THE SITE SHALL BE GROUNDED AT THE SERVICE DISCONNECTING MEANS AS REQUIRED IN ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE AND IN ACCORDANCE WITH ANY LOCAL CODE.
- ALL UNDERGROUND (BELOW GRADE) GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC PROCESS (MECHANICAL LUG ATTACHMENTS BELOW GRADE ARE NOT ACCEPTABLE). CONNECTIONS SHALL INCLUDE ALL CABLE TO CABLE SPLICES (TEES, Xs, ETC.), ALL CABLE CONNECTIONS TO GROUND RODS, GROUND ROD SPLICES, AND LIGHTNING PROTECTION SYSTEMS AS INDICATED. ALL MATERIALS USED (MOLDS, WELDING METAL, TOOLS, ETC.) SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATION AND PROCEDURES.
- ALL GROUNDING AND BONDING CONDUCTORS THAT ARE CONNECTED ABOVE GRADE OR INTERIOR TO A BUILDING SHALL BE CONNECTED USING TWO HOLE CRIMP TYPE (COMPRESSION) CONNECTIONS FOR 1/2" AND 3/4" AWG INSULATED COPPER CONDUCTOR.
- ALL GROUNDING CONNECTIONS, INTERIOR AND EXTERIOR, MADE THROUGHOUT THIS DOCUMENT SHALL BE MADE USING AN ANTI-OXIDATION COMPOUND. THE ANTI-OXIDATION COMPOUND SHALL BE THOMAS AND BETTS KOPR-SHIELD (TM OF JET LUBE INC) OR APPROVED EQUAL. COAT ALL WIRES BEFORE CONNECTING.
- ALL CONNECTIONS SHALL BE MADE TO BARE METAL. ALL PAINTED SURFACES SHALL BE FIELD INSPECTED AND MODIFIED TO ENSURE PROPER CONTACT. PRIOR TO EXOTHERMICALLY CONNECTING, GALVANIZING SHALL BE REMOVED BY GRINDING SURFACE TO BARE METAL. 1/8" X 1/4" FROM EXOTHERMIC CONNECTION MUST BE REMOVED AND SHALL BE SPRAYED WITH GOLD GALVANIZE AFTER COMPLETION.
- FERROUS METAL CLIPS WHICH COMPLETELY SURROUND THE GROUNDING CONDUCTOR SHALL NOT BE USED. CLIPS OF THE FOLLOWING MATERIALS AND TYPES MAY BE USED TO SUPPORT GROUNDING CONDUCTORS.
 - PLASTIC CLIPS
 - STAINLESS STEEL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTOR
 - FERROUS METAL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTOR
- ALL HARDWARE, BOLTS, NUTS, WASHERS AND LOCK WASHERS SHALL BE 18-8 STAINLESS STEEL. EVERY CONNECTION SHALL BE BOLT-FLAT WASHER-BUSS-LUG-FLAT WASHER-LOCK WASHER-NUT IN THAT EXACT ORDER WITH NUT FACING OUTWARD. BACK-TO-BACK LUGGING. BOLT-FLAT WASHER-LUG-FLAT WASHER-LUG-BUSS-LUG-FLAT WASHER-LOCK WASHER-NUT, IN THAT EXACT ORDER IS ACCEPTED WHERE NECESSARY TO CONNECT MANY LUGS TO A BUSS BAR. STACKING OF LUGS, BUSS-LUG-LUG, IS NOT ACCEPTABLE.

AIRPAIR SINGLE LINE DIAGRAM

NOT USED

GROUNDING NOTES



GOLF CENTER
 SITE NO.
 IL-CH15290
 SITE ADDRESS
 25 ASTER LANE
 HOFFMAN ESTATES, IL 60169

SHEET NAME
SINGLE LINE & NOTES

SHEET NUMBER
E-1

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Exhibit D-1

Monthly Microwave Rate Schedule

ONE-THIRD PARTIAL RATE SCHEDULE FOR ACCESSORY ANTENNAS

<u>YEAR</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
2010	\$1,233.44	\$14,801.28
2011	\$1,282.78	\$15,393.32
2012	\$1,334.09	\$16,009.04
2013	\$1,387.45	\$16,649.40
2014	\$1,442.95	\$17,315.36
2015	\$1,500.66	\$18,007.96
2016	\$1,560.69	\$18,728.28
2017	\$1,623.12	\$19,477.40
2018	\$1,688.04	\$20,256.48
2019	\$1,772.44	\$21,269.32
2020	\$1,861.07	\$22,332.80
2021	\$1,954.12	\$23,449.44
2022	\$2,051.83	\$24,621.92
2023	\$2,154.42	\$25,853.00
2024	\$2,262.14	\$27,145.64
2025	\$2,375.24	\$28,502.92
2026	\$2,494.01	\$29,928.08
2027	\$2,618.71	\$31,424.48
2028	\$2,749.64	\$32,995.72
2029	\$2,887.13	\$34,645.52
2030	\$3,031.48	\$36,377.80
2031	\$3,183.06	\$38,196.68
2032	\$3,342.21	\$40,106.52
2033	\$3,509.32	\$42,111.84

**FOR THE FIRST TEN YEARS, RATES INCREASE ANNUALLY AT 4%
THEREAFTER RATES CONTINUE TO INCREASE ANNUALLY AT 5%**

4690 Olmstead

Site Name: Bradwell

Site ID #: IL7171

AMENDMENT NO. 1 TO WATER TOWER AND GROUND LEASE AGREEMENT FOR SPRINT PCS SITE

This Amendment No. 1 to Water Tower and Ground Lease Agreement for Sprint PCS Site ("Amendment"), effective as of the date last signed below ("Effective Date"), amends a certain Water Tower and Ground Lease Agreement For Sprint PCS Site between SprintCom, Inc., a Kansas corporation ("Tenant") and Village of Hoffman Estates, an Illinois municipal corporation ("Landlord"), dated March 30, 1998 (the "Agreement").

BACKGROUND

Tenant desires to allow its affiliate Clear Wireless LLC, a Nevada limited liability company to use some portion of the Site for the deployment of advanced wireless services.

Tenant and Landlord therefore desire to modify the provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which is acknowledged, Landlord and Tenant agree as follows:

- Modification to the Facilities.** Exhibit A of the Agreement is amended to include the revised Exhibit A-1, consisting of lease drawings labeled Site Plan and Elevation, a copy of which is attached and made a part hereof. Upon full execution of this Amendment, Tenant is permitted to do all work necessary to prepare, maintain and alter the Site to install, modify or otherwise relocate the Facilities, all as more fully described and contemplated in Exhibit A-1.
- Modification to Rent.** In consideration for the revisions contemplated by this Amendment, effective upon the first day of the month following the date the facilities are modified, the monthly microwave dish rent will be per the attached Exhibit D-1 (Monthly Microwave Rate Schedule), and will be in addition to the existing rate being paid for the communications antennas installed under the original 1998 agreement. As additional consideration, within forty five (45) business days after full execution of this Agreement, Lessee shall pay to Lessor a one time payment of a signing bonus in the amount of two thousand (\$2,000.00) dollars.
- Expiration or Termination of Sublease.** If Tenant's subtenant or subtenant (i) does not install, construct or add equipment to the Site, or (ii) installs equipment, but later removes the equipment, then upon written notice to Landlord, Tenant may terminate this Amendment. After terminating the Amendment, the terms and conditions of the Agreement as they existed immediately prior to the Effective Date of this Amendment shall be deemed ratified, and shall continue in full force and effect. Rent shall revert to the amount in effect immediately prior to the Effective Date of this Amendment, plus any rental increases, including annual escalators or rent increases due to other site modifications made by Tenant, which occurred during the period of time between the Effective Date of this Amendment and the termination date of this Amendment.
- Tenant's Notice Address.** Tenant's notice address is hereby deleted in its entirety and replaced with the following:

Sprint/Nextel Property Services
Mailstop KSOPHT0101-Z2650
6391 Tenant Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to:

Sprint/Nextel Law Department
Mailstop KSOPHT0101-Z2020
6391 Tenant Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney"

hs



5. General Terms and Conditions.

(a) All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

(b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

(c) This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

(d) Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

(e) The Landlord, by its execution of the Amendment, hereby consents to Tenant subleasing or sublicensing a portion of the Site to Clear Wireless LLC.

SIGNATURES ON FOLLOWING PAGE

A handwritten signature in black ink, appearing to be the initials 'HW' or similar, located in the bottom right corner of the page.

Site Name: Bradwell

Site ID #: IL7171

The parties have executed this Amendment as of the Effective Date.

Landlord:

Village of Hoffman Estates,
an Illinois municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Tenant:

SprintCom, Inc.,
a Kansas corporation

By: 

Name: Holly S. Castellanos

Title: Manager, Real Estate

Date: 7-14-10

Site Name: Bradwell

Site ID #: IL7171

Exhibit A-1

[See attached]

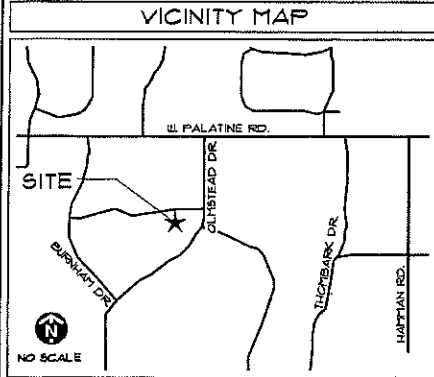
hxx

SHEET INDEX	
NO.	DESCRIPTION
T-1	TITLE SHEET
C-1	SITE PLAN
C-2	ENLARGED SITE PLAN
C-3	SHELTER/ANTENNA PLAN
C-4	SITE ELEVATION AND DETAILS
C-5	WATER TANK DETAILS
E-1	SINGLE LINE AND NOTES

DRIVING DIRECTIONS

DEPART FROM CLEARWIRE OFFICE:
9600 W. HIGGINS RD. ROSEMONT, IL 60018

TURN LEFT (WEST) ONTO SR-127 W HIGGINS RD. TURN RIGHT ONTO RAMP I-58. MERGE ONTO I-58/NORTHEAST TOLLWAY. TURN RIGHT ONTO RAMP ROSELLE RD. KEEP RIGHT TO STAY ON RAMP PALATINE. BEAR RIGHT (NORTH) ONTO (N) ROSELLE RD. TURN LEFT (WEST) ONTO (W) PALATINE RD. TURN LEFT (SOUTH) ONTO OLMSTEAD DR. ARRIVE AT SITE.



clear w'reless LLC®

a Nevada limited liability company, a Sprint affiliate

SITE NAME
HOFFMAN ESTATES 5

SITE NUMBER
IL-CHI5444

SITE ADDRESS
**4630 OLMSTEAD DRIVE
HOFFMAN ESTATES, IL 60135**

PROJECT TYPE
BACKHAUL PROJECT

PROJECT TEAM

<p>clear w'reless LLC® a Nevada limited liability company, a Sprint affiliate 9600 W. HIGGINS RD. SUITE 200 ROSEMONT, IL 60018 TEL (847) 292-9951 FAX (847) 292-9958</p> <p>APPLICANT</p>	<p>EVEREST GROUP THE EVEREST GROUP, LLC 1013 W. RIFE ST. WORTH, IL 60482 TEL: (708) 323-1563</p> <p>REAL ESTATE</p>	<p>FEC Fullerton Engineering Consultants 9600 W. BRYN MAWR AVE., SUITE 200 ROSEMONT, ILLINOIS 60018 TEL: 847-292-0200 FAX: 847-292-0205 DESIGN FIRM NO. 184-002438</p> <p>ENGINEER/STRUCTURAL</p>
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- HANDICAP ACCESS REQUIREMENTS ARE NOT REQUIRED
- FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
- FACILITY HAS NO PLUMBING OR REFRIGERANTS
- THIS FACILITY SHALL MEET OR EXCEED ALL FAA AND FCC REGULATORY REQUIREMENTS
- ALL WORK MUST CONFORM TO CLEARWIRE "CLEARWIRE CONSTRUCTION INSTALLATION GUIDE - WIMAX"

SCOPE OF WORK:

- NEW CLEARWIRE BACKHAUL DISH ANTENNAS INSTALLED ON EXISTING POD MOUNT ON TOP OF WATER TANK
- NEW CLEARWIRE BACKHAUL EQUIPMENT INSTALLED INSIDE EXISTING SHELTER

PROJECT SUMMARY

SITE NAME: HOFFMAN ESTATES 5
 SITE NO.: IL-CHI5444
 SPRINT HOST NO.: IL711
 SITE ADDRESS: 4630 OLMSTEAD DRIVE
 HOFFMAN ESTATES, IL 60135
 COUNTY: COOK
 LANDLORD ADDRESS: CITY OF HOFFMAN ESTATES

SITE COORDINATES (FROM CLEARVISION):
 LATITUDE: N 42.1291° (NAD 83)
 LONGITUDE: W 88.1136° (NAD 83)
 ZONING: -
 JURISDICTION: HOFFMAN ESTATES
 BUILDING CODE: INTERNATIONAL BUILDING CODE
 2003 EDITION
 ELECTRICAL CODE: NATIONAL ELECTRICAL CODE
 2005 EDITION

ENGINEER'S LICENSE

I CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE, 2003 EDITION

LICENSED ENGINEER - STATE OF ILLINOIS

DATE SIGNED: _____

EXPIRES: 11/30/2011 SIGNED: 10/22/09

APPROVALS

CLEARWIRE CONST.	DATE
CLEARWIRE RF	DATE
CLEARWIRE OPD	DATE
LANDLORD	DATE

DRAWING SCALED TO 11"x17"

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APPROVED BY:	JP
DATE	DESCRIPTION
03/24/09	90% REVIEW RA
05/25/09	FINAL 3G
10/22/09	FINAL REV. RO

SITE NAME
HOFFMAN ESTATES 5

SITE NO.
IL-CHI5444

SITE ADDRESS
**4630 OLMSTEAD DRIVE
HOFFMAN ESTATES, IL 60135**

SHEET NAME
TITLE SHEET

SHEET NUMBER
T-1

for

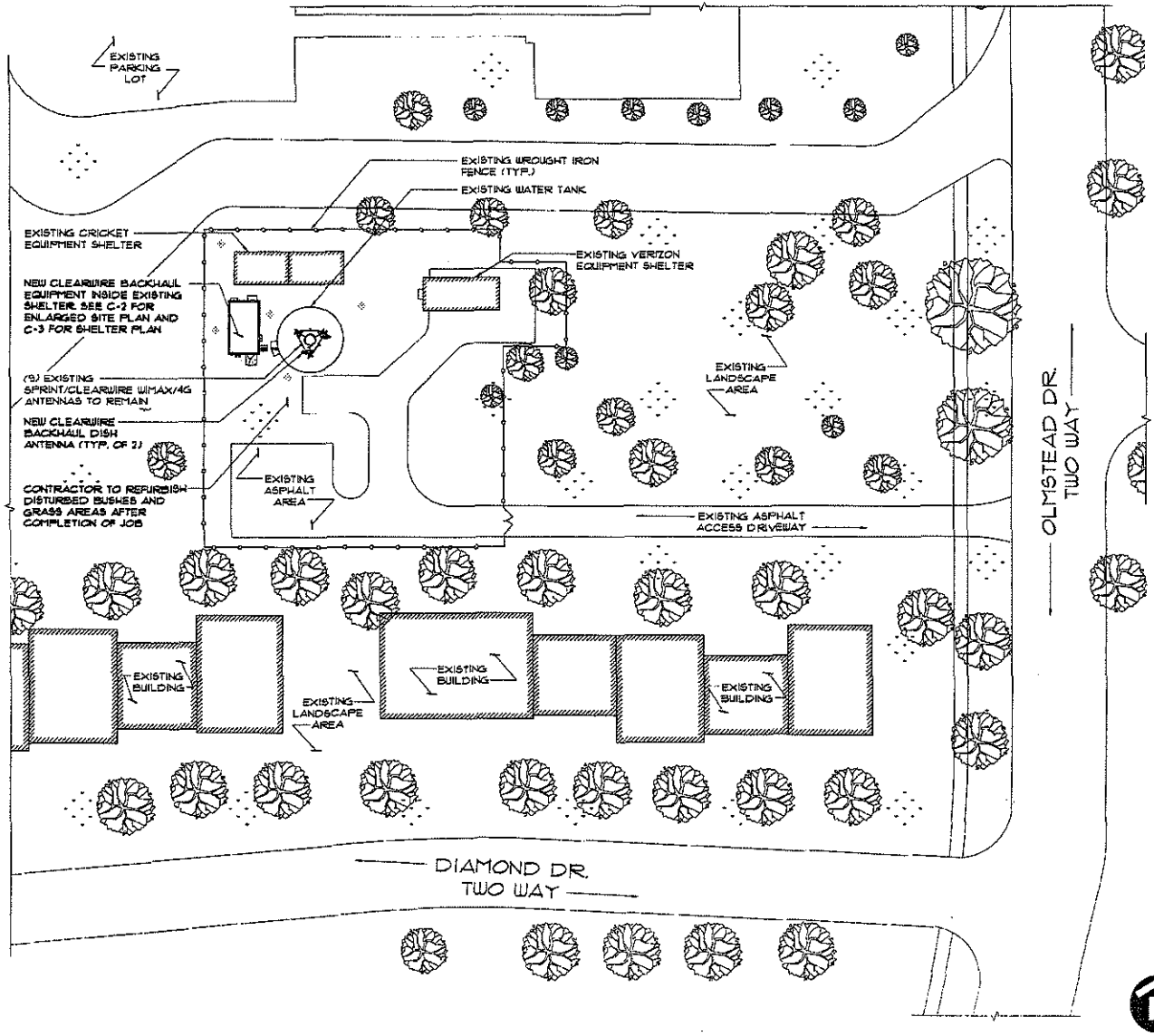
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ABBREVIATIONS

A/C	AIR CONDITIONER
AFF	ABOVE FINISHED FLOOR
AGL	ABOVE GRADE LEVEL
AMSL	ABOVE MEAN SEA LEVEL
APPROX	APPROXIMATE
AWS	AMERICAN WIRE GAUGE
BLDG	BUILDING
BTS	BASE TRANSMISSION STATION
CAB	CABINET
COL	COLUMN
CONC	CONCRETE
CND	CONDUIT
DAP	DIVERSE ACCESS POINT
DWG	DRAWING
FT	FOOT (FEET)
ESB	EQUIPMENT GROUND BAR
ELEC	ELECTRICAL
ELEV	ELEVATION
EMT	ELECTRICAL METALLIC TUBING
EQUIP	EQUIPMENT
EX	EXISTING
FND	FOUNDATION
GALV	GALVANIZED
GND	GROUND
GPS	GLOBAL POSITIONING SYSTEM
IN	INCHES
LB (L)	POUND(S)
MAX	MAXIMUM
MFR	MANUFACTURER
MGB	MASTER GROUND BAR
MIN	MINIMUM
(N)	NEW
NEC	NATIONAL ELECTRICAL CODE
NOM	NOMINAL
NTS	NOT TO SCALE
OE/OT	OVERHEAD ELECTRIC/TELECO
POS	POSITION
RGS	RIGID GALVANIZED STEEL
SF	SQUARE FOOT
STL	STEEL
T/B	TOP & BOTTOM
T/	TOP
TBD	TO BE DETERMINED
TYP	TYPICAL
UE/AT	UNDERGROUND ELECTRIC/TELECO
UNO	UNLESS NOTED OTHERWISE
VIF	VERIFY IN FIELD
W/	WITH
XPR	TRANSFORMER

SYMBOLS

—+—	CENTERLINE
▭	PLATE
⊙	REVISION
⊕	WORK POINT
⊖	UTILITY POLE
▨	BRICK
▩	COMPRESSED STONE
▧	CONCRETE
▦	EARTH
▤	GRAVEL
▥	MASONRY
▣	STEEL
—+—	CENTERLINE
- - - - -	PROPERTY LINE
- · - · -	LEASE LINE
- · - · -	EASEMENT LINE
- X - X -	CHAIN LINK FENCE
- □ - □ -	WOOD FENCE
- UE -	BELOW GRADE ELECTRIC
- UT -	BELOW GRADE TELEPHONE
- OE/OT -	OVERHEAD ELECTRIC/TELEPHONE
⊕ ⊖	SECTION REFERENCE



SITE PLAN

SCALE: 1" = 40'-0" |

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APPROVED BY:	MB		
#	DATE	DESCRIPTION	INT.
1	01/24/09	90% REVIEW	RA
2	05/29/09	FINAL	SG
3	10/22/09	FINAL REV.	RC



SITE NAME
HOFFMAN ESTATES 5

SITE NO.
IL-CHIB444

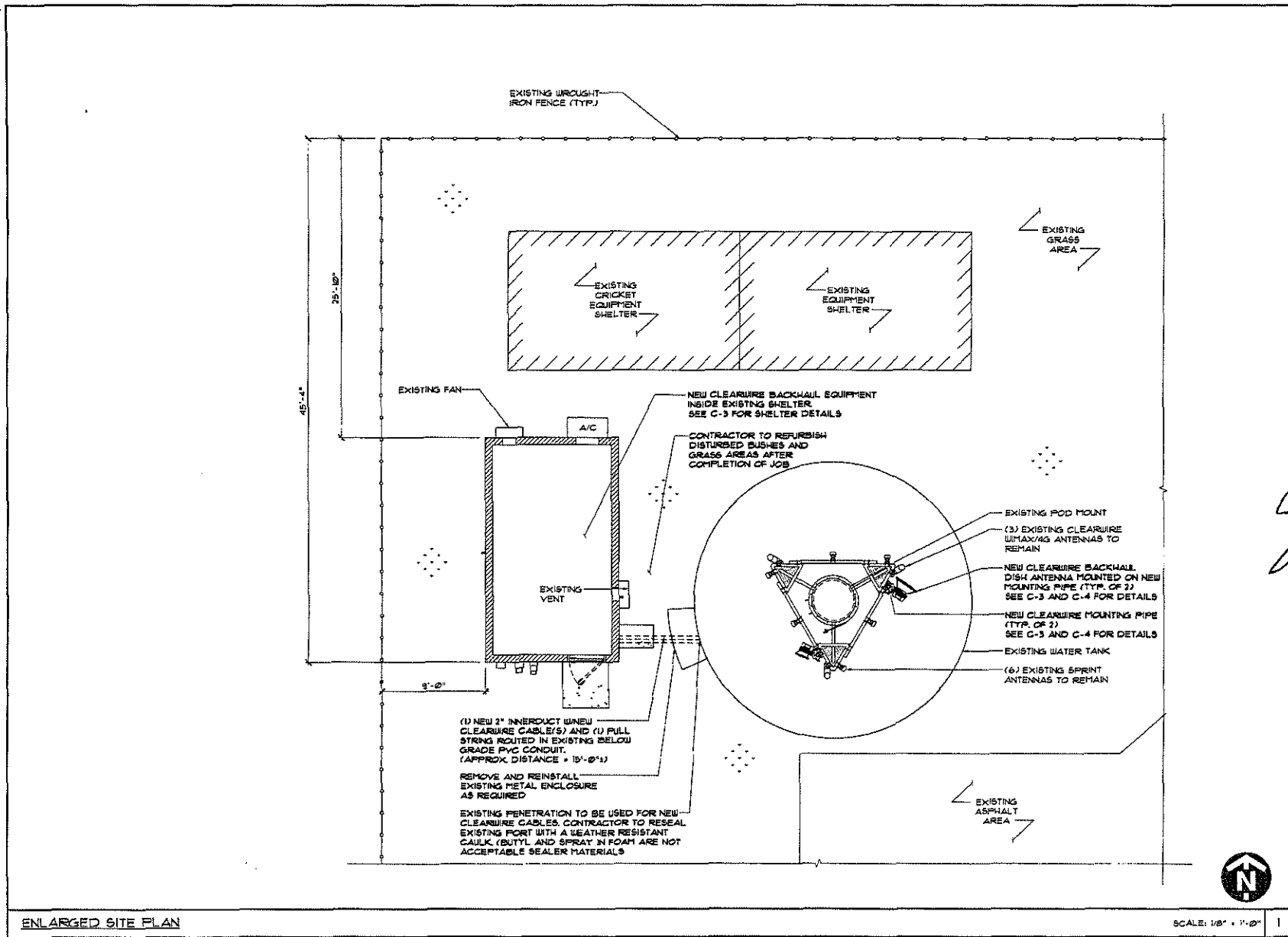
SITE ADDRESS
**4690 OLMSTEAD DRIVE
 HOFFMAN ESTATES, IL 60195**

SHEET NAME
SITE PLAN

SHEET NUMBER
C-1

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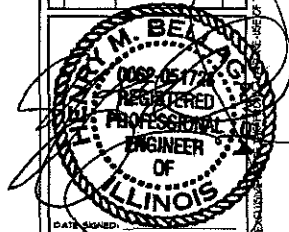
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DATE	DESCRIPTION	INT.
03/24/09	50% REVIEW	RA
05/29/09	FINAL	SG
10/07/09	FINAL REV.	RO



SITE NAME
HOFFMAN ESTATES 5

SITE NO.
IL-CH15444

SITE ADDRESS
 4650 OLMPSTEAD DRIVE
 HOFFMAN ESTATES, IL 60185

SHEET NAME
ENLARGED SITE PLAN

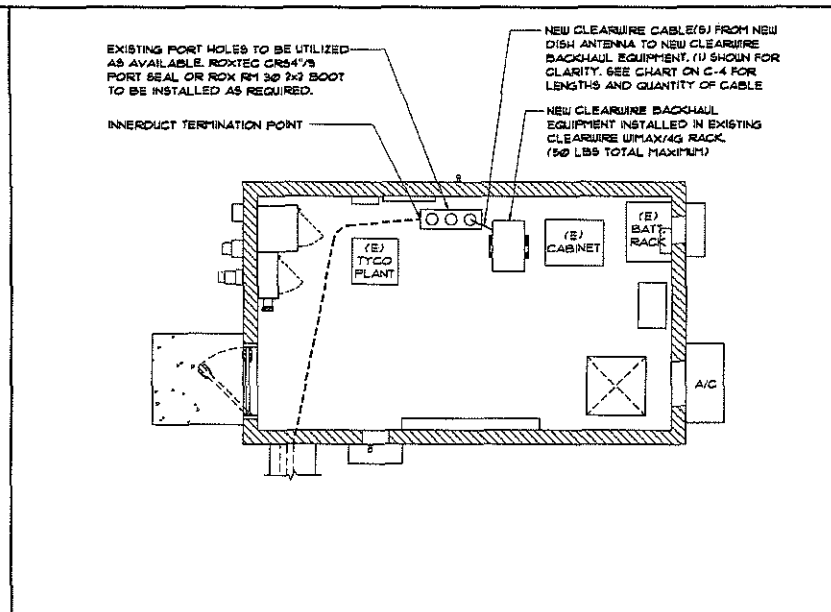
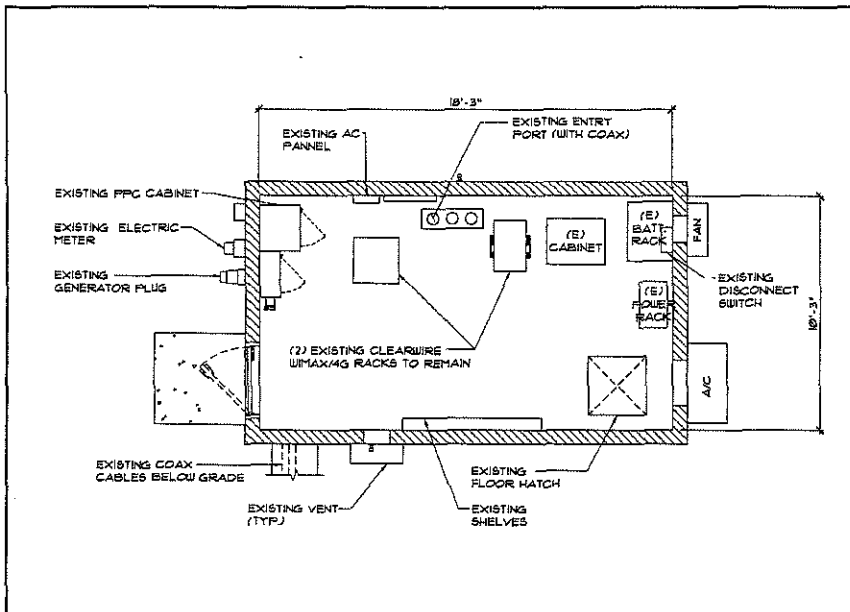
SHEET NUMBER
C-2

ENLARGED SITE PLAN

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

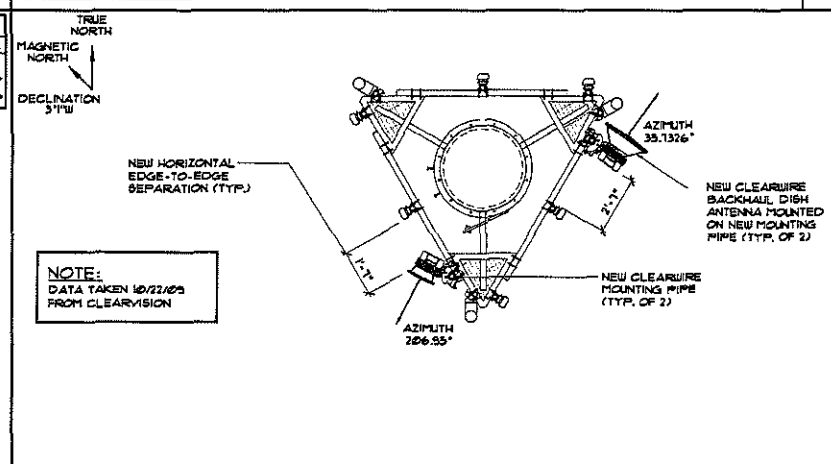
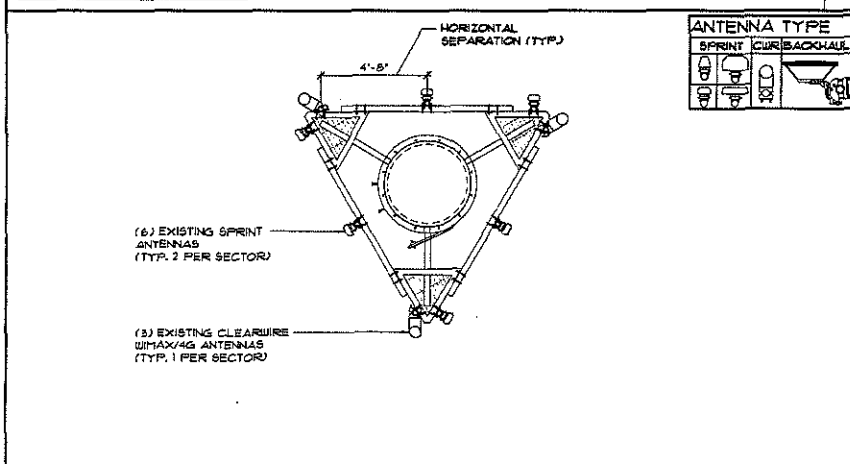
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EXISTING SHELTER PLAN SCALE: 3/16" = 1'-0" 1

NEW SHELTER PLAN SCALE: 3/16" = 1'-0" 2



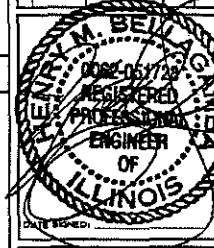
EXISTING ANTENNA CONFIGURATION/BACKHAUL SCHEDULE SCALE: 3/16" = 1'-0" 3

NEW ANTENNA CONFIGURATION/BACKHAUL SCHEDULE SCALE: 3/16" = 1'-0" 4

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	05/29/09	FINAL	SC
	10/22/09	FINAL REV.	RO



SITE NAME
HOFFMAN ESTATES 5

SITE NO.
IL-CHI5444

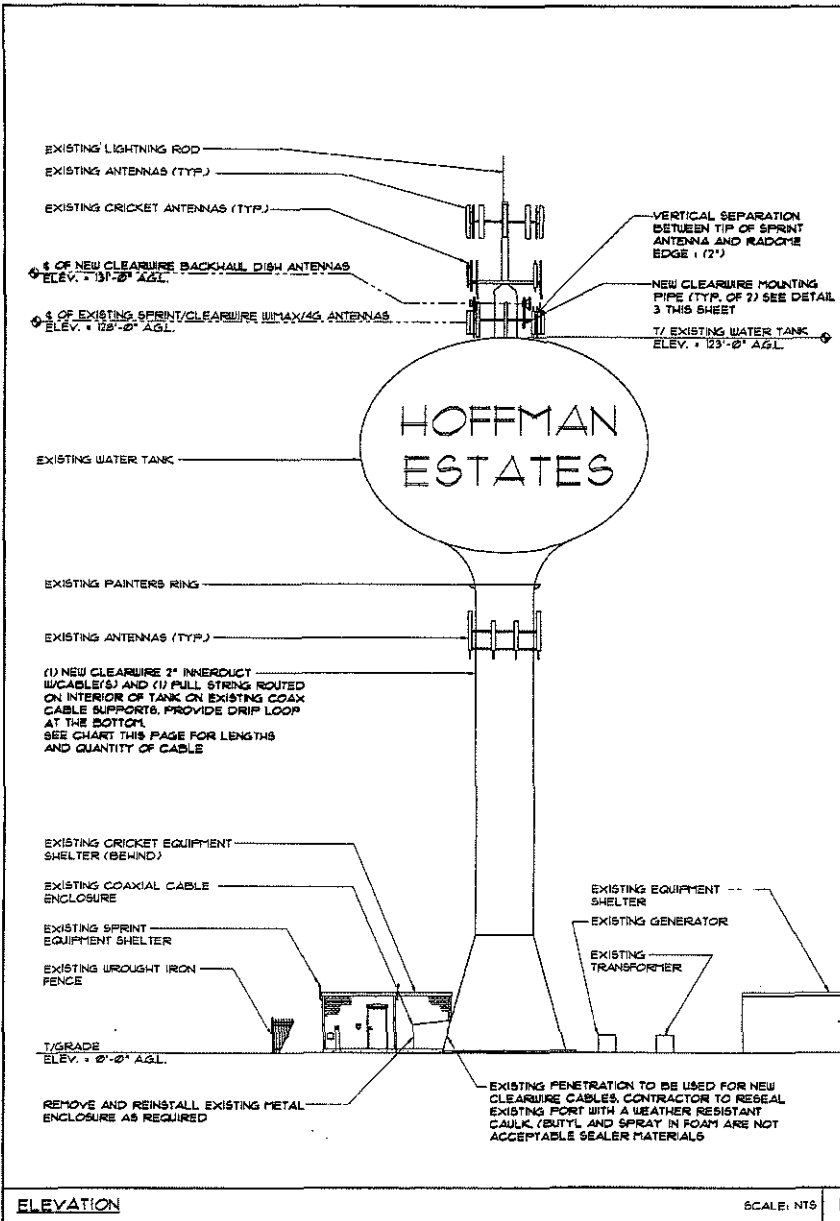
SITE ADDRESS
 4690 OLMSTEAD DRIVE
 HOFFMAN ESTATES, IL 60133

SHEET NAME
**SHELTER/
 ANTENNA
 PLAN**

SHEET NUMBER
C-3

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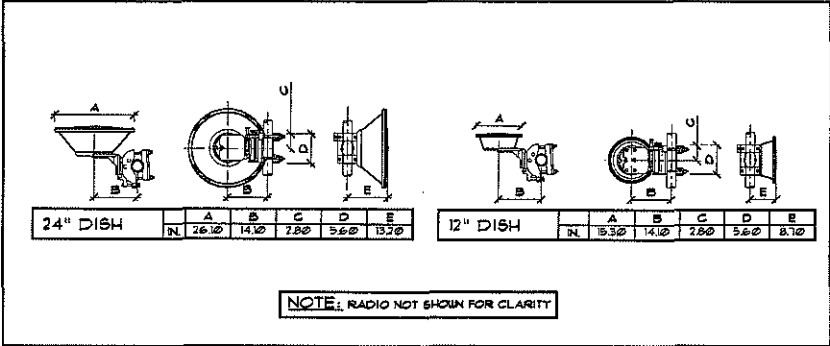


- ANTENNA NOTES:**
1. THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNA SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS.
 2. CONTRACTOR SHALL VERIFY HEIGHT OF ANTENNA WITH CLEARWIRE REPRESENTATIVE.
 3. ALL ANTENNA AZIMUTH TO BE FROM TRUE NORTH.

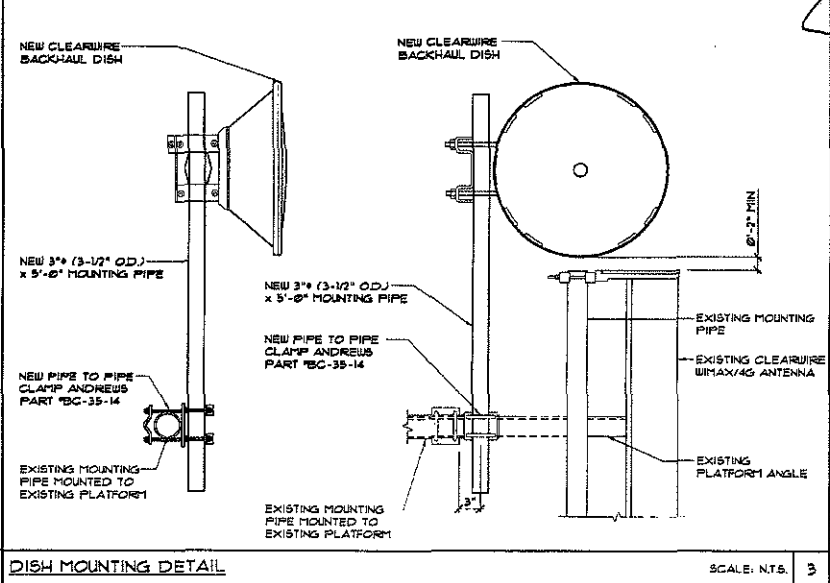
- STRUCTURAL NOTES:**
1. STRUCTURAL CALCULATION PREPARED BY FULLERTON ENGINEERING CONSULTANTS, REVIEWED BY BOUTECH ENGINEERING. CONTRACTOR TO COORDINATE WITH CLEARWIRE REPRESENTATIVE TO OBTAIN A COPY.
 2. CONTRACTOR TO REFER TO TOWER STRUCTURAL CALCULATIONS FOR ADDITIONAL LOADS. NO ERECTION OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.

BACKHAUL CABLE SCHEDULE

ANTENNA TYPE	AZIMUTH	QTY.	ESTIMATED LENGTH	RADIO MODEL	TYPE	SIZE
DISH	35.1326°	1	1 x 180' = 180 FT.	AIRPAIR HP	5PXB00	1/2"
DISH	206.9312°	1	1 x 180' = 180 FT.	AIRPAIR HP	5PXB00	1/2"
TOTAL:			360 FT.	OF	5PXB00	1/2"



BACKHAUL ANTENNA DETAIL SCALE: N.T.S. 2



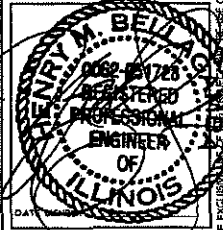
DISH MOUNTING DETAIL SCALE: N.T.S. 3

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1	03/24/09	90% REVIEW	RA
2	05/25/09	FINAL	RS
3	10/27/09	FINAL REV.	RS



SITE NAME
HOFFMAN ESTATES 5

SITE NO.
IL-CHI5444

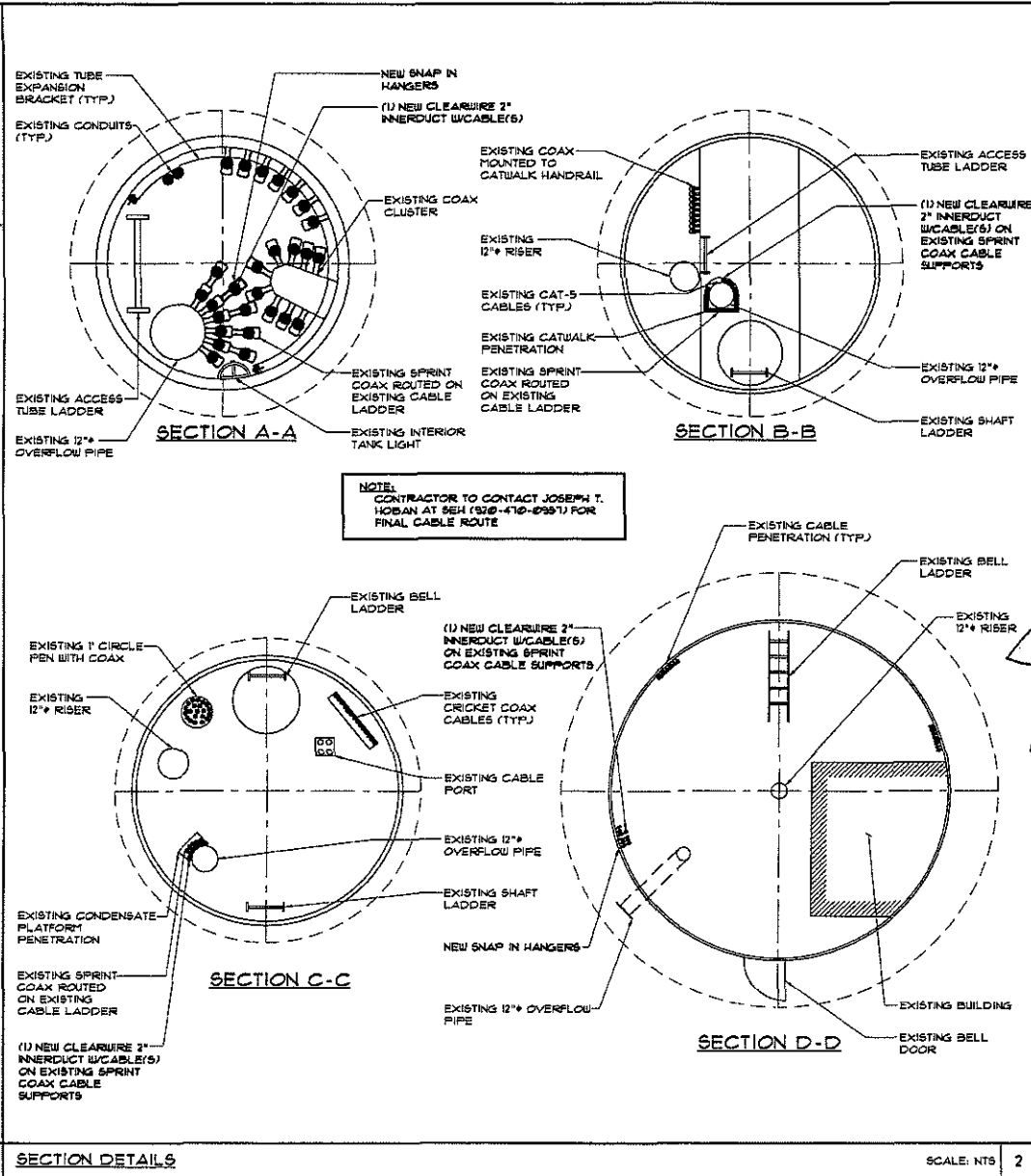
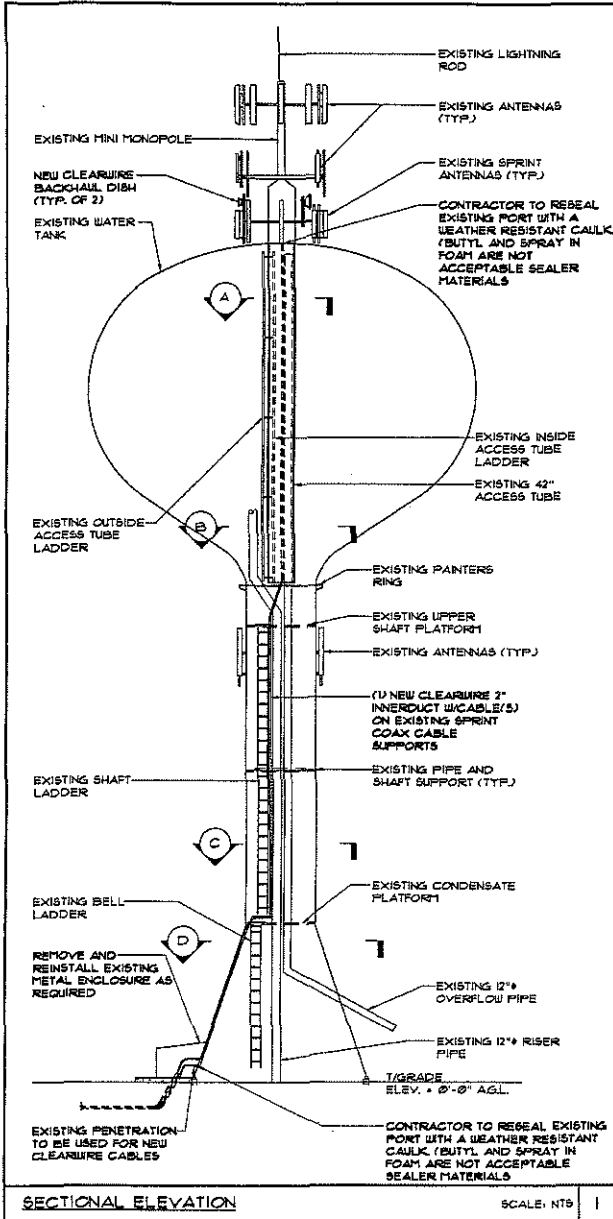
SITE ADDRESS
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 HOFFMAN ESTATES, IL 60135**

SHEET NAME
SITE ELEVATION AND DETAILS

SHEET NUMBER
C-4

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	07/14/09	FINAL REV.	RO

DATE: 06/22/09

ENRICH M. BELL
REGISTERED PROFESSIONAL ENGINEER
OF ILLINOIS

SITE NAME: **HOFFMAN ESTATES 5**

SITE NO.: **IL-CH15444**

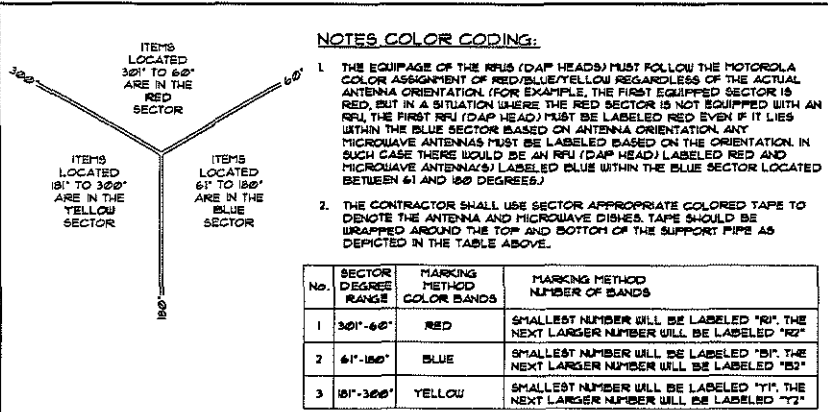
SITE ADDRESS: **4490 CLIMSTEAD DRIVE
HOFFMAN ESTATES, IL 60135**

SHEET NAME: **WATER TANK DETAILS**

SHEET NUMBER: **C-5**

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hob



NOTES COLOR CODING:

- THE EQUIPAGE OF THE RRUS (DAP HEADS) MUST FOLLOW THE MOTOROLA COLOR ASSIGNMENT OF RED/BLUE/YELLOW UNLESS OF THE ACTUAL ANTENNA ORIENTATION. (FOR EXAMPLE, THE FIRST EQUIPPED SECTOR IS RED, BUT IN A SITUATION WHERE THE RED SECTOR IS NOT EQUIPPED WITH AN RRU, THE FIRST RRU (DAP HEAD) MUST BE LABELED RED EVEN IF IT LIES WITHIN THE BLUE SECTOR BASED ON ANTENNA ORIENTATION. ANY MICROWAVE ANTENNAS MUST BE LABELED BASED ON THE ORIENTATION. IN SUCH CASE THERE WOULD BE AN RRU (DAP HEAD) LABELED RED AND MICROWAVE ANTENNA(S) LABELED BLUE WITHIN THE BLUE SECTOR LOCATED BETWEEN 61 AND 180 DEGREES.)
- THE CONTRACTOR SHALL USE SECTOR APPROPRIATE COLORED TAPE TO DENOTE THE ANTENNA AND MICROWAVE DISHES. TAPE SHOULD BE WRAPPED AROUND THE TOP AND BOTTOM OF THE SUPPORT PIPE AS DEPICTED IN THE TABLE ABOVE.

No.	SECTOR DEGREE RANGE	MARKING METHOD COLOR BANDS	MARKING METHOD NUMBER OF BANDS
1	301°-60°	RED	SMALLEST NUMBER WILL BE LABELED "R1", THE NEXT LARGER NUMBER WILL BE LABELED "R2"
2	61°-180°	BLUE	SMALLEST NUMBER WILL BE LABELED "B1", THE NEXT LARGER NUMBER WILL BE LABELED "B2"
3	181°-300°	YELLOW	SMALLEST NUMBER WILL BE LABELED "Y1", THE NEXT LARGER NUMBER WILL BE LABELED "Y2"

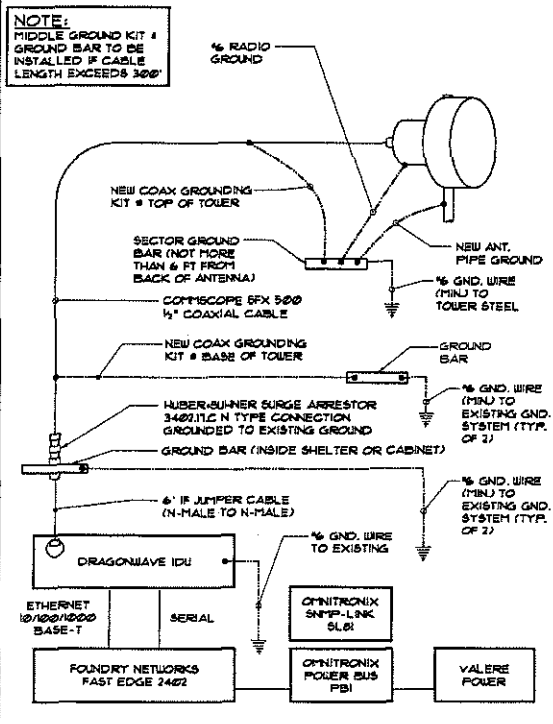
- ANTENNA INSTALLATION SHALL BE CONDUCTED BY FIELD CREWS EXPERIENCED IN THE ASSEMBLY AND ERECTION OF RADIO ANTENNAS, TRANSMISSION LINES, AND SUPPORT STRUCTURES.
- CONTRACTOR COMPANIES AND THEIR EMPLOYEES SHALL OBSERVE AND PRACTICE ALL OSHA SAFETY GUIDELINES WHILE PERFORMING SERVICES FOR CLEARWIRE.
- CONTRACTOR SHALL PERFORM A SAFETY INSPECTION PRIOR TO COMMENCING ALL WORK ACTIVITIES AT A CLEARWIRE, LEASED OR OWNED SITE. CLEARWIRE SHOULD BE IMMEDIATELY NOTIFIED OF SAFETY HAZARDS FOUND DURING THE INSPECTION THAT COULD CAUSE DAMAGE TO PROPERTY. ALL WORK SHALL BE HALTED UNTIL SUCH TIME THE REPORTED SAFETY HAZARD IS CORRECTED. THE SAFETY HAZARD, IF POSSIBLE, SHOULD BE CORRECTED BY THE CONTRACTOR WHILE ON SITE. AFTER THE CONTRACTOR HAS NOTIFIED CLEARWIRE TO PERFORM THE CORRECTION.

DISH COLOR CODING NOTES

SCALE: N.T.S. |

ANTENNA INSTALLATION NOTES

SCALE: N.T.S. | 2



AIRPAIR SINGLE LINE DIAGRAM SCALE: N.T.S. | 3

- PAINING NOTES:**
- SURFACE PREPARATION (EXTERIOR AND DRY INTERIOR)**
- CLEAN NEW STEEL AND ALL DETERIORATED, DAMAGED, OR CORRODED EXISTING SURFACES IN ACCORDANCE WITH SSPC-SP3 "POWER TOOL CLEANING" CONDITION PRIOR TO APPLICATION OF PRIME COAT.
 - FEATHER EXISTING BARE STEEL IN TO EXISTING COATING.
 - THE EXISTING COATING ON THE TANK IS PRESUMED TO BE LEAD BEARING. MINIMIZE DISTURBANCE OF THIS PAINT.
- COATING (EXTERIOR)**
- THE EXTERIOR PAINT REPAIR SYSTEM WILL BE ONE PRIME COAT OF INMEC SERIES 66, ONE INTERMEDIATE COAT OF INMEC SERIES 66, AND ONE TOP COAT OF INMEC SERIES 1074. THE THREE-COAT SYSTEM WILL BE APPLIED AT 3.0-4.0 MILS PER COAT, TO A TOTAL THICKNESS OF 9.0-12.0 MILS.
 - FINAL COLOR NEEDS TO BE APPROPRIATE TO MATCH TO THE ALUMINUM TOP COAT.
- COATING (DRY INTERIOR)**
- THE DRY INTERIOR PAINT REPAIR SYSTEM WILL BE ONE PRIME COAT OF INMEC SERIES 66 AND ONE INTERMEDIATE COAT OF INMEC SERIES 66. THE TWO-COAT SYSTEM WILL BE APPLIED AT 4.0-6.0 MILS PER COAT, TO A TOTAL THICKNESS OF 8.0-12.0 MILS.
 - FINAL COLOR NEEDS TO BE APPROPRIATE MATCH TO THE EXISTING TOP COAT.
- NOTES:**
- FOLLOW ALL PAINT MANUFACTURERS' RECOMMENDATIONS AND REQUIREMENTS WHEN USING THEIR PRODUCTS.
 - COORDINATE PAINTING SCHEDULE WITH TOWER OWNER

PAINT NOTES SCALE: N.T.S. | 4

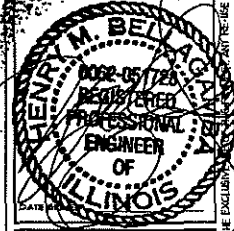
- ALL BASE TRANSCIVER SITE EQUIPMENT SHALL BE GROUNDED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC), LIGHTNING PROTECTION CODE (NFPA 700) AND CLEARWIRE STANDARDS.
- THE ELECTRICAL SERVICE TO THE SITE SHALL BE GROUNDED AT THE SERVICE DISCONNECT MEANS AS REQUIRED IN ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE AND IN ACCORDANCE WITH ANY LOCAL CODE.
- ALL UNDERGROUND (BELOW GRADE) GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC PROCESS (MECHANICAL LUG ATTACHMENTS BELOW GRADE ARE NOT ACCEPTABLE). CONNECTIONS SHALL INCLUDE ALL CABLE TO CABLE SPLICES (TESS, X, ETC.), ALL CABLE CONNECTIONS TO GROUND RODS, GROUND ROD SPLICES, AND LIGHTNING PROTECTION SYSTEM AS INDICATED. ALL MATERIALS USED (MOLDS, WELDING METAL, TOOLS, ETC.) SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATION AND PROCEDURES.
- ALL GROUNDING AND BONDING CONDUCTORS THAT ARE CONNECTED ABOVE GRADE OR INTERIOR TO A BUILDING SHALL BE CONNECTED USING TWO HOLE CRIMP TYPE (COMPRESSION) CONNECTIONS FOR 2 AND 1/4 ALL INSULATED COPPER CONDUCTOR.
- ALL GROUNDING CONNECTIONS, INTERIOR AND EXTERIOR MADE THROUGHOUT THIS DOCUMENT SHALL BE MADE USING AN ANTI-OXIDATION COMPOUND. THE ANTI-OXIDATION COMPOUND SHALL BE THOMAS AND BETTS KOPR-SHIELD (TM OF JET LUBE INC.) OR APPROVED EQUAL. COAT ALL WIRES BEFORE CONNECTING.
- ALL CONNECTIONS SHALL BE MADE TO BARE METAL. ALL PAINTED SURFACES SHALL BE FIELD INSPECTED AND MODIFIED TO ENSURE PROPER CONTACT. PRIOR TO EXOTHERMICALLY CONNECTING, GALVANIZING SHALL BE REMOVED BY GRINDING SURFACE TO BARE METAL. "SLAG" FROM EXOTHERMIC CONNECTION MUST BE REMOVED AND SHALL BE SPRAYED WITH COLD GALVANIZE AFTER COMPLETION.
- FERROUS METAL CLIPS WHICH COMPLETELY SURROUND THE GROUNDING CONDUCTOR SHALL NOT BE USED. CLIPS OF THE FOLLOWING MATERIALS AND TYPES MAY BE USED TO SUPPORT GROUNDING CONDUCTORS.
 - PLASTIC CLIPS
 - STAINLESS STEEL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTOR.
 - FERROUS METAL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTOR.
- ALL HARDWARE (BOLTS, NUTS, WASHERS AND LOCK WASHERS SHALL BE 1/8" STAINLESS STEEL. EVERY CONNECTION SHALL BE BOLT-FLAT WASHER-BUSS-LUG-FLAT WASHER-LOCK WASHER-NUT IN THAT EXACT ORDER, WITH NUT FACING OUTWARD. BACK-TO-BACK LUGGING, BOLT-FLAT WASHER-LUG-FLAT WASHER-LUG-BUSS-LUG-FLAT WASHER-LOCK WASHER-NUT, IN THAT EXACT ORDER IS ACCEPTED WHERE NECESSARY TO CONNECT MANY LUGS TO A BUSS BAR. STACKING OF LUGS, BUSS-LUG-LUG, IS NOT ACCEPTABLE.

GROUNDING NOTES SCALE: N.T.S. | 5

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FEED
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 9600 W. BRYN MAWR AVE. SUITE 200
 ROSEMONT, ILLINOIS 60018
 TEL: 847-292-0200
 FAX: 847-292-0205
 DESIGN FIRM NO. 104-002498

CHECKED BY:	JJP		
APPROVED BY:	MIB		
#	DATE	DESCRIPTION	INT.
	03/24/09	90% REVIEW	RA
	05/29/09	FINAL	SG
	06/22/09	FINAL REV.	RO



SITE NAME
HOFFMAN ESTATES 5

SITE NO.
IL-CH15444

SITE ADDRESS
4690 OLIMPIAST DRIVE
HOFFMAN ESTATES, IL 60143

SHEET NAME
SINGLE LINE AND NOTES

SHEET NUMBER
E-1

THIS DRAWING IS THE PROPERTY OF FULLERTON ENGINEERING CONSULTANTS, INC. IT IS FOR THE EXCLUSIVE USE OF THE CLIENT. ANY REUSE OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF FULLERTON ENGINEERING CONSULTANTS, INC. IS PROHIBITED.

Exhibit D-1

Monthly Microwave Rate Schedule

ONE-THIRD PARTIAL RATE SCHEDULE FOR ACCESSORY ANTENNAS

<u>YEAR</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
2010	\$1,233.44	\$14,801.28
2011	\$1,282.78	\$15,393.32
2012	\$1,334.09	\$16,009.04
2013	\$1,387.45	\$16,649.40
2014	\$1,442.95	\$17,315.36
2015	\$1,500.66	\$18,007.96
2016	\$1,560.69	\$18,728.28
2017	\$1,623.12	\$19,477.40
2018	\$1,688.04	\$20,256.48
2019	\$1,772.44	\$21,269.32
2020	\$1,861.07	\$22,332.80
2021	\$1,954.12	\$23,449.44
2022	\$2,051.83	\$24,621.92
2023	\$2,154.42	\$25,853.00
2024	\$2,262.14	\$27,145.64
2025	\$2,375.24	\$28,502.92
2026	\$2,494.01	\$29,928.08
2027	\$2,618.71	\$31,424.48
2028	\$2,749.64	\$32,995.72
2029	\$2,887.13	\$34,645.52
2030	\$3,031.48	\$36,377.80
2031	\$3,183.06	\$38,196.68
2032	\$3,342.21	\$40,106.52
2033	\$3,509.32	\$42,111.84

**FOR THE FIRST TEN YEARS, RATES INCREASE ANNUALLY AT 4%
THEREAFTER RATES CONTINUE TO INCREASE ANNUALLY AT 5%**

3990 Huntington

Site Name: Hoffman Estates

Site ID #: IL3759

AMENDMENT NO. 2 TO THE COMMUNICATIONS SITE LEASE AGREEMENT (WATER TOWER)

This Amendment No. 2 to Communications Site Lease Agreement ("Amendment"), effective as of the date last signed below ("Effective Date"), amends a certain Communications Site Lease Agreement between Nextel West Corp., a Delaware Corporation ("Lessee") and the VILLAGE OF HOFFMAN ESTATES, an Illinois municipal corporation ("Lessor"), dated June 24, 1997 (the "Agreement").

BACKGROUND

Lessee desires to allow its affiliate Clear Wireless LLC, a Nevada limited liability company to use some portion of the Premises for the deployment of advanced wireless services by installing up to three (3) microwave dishes

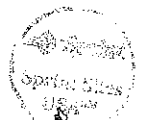
Lessee and Lessor therefore desire to modify the provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which is acknowledged, Lessor and Lessee agree as follows:

- Modification to the Facilities.** Exhibit A of the Agreement is amended to include the revised Exhibit A-1, consisting of lease drawings labeled Site Plan and Elevation, a copy of which is attached and made a part hereof. Upon full execution of this Amendment, Lessee is permitted to do all work necessary to prepare, maintain and alter the Premises to install, modify or otherwise relocate the Facilities, all as more fully described and contemplated in Exhibit A-1.
- Modification to Rent.** In consideration for the revisions contemplated by this Amendment, effective upon the first day of the month following the date the facilities are modified, the monthly microwave dish rent will be per the attached Exhibit D-1 (Monthly Microwave Rate Schedule), and will be in addition to the existing rate being paid for the communications antennas installed under the original 1997 agreement. As additional consideration, within forty five (45) business days after full execution of this Agreement, Lessee shall pay to Lessor a one time payment of a signing bonus in the amount of two thousand (\$2,000.00) dollars.
- Expiration or Termination of Sublease.** If Tenant's sublessee or sublessee (i) does not install, construct or add equipment to the Premises, or (ii) installs equipment, but later removes the equipment, then upon written notice to Lessor, Tenant may terminate this Amendment. After terminating the Amendment, the terms and conditions of the Agreement as they existed immediately prior to the Effective Date of this Amendment shall be deemed ratified, and shall continue in full force and effect. Rent shall revert to the amount in effect immediately prior to the Effective Date of this Amendment, plus any rental increases, including annual escalators or rent increases due to other site modifications made by Tenant, which occurred during the period of time between the Effective Date of this Amendment and the termination date of this Amendment.

JA



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

**SUBMITTED TO PLANNING, BUILDING & ZONING COMMITTEE
JULY 2010**

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

PLAN COMMISSION

JUNE 16, 2010 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
Americare Nursing School (former Sears helipad site)	Site plan for office building	Approved
Underground Autosports, Golf Center Shopping Center	Site plan for tenant build-out	Approved

JULY 7, 2010 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
Southeast corner of Hassell and Barrington Roads	Site plan for gas station/retail buildings	Approved

JULY 21, 2010 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
St. Alexius Medical Center, 1555 Barrington Road	Preliminary and final site plan for an extension to the west parking deck	Approved
Southeast corner of Golf and Roselle Roads	Preliminary and final site plan at 5 E. Golf Road and a site plan amendment for a portion at 35 E. Golf Road	Approved

Upcoming Meeting: August 4, 2010

No petitioners scheduled

Upcoming Meeting: August 18, 2010

NSK (Huntington 90 property at Central and Huntington)

Upcoming Petitioners and Related Activities

St. Alexius Medical Center Campus, 1555 North Barrington Road - Plat of resubdivision, permanent parking deck and building addition on east side

Beverly Properties, southwest corner of Beverly and Higgins Road - Site plan for apartments

Shree Jalaram Mandir Expansion, 425 Illinois Boulevard - Site plan for parking and building expansion.

Alliance Church, 665 Grand Canyon Parkway - Site plan for building and parking lot expansion

Huntington 90, Central Road and Huntington Boulevard - Site plan for new building

Bright Hope, northwest Corner Hassell and Stonington - Site plan amendment for site improvements

Beacon Point Phase II - Annexation Agreement amendment and site plan for residential/commercial development

Maranatha Church, southwest corner of Berner and Shoe Factory Roads - Annexation and site plan for new church

Knanaya Catholic Church - West side of Rohrsen Road, south of Shoe Factory Road- Annexation & site plan for church

Prairie Stone Parcel 16 - Site plan for hotel and restaurant

Police Department - Rezoning, plat of consolidation

ZONING BOARD OF APPEALS**JUNE 22, 2010 - MEETING SUMMARY**

APPLICANT ADDRESS	REQUEST	RESULT
701-725 W. Golf Road (India House Plaza)	Master Sign Plan	Approved
Underground Autosports, Inc., 19 Golf Center	Special use for custom car repair and parts installation facility	Approved
Prairie Point (Prairie Stone Parcel 23)	Master Sign Plan	Continued to July 20
675-695 West Golf Road	Master Sign Plan (<i>cont'd from 6/8/10</i>)	Approved

JULY 6, 2010 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
Meeting canceled		

JULY 20, 2010 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
Prairie Point (Prairie Stone Parcel 23)	Master Sign Plan (<i>cont'd from 6/22/10</i>)	Approved
Resident, 820 Clarendon Street	Variation for garage addition	Approved
Clearwire/Sears, 3333 Beverly Road	Special use and height variation for communication antennas	Approved
Clearwire/Hoffman Estates High School, 1100 W. Higgins Road	Special use and variation for communication antennas	Approved
Southeast corner of Barrington and Hassell Roads	Special use for service station with car wash, variation for building setback, and master sign plan	Approved MSP Continued to August 17

Upcoming Meeting: August 17, 2010

No petitioners scheduled yet

Upcoming Petitioners:

Shree Jalaram Temple, 425 Illinois Boulevard - Special use for church building and parking expansion
 T-Mobile & Hoffman Estates Park District, 3600 Lexington - Special use and variation for cellular antenna tower
 St. Alexius Medical Center - Special use for hospital building and parking expansion
 Fanuc – Variation for Sign

GENERAL ACTIVITIES

General Planning Efforts – Inquiries and discussions regarding new developments have generally increased during the past several weeks. Staff continues to meet with developers to discuss various sites that may be the subject of development or redevelopment. Planning staff continues to work with other departments on compiling final punch list inspections for subdivision acceptance of Beacon Pointe, Devonshire Woods, Yorkshire Woods and Beacon Pointe Drive.

Planning staff continues to update the economic development portion of the Village website. Visit www.hoffmanestates.org/ed. This site should provide useful information for potential and existing businesses.

Training – Peter Gugliotta and Brian Portz attended a seminar by APA-CMS on *Overcoming (Re-)Development Obstacles in the Current Economy*. Brian Portz participated in a land use law webinar.

Poplar Creek at 59/90 Entertainment District - Staff continues to work with the Economic Development Director on marketing and branding for the Prairie Stone Entertainment District, including promoting the use of the 59/90 logo by businesses within the District. Coordination is being done with businesses, including Cabela's and McShane, regarding signage needs and how they will fit with the Village efforts. Staff is continues to work on 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. Staff is also working with the marketing staff at the Sears Centre Arena to coordinate efforts.

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 has prepared a draft of the next Annual Action Plan. The completed Action Plan draft was submitted for public review, beginning June 14th will be reviewed at the Planning, Building, and Zoning Committee on July 26th. There were no comments on the plan, and no appearances at the public hearing. Staff is planning a schedule for developing the next five-year Consolidated Plan, which will be due in August 2011.

Single-Family Housing Rehabilitation - North West Housing Partnership (NWHP), acting as the Village's subrecipient, is currently working with several homeowners on the loan and construction application process for single family home rehabilitation projects. Eight homes have been completed in Program Year 4 and several homes are proceeding through the application and construction process.

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.

The mail participation time period for the census has passed. The Village ended up with a 79% participation rate overall, which is higher than both the national (72%) and state (75%) participation rates.

From May 1 through July, census workers will be visiting homes of residents who did not return their forms. The Village continues to assist the census bureau by providing meeting rooms for the field crew leaders who oversee the door to door portion of the census.

For the door to door portion of the census, the census bureau provides the census taker with a binder containing all of the addresses that didn't send back a filled out census form. The census taker then visits all of those addresses and records the answers to the questions on the form. If no one answers at a particular residence, a census taker will visit a home up to three times and attempt to reach the household by phone three times. The census worker will leave a double-sided (English and Spanish) NOTICE of VISIT in the doorway that includes a phone number for the resident to schedule an appointment.

Staff will continue to work with the U. S. Census Bureau to promote the importance of Village residents participating in the 2010 U. S. Census. The Census data is used to determine the distribution of certain federal funds and affects the distribution of congressional seats.

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 Emergency Management Agency received notice that \$70,000 will be awarded to the Village through the Emergency Operations Center Technology Grant. This funding will pay for communications, video equipment and other technology in the new EOC at 411 W. Higgins Road. In late May, the Village Hall exterior sign (facing I-90) was retrofit with LED lighting. The Village received reimbursement of \$4,211 (total project cost was \$4,986) for the project in June. Staff continues to pursue additional rebates for current EECBG lighting projects. The Police Department prepared an application for the 2010 COPS Hiring grant in early June. Village staff continues to search for and investigate grant opportunities through a variety of sources.

All Federal reporting requirements for the April – June 2010 quarter were completed by Planning staff in early July.

ARRA Grant	Amount Received	Amount Expended	Project	Status
Energy Efficiency and Conservation Block Grant (EECBG)	\$515,100	\$23,527	Fund eight initiatives for public facilities and residents.	The Energy Audit program has been initiated and more than ten homes have had an assessment completed. Initial procurement stages for lighting and recycling projects underway. Some funds drawn for staff time.

Non- ARRA Grant	Amount Allocated/ Received	Amount Reimbursed	Project	Status
Illinois Department of Commerce and Economic Opportunity (DCEO) Energy Efficiency Incentives	\$29,211.50 (as of 4/8/10)	\$4,211	Supplemental funding for multiple lighting projects funded by the Energy Efficiency and Conservation Block Grant (EECBG).	Several projects are underway; one project has received rebate upon completion.
Local Energy Assurance Planning (LEAP) Grant	\$98,556	N/A	Create emergency energy plans; assessment of Village facilities; educate local businesses in energy efficiency and preparedness.	Project Management Plan complete. Task Force of outside organizations and staff to be assembled by end of July 2010.
Firefighters Assistance Grant from FEMA	\$312,000	N/A	Purchase 13 Cardiac Monitors and Defibrillators.	Staff has been meeting to determine best equipment to purchase. Planning to make purchase in January 2011.
Emergency Operations Center – Technology Grant	\$70,000	N/A	Federal funding for technology at the new EOC, including communications and video equipment.	Award just announced; final step in the process is underway.

Training

Ashley Monroe attended a webinar for EECBG recipients on the application of Davis-Bacon wage requirements and a conference call for EECBG recipients at the one-year check-in regarding program management and evaluation. She also attended a webinar on social equity.

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.

Green Programs

Staff continues to work on directives from the Green Initiatives Commission, such as investigating programs such as green power, a green business recognition program, and additional grant funding for efficiency projects.

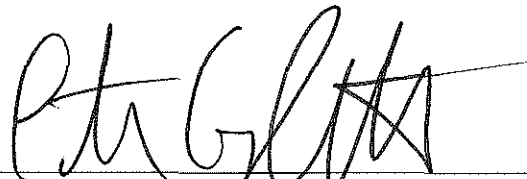
Ashley Monroe has managed the internal Village Recycling Improvement Program, one of the eight EECBG projects. She has identified recycling needs of each department and building, and has begun purchasing recycling containers for employee spaces. Containers in public areas of the Village Hall will be brought to Committee for discussion prior to purchase. Staff has also assembled a recycling education program to be rolled out with the new containers.

Ashley Monroe worked with the coordinators of the ComEd Community Energy Challenge to submit information and documentation for final scoring of the contest. In mid-July, staff was notified that Hoffman Estates did not win the Energy Challenge but did very well among the competitors. ComEd would not disclose exact placement in scoring. Trustee Green and Ashley Monroe attended the Recognition Luncheon on July 15th. A final report from ComEd on total energy savings and program outcomes will be forthcoming.

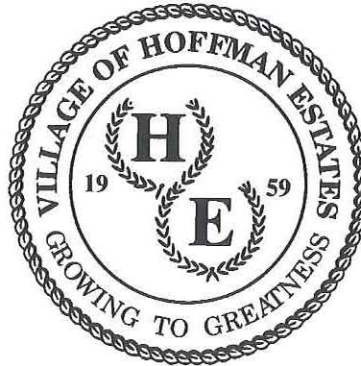
Awards and Events

Ashley Monroe attended the North West Municipal Conference Annual Banquet with Mayor McLeod, Village Manager Norris, and Trustees Green, Kinkaid and Newell. At the banquet, the Village was awarded the Gold Level Clean Air Counts Award for its efforts to improve air quality. The Village also received the Irwin A. Bock Award for Public Administration Excellence in Environmental Stewardship. All efficiency, sustainability, and environmental projects were reviewed and acknowledged in this award for a cumulative and comprehensive approach to community improvement. The Village is still waiting to hear whether Hoffman Estates has been nominated for a 2010 National League of Cities Award.

Ashley Monroe also attended the Annual Clean Air Counts luncheon at the Garfield Conservatory and a workshop held at Palatine Hotel Indigo by SWANCC and the Illinois Recycling Association regarding best-practices in recycling and container purchasing.



Peter Gugliotta, Director of Planning Division



CODE ENFORCEMENT
MONTHLY REPORT
SUBMITTED TO PLANNING, BUILDING & ZONING COMMITTEE
JULY, 2010

Attached is the monthly report for Code Enforcement for the period ending June 30, 2010

Don Plass, Director of Code Enforcement

ACTIVITIES

On June 13, 2010, Betty Melligan conducted GiGi's Play House Event Health Inspection at the Village Green.

On June 13, 2010, Betty Melligan conducted the Open Air Market Health Inspection at the Sears Centre.

On June 15-17, 2010, David Banaszynski attended the Illinois Department of Public Health's Emergency Preparedness Summit in Oak Brook.

EMERGENCY CALL OUTS

On June 18, 2010, Jeff Mattes was called out to a roof fire at 1651, 1653,1655,1657,1659 Cornell Dr. The units were posted uninhabitable.

On June 25, 2010, Jeff Mattes was called out to a fire at 430 Lafayette. The property was posted uninhabitable.

DEMOLITION PERMITS

No demolition permits issued

CONSTRUCTION INSPECTIONS

Inspections performed:

Structural:	173	Fences:	9
Electrical:	30	Roofing/Siding:	104
Plumbing:	39	Patios/Driveways:	107
Mechanical:	41	Decks:	1
Other:	2	Sheds:	4

ENERGY AUDIT TESTING

11 Energy Audits were performed

BACKFLOW TESTING

25 Backflow devices were tested
2 Backflow devices failed

CITATIONS

Scott Gherardini
1194 W. Sturbridge
Roof in disrepair (2)

Raymond Brooks
720 Woodlawn
Vacant property in disrepair (2)

Anthony Kozlowski
715 Mohave
Failure to maintain garage (2), exterior
surfaces (2) and tall grass/weeds (2)

Saleem Mohammed
75 Kingman
Fence, exterior surfaces, driveway, deck
and garage in disrepair and tall
grass/weeds

Kahla Hoffman
3945 Firestone
Tall grass/weeds

Constantina De La Torre
3864 Moulin
Tall grass/weeds

Maria Carabajal
100 Maricopa
Working without a permit – driveway

Robert Blaisdell
1645 Kingsdale
Improper storage

Jose Marquez
755 Milton
Driveway in disrepair

Accurate Exteriors – Bartlett
Barrington Square
Unapproved dumpsters

Chase Bank
1455 Highland
Tall grass/weeds (2)

Mohammed Khan
1180 Ash
Tall grass/weeds

Saima Rehman
122 E. Berkley
Unapproved shed

Jeffrey Adler
1685 Kingsdale
Yard waste accumulation and tall
grass/weeds

Richard Quagliano
1618 Castaway
Home occupation creating a nuisance

Bruce Stemple
90 Payson
Inoperable/unlicensed vehicle

Wells Fargo
1445 Michelline
Tall grass/weeds

CODE ENFORCEMENT MONTHLY REPORT

JULY, 2010

PAGE 4

Sherri Interrante
1085 Nottingham
Tall grass/weeds

Nicolay Mirchef
1200 Highland
Unapproved fence

American Home Mortgage
520 Hawthorn
Vacant property in disrepair

Chase Bank
1990 Brookside
Tall grass/weeds

Citizen Bank
5550 Mallard
Tall grass/weeds

Dolores Gourley
80 Kingman
Tall grass/weeds

Larry Gray
1695 Kingsdale
Obstruction of the right-of-way

Abhishek Gulapi
180 Bode
Exterior surfaces

Edward Kallhoff
735 Maple
Exterior surfaces

Luis Munoz
190 Maricopa
Vacant property in disrepair

George Tuhowski
745 Suffolk Ct.
Debris accumulation

Richard Mancari
645 Washington
Shed in disrepair and Tall grass/weeds

Tom Lazar
5490 Fox Path
Tall grass/weeds and stagnant water

Susan Marski
2158 Greystone
Failure to pay garbage bill

Tiffany Parker
1780 Dogwood
Tall grass/weeds

Nicole Marsh
1786 Session Walk
Failure to pay garbage bill

Julie Pasha
1120 Gannon
Tall grass/weeds

Wells Fargo
680 Illinois
Tall grass/weeds

Adam Kroner
2066 Danbury
Removal of placard

George Vokolos
1655 Chippendale
Tall grass/weeds

Robert Zygmint
1000 Aspen
Tall grass/weeds

Sarah Parker
540 Amherst
Tall grass/weeds

Anil Gabriel
305 Hillcrest
Temporary holiday lighting

HUD
665 Edgemont
Tall grass/weeds

Rafael Gonzalez
285 Mohave
Accessory structure, roof and garage
door in disrepair

H. Rateja
5400 Nicholson
Tall grass/weeds

HUD
1770 Monticello
Tall grass/weeds

Arnold Ferrer
465 Westview
Tall grass/weeds

Kris Kim
961 Freeman
Tall grass, pool and deck in disrepair

Edward Kallhoff
735 Maple
Tall grass/weeds

Sung Youn
1011 Warwick Cir.
Tall grass/weeds

Countrywide Field Services
620 Northview
Tall grass/weeds

Brian Czarnecki
50 Westview
Tall grass/weeds

Yolanda Harris
1581 Cornell
Failure to pay garbage bill

Martin Avila
885 Cumberland
Temporary holiday lighting

Sheila Clark
1786 Sessions Walk
Failure to pay garbage bill

Citi Mortgage
1245 Nottingham
Tall grass/weeds

RESIDENTIAL INSPECTION REPORT

The initial inspections for the single family homes north of I 90 have been completed. The re-inspections are ongoing.

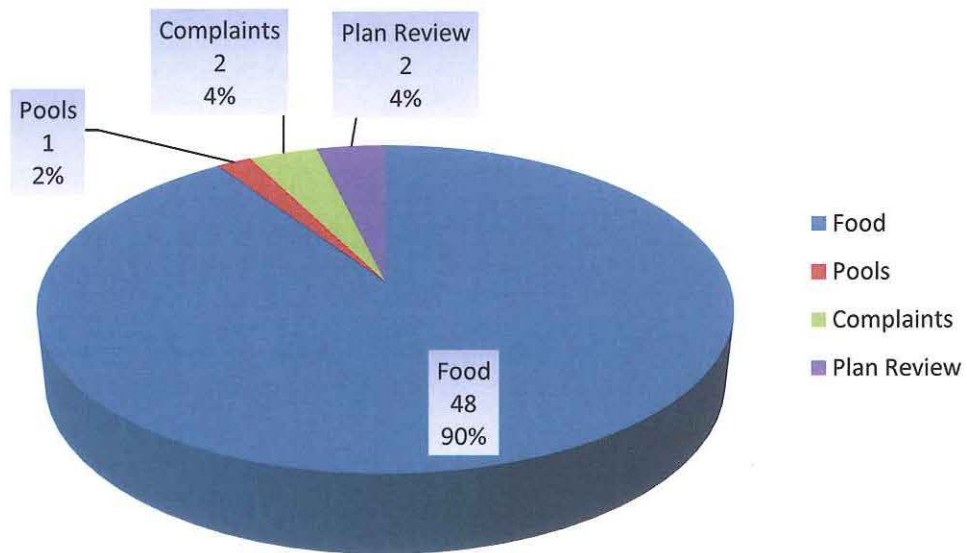
MULTI-FAMILY LICENSING REPORT

Exterior inspections for multi-family complexes are ongoing.

ENVIRONMENTAL HEALTH INSPECTION REPORT

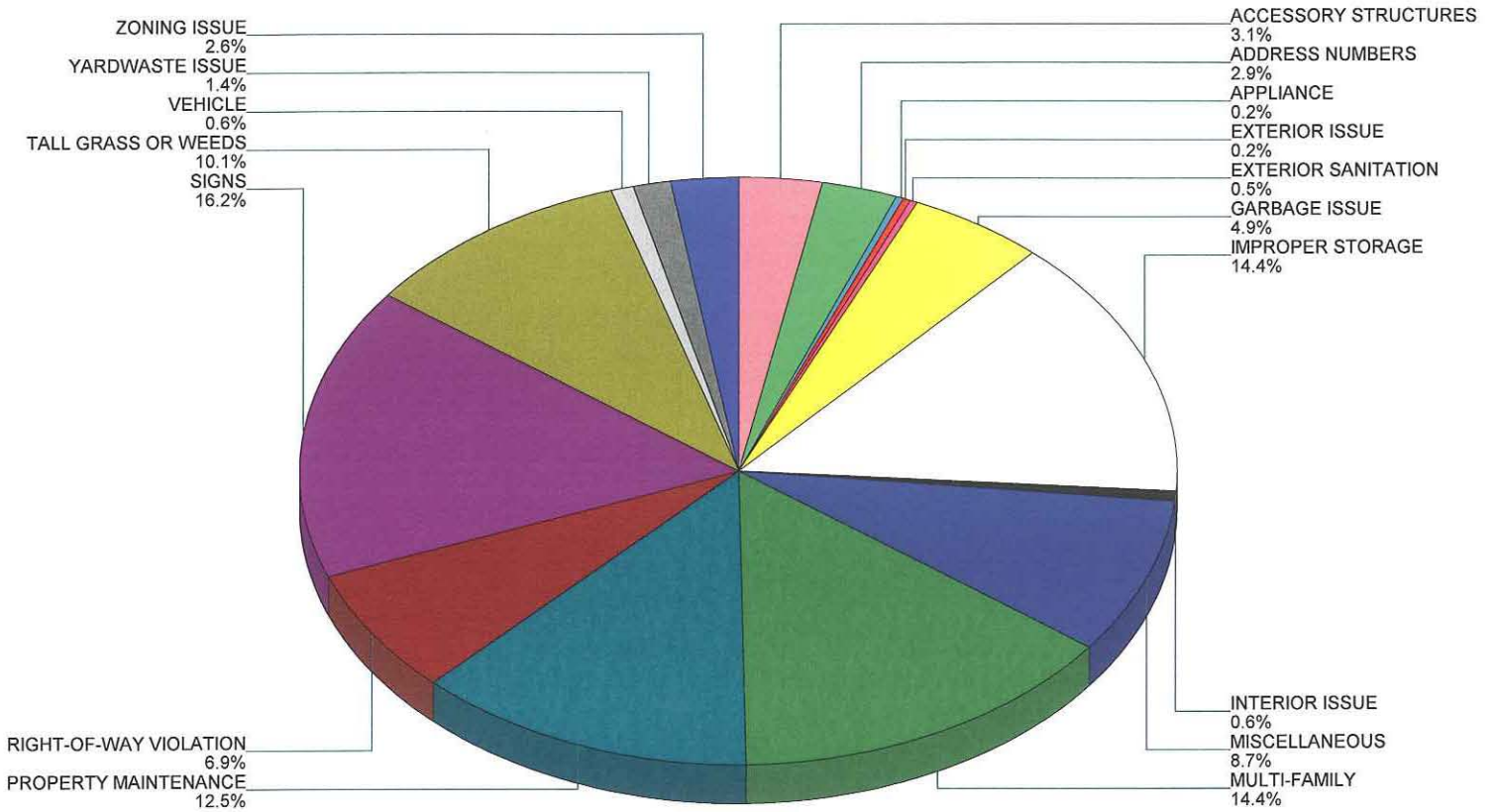
Inspections are performed mainly at food establishments; however the Health Officer also inspects day care centers, public pools, beauty salons etc. Food establishments are divided into the risk categories of high, moderate or low risk. A high risk establishment presents a high relative risk of causing 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.

Health - 53



Activity	This Month	Year to Date
High Risk	47	210
Moderate Risk	0	66
Low Risk	1	21
Swimming Pools	1	23
Plan Review	2	2
Complaint	2	2
Totals:	53	324

Monthly Code Violation Summary Report 6/1/2010 - 6/30/2010



Violation Type	Total
ACCESSORY STRUCTURES	20
ADDRESS NUMBERS	19
APPLIANCE	1
EXTERIOR ISSUE	1
EXTERIOR SANITATION	3
GARBAGE ISSUE	32
IMPROPER STORAGE	94
INTERIOR ISSUE	4
MISCELLANEOUS	57
MULTI-FAMILY	94
PROPERTY MAINTENANCE	82
RIGHT-OF-WAY VIOLATION	45
SIGNS	106
TALL GRASS OR WEEDS	66
VEHICLE	4
YARDWASTE ISSUE	9
ZONING ISSUE	17
TOTAL	654

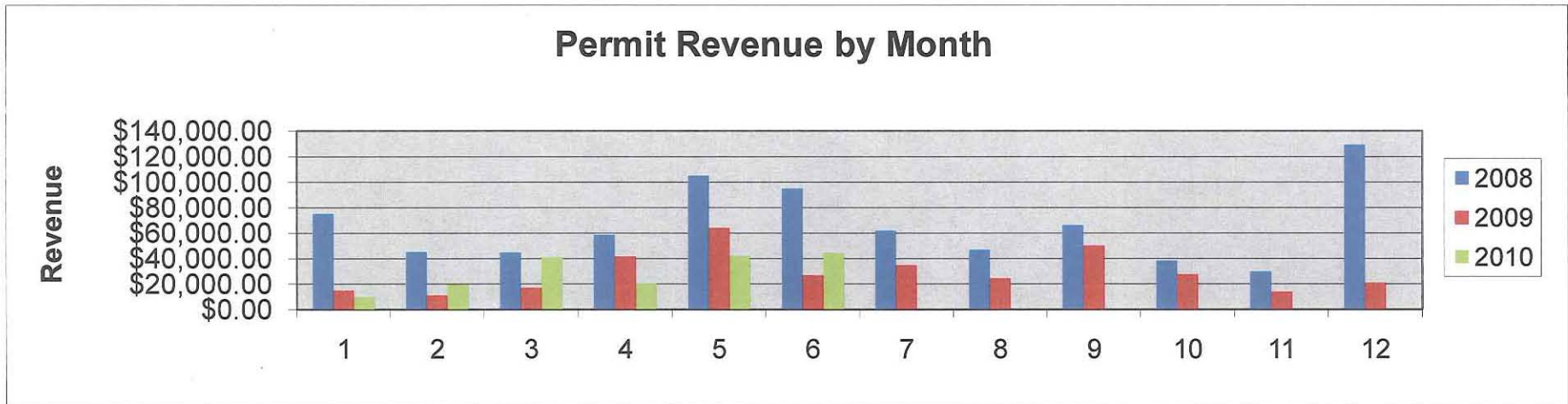
PERMIT REPORT

DESCRIPTION	2009 YEAR-TO-DATE # OF PERMITS (not including current month)	2009 JUNE # OF PERMITS	2009 TOTAL YEAR-TO-DATE # OF PERMITS	2010 YEAR-TO-DATE # OF PERMITS (not including current month)	2010 JUNE # OF PERMITS	2010 TOTAL YEAR-TO-DATE # OF PERMITS
Business Remodeling	29	2	31	38	4	42
Demolition	1	1	2	1	0	1
Driveways	61	34	95	64	33	97
Electrical	61	38	99	32	8	40
Fences	62	20	82	62	18	80
Mechanical	50	18	68	45	20	65
Miscellaneous Permits	44	13	57	35	50	85
Multi-Family Remodeling	1	0	1	2	0	2
New Business	2	1	3	0	0	0
Plumbing	89	22	111	82	24	106
Pools - Above Ground	2	6	8	4	5	9
Pools - In-Ground	0	0	0	1	0	1
Residential Decks	19	11	30	12	9	21
Residential Patios	39	21	60	39	24	63
Residential Garages	2	1	3	0	1	1
Residential Remodeling	39	9	48	40	9	49
Residential Sheds	13	5	18	19	7	26
Roofs/Siding	197	98	295	453	390	843
Signs	55	3	58	42	6	48
Single Family Residences	4	1	5	6	2	8
Town Homes/Duplexes	0	0	0	0	0	0
TOTALS	770	304	1074	977	610	1587

Permit Revenue Comparison

Year	2008	2009	2010
Jan.	\$75,235.48	\$14,988.31	\$9,880.67
Feb	\$45,474.16	\$11,279.07	\$19,712.60
Mar	\$44,994.58	\$17,251.32	\$41,163.02
Apr	\$58,869.25	\$41,817.20	\$20,664.39
May	\$105,165.22	\$64,316.18	\$42,397.85
Jun	\$95,125.07	\$26,933.37	\$44,626.83
Jul	\$62,087.77	\$34,829.98	
Aug	\$46,856.30	\$24,545.20	
Sep	\$66,306.76	\$50,185.27	
Oct	\$38,290.37	\$27,638.81	
Nov	\$29,903.48	\$14,108.80	
Dec	\$129,259.48	\$21,103.98	
Revenue	\$797,567.92	\$348,997.49	\$178,445.36
Elevator Invoices	-\$27,610.00	\$0.00	\$0.00
Total Revenue	\$769,957.92	\$348,997.49	\$178,445.36

2010 Budget	\$400,000.00
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Total Revenue includes building permits, fire permits and Temporary Certificates of Occupancy.
 As of 2009, elevator invoices no longer included in Total Revenue.

**ECONOMIC DEVELOPMENT/TOURISM MONTHLY REPORT
JULY 2010**

OFFICE

- ◆ Touring of Fire Station 24 with an engineering consulting firm interested in purchasing the building on a lease to buy arrangement. Expectations are for a letter of intent. The company is on a timeframe as a purchase and move will affect their production capability. Viability of a 6B is currently being vetted. The firm does work with Motorola and other smart phone providers (e.g. Apple). High level engineers can design and build smart phones and produce them as well.

- ◆ Continued broker contact on other vacant office space in the Village.

INDUSTRIAL

- ◆ Collected approximately \$500 to date from Golden Corridor precision tooling members to sponsor two buses of Hoffman Estates and Schaumburg high school students to attend the International Manufacturing and Technology Show (IMTS) at McCormick Place on September 16. The show will present career information and options for the manufacturing and tooling trades.

RETAIL

- ◆ Follow-up with appointments at the ICSC Recon show with personal letters.

- ◆ Ongoing discussion with Barrington Square Town Center management regarding an anchor. Also coordination in seeking support letters for a military veteran rehab facility in the parking lot to the north of Barrington Square Town Center and south of detention pond.

- ◆ Participation in Chamber Expo Committee for August 28, event at Poplar Creek Crossing Shopping Center.

- ◆ Liaison with Archon Development and Mid-America Asset Management to get approval for a dozen "Poplar Creek at 59/90" banners to be installed at IL-72 and IL-59 entrances to the shopping center.

- ◆ Coordination with Planning Division for final design of a gateway sign (59/90 logo) at Hoffman Boulevard and IL-59. It should be constructed and installed by the fourth quarter of 2010.

- ◆ Continued coordination with developers, brokers, and retailers for potential occupancy of the old Blockbuster building, former Harlem Furniture and Michael's Crafts, with restaurants and cell phone companies. Working on a potential development agreement to assist in facade and other improvements.

- ◆ Continued discussions with attorney for NSK to finalize their deal to construct a headquarters in Huntington 90.

- ◆ Continued discussions with attorney for NSK to finalize their deal to construct a headquarters in Huntington 90.
- ◆ Guidance and assignments for student intern in sending out letters to Poplar Creek Crossing Shopping Center tenants to adopt the 59/90 logo on promotional materials.
- ◆ Coordination with Tourism office for a Hoffman Estates festival to be held at Huntington Plaza Shopping Center, including Huntington Plaza tenants.
- ◆ Working on restructuring meetings for the Economic Development Commission to be more informative and interactive.

TOURISM

Sears Centre Arena

Bark for Life - Regional American Cancer Society relay for dogs and owners will take place August 15.

Chicago Slaughter - Assisting ownership with Slaughter vs. Rush celebrity golf outing planned in September in Wisconsin. Speaking with the Hoffman Estates Park District regarding moving the event to Poplar Creek Country Club. The date offered by the Park District is August 5, which is the last date open before course renovations.

Open Air Market - Continue to solicit produce vendors to enhance market and to focus on ethnic vendors to give an international appeal. Hotel and restaurant owners were approached to bring their vendors and reach out to any ethnic vendors they may know.

Hotel Stakeholders

Ensuring each Village hotel is booked with Willow Leadership Summit attendees (August). Meeting with Village hotel sales personnel to ensure preparation for Spirit Spectacular (November - 1 day) and State 2010 (December - 3 days). Each hotel has agreed to pay Illinois Recreational Cheer Association a \$10.00 rebate per room night to help offset transportation/tournament costs. Each hotel will provide a gathering area for teams staying with them and present welcome bags upon registration with coupons and Visitor Guides. The Village anticipates 3,000 attendees per day in December 3).

FAM Tour - Hotels along Barrington and Higgins Roads enjoy tour bus traffic from Medieval Times, which typically are middle and high school students staying in Village hotels and visiting Medieval Times and a day trip into Chicago. Researching tour companies, with Medieval Times assistance, that has booked in the area within the last three years. Hotels, restaurants, and attractions would be solicited to provide lodging, meals, or activities for the tour operators while we take them on a tour of locations that could equal a 2 or 3 night stay. These FAM tours are a standard in the hospitality industry and a request of our stakeholders to regenerate interest for future tours.

Economic Development

A mailing will be sent to all restaurant participants in the "Taste of Hoffman" program to determine if the program is continuing to drive patrons to them, seeking their permission to replicate the cards and program on the Tourism website, and any suggestions for improvements. Presenting the opportunity for Village restaurants to become a food vendor for the Chamber Expo in August, determine if they would have any interest in becoming a produce vendor at the Sears Centre Arena Open Air Market, or if they can provide any contacts from their vendors that may be interested in participating.

59/90 Branding Campaign

Delivered packets of information to every retailer and restaurant at Poplar Creek Crossing Shopping Center to encourage all to embrace the 59/90 "bug" and start using the icon in their advertising, in-store promotions, etc. Described the efforts of the Village to "brand" the area to drive traffic to their doors and will follow-up with a letter to ownership to determine who will be active in the campaign.

Sports Council

Dream Team Basketball Tournament - Meeting with Scott Triphahn and Park District to discuss drawing this tournament activity to the Village for three months in 2011 (June, July, and August). Met with Lake Barrington Field House to encourage their tournament organizers to use Hoffman Estates hotels. Ongoing meetings with owners of Grand Sports Arena to expedite improving/ enhancing the facility in an effort to drive tournament business to benefit hotels.

Special Events

Need to determine if the Village will host the Tartan Day Parade in 2011. If so, we can move the Tattoo to Lake Barrington Field House and still capture hotel room nights from performers and have affordable bands available for the parade.

Working on Fitness for America Sports Festival taking place July 23-25.

Hoffman Estates Chamber of Commerce and Industry

Chair to "Business Under the Big Top Expo" August 28. In the process of soliciting booth participants, sponsors, activity coordinators, and food vendors. Participating in by-law revision committee, fashion show committee, and creating new annual event (Awards for Excellence in Business).



Gary Skoog, Director of Economic Development